

Settlement Scheme – BSC Class Action

[date] 2022

Debra Fowkes v Boston Scientific Corporation & Anor
Federal Court of Australia, Proceeding NSD 244 of 2021

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Overview and Summary

- A. On 12 July 2022, Federal Court Proceeding NSD 244 of 2021 (*Fowkes v Boston Scientific Corporation & Anor*) (the **Proceeding**) was settled, subject to Court approval, on terms set out in a Deed of Settlement executed by the parties to the Proceeding (the **Deed**). If the settlement is approved, an Administrator will be appointed by the Court (the proposed Administrator is Shine) to administer the Interim Controlled Monies Account and Settlement Account which are to be established and managed according to the terms of the Deed, thereby creating a Settlement Fund.
- B. This Settlement Scheme sets out the procedures and substantive requirements for the distribution of the Settlement Fund which will be established if the proposed settlement of the Proceeding is approved. It enables the assessment of eligibility and rights to compensation of Participating Group Members by Scheme Administrators and provides for the payment by the Administrator of compensation to Participating Group Members out of the Settlement Fund. It is to be read in conjunction with the Deed. Terms not otherwise defined in this Settlement Scheme are as defined in the Deed.
- C. The Settlement Scheme will not be operative unless and until the Court approves the proposed settlement pursuant to s33(V) of the *Federal Court of Australia Act 1976* (Cth) and the Approval Orders are Finally Approved.
- D. The proposed settlement and this Settlement Scheme are made with a specific denial of liability and are not to be represented as an admission of liability by the Respondents or any of their related entities.
- E. The Settlement Scheme is to be implemented in a timely and cost effective manner. It has the following major elements:

Stage	Clause	Procedure
Registration	Clause 4	Group Members who wish to make a claim under this Settlement Scheme, and who are not already deemed to have registered by reason of having completed a Registration Form, must now complete a Registration Form within the prescribed timeframe.
Eligibility determination	Clause 5	The Scheme Administrators will assess and determine the eligibility of Group Members to become Participating Group Members who may receive compensation under the Settlement Scheme.
Assessment of Compensation	Clause 7	The Scheme Administrators will assess and determine the amount of compensation to be paid to the Participating Group Members.
Review rights	Clause 8	A Review may be sought by a person who is dissatisfied with a determination that they are not a Participating Group Member, or by a Participating Group Member who is dissatisfied with a compensation assessment.

Interim Compensation Payments	Clause 9	Following confirmation, in accordance with clause 9.6 of the Deed, that Final Lien Resolution has occurred, the Scheme Administrators may begin the process of determining the value of Interim Compensation Payments which will be paid to Participating Group Members by the Administrator in accordance with this Settlement Scheme.
Scheme Finalisation	Clause 10	Following completion of compensation assessments for all Participating Group Members, the Scheme Administrators and Administrator will attend to finalisation of the Settlement Scheme, including by determining the value of, and making, Final Compensation Payments.

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1. Definitions and interpretation

In this Settlement Scheme, terms not otherwise defined under the Deed shall have the meanings set forth below.

“AJB” means AJB Stevens Pty Ltd.

“Assessed Compensation Amount” means the amount equal to:

- (a) the total points assessed by the Scheme Administrators as applicable to a Participating Group Member’s claim pursuant to clause 7.3(b)(i) of this Settlement Scheme multiplied by \$2,000; together with
- (b) any Assessed Loss of Income in respect of that Participating Group Member.

The amount payable to a Participating Group Member under this Settlement Scheme may ultimately be assessed up or down from the Assessed Compensation Amount by the Scheme Administrators on a pro rata basis in accordance with clause 11.4 having regard to the total Assessed Compensation Amounts payable to all Participating Group Members, the value of the Settlement Fund and the advice of the Scheme Actuary.

“Assessed Loss of Income” means an assessment of past and future income loss by the Scheme Administrators determined in accordance with clause 7.3(b)(ii).

“BSC Transvaginal Mesh Device” means the POP Implants and SUI Implants as defined in Schedule 2.

“Burrows Proceeding” means Proceeding NSD 498 of 2021 in the Federal Court (*Burrows & Ors v Boston Scientific Corporation & Anor*).

“Claim Deadline” means 30 days after the last day on which the Settlement Notice is published.

“Deed” means the Settlement Deed dated 12 July 2022 and executed by the parties to the Proceeding.

“Eligibility Criteria” has the meaning given in clause 5.1.

“Final Compensation Payment” means the final amount of compensation which the Scheme Administrators determine is payable to Participating Group Members in accordance with clause 10.1 and is to be paid by the Administrator in accordance with clause 10.2.

“Implant Evidence” means the documentation that must be obtained to establish proof of implantation with a BSC Transvaginal Mesh Device (which, for the avoidance of doubt, need not be in a form which would be admissible under the *Evidence Act 1995* (Cth)), namely:

- (a) product identification sticker, tag or label from the implanted BSC Transvaginal Mesh Device;
- (b) medical records contemporaneous to the implantation procedure for the BSC Transvaginal Mesh Device recording the product identification information (product numbers) from the product identification sticker, tag or label or information identifying the model of the BSC Transvaginal Mesh Device;

- (c) documentation from the implanting surgeon providing confirmation of the model of the BSC Transvaginal Mesh Device or that the implanted device was a BSC Transvaginal Mesh Device;
- (d) documentation from the implanting hospital purchasing department providing confirmation of the model of the BSC Transvaginal Mesh Device or that the implanted device was a BSC Transvaginal Mesh Device; or
- (e) documentation from a private health insurer providing confirmation of the model of the BSC Transvaginal Mesh Device or that the implanted device was a BSC Transvaginal Mesh Device by way of prosthesis code or device description.

“Interim Compensation Payment” means any interim payment which the Scheme Administrators determine is payable to Participating Group Members in accordance with clause 9.1 and is to be paid by the Administrator in accordance with clause 9.2.

“Notice of Eligibility” has the meaning given in clause 5.3.

“Notice of Assessment” has the meaning given in clause 7.4.

“Notice of Review Assessment” has the meaning given in clause 8.5(f).

“Reimbursement Payment” means a payment to the Applicant for reimbursement of the time and expenses that were expended by her in prosecuting the Proceeding in an amount of \$20,000.00 or such other amount as is approved by the Court.

“Registration Form” means a registration form substantially in the form approved by the Court pursuant to orders made in the Proceeding on 3 September 2021.

“Review Assessor” means a member of the Bar or a solicitor who is not employed by or a principal of Shine or AJB and who has substantial experience in personal injury litigation, who is appointed by the Scheme Administrators pursuant to clause 8.5(a).

“Scheme Actuary” means an actuarial expert appointed by the Scheme Administrators to assist them in determining the appropriate level of compensation to be paid to Participating Group Members from time to time during the administration of the Settlement Scheme.

“Scheme Administrators” means Rebecca Jancauskas and Janice Saddler (of Shine), jointly and severally, or such other person or persons as may be appointed by the Court to administer this Settlement Scheme.

“Settlement Scheme” means this Settlement Scheme, including the rights and obligations created by this Scheme. For the avoidance of doubt, the Settlement Scheme may be amended by the Court as it deems fit.

“Shine” means Shine Lawyers Pty Ltd trading as Shine Lawyers.

“Surgical or Treatment Evidence” means proof, by way of contemporaneous medical records, which may include contemporaneous medical practitioner or hospital records supplemented by a letter or report from the medical practitioner providing any necessary clarification of the contents of the records, of each claimed complication, surgical intervention or non-surgical treatment in respect of which compensation is claimed under this Settlement Scheme. For the avoidance of doubt, Surgical

or Treatment Evidence need not be in a form which would be admissible under the *Evidence Act 1995* (Cth).

“\$ or dollar” means the lawful currency of the Commonwealth of Australia.

2. Appointment and functions of Scheme Administrators

2.1 Appointment of Scheme Administrators

- (a) Subject to the Court’s approval, Rebecca Jancauskas and Janice Saddler (of Shine) will be jointly and severally appointed as Scheme Administrators to administer and implement the Settlement Scheme fairly and reasonably according to its terms. Ms Jancauskas’ and Ms Saddler’s duties to the Court will take priority over any duties they may owe to individual Group Members.
- (b) In the performance of their functions as Scheme Administrators Ms Jancauskas and Ms Saddler will have the same immunities from suit as attach to a Referee appointed pursuant to s.54A of the *Federal Court of Australia Act 1976* (Cth) by the Court.

2.2 Delegation of Scheme Administrators’ functions to AJB

- (a) Subject to clause 2.3, the Scheme Administrators may in their absolute discretion delegate to AJB, in respect of persons who are clients of AJB, the function of obtaining Implant Evidence for the purpose of facilitating assessment of whether the client meets the Eligibility Criteria pursuant to clause 5.1.
- (b) The following functions must not be delegated by the Scheme Administrators:
 - i. exercising any of the discretions in clauses 2.3(e), 4.5 or 8.4;
 - ii. making a determination regarding eligibility pursuant to clause 5.2;
 - iii. sending a Notice of Eligibility to a Group Member pursuant to clause 5.3;
 - iv. making a determination as to an Assessed Compensation Amount pursuant to clause 7.3; and
 - v. sending a Notice of Assessment to a Group Member pursuant to clause 7.4.
- (c) The Administrator may not delegate functions to AJB in relation to the management of either the Interim Controlled Monies Account or the Settlement Account.

2.3 Responsibilities of AJB in their delegated Scheme Administration functions

If the Scheme Administrators delegate any functions pursuant to clause 2.2, AJB:

- (a) is subject to the same obligations, requirements and limitations that would apply pursuant to this Settlement Scheme to the Scheme Administrators if the relevant functions had not been delegated, including:
 - (i) the obligations in clause 2.1(a); and
 - (ii) the restrictions in clause 7.5;

- (b) must work cooperatively with the Scheme Administrators in the performance of its delegated functions;
- (c) must within seven (7) days notify the Scheme Administrators if a Group Member purports to give AJB a request for a Review pursuant to clause 8.2;
- (d) is to be paid reasonable professional fees and disbursements with such costs and disbursements to be treated as Administration Costs for the purpose of clause 12.1, subject to clauses 2.3(e)-(g);
- (e) must consult with and seek approval from the Administrator before invoking or relying on clause 7.5, and if AJB fails to do so the Administrator may in its absolute discretion decline to reimburse AJB for the costs of any report obtained pursuant to those clauses;
- (f) must consult with and seek approval from the Administrator before incurring a disbursement that is more than \$250, and if AJB fails to do so the Administrator may in its absolute discretion decline to reimburse AJB for such disbursements; and
- (g) must take steps to minimise disbursements wherever possible.

2.4 Correction of errors

The Scheme Administrators may at any time correct any error, slip or omission that occurs in the administration or implementation of the Settlement Scheme.

3. Implementation of the Settlement

3.1 Payment of the Reimbursement Payment and Applicant's Costs

As soon as reasonably practicable after the Settlement is Finally Approved, in addition to making payments then due under the Deed, the Administrator will:

- (a) pay to the Applicant any Reimbursement Payment in accordance with the Approval Orders; and
- (b) pay to AJB such Costs incurred by the applicants in the Burrows Proceeding as are approved by the Court on application by them.

3.2 Application of the balance of the Settlement Fund

Subject to the provisions of the Deed (including the payment of all Recovery Amounts in accordance with clause 9 of the Deed), the balance of the Settlement Fund (including any interest earned on the Settlement Fund) will be applied and distributed as follows:

- (a) to Participating Group Members in accordance with this Settlement Scheme;
- (b) to the payment of Administration Costs in accordance with clause 12.

4. Registration of Group Members

4.1 Group Members who have submitted a Registration Form

Group Members who have submitted a Registration Form to Shine are deemed to have registered their claim to participate in the Settlement Scheme.

4.2 Group Members who have not submitted a Registration Form

If a Group Member who has not submitted a Registration Form to Shine wishes to participate in the Settlement Scheme, the Group Member must complete and submit a Registration Form by the Claim Deadline at the following website: www.bostonmeshclassaction.com.au.

4.3 Alternative methods of registration

If a Group Member is not able to complete an online Registration Form, the Scheme Administrators may permit the Group Member's registration to be effected by means other than online registration.

4.4 Failure to register by the Claim Deadline

Subject to clause 4.5, if a Group Member registers their claim after the Claim Deadline, the Group Member is not entitled to participate in the Settlement Scheme and foregoes any right she may have had to receive compensation from the Settlement Fund.

4.5 Discretion to waive late registrations

In their discretion, the Scheme Administrators may accept a late registration (that is, a registration effected after the Claim Deadline), if the Group Member has reasonable grounds for late registration, including for the following reasons:

- (a) illness or incapacity; or
- (b) a prolonged absence from their usual place of residence,

except that the Scheme Administrators must not accept a late registration:

- (c) if it is received by the Scheme Administrators more than 12 months after the date on which it was required to be submitted pursuant to clause 4.2.

5. Assessment and determination of eligibility

5.1 Eligibility Criteria

A Group Member becomes a Participating Group Member and is eligible to receive compensation pursuant to this Settlement Scheme if she satisfies the following Eligibility Criteria:

- (a) the Group Member was implanted with one or more BSC Transvaginal Mesh Devices in Australia on any date up to and including 1 June 2022; and
- (b) the Group Member has:
 - (i) not opted out of the Proceeding; nor

- (ii) entered into a deed of release with the Respondents or any of their related entities in respect of any claims that may otherwise have been brought in relation to a BSC Transvaginal Mesh Device (whether in Australia or elsewhere); and
- (c) the Group Member has registered their claim by the Claim Deadline (or by such later time as the Scheme Administrators permit in accordance with clause 4.5).

5.2 Process for determining eligibility

The Scheme Administrators will assess and determine the eligibility of a Group Member pursuant to clause 5.1 in accordance with the following provisions:

- (a) the Scheme Administrators will obtain the Group Member's Implant Evidence;
- (b) the Scheme Administrators will confirm whether the Group Member has filed an opt out notice and, if so, will obtain a copy of the opt out notice;
- (c) the Scheme Administrators will provide to the Respondents an authority signed by the Group Member and the Respondents will within 14 days provide confirmation as to whether or not clause 5.1(b)(ii) applies to the Group Member; and
- (d) upon review of the information obtained in accordance with clauses 5.2(a) to (c), the Scheme Administrators will determine whether the Group Member meets the Eligibility Criteria set out in clause 5.1 and is, therefore, a Participating Group Member.

5.3 Notification to Group Members regarding their eligibility or otherwise

After a determination is made as to whether a Group Member is a Participating Group Member, the Scheme Administrators will promptly send to the Group Member a Notice of Eligibility in which the Scheme Administrators:

- (a) state whether or not the Group Member meets the Eligibility Criteria and is therefore a Participating Group Member; and
- (b) if the Group Member was assessed as ineligible to participate in the Settlement Scheme, provide:
 - i. a short statement of the basis on which the Group Member has been determined not to meet the Eligibility Criteria; and
 - ii. information in relation to their right to seek a Review under clause 8 of this Settlement Scheme.

5.4 Clarification regarding steps required to be taken where a Group Member opted out or has otherwise resolved their claim

For the avoidance of doubt, if and when the Scheme Administrators obtain information pursuant to clauses 5.2(a) and/or 5.2(b) which demonstrates that a Group Member is not eligible to participate in the Settlement Scheme on the basis of clauses 5.1(a) and/or 5.1(b), the Scheme Administrators:

- (a) are not obliged to obtain any further information or materials for the purpose of assessing and determining whether the Group Member satisfies the other Eligibility Criteria; and
- (b) may proceed to make a determination pursuant to clause 5.2 on the basis of the information obtained pursuant to clauses 5.2(a) and/or 5.2(b).

6. Recovery Amounts

6.1 Process for assessment and payment of Recovery Amounts

The Scheme Administrators will:

- (a) inform the Participating Group Members that they may be liable to pay amounts under the Recovery Legislation as a result of the settlement of their Claim;
- (b) identify any and all Recovery Amounts payable in respect of each Participating Group Member's Claim and provide to the Respondents as soon as reasonably practicable relevant documents concerning all Recovery Amounts, including any necessary statutory clearances (for example under the *Social Security Act 1991 (Cth)* or *National Disability Insurance Scheme Act 2013 (Cth)*) or Notices of Charge (under the *Health and Other Services (Compensation) Act 1995 (Cth)*);
- (c) direct the Administrator to, and the Administrator shall, pay from the Settlement Fund all Recovery Amounts which have been notified to the Respondents within 28 days of notification, provided that the Respondents have not given Notice of any objection to such payment being made; and
- (d) inform the Administrator once they have determined that:
 - (i) all liens arising by reason of the Settlement have been ascertained insofar as is reasonably practicable; and
 - (ii) all Recovery Amounts have been paid (including, for the avoidance of doubt, by reason of any bulk payment arrangement entered into by the Administrator and a lienholder in accordance with clause 9.4 of the Deed),

in order that the Administrator may then give Notice to the Respondents of the Administrator's Lien Resolution Determination in accordance with clause 9.5 of the Deed.

7. Assessment of Participating Group Members' claims

7.1 Application of this clause

This clause 7 applies to the Administrator, Scheme Administrators and Participating Group Members.

7.2 Assessment of claims

- (a) Participating Group Members' claims will be assessed and determined by the Scheme Administrators or their delegates:
 - (i) in accordance with the Points System in Schedule 1 of this Scheme; and

- (ii) in cases where a Participating Group Member claims loss of income, in accordance with the provisions and principles which apply to the assessment of past and future loss of income in Divisions 4, 5 and 6 of Part VIB of the *Competition and Consumer Act 2010* (Cth) as in force at 1 January 2022.
- (b) Any delegate appointed by the Scheme Administrators to assess the claims of Participating Group Members must be a senior lawyer with at least five (5) years' experience in personal injury litigation.

7.3 Process for determining Participating Group Members' claims

- (a) The Scheme Administrators will obtain the following insofar as it is relevant and applicable to the assessment of the Participating Group Member's compensable loss or damage:
 - (i) instructions and information from the Participating Group Member;
 - (ii) information from any other person such as a family member or friend of the Participating Group Member;
 - (iii) Implant Evidence, to the extent that those records have not already been obtained pursuant to clause 5.2(a);
 - (iv) Surgical or Treatment Evidence;
 - (v) Medical, clinical or pharmacy records;
 - (vi) reports of treating medical practitioners;
 - (vii) tax returns and other tax, accounting or financial documents;
 - (viii) employment records or other information from the Participating Group Member's employer/s;
 - (ix) invoices regarding any treatment or other expenses incurred by the Participating Group Member;
 - (x) subject to clauses 7.5 and 7.6, reports from:
 - (A) a treating doctor;
 - (B) an "Independent Expert", being a medical expert (such as a urologist or urogynaecologist) or allied health expert (such as an occupational therapist, physiotherapist, rehabilitation physician, pain management specialist or psychiatrist); and, or
 - (C) an accounting expert.
- (b) Upon receiving the information in 7.3(a) the Scheme Administrators will:
 - (i) assign points to the Participating Group Member based on the totality of the information and resources available to them, using their best judgment and

expertise to fairly and reasonably adjudicate claims pursuant to the Points System contained in Schedule 1 to this Settlement Scheme;

- (ii) if the Participating Group Member claims loss of income, assess the value of that claim based on the financial and accounting information available to them, using their best judgment and expertise to fairly and reasonably adjudicate the loss of income claim pursuant to the applicable provisions and principles of Divisions 4, 5 and 6 of Part VIB of the *Competition and Consumer Act 2010* (Cth) as in force at 1 January 2022; and
- (iii) determine the Participating Group Member's Assessed Compensation Amount.

7.4 Notification of Participating Group Members' Assessed Compensation Amounts

After a determination is made as to a Participating Group Member's Assessed Compensation Amount, the Scheme Administrators will promptly send to the Participating Group Member a Notice of Assessment in which the Scheme Administrators will:

- (a) state the Participating Group Member's Assessed Compensation Amount;
- (b) provide information to the Participating Group Member about the determination of their entitlements under this Settlement Scheme; and
- (c) provide information to the Participating Group Member in relation to their right to seek a Review under clause 8.

7.5 Restrictions on reports to be obtained for a Participating Group Member's claim

The administration process, including any delegated function, is not intended to be an individual assessment of damages such as would occur in individual personal injury proceedings. Accordingly, and in order to minimise Administration Costs associated with the requirements of this clause:

- (a) the Scheme Administrators must only obtain a report from a treating doctor or other expert if it would not otherwise be reasonably practicable to reliably assess the Participating Group Member's Assessed Compensation Amount on the terms of this Settlement Scheme;
- (b) where possible, the Scheme Administrators must seek to obtain a report from a treating doctor rather than an Independent Expert; for example, a report may be obtained from an Independent Expert if the Participating Group Member's treating doctor is deceased or unwilling to provide a report, or the treating doctor does not have the relevant expertise to provide a report that addresses the issues raised by the Scheme Administrators or if the Participating Group Member's claim is a Complex Case as set under clause 7.6;
- (c) the Scheme Administrators must not obtain more than one medical report (whether from a treating doctor or other expert) in relation to a Participating Group Member unless they are of the view that a Participating Group Member's Assessed Compensation Amount cannot otherwise be reliably assessed on the terms of this Settlement Scheme;
- (d) the Scheme Administrators will only obtain a report from an accounting expert if they

are of the view that it will be more cost and time efficient to do so for the purpose of assessing a Participating Group Member's economic loss (including loss of income).

7.6 Causation findings in complex cases

- (a) This clause 7.6 applies only in respect of a Participating Group Member's claim where, if causation is established, the Participating Group Member's Assessed Compensation Amount would be greater than \$50,000.
- (b) The Scheme Administrators may, in their absolute discretion, determine that a Participating Group Member's claim is a complex case including because:
 - (i) the Participating Group Member has been implanted with one or more transvaginal mesh implants in addition to any BSC Transvaginal Mesh Device; or
 - (ii) the Participating Group Member suffers from one or more comorbidities which may be causative of any or all of the complications the subject of the Participating Group Member's claim (**Complex Cases**).
- (c) In Complex Cases, the Scheme Administrators will seek a report:
 - (i) from the Participating Group Member's treating doctor; or
 - (ii) if the Participating Group Member's treating doctor is, in the view of the Scheme Administrators, unwilling or unable to provide a report in a reasonable time and for a reasonable cost, from an independent and suitably qualified medical practitioner, stating whether, in the treating doctor's or independent medical practitioner's opinion, it is more likely than not that the BSC Transvaginal Mesh Device caused one or more of the Participating Group Member's complications (**Causation Determination**).
- (d) A Causation Determination obtained by the Scheme Administrators in accordance with clause 7.6(c):
 - (i) is final and binding on the Scheme Administrators and the Participating Group Member; and
 - (ii) the Scheme Administrators are to determine a Participating Group Member's Assessed Compensation Amount accordingly on the terms of this Settlement Scheme.

8. Review of Scheme Administrators' determinations

8.1 Right to seek a Review

A person who has registered to participate in this Settlement Scheme has the right to seek a Review of any of the following determinations:

- (a) a determination under clause 5 that the registrant is not eligible to receive compensation (**Eligibility Review**); and

- (b) in the case of a Participating Group Member, a determination under clause 7 regarding the amount of compensation that may be payable to the Participating Group Member (**Compensation Review**).

8.2 Process for seeking a Review

If a registrant (including a Participating Group Member) wishes to seek a Review, they must do so:

- (a) by giving written notice to the Scheme Administrators no later than 28 days after the Scheme Administrators have sent a Notice of Eligibility or Notice of Assessment (as applicable) to the registrant or Participating Group Member; and
- (b) the notice seeking a review of a Notice of Assessment must state the components of the assessment which the Participating Group Member disputes and the reasons why the Participating Group Member disputes those components of the assessment, and provide any additional evidence that has not been previously provided to the Scheme Administrators.

8.3 Failure to seek a Review

If a registrant or Participating Group Member does not give written notice to the Scheme Administrators within 28 days as required by clause 8.2, the registrant or Participating Group Member will be deemed to have accepted their Notice of Eligibility or Notice of Assessment (as the case may be).

8.4 Payment of a bond for Reviews

Subject to clause 14.4, where a registrant or Participating Group Member seeks either an Eligibility Review or a Compensation Review, the Scheme Administrators may, in their absolute discretion:

- (a) require that the registrant or Participating Group Member pay to the Administrator a bond not exceeding \$2,000 for the cost of the Review;
- (b) if the registrant or Participating Group Member fails to pay the bond within 28 days of receiving such a request from the Scheme Administrators, treat the Participating Group Member's request for a Review as void and of no effect.

8.5 Process for determination of Reviews

Following receipt of a notice seeking review and upon payment of any bond required in accordance with clause 8.4:

- (a) the Scheme Administrators will engage a Review Assessor;
- (b) the Scheme Administrators will provide the following materials to the Review Assessor:
 - (i) the registrant's or Participating Group Member's written notice and evidence by which she requested the Review; and
 - (ii) either of the following, depending on the nature of the Review that is sought by a registrant or Participating Group Member:

- (A) Implant Evidence and Notice of Eligibility; or
 - (B) Material obtained pursuant to clause 6.4(a) and Notice of Assessment;
- (c) unless the Review Assessor considers it reasonably necessary to do so, the Review Assessor will not consider any new evidence or additional materials that are not already included in the materials referred to in clause 8.5(b);
- (d) the Review Assessor will then:
- (i) in an Eligibility Review, make a determination as to whether the Scheme Administrators made an error in applying the Eligibility Criteria;
 - (ii) in a Compensation Review, make a determination as to the amount of compensation that the Participating Group Member is assessed as being entitled to receive pursuant to this Settlement Scheme, and in doing so the Review Assessor must only:
 - (A) consider the issues in relation to which the Participating Group Member seeks a Review; and
 - (B) determine whether the Scheme Administrators made an error in applying the principles in clause 7.2; and
 - (iii) in relation to either type of Review, prepare and provide to the Scheme Administrators a brief statement of reasons for the Review Assessor's determination and, if relevant, include details of the amounts assessed;
- (e) in carrying out a Compensation Review, a Review Assessor may determine that:
- (i) the Group Member is entitled to more compensation than was initially assessed; or
 - (ii) the Group Member is entitled to less compensation than was initially assessed;
- (f) after receiving a Review Assessor's determination and statement of reasons, the Scheme Administrators will promptly send to the registrant or Participating Group Member a Notice of Review Assessment in which the Scheme Administrators provide:
- (i) information to the registrant or Group Member about the determination of their Review and the impact of that determination on the registrant's or Group Member's entitlements (if any) under this Settlement Scheme; and
 - (ii) a copy of the Review Assessor's statement of reasons.

8.6 Determinations of Review Assessors are final and binding

- (a) A determination of a Review Assessor is final and binding on the Scheme Administrators and the registrant or Participating Group Member who sought the Review, and neither the Scheme Administrators nor the registrant or Participating Group Member is entitled to appeal to the Court or any other court or tribunal in

relation to any asserted error of jurisdiction, fact or law arising from the Review Assessor's determination.

- (b) Following a Compensation Review, the Review Assessor's determination will be deemed to be the Participating Group Member's Assessed Compensation Amount for the Participating Group Member under this Settlement Scheme.

8.7 Role of Review Assessors

Review Assessors engaged by the Scheme Administrators:

- (a) will act as independent arbitrators and not as counsel briefed to act for any individual Group Members or the Administrator;
- (b) have the same immunities from suit as attach to the office of a judge of the Court.

9. Interim Compensation Payments

9.1 Determination of Interim Compensation Payments

Following the Administrator's confirmation that Final Lien Resolution has occurred in accordance with clause 9.6 of the Deed, the Scheme Administrators may determine Interim Compensation Payments. An Interim Compensation Payment must be:

- (a) determined only after at least 200 Participating Group Members have been notified of their Assessed Compensation Amount (which notifications are to be counted from either the date of commencement of this Settlement Scheme for the first Interim Compensation Payment or otherwise the date of the previous tranche of Interim Compensation Payments); and
- (b) set as a proportion of the Participating Group Members' Assessed Compensation Amounts, which is to be determined by the Scheme Administrators having regard to the advice of the Scheme Actuary, taking into account:
 - i. the total value of the Settlement Fund and any projected interest income on the Settlement Fund;
 - ii. the total number of Group Members who have registered to participate in this Settlement Scheme;
 - iii. the Scheme Administrators' best estimate of the costs of administering the Settlement Scheme;
 - iv. the total number of Participating Group Members for whom assessments have been completed as at the relevant time;
 - v. the aggregate of Assessed Compensation Amounts for Participating Group Members; and
 - vi. any other matters that the Scheme Actuary considers relevant.

9.2 Payment of Interim Compensation Payment

Upon the Scheme Administrators determining the quantum of an Interim Compensation

Payment that is able to be paid in accordance with clause 9.1:

- (a) the Scheme Administrators are promptly to notify the Administrator and Participating Group Members who are to receive an Interim Compensation Payment of their determination; and
- (b) the Administrator is to pay the Interim Compensation Payment in accordance with the Scheme Administrators' determination, with such payments to be made in tranches to all Participating Group Members who have:
 - i. received notification of their Assessed Compensation Amounts more than 28 days prior to the Interim Compensation Payment being made; and
 - ii. either:
 - A. not sought a review pursuant to clause 8.2; or
 - B. received a final and binding determination of a Review Assessor pursuant to clause 8.6.

10. Final Compensation Payments

10.1 Determination of Final Compensation Payment

As soon as reasonably practicable following:

- (a) determination by the Scheme Administrators of all Assessed Compensation Amounts payable to all Participating Group Members; and
- (b) determination by Review Assessors of any Compensation Reviews,

the Scheme Administrators must determine the Final Compensation Payments which are to be paid to Participating Group Members, which are to be:

- i. set as a proportion of the Participating Group Members' notified Assessed Compensation Amounts;
- ii. in a proportion of the Participating Group Members' Assessed Compensation Amounts which is to be determined by the Scheme Administrators having regard to the advice of the Scheme Actuary, taking into account:
 - A. the remainder of the Settlement Fund and any projected interest income on the Settlement Fund up to the time of payment of the Final Compensation Payments;
 - B. the total number of Participating Group Members;
 - C. the Scheme Administrators' best estimate of the final costs of administering the Settlement Scheme; and
 - D. any other matters that the Scheme Actuary considers relevant.

10.2 Payment of Final Compensation Payments

Upon the Scheme Administrators determining the quantum of the Final Compensation Payments that are to be paid in accordance with clause 10.1:

- (a) the Scheme Administrators are promptly to notify the Administrator and Participating Group Members of their determination; and
- (b) the Administrator is to pay the Final Compensation Payments in accordance with the Scheme Administrators' determination in a final tranche to all Participating Group Members.

11. Management of the Settlement Fund and payments to Participating Group Members

11.1 Settlement Fund is held by the Administrator

Upon Final Settlement Approval, subject to the terms of the Deed, this Settlement Scheme and any applicable statutory requirements, the Administrator will hold the money in the Settlement Account in the manner prescribed by the Deed.

11.2 Management of the Settlement Fund

Subject to clause 11.3 below and to the payment of Recovery Amounts from the Settlement Fund, the Administrator will take all reasonable steps to ensure that the Settlement Fund and payments to Participating Group Members are managed in such a way as to maximise the availability of sufficient funds to make compensation payments to all Participating Group Members as may be directed from time to time by the Scheme Administrators.

11.3 Payments to Participating Group Members

The Administrator shall:

- (a) make payments to Participating Group Members by way of Interim Compensation Payments as directed by the Scheme Administrators, with a portion of Assessed Compensation Amounts to be withheld pending the assessment of additional Participating Group Members, and those Assessed Compensation Amounts may be adjusted in light of such additional assessments;
- (b) pay Interim Compensation Payments in tranches to Participating Group Members over time; and
- (c) pay the Final Compensation Payments to Participating Group Members as directed by the Scheme Administrators;

and for the purpose of this clause the Administrator, in consultation with the Scheme Administrators, may take advice from the Scheme Actuary to ensure that, insofar as reasonably practicable, the Settlement Fund is distributed equitably amongst Participating Group Members having regard to the total Assessed Compensation Amounts.

11.4 Adjustments to compensation payments

The following adjustments may be made by the Scheme Administrators to the Assessed Compensation Amounts:

- (a) if the aggregate of Assessed Compensation Amounts is (or is anticipated to be) less than the net amount available for distribution to Participating Group Members, the Assessed Compensation Amounts may be proportionately grossed up and if practicable additional payments will be made to Participating Group Members; and
- (b) if the aggregate of Assessed Compensation Amounts is (or is anticipated to be) greater than the net amount available for distribution to Participating Group Members, the Assessed Compensation Amounts will be proportionately reduced.

12. Obligations of Group Members

12.1 Cooperation of Group Members

Each Group Member must cooperate with the Administrator and Scheme Administrators and take all steps that they are required to take pursuant to this Settlement Scheme and/or that are reasonably requested or directed by the Administrator or Scheme Administrators, including:

- (a) providing instructions, information, documents or other materials;
- (b) providing authorities or permissions;
- (c) attending and participating in meetings or telephone conferences with the Scheme Administrators or any other person (such as a Review Assessor)
- (d) promptly informing the Scheme Administrators of any change in their contact details;
- (e) executing documents,

and each Group Member must do so:

- (f) complying to the best of the Group Member's ability with the substance and not merely the form of the requirement, request or direction; and
- (g) by the date or within the timeframe specified in the requirement, request or direction.

12.2 Obligation regarding honesty

In fulfilling the obligation in clause 12.1, each Group Member must act honestly and must take all reasonable steps to ensure that any of their agents or representatives likewise act honestly.

12.3 Disclosure to agencies and other organisations

Group Members acknowledge and agree that any of the Administrator and Scheme Administrators may, if required by statute or contract, disclose their personal information, details of their claim or other documents and materials to an agency or other organisation including Centrelink, Medicare, the National Disability Insurance Agency, a private health insurer, a worker's compensation authority or the Australian Taxation Office.

13. Person under a disability

13.1 Application of this clause

This clause applies if a Group Member is a “person under a legal incapacity” within the meaning of the *Federal Court Rules 2011*.

13.2 Process for claims requiring approval by the Court

The following procedure applies where settlement or compromise of a Group Member’s claim requires approval by the Court:

- (a) if any entitlement to compensation is subject to approval by the Court pursuant to rules 7.11 or 9.70 of the *Federal Court Rules 2011*, the Scheme Administrators will at the earliest opportunity join in supporting the Group Member’s “litigation representative” or “interested person” to seek appropriate orders for approval of the relevant compensation payment;
- (b) if the Court does not approve the payment to the Group Member, the claim will be referred back to the Scheme Administrators for further assessment and determination, and the Scheme Administrators will again join in seeking appropriate orders for approval at the earliest opportunity after the claim has been reassessed.

14. Costs

14.1 Payment of Administration Costs

Subject to the other provisions of this clause 14, Administration Costs are to be paid:

- (a) on a “solicitor and own client” basis to:
 - i. the Administrator, provided that the Scheme Administrators are Rebecca Jancauskas and Janice Saddler;
 - ii. such other person as the Court approves should alternative Scheme Administrators be appointed,on a “solicitor and own client” basis;
- (b) from the Settlement Fund, including, to the extent that the Administrator so determines, from any interest earned on the Settlement Fund after it is paid by the Respondents pursuant to clause 2(b) of the Deed;
- (c) in such amounts as are approved by the Court from time to time during the implementation of this Settlement Scheme;
- (d) in the case of disbursements which individually total no more than \$3,000, on a quarterly basis from the Settlement Sum provided that such disbursements have been reviewed by a costs assessor who certifies that the disbursements have been reasonably incurred; and
- (e) at the following rates or at such other rates as are approved by the Court from time to time:

<u>Role</u>	<u>Hourly rate (excluding GST)</u>
Practice Leader	\$790

Special Counsel	\$750
Senior Associate	\$675
Associate	\$550
Lawyer	\$450
Graduate Lawyer / Trainee Lawyer / Articled Clerk	\$350
Paralegal / Legal Clerk / Law Clerk	\$295
Litigation Technology Consultant	\$250

14.2 Costs of determining Participating Group Members' claims

The Administrator is entitled to charge the following fees for the assessment of Participating Group Members' Claims:

<u>Category of Work</u>	<u>Fees (excluding GST)</u>
Assessment of Eligibility	\$500.00
Assessment of Liens	\$1,000.00
Assessment of Points – <i>total compensation assessment \$15,000 or below</i>	\$1,500.00
Assessment of Points – <i>total compensation assessment \$15,001 to \$50,000</i>	\$3,750.00
Assessment of Points – <i>total compensation assessment \$50,001 to \$150,000</i>	\$5,500.00
Assessment of Points – <i>total compensation assessment above \$150,001</i>	\$8,500.00

14.3 Fees charged by Review Assessors

The Review Assessor will be paid fees of \$1,000 for Eligibility Review and fees of \$3,000 for Compensation Review. These fees will be Administration Costs.

14.4 Costs of Reviews

The following provisions apply in relation to the costs of a Review:

Eligibility Review

- (a) if a Group Member succeeds in an Eligibility Review:
 - (i) the costs of the Review will be Administration Costs; and
 - (ii) any bond paid by the Group Member will be returned to the Group Member;
- (b) if a registrant fails in an Eligibility Review, the Administrator will apply the bond paid by the registrant to the payment of the Review costs payable by the registrant.

Compensation Review

- (c) if a Participating Group Member succeeds in a Compensation Review and the amount assessed by the Review Assessor is greater than 110% of the amount initially assessed by the Administrator, the costs of the Review will be Administration Costs and any bond paid by the Group Member will be returned to the Group Member;
- (d) if a Participating Group Member fails in a Compensation Review or succeeds in circumstances where the amount assessed by the Review Assessor is less than 110% of the amount initially assessed by the Administrator, the bond paid by the Participating Group Member will be applied toward the cost of the Review and any shortfall in costs will be deducted from the compensation payable to the Participating Group Member.

14.5 Costs of lawyers other than the Administrator, Scheme Administrators or their delegates

Nothing in this Settlement Scheme prevents a Participating Group Member from retaining or seeking advice from a lawyer who is not performing the role of Administrator or Scheme Administrators (which for the purpose of this clause includes AJB), except that:

- (a) the Participating Group Member does so at their own cost; and
- (b) the Participating Group Member's lawyer is not entitled to recover any legal costs from the Administrator or Scheme Administrators and any such legal costs must not be treated as Administration Costs unless the Administrator made a written request that the Group Member's lawyer carry out the legal work in question.

15. Supervision by the Court

15.1 Supervision by the Court

The Administration of the Settlement Fund and implementation of the Settlement Scheme are subject to the supervision of the Court.

15.2 Administrator or Scheme Administrators may apply to the Court for directions

Where the Administrator or Scheme Administrators consider that:

- (a) the procedures to be followed in implementing this Settlement Scheme are in doubt or uncertain; or
- (b) it is appropriate for the Court to give directions regarding an issue concerning the implementation or administration of this Settlement Scheme,

the Administrator or Scheme Administrators may approach the Court for directions and the Administrator or Scheme Administrators may seek to be joined to the Proceeding for that purpose.

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SCHEDULE 1 – POINTS SCHEDULE

The purpose of this Points Schedule is to provide a methodology for ascertaining the Assessed Compensation Amount payable under the Settlement Scheme in respect of a Participating Group Member's claim in a manner which is able to be applied with a reasonable degree of uniformity in a cost-effective manner.

The Points Schedule is to be applied by:

1. Allocating a base level of points to a Participating Group Member who is confirmed as having received a BSC Transvaginal Mesh Implant.
2. Ascertaining the complications experienced by the Participating Group Member and allocating points according to the severity and number of complications experienced by the Participating Group Member.
3. Ascertaining the number of non-surgical and surgical treatments undertaken by the Participating Group Member and allocating points accordingly.
4. Allocating points in respect of past and future Care Claims.
5. Adjusting the aggregate points attributed to a Participating Group Member's claim having regard to the:
 - a. age of the Participating Group Member;
 - b. duration of their complications; and
 - c. duration of their treatment.

LEVEL	DESCRIPTION	\$ Value	Points
BSC TRANSVAGINAL MESH IMPLANT			
1	Participating Group Members shall receive 2 points for each BSC Transvaginal Mesh Device received.	\$4,000	2
COMPLICATIONS			
Mild Complications			
2a	A complication which is mild in nature and is more likely than not caused by a BSC Transvaginal Mesh Device, including: <ul style="list-style-type: none"> • Urinary problems; 	\$6,000	3

	<ul style="list-style-type: none"> • Difficulties with bowel motions; • Recurrent prolapse; • Infection (including of the urinary tract, and associated dysuria and frequency). 		
	Where two or more instances of a mild complication, more likely than not caused by the implantation of a BSC Transvaginal Mesh Device, are experienced by the Participating Group Member, the Participating Group Member shall receive an additional 2 points for each such complication up to a maximum of 6 points.	\$4,000 - \$12,000	2 - 6
Moderate complications			
2b	<p>A complication which is moderate in nature and more likely than not is caused by the implantation of a BSC Transvaginal Mesh Device, including:</p> <ul style="list-style-type: none"> • Pain of the back, vagina, pelvis, groin, perineum, anus, rectum, thigh, or any other place; • Dyspareunia and/or apareunia; • Psychiatric injury. 	\$8,000	4
	Where two or more instances of a mild complication more likely than not caused by the implantation of a BSC Transvaginal Mesh Device are experienced by a Participating Group Member, the Participating Group Member shall receive an additional 3 points for each such complication up to a maximum of 9 points.	\$6,000 - \$18,000	3 – 9
Severe complications			
2c	<p>A complication which is severe in nature and is more likely than not caused by the implantation of a BSC Transvaginal Mesh Device, including:</p> <ul style="list-style-type: none"> • A severe instance of erosion, extrusion or protrusion of the BSC Transvaginal Mesh Device; • Damage to pelvic organs, nerves, ligaments or tissues; 	\$12,000	6

	<ul style="list-style-type: none"> Chronic pain which is refractory to treatment; Significant complications of revision surgery, including increased pain and complications of anaesthesia such as stroke or cardiac arrest, haemorrhage or infection. 		
	Where a Participating Group Member has suffered two or more instances of severe complications more likely than not caused by the implantation of a BSC Transvaginal Mesh Device, the Participating Group Member shall receive an additional 6 points for each such complication up to a maximum of 18 points.	\$12,000 - \$36,000	6 – 18

Duration of complications

2d	<p>If a Participating Group Member has suffered complications which are attributed a value of 11 points or more, and the Participating Group Member has suffered or continues to suffer complications for more than a year, the aggregate total of the points attributed to their complications shall be adjusted as follows:</p> <ul style="list-style-type: none"> Where complications have been reported for between 1 to 2 years a multiple of 1.2 is to be applied; Where complications have been reported for between 3 to 5 years a multiple of 1.5 is to be applied; Where complications have been reported for between 6 to 9 years a multiple of 1.75 is to be applied; Where complications have been reported for more than 10 years a multiple of 2 is to be applied. 		
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TREATMENTS

Mild Non-Surgical Treatments

3a	One instance of a mild non-surgical treatment for a complication more likely than not caused by the implantation of a BSC Transvaginal Mesh Device, including treatments that generally do not require a prescription or referral from a healthcare professional such as:	\$5,000	2.5
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	<ul style="list-style-type: none"> • Non-prescription medication for treatment of pelvic or other pain (commencing at least 90 days after implantation of a BSC Transvaginal Mesh Device); • Non-prescription medication for treatment of bladder or bowel problems (commencing at least 90 days after implantation of a BSC Transvaginal Mesh Device); • Non-prescription medication for treatment of a psychological or psychiatric condition (commencing at least 90 days after implantation of a BSC Transvaginal Mesh Device); • Topical treatment (e.g. oestrogen cream) for the vaginal area. 		
	<p><i>Two or more mild non-surgical treatments</i></p> <p>Where a Participating Group Member has received two or more mild non-surgical treatments for complications more likely than not caused by a BSC Transvaginal Mesh Device, the Participating Group Member shall receive an additional 0.5 points for each additional treatment up to a maximum of 2 points.</p>	\$1,000 - \$4,000	0.5 - 2
Moderate Non-Surgical Treatments			
3b	<p>One instance of a moderate non-surgical treatment of a complication more likely than not caused by the implantation of a BSC Transvaginal Mesh Device, including:</p> <ul style="list-style-type: none"> • Prescription medication for treatment of pelvic or other pain (prescribed at least 90 days after implantation of a BSC Transvaginal Mesh Device, and involving at least three prescriptions over a twelve month period); • Prescription medication for treatment of bladder or bowel problems (prescribed at least 90 days after implantation of a BSC Transvaginal Mesh Device; and involving at least three prescriptions over a twelve month period); • Physical therapy of the pelvic floor and/or vaginal area (commencing at least 90 days after 	\$6,000	3

	<p>implantation of a BSC Transvaginal Mesh Device, and involving at least 4 sessions over a 60 day period);</p> <ul style="list-style-type: none"> Investigative procedures (e.g. cystoscopy) to investigate the cause of a complication caused by, or in part by, implantation of a BSC Transvaginal Mesh Device. 		
	<p><i>Two or more moderate non-surgical treatments</i> Where a Participating Group Member has received two or more moderate non-surgical treatments for complications more likely than not caused by implantation of a BSC Transvaginal Mesh Device, the Participating Group Member shall receive an additional 1.5 points for each such treatment up to a maximum of 6 points</p>	\$3,000 - \$12,000	1.5 - 6
Severe Non-Surgical Treatments			
3c	<p>One instance of a severe non-surgical treatment for a complication more likely than not caused by the implantation of a BSC Transvaginal Mesh Device including:</p> <ul style="list-style-type: none"> Anaesthetic block for treatment of pain in or originating from pelvic area; Botox injection/s into pelvic muscle; Revision and/or trimming of BSC Transvaginal Mesh Device(s), which is performed using topical anaesthesia or local anaesthesia. 	\$8,000	4
	<p><i>Two or more severe non-surgical treatments</i> Where a Participating Group Member has received two or more severe non-surgical treatments, the Participating Group Member shall receive an additional 2 points up to a maximum of 6 points.</p>	\$4,000 - \$12,000	2 – 6
Duration of non-surgical treatment			
3d	<p>If a Participating Group Member has received non-surgical treatments which are attributed a value of 11 points or more, and the Participating Group Member required or continues to require treatment for more than a year, the aggregate total of the points attributed to their treatment shall be adjusted as follows:</p>		

	<ul style="list-style-type: none"> Where complications have resolved, but treatment was required for at least 5 years a multiple of 1.5 is to be applied; Where treatment is ongoing, and has been required for between 1 to 2 years a multiple of 1.2 is to be applied; Where treatment is ongoing, and has been required for between 3 to 5 years a multiple of 1.5 is to be applied; Where treatment is ongoing, and has been required for between 6 to 9 years a multiple of 1.75 is to be applied; Where treatment is ongoing, and has been required for more than 10 years a multiple of 2 is to be applied. 		
Surgical Treatments			
3e	<p>One surgical treatment, defined as a surgical procedure performed under general anaesthesia or regional anaesthesia to:</p> <ul style="list-style-type: none"> Treat a complication which is more likely than not caused by the implantation of a BSC Transvaginal Mesh Device; or Investigate whether the Participating Group Member is experiencing one or more complications believed or suspected by the treating surgeon, according to contemporaneous medical records, as likely caused by the BSC Transvaginal Mesh Device. 	\$25,000	12.5
3f	Two qualifying surgeries	\$45,000	22.5
3g	Three qualifying surgeries	\$70,000	35
3h	<p>Four or more qualifying surgeries</p> <p>Participating Group Members shall receive 12.5 points for each additional qualifying surgery.</p>	\$25,000	12.5
CARE CLAIMS			
Past Care Claims			

4a	Care required (either gratuitously or paid) for at least 6 hours per week between six to twelve months as a result of complications from implantation of a BSC Transvaginal Mesh Device.	\$10,000	5
4b	Care required (either gratuitously or paid) for more than 6 hours per week between one to two years as a result of complications from implantation of a BSC Transvaginal Mesh Device.	\$25,000	12.5
4c	Care required (either gratuitously or paid) for more than 6 hours per week between two to three years as a result of complications from implantation of a BSC Transvaginal Mesh Device.	\$40,000	20
4d	Care required (either gratuitously or paid) for more than 6 hours per week for more than three years as a result of complications from implantation of a BSC Transvaginal Mesh Device.	\$80,000	40
Future care claims			
4e	Participating Group Members under the age of 67 who will require care (either gratuitously or paid) for more than 6 hours per week for more than three years shall receive 50 points if the Participating Group Member continues to suffer complications and requires ongoing care more than 6 hours per week.	\$100,000	50

ADJUSTMENTS		
LEVEL	DESCRIPTION	ADJUSTMENT
Age		
5a	Age as at date of implantation of BSC Transvaginal Mesh Device (add points to final points as calculated above)	a) 0-30 years = \$15,000 = 7.5 b) 31-40 years = \$12,000 = 6 c) 41-50 years = \$10,000 = 5 d) 51-60 years = \$5,000 = 2.5 e) 61-67 years = \$3,000 = 1.5 f) 68 + years = 0 points

SCHEDULE 2 – SUPPLY OF IMPLANTS IN AUSTRALIA

Implant	UPN
POP Implants	
Pinnacle, Anterior Apical, PFR Kit	M0068317050
Pinnacle, Posterior, PFR Kit	M0068317100
Pinnacle LITE Pelvic Floor Repair Kit, Anterior / Apical	M0068317140
Pinnacle LITE Pelvic Floor Repair Kit, Posterior	M0068317150
Pinnacle LITE Pelvic Floor Repair Kit, Posterior	M0068318150
Pinnacle Duet Pelvic Floor Repair Kit	M0068317010
Polyform Synthetic Mesh	M0068402400 M0068402410
Uphold Vaginal Support System	M0068317080
Uphold LITE Vaginal Support System	M0068317170
Uphold LITE with Capio SLIM	M0068318170
Upsilon Y-Mesh with Colpassist Vaginal Positioning Device Kit	M0068318220 M0068318200
SUI Implants	
Advantage, Transvaginal Mid-Urethral Sling System	M0068502000
Advantage Blue System	M0068502050
Advantage Fit Transvaginal Mid-Urethral Sling System - single	M0068502110
Advantage Fit Transvaginal Mid-Urethral Sling System - 5 pack	M0068502111
Advantage Fit Blue System	M0068502120
Obtryx Transobturator Mid-Urethral Sling System, Curved	M0068504000
Obtryx Transobturator Mid-Urethral Sling System, Halo	M0068505000
Obtryx Transobturator Mid-Urethral Sling System, Halo – 5 pack	M0068505001
Obtryx II, Transobturator Mid-Urethral Sling System - Halo, Single unit	M0068505110
Obtryx II, Transobturator Mid-Urethral Sling System - Halo 5 pack	M0068505111
Lynx Suprapubic Mid-Urethral Sling System	M0068503000
Lynx Suprapubic Sling System 5-Pack	M0068503001

Lynx Blue System	M0068503010
Solyx Single Incision Sling System	M0068507000
Solyx Sing Incision Sling System 5-pack	M0068507001

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