

**EXHIBIT 35**

**E-mail from D. Greenspan to D.  
Pendleton-Dominguez and E. Hornsby  
dated 8/6/2004**

Subj: **RELEASE DISPUTE RESOLUTION PROCEDURES**  
Date: 8/6/2004 6:59:08 PM Eastern Daylight Time  
From: [Deborah@thefeinberggroup.com](mailto:Deborah@thefeinberggroup.com)  
To: [DPendleton@blizzardlaw.com](mailto:DPendleton@blizzardlaw.com), [Ehornsby@fphw-law.com](mailto:Ehornsby@fphw-law.com)

I attach a revised draft of the Release Dispute Resolution Procedures. I have incorporated into one document the guidelines for the decisions to be made by the Claims Administrator (i.e., different implant type or release pre-dates implant at issue) and the procedures for resolution of more complex disputes. This document does not cover the issue you raised about the "\$15,000 releases." We have discussed this issue and believe that persons who entered into such releases are barred by the terms of the Plan. We simply did not exclude them in the Plan language.

Debby

Debby Greenspan  
The Feinberg Group, LLP  
1120 20th Street, N.W.  
Suite 740 South  
Washington, DC 20036  
(Direct: 202-962-9283; Fax: 202-962-9290)

**EXHIBIT 36**

**E-mail from D. Pendleton-Dominguez  
to D. Greenspan dated 9/13/2004**

**Subj:** Release Procedures  
**Date:** 9/13/2004 10:54:34 AM Central Standard Time  
**From:** DPEND440  
**To:** dgreenspan@thefeinberggroup.com  
**CC:** Ehornsby@fphw-law.com

Debby,

Some minor comments to the release procedures so that we can finalize them this week:

1. We suggest clarifying paragraph 1 as follows: Add a footnote that states, "The Claimants' Advisory Committee and Dow Corning have agreed to use the court-approved protocols for Plan interpretation disputes for the following categories of release disputes: a) releases signed by unrepresented claimants for under \$15,000 from approximately 1992 - May 15, 1995, and b) releases signed by claimants who contacted Dow Corning about removal assistance."
2. In paragraph 4, we suggest adding back in language that Dow Corning must provide a copy of the release to the Settlement Facility within a certain time period or be barred from relying on that release. We had suggested 30 days, but in the interest of compromise, we are willing to extend this time to 45 days.
3. In paragraph 8, you've added the words "based on clear written documentation" to the introductory sentence that talks about the CA's ability to make findings. For consistency, we suggest using the same language in paragraph 7 ("clear documentation"). Also, in this same paragraph, you've deleted the word "reasonably" in the last sentence where it talks about if the CA is not able to determine if the criteria applies. The word should be reinserted please.
4. We think the new paragraph 11 should be removed. We agree that some time deadline might be appropriate for claimants to contest a release, so we propose adding the following sentence at the end of paragraph 9: "Claimants who wish to contest the Claims Administrator's determination and/or who wish to file an objection contesting their eligibility based on a release must do so on or before one year from the date of the last letter from the Settlement Facility stating that they are ineligible based on the release in question."
5. On the service list, the CAC listed our P.O. Box for service so that claimants only have to serve one copy on the entire CAC. We note that Dow Corning proposes that service should be on all 5 members of the DR. For simplicity, we suggest naming one DR person for service list purposes.

Please note that we did not edit the document to reflect these changes because we thought it would be easier to finalize the document by isolating the discrete issues noted above. Ernie and I are available to talk through each of these points if you want.

Dianna

**EXHIBIT 37**

**Declaration of D. Pendleton-  
Dominguez, Esq.**

## DECLARATION OF DIANNA PENDLETON-DOMINGUEZ

I affirm and state under oath that the following statements are true and accurate to the best of my knowledge:

1. My name is Dianna Pendleton-Dominguez, and I am an attorney licensed to practice in Ohio (1987) and Texas (1997). I was appointed to serve on the Claimants' Advisory Committee in the action, *In re Dow Corning Corporation, Reorganized Debtor*, Case No. 00-CV-00005-DP (Settlement Facility Matters).
2. I certify that Exhibits 35, 36, and 37A attached to the Reply of the CAC to Dow Corning's Response Regarding Docket Number 332 are true and accurate copies of correspondence kept and maintained in the ordinary course of business by me as a member of the Claimants' Advisory Committee.
3. The handwritten notes on Exhibit 37 are my notes that I wrote on the document during a telephone call with Deborah Greenspan and Ernest Hornsby about the content of the 9/17/2004 e-mail.
4. Claimants who had received notification from the SF-DCT that Dow Corning was asserting a release against them as a bar to their eligibility for settlement benefits contacted me in my capacity as a member of the CAC. These claimants were referred to the CAC by the SF-DCT. Neither I nor the CAC solicited these claimants to contact us. Neither I nor anyone on the CAC hand-picked any claimants or statements to use. All signed statements received by the CAC were submitted as exhibits to the CAC's Motion regarding the validity of the releases.

  
Dianna Pendleton-Dominguez

Date: June 30, 2006

**EXHIBIT 37A**

**E-mail from D. Greenspan to D.  
Pendleton-Dominguez and E. Hornsby  
dated 9/17/2004**

Subj: **Re: Release Procedures**  
Date: 9/17/2004 4:50:46 PM Central Standard Time  
From: Deborah@thefeinberggroup.com  
To: DPEND440@aol.com  
CC: Ehornsby@fphw-law.com

Dianna, a few thoughts on your comments:

1. I am not sure that we should indicate in the procedures what is going to happen with the 15,000 issue etc. Why not just say that these procedures do not apply to those issues.
2. AS to the "reliance" on the release. The Plan places an obligation on the Claims Administrator to deny any claim that is released. It is not Dow Corning that relies on the release in the first instance but the SF. The claimant may not ever contest the release. So I am not sure what this language is intended to do.
3. re comment three - ok ✓
4. Re comment 4 - I don't have a strong feeling. One year seems ok - consistent with out disease deadlines.
5. I will ask the others if they mind if we use one point person for this. Should we talk Monday about this and see if we can't get everything figured out? ✓

*Agree*

*No*

*✓*

*✓*

Debby Greenspan  
The Feinberg Group, LLP  
1120 20th Street, N.W.  
Suite 740 South  
Washington, DC 20036  
(Direct: 202-962-9283; Fax: 202-962-9290)

>>> <DPEND440@aol.com> 09/13/04 11:54AM >>>  
Debby,

Some minor comments to the release procedures so that we can finalize them this week:

1. We suggest clarifying paragraph 1 as follows: Add a footnote that states, "The Claimants' Advisory Committee and Dow Corning have agreed to use the court-approved protocols for Plan interpretation disputes for the following categories of release disputes: a) releases signed by unrepresented claimants for under \$15,000 from approximately 1992 - May 15, 1995, and b) releases signed by claimants who contacted Dow Corning about removal assistance."
2. In paragraph 4, we suggest adding back in language that Dow Corning must provide a copy of the release to the Settlement Facility within a certain time period or be barred from relying on that release. We had suggested 30 days, but in the interest of compromise, we are willing to extend this time to 45 days.
3. In paragraph 8, you've added the words "based on clear written documentation" to the introductory sentence that talks about the CA's ability to make findings. For consistency, we suggest using the same language in paragraph 7 ("clear documentation"). Also, in this same paragraph, you've deleted the word "reasonably" in the last sentence where it talks about if the CA is not able to determine if the criteria applies. The word should be reinserted please.
4. We think the new paragraph 11 should be removed. We agree that some time deadline might be appropriate for claimants to contest a release, so we propose adding the following sentence at the end of paragraph 9: "Claimants who wish to contest the Claims Administrator's determination and/or who wish to file an objection contesting their eligibility based on a release must do so on or before one year from the date of the last letter from the Settlement Facility stating that they are ineligible based on the release in question."
5. On the service list, the CAC listed our P.O. Box for service so that



## **EXHIBIT 38**

**Redacted "Settlement Agreement and  
General Release" dated 3/10/1994**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

A SETTLEMENT AGREEMENT AND GENERAL RELEASE, MADE THIS 10<sup>th</sup> day of March, 1994, by, between and among [REDACTED] (Hereafter "CLAIMANT") and DOW CORNING CORPORATION, and its subsidiary, DOW CORNING WRIGHT CORPORATION (Hereafter "DCC").

**RECITALS**

- A. On February 15, 1979, "CLAIMANT", [REDACTED], underwent bilateral breast augmentation utilizing Dow Corning Silicone Mammmary Prosthesis.
- B. On March 11, 1994, "CLAIMANT", [REDACTED], underwent breast implant surgery for bilateral removal of her implants.

WHEREAS, "CLAIMANT", have asserted a claim against "DCC" arising out of "CLAIMANT'S" use of DCC Silicone Mammmary Prosthesis, and WHEREAS, DCC denies liability with respect to any and all above-mentioned claims; and WHEREAS, the Parties nevertheless desire to settle and compromise the above set forth claim. NOW, THEREFORE, it is agreed as follows:

- 1. Upon execution of this Agreement, and in settlement of all claims raised by "CLAIMANT", against, "DCC", and without the admission of any liability of any type whatsoever on the part of "DCC", "DCC" will issue to "CLAIMANT" a check in the sum of \$19,070.00.

2. IN FURTHER CONSIDERATION OF THE FOREGOING, "CLAIMANT" hereby releases, acquits, forever discharges, covenant not to sue, and covenant to hold harmless "DCC", and its officers, agents, insurers, servants, employees, directors, attorneys, distributors, representatives, successors or assigns, hereinafter collectively referred to as "DOW CORNING CORPORATION", of and from any and all claims, demands, damages, actions, suits or causes of action, including, but not limited to, any and all claims actually asserted and any and all claims, liabilities, known or unknown, liquidated or unliquidated, whatsoever in law or in equity

0853

[REDACTED]

now existing or which may hereafter accrue against DOW CORNING CORPORATION arising only from the above described occurrence involving Dow Corning Breast Implants.

3. This Agreement contains the entire Agreement between the Parties hereto and the terms of this Agreement are contractual and not a mere recital. This Agreement, and each and every term and provision hereof, shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the Parties hereto have entered into the Agreement as of the date and day first set forth.

BY: - REDACTED -

I, Ann Leibovit, authorize payment of \$19,070.00 directly to Dr. Jerome Craft.

- REDACTED -

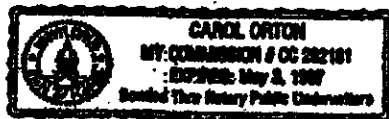
ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this 10 day of MARCH, 1994, before me personally appeared [REDACTED] to be known to be the person(s) named herein who executed the foregoing Release and Settlement Agreement and who being duly sworn acknowledges same to be their free act and deed.

Carol Orton  
Notary Public  
My Commission expires: 5/5/94



**EXHIBIT 39**

**Letter from Dow Corning to Claimant  
[Name Redacted] dated 3/9/1994**

**and**

**Letter from Dow Corning to Dr.  
Jerome Craft re same claimant dated  
3/16/1994 and copy of check made  
payable solely to Dr. Craft**

DOW CORNING

March 9, 1994

FEDERAL EXPRESS

Ms. [REDACTED]  
[REDACTED]

Palm Beach, FL 33480

Dear Ms. [REDACTED]

Per our conversation on March 9, 1994, enclosed is a release for the amount of \$19,070.00 for your signature. Please sign the release in the presence of a notary and return it to me in the envelope provided. Once I receive the signed release, I will have our check issued for \$19,070.00 made payable to Dr. Jerome Craft. Please understand that once you sign this release and the money has been received, your claim will be considered settled in full.

Should you have any questions, please do not hesitate to call me at my toll-free telephone number of 1-800-572-4472. Thank you for your cooperation.

Sincerely,

*Rhonda Humphrey*

Rhonda I. Humphrey  
Customer Relations Specialist  
Plastic Surgery Products

Enclosure

RJH/jml

RJH096/RELEASE

**DOW CORNING**

March 16, 1994

**FEDERAL EXPRESS - PRIORITY TWO**

Office of Jerome Craft, M.D.  
535 S. Flagler Drive  
West Palm Beach, FL 33401

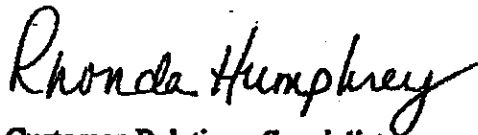
Re: Your Patient - [REDACTED]

Dear Dr. Craft:

Enclosed please find Dow Corning Corporation's check in the amount of \$19,070.00 in settlement of Ms. [REDACTED] claim.

We appreciate being given the opportunity to stand behind our products. If we can be of any further service, please let us know.

Sincerely,



Customer Relations Specialist  
Plastic Surgery Products

mmr

Enclosures

CKENC(b)/0

DOCUMENT NUMBER	AMOUNT
HUMPHREY1R	19070.00

DOCUMENT NUMBER	AMOUNT
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Form #392582 REV. 12/88

GROSS AMOUNT: 19070.00  
 DISC AMOUNT: .00  
 ADJ AMOUNT: .00  
 NET PAY AMOUNT: 19070.00

PAYMENT DATE PAYTO VENDOR  
 291542 14MAR94 3069815

**REDACTED**

DOW CORNING CORPORATION  
 MIDLAND, MICHIGAN 48686 - 0998

PHONE: (517) 496 - 4137  
 CHECK NO. 01211002

DOW CORNING CORPORATION  
 MIDLAND, MICHIGAN 48686 - 0998

01211002

291542 14MAR94 3069815

\$ \*\*\*\*\*19070.00\*\*

PAY TO THE ORDER OF  
 JEROME W. CRAET MD  
 530 S FLAGLER DR  
 WEST PALM BEACH, FL 33409

Citibank Delaware

*EW Craet*  
 TREASURER  
 DOW CORNING CORPORATION  
 AUTHORIZED SIGNATURE

⑆01211002⑆ ⑆031100209⑆

38827126⑆

**EXHIBIT 40**

**Redacted "Receipt and Release"  
dated 1/10/1993 for \$17,500**



STATE OF MICHIGAN  
COUNTY OF MACOMB

RECEIPT AND RELEASE

I, [REDACTED], the undersigned, whose address is [REDACTED], Michigan 48045, do hereby acknowledge the receipt and sufficiency of \$17,500.00 to be paid to me or on my behalf, and in consideration of that, I release and discharge Dow Corning Wright, Dow Corning Corporation, their officers, directors, employees, agents, successors and assigns from any and all claims, now known or unknown by me, arising from the use of the breast implant product and any procedure related thereto. This release is in settlement of a dispute as to the circumstances and cause of the corrective surgery on July 9, 1992.

July 9, 1992.

11/20/93  
Date

Cara J Mitchell  
Witness

- REDACTED -

156()

500003748  
Van Voorhies Juhn

**EXHIBIT 41**

**Redacted "General Release" dated  
11/2/1994 for \$17,880.27**

STATE OF TEXAS

COUNTY OF DALLAS/COLLIN

GENERAL RELEASE

A GENERAL RELEASE MADE THIS 2nd day of November, 1994, by, between and among [REDACTED] (Hereinafter "CLAIMANT") and DOW CORNING CORPORATION, and its subsidiary, DOW CORNING WRIGHT CORPORATION (Hereafter "DCC").

RECITALS

- A. In or about 1980, "CLAIMANT", [REDACTED], underwent bilateral breast augmentation utilizing Dow Corning Silicone Mammmary Prosthesis.
- B. On October 20, 1993, "CLAIMANT", [REDACTED], underwent breast implant surgery for bilateral removal of her implants.

WHEREAS, "CLAIMANT", has asserted a claim against "DCC" arising out of "CLAIMANT" use of DCC Silicone Mammmary Prosthesis, and WHEREAS, DCC denies liability with respect to any and all above-mentioned claims; and WHEREAS, the Parties nevertheless desire to settle and compromise the above set forth claim. NOW, THEREFORE, it is agreed as follows:

1. Upon execution of this Agreement, and in settlement of all claims raised by "CLAIMANT", against, "DCC", and without the admission of any liability of any type whatsoever on the part of "DCC", "DCC" will issue to "CLAIMANT" a check in the sum of Seventeen Thousand, Eight Hundred Eighty and 27/100 Dollars (\$17,880.27).

2. IN FURTHER CONSIDERATION OF THE FOREGOING, "CLAIMANT" hereby releases, acquits, forever discharges, covenant not to sue, and covenant to hold harmless "DCC", and its officers, agents, insurers, servants, employees, directors, attorneys, distributors, representatives, successors or assigns, hereinafter collectively referred to as "DOW CORNING CORPORATION", of and from any and all claims, demands, damages, actions, suits or causes of action, including, but not limited to, any and all claims actually asserted and any and all claims, liabilities, known or unknown, liquidated or unliquidated, whatsoever in law or in equity now existing or which may hereafter accrue against DOW CORNING CORPORATION arising only from the above described occurrence involving DCC Silicone Mammmary Prosthesis.

0374

REDACTED

3. This Agreement contains the entire Agreement between the Parties hereto and the terms of this Agreement are contractual and not a mere recital. This Agreement, and each and every term and provision hereof, shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the Parties hereto have entered into the Agreement as of the date and day first set forth.

BY: - REDACTED

ACKNOWLEDGEMENT

STATE OF TEXAS

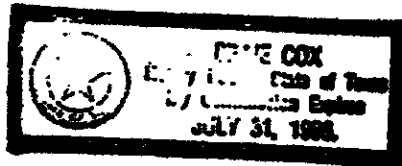
COUNTY OF DALLAS/COLLIN

On this 3<sup>rd</sup> day of November, 1994, before me personally appeared [REDACTED] to be known to me the person(s) named herein who executed the foregoing General Release and who being duly sworn acknowledges same to be their free act and deed.

*Billie Cox*

Notary Public

My Commission expires: 7-31-96



007  
4430



**EXHIBIT 42**

**Redacted "General Release" dated  
3/23/1994 for \$18,909.62**

STATE OF FLORIDA

COUNTY OF PALM BEACH

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

A SETTLEMENT AGREEMENT AND GENERAL RELEASE, MADE THIS 23 day of March, 1994, by, between and among [REDACTED] (Hereafter "CLAIMANT") and DOW CORNING CORPORATION, and its subsidiary, DOW CORNING WRIGHT CORPORATION (Hereafter "DCC").

**RECITALS**

- A. On December 28, 1972, "CLAIMANT", [REDACTED], underwent bilateral breast augmentation utilizing Dow Corning Silicone Mammary Prostheses.
- B. On March 24, 1994, "CLAIMANT", [REDACTED], underwent breast implant surgery for bilateral replacement of her implants.

WHEREAS, "CLAIMANT", has asserted a claim against "DCC" arising out of "CLAIMANT" use of DCC Silicone Mammary Prostheses, and WHEREAS, DCC denies liability with respect to any and all above-mentioned claims; and WHEREAS, the Parties nevertheless desire to settle and compromise the above set forth claim. NOW, THEREFORE, it is agreed as follows:

1. Upon execution of this Agreement, and in settlement of all claims raised by "CLAIMANT", against, "DCC", and without the admission of any liability of any type whatsoever on the part of "DCC", "DCC" will issue to "CLAIMANT" a check in the sum of \$18,909.62.

2. IN FURTHER CONSIDERATION OF THE FOREGOING, "CLAIMANT" hereby releases, acquits, forever discharges, covenant not to sue, and covenant to hold harmless "DCC", and its officers, agents, insurers, servants, employees, directors, attorneys, distributors, representatives, successors or assigns, hereinafter collectively referred to as "DOW CORNING CORPORATION", of and from any and all claims, demands, damages, actions, suits or causes of action, including, but not limited to, any and all claims actually asserted and any and all claims, liabilities, known or unknown, liquidated or unliquidated, whatsoever in law or in equity

0731

- REDACTED -

now existing or which may hereafter accrue against DOW CORNING CORPORATION arising only from the above described occurrence involving Dow Corning Breast Implants.

3. This Agreement contains the entire Agreement between the Parties hereto and the terms of this Agreement are contractual and not a mere recital. This Agreement, and each and every term and provision hereof, shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the Parties hereto have entered into the Agreement as of the date and day first set forth.

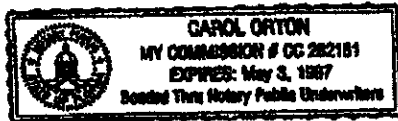
XB- REDACTED

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this 23 day of March, 1994, before me personally appeared [REDACTED] to be known to be the person(s) named herein who executed the foregoing Release and Settlement Agreement and who being duly sworn acknowledges same to be their free act and deed.



Carol Orton  
Notary Public  
My Commission expires: 5/3/97

**EXHIBIT 43**

**Affidavit of James R. Jenkins in  
*Dow Corning Corporation, et al., v.  
Hartford Accident and Indemnity  
Company, et.al.***

**Case No. 93-325788 CK  
State of Michigan, Circuit Court  
for the County of Wayne**

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STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

DOW CORNING CORPORATION, et al.,

Realigned Plaintiffs,

Case No. 93-325788 CK  
Hon. Robert J. Colombo, Jr.

v.

HARTFORD ACCIDENT AND INDEMNITY  
COMPANY, et al.,

Realigned Defendants.

AFFIDAVIT OF JAMES R. JENKINS

STATE OF MICHIGAN )  
COUNTY OF EAY ) ss.

James R. Jenkins, being of full age and duly sworn,

deposes and says:

1. I am Dow Corning Corporation's Vice-President, Secretary and General Counsel and have been General Counsel of Dow Corning since 1982. In my capacity as General Counsel, I am the chief legal officer of Dow Corning. I am an attorney and a member of the Michigan and Illinois Bars. I have personal knowledge of the facts set forth in this affidavit, and if called to testify in this matter, I could competently and truthfully testify concerning those facts.

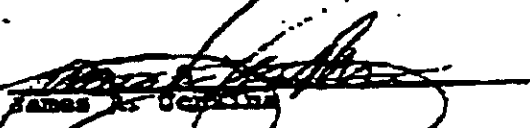
2. In April, 1982, I attended an "Outside Counsel Seminar" held at the Dallas/Fort Worth Hilton Hotel for Dow

Corning's silicone breast implant defense counsel that was hosted by Dow Corning. At the seminar, I explained certain aspects of Dow Corning's generic defense efforts. Specifically, I explained that Dow Corning would be dedicating Greg Thiess and at least five other Dow Corning in-house lawyers to defend against silicone breast implant claims and that I would also be working on defending against breast implant claims. At the seminar, certain Dow Corning employees, including Dr. Robert LeVier, Paul Klykken, and Dr. Ralph Cook gave presentations on clinical, non-clinical, and epidemiological studies related to breast implants that Dow Corning and other entities were funding. It was explained that these studies were intended to be a centerpiece of Dow Corning's generic defense efforts.

3. In order to defend against silicone breast implant claims, Dow Corning funded or contributed funding to a number of internal and external studies which were intended to provide the epidemiological data necessary to defend against allegations of breast implant plaintiffs that their breast implants caused certain diseases. Many of the breast implant plaintiffs based their allegations on questions raised in the Food and Drug Administration pre market approval process for breast implants and subsequent inquiries. The studies also had the purpose of confirming with more recent studies matters brought into question during the criminal investigation brought by the Assistant U.S. Attorney, Baltimore, MD.

4. While one of Dow Corning's main purposes in funding internal and external scientific studies was to respond to the concerns of women who had breast implants, another major purpose of funding the studies, especially those recently funded, was to respond to allegations of breast implant plaintiffs. Each external scientific study that Dow Corning funded was only after consulting with legal counsel to determine its impact on the breast implant litigation.

5. Dow Corning withdrew from the breast implant business in 1992 and has no intention of re-entering that business. Dow Corning is seeking to recover from its insurers only those scientific research costs that Dow Corning incurred after Dow Corning withdrew from the silicone breast implant business. This research provides only a minimal benefit to Dow Corning in terms of research and development or product marketing largely because Dow Corning intends to never sell breast implant products again.

  
James R. Corning

Sworn to before me this 10th day of July, 1996

James A. Bell

Notary Public

My commission expires: 11-9-96

JAMES A. BELL  
Notary Public, Regular Commission Expires  
My Commission Expires November 9, 1996

**EXHIBIT 44**

**Chart prepared by Dow Corning  
Corporation re funding of External  
Mammary Research Studies and  
Mammary Research Donations**

**SUBMITTED UNDER SEAL**