

SULZER SETTLEMENT TRUST CLAIMS ADMINISTRATOR PROCEDURE			
CAP No.	1	Effective Date	April 29, 2002
SUBJECT	Establishment of System for Creating and Tracking Sulzer Settlement Trust Claims Administrator Procedures		

1. **Purpose.** The Claims Administrator will, from time to time be required to exercise his discretion in processing and paying Claims for benefits under the Class Action Settlement Agreement in *In re Sulzer Hip Prosthesis and Knee Prosthesis Product Liability Litigation* (“Settlement Agreement”). The purpose of this Claims Administrator Procedure (“CAP”) is to ensure that the Parties to the Settlement Agreement understand how the Claims Administrator will exercise his discretion, and to ensure that Claims processing policies are applied consistently to all Class Members. Capitalized terms not otherwise defined in this CAP shall have the meanings given them in the Settlement Agreement.

2. **Promulgation of CAPs.** When a claims processing question arises under the Settlement Agreement that needs clarification or requires the Claims Administrator’s exercise of discretion, the Claims Administrator may promulgate a CAP. CAPs shall be consistent with the terms of the Settlement Agreement and with the intent of the Parties to the Settlement Agreement and shall be not be interpreted to be inconsistent with the Settlement Agreement. Any person making an objection to any proposed CAP shall submit that objection to the Claims Administrator in writing. Pursuant to Section 9.1 of the Settlement Agreement, the Court retains the exclusive and continuing jurisdiction to interpret and enforce the terms and conditions of the Settlement Agreement.

3. **Process for Implementing CAPs.** Before implementing a CAP, the Claims Administrator shall seek the advice and comment of Class Counsel and the State Special Counsel Committee. Wherever feasible, CAPs shall be implemented with the concurrence of Class Counsel and the State Special Counsel Committee, but the Claims Administrator may promulgate a CAP without such concurrence.

4. **Discretion of Claims Administrator.** Nothing in this CAP shall be construed to limit the authority of the Claims Administrator to exercise the discretion vested in him by the Settlement Agreement.

5. **Dissemination of CAPs.** The Claims Administrator shall deliver to the Court, Class Counsel, the State Special Counsel Committee, and to Sulzer a copy of any new CAP as soon as it is adopted. The Claims Administrator shall maintain a compendium of all CAPs and shall publish them on the Sulzer Settlement Trust website. To the extent practicable, the Claims Administrator shall send an advisory that a new CAP has been adopted by electronic mail to Class Members and/or to attorneys known by the Claims Administrator to represent Class Members, if such electronic mail address is known and available to the Claims Administrator. This advisory will direct recipients to the Sulzer Settlement Trust website to view the new CAP.

The Claims Administrator shall not be required to independently verify the accuracy of the electronic mail addresses for recipients of this advisory.

6. **Duration of this CAP.** This CAP shall apply to all Claims processed or paid after the Effective Date stated above and shall terminate upon the earlier of: (i) cancellation or modification of this CAP by the Claims Administrator; or (ii) an order of the Court canceling or modifying the terms of this CAP.

APPROVED:

SULZER

By: Sidney A. Backstrom
(signature)

Name: SIDNEY A. BACKSTROM
(printed or typed)

Date: APRIL 29, 2002

CLAIMS ADMINISTRATOR

By: James J. McMonagle
(signature)

Name: JAMES J. McMONAGLE
(printed or typed)

Date: APRIL 29, 2002