EXHIBIT D

# CLAIMS ADMINISTRATION PROCEDURES

The procedures set forth herein for the administration of the settlement payments identified in Paragraph 4.1 of the Dow Corning/Quebec Breast Implant Litigation Settlement Agreement ("Agreement") and for the registration, submission, processing, approval, compensation and appeal of claims pursuant to the Agreement were prepared by Settlement Class Counsel on behalf of the Plaintiff and the Settlement Class Members she represents. The procedures will be implemented by the Claims Administrator, subject to the ongoing authority and supervision of the Quebec Court. These provisions and procedures do not and are not intended to impose any responsibilities or obligations on Dow Corning and/or the Released Parties.

## 1. ADMINISTRATION OF THE SETTLEMENT PAYMENTS

### 1.1. The Initial Payment

Subject to the direction of the Quebec Court, the Initial Payment of two million seven hundred and fifty thousand dollars in United States currency ($US 2,750,000.00) described in Subparagraph 4.1(i) of the Agreement, and any interest accruing thereon, will be used first to pay approved Expedited Settlement Claims, less Settlement Class Counsel fees, disbursements and partial interim administrative costs (such disbursements and partial interim administrative costs to consist of a maximum of five hundred thousand dollars in Canadian currency ($CND 500,000.00), and then may be used to pay other approved claims. Each Approved Expedited Settlement Claimant shall be entitled to receive a one-time payment of two thousand dollars in Canadian currency ($CND 2,000.00).

### 1.2. The Second Through Fifth Payments

Subject to the direction of the Quebec Court, the second, third, fourth and fifth payments described in Subparagraphs 4.1(ii), (iii), (iv) and (v) of the Agreement, and any interest accruing thereon, will be used to pay remaining approved Expedited Settlement Claims, if any, approved Explantation Claims, Rupture Claims and/or Current Claims, less Settlement Class Counsel fees, disbursements and administrative costs. Subject to the terms and conditions of the Agreement, each Approved Claimant shall be entitled to receive payment and compensation to be calculated in

accordance with the ratios or amounts indicated in the Compensation Schedule, attached as Exhibit A-1 to the Agreement.

1.3. The Sixth Payment

Subject to the direction of the Quebec Court, the sixth payment described in Subparagraph 4.1 (vi) of the Agreement, and any interest accruing thereon, will be used to pay approved Ongoing Claims, less Settlement Class Counsel fees, disbursements and administrative costs. Subject to the terms and conditions of the Agreement, each Approved Ongoing Claimant shall be entitled to receive payment and compensation to be calculated in accordance with the ratios indicated in the Compensation Schedule, attached as Exhibit A-1 to the Agreement.

Compensation payable to Approved Ongoing Claimants may be increased to reflect a "cost of living" adjustment, pursuant to an appropriate index and subject to the Quebec Court's approval, provided monies are available at the end of the Allocation Period during which claims are being administered, and provided Approved Ongoing Claimants do not otherwise receive greater compensation than similarly situated Approved Current Claimants.

1.4. Settlement Class Counsel Fees

(i) The Quebec Court shall retain ongoing authority, upon motion of Settlement Class Counsel, to allocate from the Settlement Amount Settlement Class Counsel fees to be approved by the Quebec Court and paid to Settlement Class Counsel or as the Quebec Court directs.

(ii) Plaintiff and Settlement Class Counsel undertake and warrant to Dow Corning that immediately after Settlement Class Counsel fees have been approved by the Quebec Court, they shall direct the Claims Administrator to withhold from such Settlement Class Counsel fees, an amount sufficient to reimburse the *Fonds d'aide aux recours collectifs* ("*Fonds*") for all monies granted and paid out by the *Fonds* to the Plaintiffs with respect to the Quebec Class Action.

## 2. REGISTRATION & CLAIM FORM AND OTHER DOCUMENTATION

2.1. Registration

The Registration & Claim Form is designed to enable an Eligible Claimant to register to participate in the settlement and to make an Expedited Settlement Claim, an Explantation Claim, a Rupture

Claim, a Current Claim or an Ongoing Claim. Subject to the Quebec Court's approval, the Registration & Claim Form shall be in the form attached as Exhibit E-1 to the Agreement. Sections 1 through 5 and 7 constitute the registration portion of the form, and Section 6 and 7 constitute the claim portion of the form.

Eligibility for approval requires proper completion and execution of the Registration & Claim Form, including declaring in Section 2 of that form that the Eligible Claimant (1) has not accepted nor agreed to accept compensation from any of Dow Corning and/or the Released Parties with respect to Dow Corning Breast Implants pursuant to any means other than the Agreement, (2) has not released, by settlement, judgment, court order or otherwise, Dow Corning and/or the Released Parties with respect to Dow Corning Breast Implants, and (3) has not had dismissed her action(s) against Dow Corning and/or the Released Parties with respect to Dow Corning Breast Implants.

The Registration & Claim Form shall be accompanied by Product Identification Documentation sufficient to establish that the Eligible Claimant's Breast Implants are or were Dow Corning Breast Implants, as provided in Section 2.2, below.

2.2. Additional Registration Information: Product Identification Documentation

(i) To be deemed sufficient to establish that the Settlement Class Member's Breast Implants are or were Dow Corning Breast Implants "Product Identification Documentation" shall consist of:

a. hospital records or the implanting surgeon's report of the surgery specifying that the Settlement Class Member was implanted with Dow Corning Breast Implants;

b. certified copies of medical records that contain the package label for the Dow Corning Breast Implants with which the Settlement Class Member was implanted; or

c. if the Product Identification Documentation specified in Subparagraphs 2.2(i)(a) or (b), above, is not available, a written statement signed by the implanting surgeon or by an authorized representative of the hospital or clinic where the implantation of the Settlement Class Member's Dow Corning Breast Implants was

performed, stating that the Settlement Class Member was implanted with Dow Corning Breast Implants.

Such statement cannot rest upon unacceptable and insufficient proof of product identification as outlined in Subparagraph 2.2(iv), below, and it must be accompanied by an affidavit from the Settlement Class Member stating:

- the steps taken by the Settlement Class Member to obtain Product Identification Documentation as outlined in Subparagraphs 2.2(i)(a) and (b), above; and

- the responses, if any, to those steps.

(ii) If a Settlement Class Member is unable to provide Product Identification Documentation as outlined in Subparagraph 2.2(i), above, and the Settlement Class Member was implanted with Breast Implants in Quebec at any time between March 1, 1979 and February 26, 1984, the Settlement Class Member may attach Laperriere Product Identification, as that term is defined in Paragraph 1.27 of the Agreement and described in Exhibit E-5 to the Agreement.

Such Laperriere Product Identification must be accompanied by an affidavit from the Settlement Class Member stating:

- the steps taken by the Settlement Class Member to obtain Product Identification Documentation as outlined in Subparagraphs 2.2(i), above; and

- the responses, if any, to those steps.

(iii) If a Settlement Class Member is unable to provide Product Identification Documentation as outlined in Subparagraphs 2.2(i) or (ii), above, the Settlement Class Member may submit to the Claims Administrator such other objective verification of the identification of the Dow Corning Breast Implants as may be acceptable to the Claims Administrator, subject to the approval of Settlement Class Counsel and Dow Corning, neither of whose approval shall be unreasonably withheld. Such objective verification cannot rest upon unacceptable and insufficient proof of product identification as described in Subparagraph 2.2(iv), below.

Such other objective verification as described in Subparagraph 2.2 (iii), above, must be accompanied by an affidavit from the Settlement Class Member stating:

a. the steps taken by the Settlement Class Member to obtain the Product Identification Documentation outlined in Subparagraphs 2.2(i) and (ii), above; and

b. the responses, if any, to those steps.

(iv) Statements from medical personnel describing their typical or general practices concerning implant usage during a given time period, or a statement from the Settlement Class Member or any other person that seeks to identify the manufacturer or brand based upon recollection, shall be unacceptable and insufficient proof of product identification.

(v) If a Settlement Class Member is unable to swear out an affidavit as outlined in Subparagraphs 2.2 (i)(c), (ii), (iii) or (iv), above, she may produce a declaration explaining the circumstances why she cannot be sworn before a commissioner of oaths. In such a case Settlement Class Counsel and the Claims Administrator will evaluate these reasons and determine if such reasons are acceptable. If both agree that the reasons are acceptable, the declaration will be considered sufficient. In case of a disagreement between Settlement Class Counsel and the Claims Administrator, the individual case will be submitted to the Quebec Court.

2.3. Making a Claim

To make a claim, a Settlement Class Member must complete Sections 6 and 7 of the Registration & Claim form and submit the supporting Medical Documentation necessary to establish her eligibility for the claim she is making.

2.4. Additional Claim Information: Supporting Medical Documentation

(i) For Explantation

Supporting Medical Documentation for Explantation shall consist of any of the following types of documents, so long as the document(s) submitted set forth or establish clearly the date of the Explantation:

a. the surgical report;

b. contemporaneous hospital records (including the hospital pathology report);

c. the explanting surgeon's contemporaneous office notes; or

d. the bill from the explanting surgeon or private clinic.

(ii) For Rupture

Supporting Medical Documentation for Rupture shall consist of documentation that a silicone-gel Dow Corning Breast Implant has been removed. Such documentation must consist of a contemporaneous operative report and, if available, a pathology report.

(iii) For Designated Medical Conditions

Supporting Medical Documentation for Designated Medical Conditions shall consist of

a. a clinical diagnosis made by a Licensed Medical Specialist, together with the examination reports and test results on which the diagnosis is based, that will enable the Claims Administrator to verify the Designated Medical Condition for which compensation is being claimed and to assign the Eligible Claimant to a Severity/Disability Category; and

b. where applicable pursuant to the Medical Conditions List, a Statement of Disability, as defined in Paragraph I.E of Exhibit A-2 to the Agreement, from a treating physician who has performed a disability examination and evaluation of the Eligible Claimant.

## 3. PROCEDURES AND DEADLINES FOR REGISTERING AND MAKING CLAIMS

### 3.1. Expedited Settlement Claims

In order to make an Expedited Settlement Claim, a Settlement Class Member must mail to the Claims Administrator, postmarked on or before the Registration & Claim Deadline all of the following:

(i) a properly completed and executed Registration & Claim Form, the form of which is attached as Exhibit E-1 to the Agreement attaching, if necessary, an Affidavit of Unrepresented Settling Claimant;

(ii) acceptable Product Identification Documentation, as provided in Paragraph 2.2, above;

(iii) a properly completed and executed Release of Dow Corning and the Released Parties, the form of which is attached as Exhibit E-4 to the Agreement.

A Settlement Class Member who makes an Expedited Settlement Claim may also make an Explantation Claim but may not make a Rupture Claim or a claim as a Current Claimant or an Ongoing Claimant for compensation for any Designated Medical Condition.

3.2. Explantation Claims

In order to make an Explantation Claim, a Settlement Class Member who had an Explanation must mail to the Claims Administrator, postmarked on or before the Registration and Claim Deadline all of the following:

(i) a properly completed and executed Registration & Claim Form, the form of which is attached as Exhibit E-1 to the Agreement attaching, if necessary, an Affidavit of Unrepresented Settling Claimant;

(ii) acceptable Product Identification Documentation, as provided in Paragraph 2.2, above;

(iii) acceptable Supporting Medical Documentation as provided in Paragraph 2.4, above; and

(iv) a properly completed and executed Release of Dow Corning and the Released Parties, the form of which is attached as Exhibit E-4 to the Agreement.

A Settlement Class Member who makes an Explantation Claim may also make an Expedited Settlement Claim but may not make a Rupture Claim, a Current Claim or an Ongoing Claim.

An Eligible Claimant who has her Dow Corning Breast Implant removed during the ninety (90) days immediately preceding the Registration & Claim Deadline will be allowed thirty (30) days beyond the Registration & Claim Deadline to submit her properly completed and executed Product Identification Documentation and Supporting Medical Documentation.

3.3. Rupture Claims

In order to make a Rupture Claim, a Settlement Class Member must mail to the Claims Administrator, postmarked on or before the Registration & Claim Deadline all of the following:

(i) a properly completed and executed Registration & Claim Form, the form of which is attached as Exhibit E-1 to the Agreement attaching, if necessary, an Affidavit of Unrepresented Settling Claimant;

(ii) acceptable Product Identification Documentation as provided in Paragraph 2.2, above;

(iii) acceptable Supportive Medical Documentation as provided in Paragraph 2.4, above; and

(iv) a properly completed and executed Release of Dow Corning and the Released Parties, the form of which is attached as Exhibit E-4 to the Agreement.

A Settlement Class Member who makes a Rupture Claim may also make a Current Claim for Designated Medical Condition or an Ongoing Claim for Designated Medical Condition, but may not make an Expedited Claim or an Explantation Claim.

3.4. Current Claims for Designated Medical Conditions

In order to make a Current Claim for compensation for a Designated Medical Condition, a Settlement Class Member must mail to the Claims Administrator, postmarked on or before the Registration & Claim Deadline all of the following:

(i) a properly completed and executed Registration & Claim Form, the form of which is attached as Exhibit E-1 to the Agreement attaching, if necessary, an Affidavit of Unrepresented Settling Claimant;

(ii) acceptable Product Identification Documentation, as provided in Paragraph 2.2, above;

(iii) acceptable Supporting Medical Documentation, as provided in Paragraph 2.4, above; and

(iv) a properly completed and executed Release of Dow Corning and the Released Parties, the form of which is attached as Exhibit E-4 to the Agreement.

A Settlement Class Member who makes a Current Claim for compensation for a Designated Medical Condition may make also a Rupture Claim or a further Ongoing Claim if her condition worsens, but she may not make an Expedited Settlement Claim or an Explantation Claim.

3.5. Ongoing Claims for Designated Medical Conditions

In order to make an Ongoing Claim for compensation for a Designated Medical Condition, a Settlement Class Member must:

(i) mail to the Claims Administrator, postmarked no later than the Registration & Claim Deadline all of the following:

a. a Registration & Claim Form, the form of which is attached as Exhibit E-1 to the Agreement, with Sections 1 through 5 and 7 properly completed and executed attaching, if necessary, an Affidavit of Unrepresented Settling Claimant; and

b. acceptable Product Identification Documentation as provided in Paragraph 2.2, above; and

(ii) mail to the Claims Administrator, postmarked no later than the Final Claim Deadline all of the following:

a. a Registration & Claim Form, the form of which is attached as Exhibit E-1 to the Agreement, with Sections 6 and 7 properly completed and executed including all claims information along with identifying registration information; and

b. acceptable Supporting Medical Documentation, as provided in Paragraph 2.4, above; and

c. a properly completed and executed Release of Dow Corning and the Released Parties, the form of which is attached as Exhibit E-4 to the Agreement.

3.6. Notice of Final Claim Deadline

At a reasonable time before the Final Claim Deadline, notice, in a form to be approved by the Quebec Court after consultation with Settlement Class Counsel and the Claims Administrator, shall be given to all registered Settlement Class Members to inform them of the Final Claim Deadline and its effect.

## 4. GENERAL CLAIMS PROCESSING GUIDELINES

4.1. The Claims Administrator shall process all claims in a cost-effective and timely manner.

4.2. If the Claims Administrator has a reasonable basis to believe a claim is fraudulent, he or she shall bring the claim to the Quebec Court for resolution.

4.3. Technical Deficiencies

(i) If, during claims processing, the Claims Administrator finds that technical deficiencies exist in a Settlement Class Member's Registration & Claim Form, Solicitor's Certificate of Independent Legal Advice or Affidavit of Unrepresented Settlement Class Member, Product Identification Document, Supporting Medical Documentation or other documentation, the Claims Administrator shall notify via registered mail the Settlement Class Member or her counsel, if represented, of the technical deficiencies, and shall allow the Settlement Class Member sixty (60) days from the date of receipt of such notice to correct the deficiencies. If the deficiencies are not corrected within the sixty (60) day period, the Claims Administrator shall reject the claim without prejudice to the right of the Settlement Class Member to resubmit the claim for consideration as an Ongoing Claim, provided the Settlement Class Member is able to meet the Final Claim Deadline and other requirements set forth in this Agreement.

(ii) As made clear by Subparagraph 5.4(ii), the technical deficiencies referred to in this Paragraph 4.3 shall not include missing the deadlines for registering, making claims or submitting any required documentation as set forth in this Agreement.

4.4. In the event a Settlement Class Member who is a Dow Corning Breast Implant Recipient satisfies the Claims Administrator that her failure to mail in the registration portion of the Registration & Claim Form and/or Product Identification Documentation on or before the Registration & Claim Deadline was a result of incapacitating illness or other good cause, the Claims Administrator may consider her claim as an Ongoing Claim. In no event shall the Claims Administrator consider Registration & Claim Forms, Product Identification Documentation, and/or Supporting Medical Documentation postmarked after the Final Claim Deadline.

## 5. APPROVAL OR REJECTION OF CLAIMS

5.1. Expedited Settlement Claims

In order for an Eligible Claimant to become an Approved Expedited Settlement Claimant and receive payment pursuant to Section 6.1 of the Agreement and Section 1, above, the Claims Administrator must determine that:

(i) the Eligible Claimant forwarded a properly completed and executed Registration & Claim Form to the Claims Administrator postmarked on or before the Registration & Claim Deadline;

(ii) the Eligible Claimant forwarded Product Identification Documentation to the Claims Administrator postmarked on or before the Registration & Claim Deadline and such documentation meets the criteria outlined in Paragraph 2.2, above; and

(iii) the Eligible Claimant forwarded a properly completed and executed Release of Dow Corning and the Released Parties to the Claims Administrator.

5.2. Explantation Claims

In order for an Eligible Claimant to become an Approved Explantation Claimant and receive payment pursuant to Section 6.1 of the Agreement and Section 1, above, the Claims Administrator must determine that, subject to the exception provided in Paragraph 3.2, above, regarding an Eligible Claimant who has her Dow Corning Breast Implant removed during the ninety (90) days immediately preceding the Registration & Claim Deadline:

(i) the Eligible Claimant forwarded a properly completed and executed Registration & Claim Form to the Claims Administrator postmarked on or before the Registration & Claim Deadline;

(ii) the Eligible Claimant forwarded Product Identification Documentation to the Claims Administrator postmarked on or before the Registration & Claim Deadline and such documentation meets the criteria outlined in Paragraph 2.2, above;

(iii) the Eligible Claimant forwarded Supporting Medical Documentation to the Claims Administrator postmarked on or before the Registration & Claim Deadline and such documentation meets the criteria outlined in Paragraph 2.4, above; and

(iv) the Eligible Claimant forwarded a properly completed and executed Release of Dow Corning and the Released Parties to the Claims Administrator.

5.3. Rupture Claims

In order for an Eligible Claimant to become an Approved Rupture Claimant and receive payment pursuant to Section 6.1 of the Agreement and Section 1, above, the Claims Administrator must determine that:

(i) the Eligible Claimant forwarded a properly completed and executed Registration & Claim Form to the Claims Administrator postmarked on or before the Registration & Claim Deadline;

(ii) the Eligible Claimant forwarded Product Identification Documentation to the Claims Administrator postmarked on or before the Registration & Claim Deadline and such documentation meets the criteria outlined in Paragraph 2.2, above;

(iii) the Eligible Claimant forwarded Supporting Medical Documentation to the Claims Administrator postmarked on or before the Registration & Claim Deadline and such documentation establishes that she has or had at least one Rupture and meets the criteria outlined in Paragraph 2.4, above;

(iv) the Eligible Claimant forwarded a properly completed and executed Release of Dow Corning and the Released Parties to the Claims Administrator; and

(v) the Eligible Claimant otherwise meets the criteria and prerequisites for compensation set forth in the Agreement.

5.4. Current Claims for Designated Medical Conditions

In order for an Eligible Claimant to become an Approved Current Claimant and receive payment pursuant to Section 6.1 of the Agreement and Section 1, above, the Claims Administrator must determine that:

(i) the Eligible Claimant forwarded a properly completed and executed Registration & Claim Form to the Claims Administrator postmarked on or before the Registration & Claim Deadline;

(ii) the Eligible Claimant forwarded Product Identification Documentation to the Claims Administrator postmarked on or before the Registration & Claim Deadline and such documentation meets the criteria outlined in Paragraph 2.2, above;

(iii) the Eligible Claimant forwarded Supporting Medical Documentation to the Claims Administrator postmarked on or before the Registration & Claim Deadline and such documentation establishes that she has or had at least one Designated Medical Condition and meets the criteria outlined in Paragraph 2.4, above;

(iv) the Eligible Claimant forwarded a properly completed and executed Release of Dow Corning and the Released Parties to the Claims Administrator; and

(v) the Eligible Claimant otherwise meets the criteria and prerequisites for compensation set forth in the Agreement.

5.5. Ongoing Claims for Designated Medical Conditions

In order for an Eligible Claimant to become an Approved Ongoing Claimant and receive payment pursuant to Section 6.1 of the Agreement and Section 1, above, the Claims Administrator must determine that:

(i) the Eligible Claimant forwarded the completed registration portion of the Registration & Claim Form to the Claims Administrator postmarked on or before the Registration & Claim Deadline;

(ii) the Eligible Claimant forwarded Product Identification Documentation to the Claims Administrator postmarked on or before the Registration and Claim Deadline and such documentation meets the criteria outlined in Paragraph 2.2, above;

(iii) the Eligible Claimant completed and forwarded the claim portion of the Registration & Claim Form to the Claims Administrator postmarked on or before the Final Claim Deadline;

(iv) the Eligible Claimant forwarded Supporting Medical Documentation to the Claims Administrator postmarked on or before the Final Claim Deadline and such documentation establishes that she has or had at least one Designated Medical Condition and meets the criteria outlined in Paragraph 2.4, above;

(v) the Eligible Claimant forwarded a properly completed and executed Release of Dow Corning and the Released Parties to the Claims Administrator; and

(vi) the Eligible Claimant otherwise meets the criteria and prerequisites for compensation set forth in this Agreement.

5.6. Reports, Notification and Payment

(i) The Claims Administrator shall notify via registered mail Eligible Claimants, or their counsel if they are represented, as to the (1) approval or rejection of their claims and (2) their placement on the Compensation Schedule.

(ii) Subject to Section 1, above, the Claims Administrator shall promptly make arrangements to pay Approved Expedited Settlement Claimants who have submitted properly executed Releases of Dow Corning and the Released Parties as expeditiously as possible and in the order in which the Expedited Settlement Claims were received.

Subject to the ongoing authority of the Quebec Court, all Approved Expedited Settlement Claimants shall be paid in full before payment of any Approved Explantation Claim, Approved Current Claim or Approved Ongoing Claim.

(iii) Subject to Section 1, above, the Claims Administrator shall promptly make arrangements to pay Approved Claimants who have submitted properly executed Releases of Dow Corning and the Released Parties and Approved Ongoing Claimants who have submitted properly executed Releases of Dow Corning and the Released Parties. Should appeals filed pursuant to Section 10, below, if any, not be decided promptly, the Claims Administrator may, after consultation with Settlement Class Counsel and with leave of the Quebec Court, make partial payment to Approved Claimants who have not filed such appeals.

## 6. COMPENSATION FOR PRE-EXISTING MEDICAL CONDITIONS

Approved Claimants shall not be entitled to receive compensation for medical conditions that became manifest prior to the implantation of a Dow Corning Breast Implant, except as expressly provided for in this section. The term "post-implant" shall mean any time after the Eligible Claimant is implanted with a Dow Corning Breast Implant.

6.1. If, post-implant, an Eligible Claimant develops a Designated Medical Condition that the Eligible Claimant did not have before receiving a Dow Corning Breast Implant, the Eligible Claimant shall be entitled to receive compensation as set forth in the Compensation Schedule for the Designated Medical Condition that developed post-implant.

6.2. If, post-implant, an Eligible Claimant develops the requisite number of listed symptoms necessary to qualify for compensation under the ACTD category in the Medical Conditions List, that Eligible Claimant shall be entitled to receive compensation under the ACTD category notwithstanding the fact that the Eligible Claimant had, prior to implantation of a Dow Corning Breast Implant, suffered from other symptoms listed in the ACTD category.

6.3. If, post-implant, an Eligible Claimant develops a more serious level of a pre-existing medical condition (e.g., the Eligible Claimant moves from Scleroderma -- Category C to Scleroderma -- Category A), the Eligible Claimant shall be entitled to receive the difference between (i) the amount of compensation to which other Approved Claimants in the higher compensated group are entitled (e.g., Scleroderma -- Category A), and (ii) the amount of compensation to which other Approved Claimants in the lower compensated group are entitled (e.g., Scleroderma – Category C) at the time the claim is approved.

## 7. COMPENSATION FOR MULTIPLE MEDICAL CONDITIONS

Any Eligible Claimant who, at the time of submission of a claim, meets the eligibility requirements for more than one category under the Medical Conditions List shall be entitled to receive the amount of compensation applicable only to the most highly compensated medical condition for which the Eligible Claimant qualifies, except that an Eligible Claimant who meets the eligibility requirements for Rupture and a Designated Medical Condition is entitled to compensation for both to be calculated in accordance with the ratios and amounts indicated in the Compensation Schedule,.

## 8. COMPENSATION FOR MORE SERIOUS MEDICAL CONDITIONS DEVELOPING AFTER AN AWARD OF COMPENSATION

Any Approved Claimant who receives an award of compensation under this Agreement and who subsequently develops an additional Designated Medical Condition that is compensable hereunder shall be entitled, subject to the availability of funds and other provisions of the Agreement, to compensation as otherwise provided in the Agreement, in an amount equal to (1) the amount of compensation for the new medical condition (at the time the new claim is approved) less (2) the amount of compensation for the original condition.

## 9. COMPENSATION FOR MULTIPLE IMPLANTS

9.1. It is recognized by the Plaintiff and Dow Corning that some Settlement Class Members have or had implanted in their bodies one or more Dow Corning Breast Implants and one or more Breast Implants that are not Dow Corning Breast Implants. In any case where an Approved Claimant has had implanted in her body a Dow Corning Breast Implant and one or more Breast Implants that are not Dow Corning Breast Implants, the compensation payable to the Approved Claimant shall be a percentage of the compensation paid to other Approved Claimants with only Dow Corning Breast Implants. Such percentage shall be based upon the ratio between the number of Dow Corning Breast Implants to the total number of all of the Approved Claimant's Breast Implants. (For illustrative purposes only, where an Approved Claimant had one Dow Corning Breast Implant and three Breast Implants other than Dow Corning Breast Implants, she would be entitled to receive twenty-five percent [25%] of the compensation that would be awarded to a similarly situated Approved Claimant with only Dow Corning Breast Implants.)

9.2. In any case where an Approved Claimant has had implanted in her body a Dow Corning Breast Implant and one or more Breast Implants that are not Dow Corning Breast Implants, the Approved Claimant may submit documentation to the Claims Administrator to modify the effect of the percentage-based calculation referred to in Paragraph 9.1, above. In rendering its decision under this Section 9, the Claims Administrator may

consider only the length of time each respective Breast Implant was in place.

9.3. In any case where an Approved Claimant with multiple Breast Implants has received compensation from the **MEC Settlement** (i.e., the class action settlement of breast implant claims entered into by various parties in the Superior Court for the District of Montreal, as approved by the Honourable Mr. Justice Andre Denis, j.c.s., and in the Ontario Court [General Division], as approved by the Honourable Mr. Justice Warren K. Winkler, respectively, Power et al. v. Bristol-Myers Squibb Co., No. 500-06-000004-917, and Serwaczek v. Medical Engineering Corp., Court File No. 17629/94), the **Baxter Settlement** (i.e., the class action settlement of breast implant claims entered into by various parties in the Quebec Superior Court, as approved by the Honourable Mr. Justice Irving Halperin, and in the Ontario Court [General Division], as approved by the Honourable Mr. Justice Warren K. Winkler, and as subsequently revised and approved as, respectively, Pelletier and Lamontagne v. Baxter Healthcare Corp. & Baxter Int'l Inc., No. 500-06-000005-955, and Jones and Furneaux v. Baxter Healthcare Corp. and Baxter Int'l Inc., No. 18169/94) or the **U.S. Settlement** (i.e., the "Breast Implant Litigation Settlement Agreement" that was filed in March 1994 in the United States multidistrict litigation captioned In re: Silicone Gel Breast Implant Products Liability Litigation MDL 926, Master File No. CV-92-P-10000-S, executed by Dow Corning Corporation and other entities and approved on September 1, 1994, as that Agreement has been implemented pursuant to Order Number 27 and other orders), the Approved Claimant's compensation pursuant to that settlement shall be considered by the Claims Administrator. In instances where the claims administrator of the MEC Settlement, the Baxter Settlement or the U.S. Settlement modified the effect of the multiple implants percentage-based calculation pursuant to the MEC Settlement, the Baxter Settlement or the U.S. Settlement, the Claims Administrator shall, if necessary, adjust the percentage calculated pursuant to Paragraphs 9.1 and 9.2, above, so that the Approved Claimant's percentages of compensation from the MEC Settlement, Baxter Settlement, the U.S. Settlement and the Agreement do not exceed a cumulative total of one hundred percent (100%) of the amount allowable under the Agreement. (For example, where an Approved Claimant has two Breast Implants, one of which is a Dow Corning Breast Implant and the other of which is an MEC or Baxter Breast Implant, she would normally have received fifty percent (50%) compensation under the MEC Settlement or the Baxter Settlement and would receive fifty percent (50%) compensation under this Agreement. However, if she was awarded seventy-five percent (75%) compensation in the MEC Settlement or the Baxter Settlement, such Approved Claimant would only receive twenty-five percent (25%) of her total compensation under this Agreement.) The Claims Administrator shall obtain from the claims administrators of the

above class action settlements a list of the indemnities paid out to multiple implant claimants. The Claims Administrator may, if necessary, apply to the Quebec Court for a court order for the release of the above information from the claims administrators of the MEC Settlement, the Baxter Settlement and the U.S. Settlement for administrative purposes.

## 10. APPEAL OF CLAIMS

### 10.1. Procedure

An Eligible Claimant shall be granted sixty (60) days from the date she receives notification pursuant to Subparagraph5.6(i), above, to appeal her placement on the Compensation Schedule or the rejection of her claim. Such appeal will be on the basis of written submissions, supported only by the documentation originally provided to the Claims Administrator. The appeals will be determined by the Quebec Court except that the Claims Administrator will have the discretion to approve claims which it determines will be successful on appeal.

### 10.2. Final Decision

The judgment of the Quebec Court respecting any appeal from the Claims Administrator's decision is final and binding and shall not be subject to any further appeal or revision whatsoever.

## 11. DISPOSITION OF REMAINDER OF FUNDS AFTER THE FINAL CLAIM DEADLINE

After the distribution of initial payments to Approved Ongoing Claimants, the Claims Administrator shall distribute any funds remaining among all claimants whose claims for compensation for a Designated Medical Condition were approved on a *pro rata* basis or in such other equitable manner as may be approved by the Quebec Court.