

| SULZER SETTLEMENT TRUST CLAIMS ADMINISTRATOR PROCEDURE | | | |
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| CAP No. | 18 | Effective Date | November 18, 2002 |
| | | Revised Date | June 9, 2003 |
| SUBJECT | Establishing Deadlines for Qualifying Event Under Matrix Levels I, II, and IX Extraordinary Injury Benefit Claims for Claims Based on Implantation of an Inter-Op Shell or Tibial Baseplate | | |

1. **Purpose.** The Settlement Agreement is ambiguous regarding the deadline by which the qualifying event under Matrix Level I (Affected Product Removal Surgery Medically Contraindicated), Level II (Non-Removal Surgery), or Level IX (Discretionary) Extraordinary Injury Benefits ("EIF") Claims must occur. Pursuant to Section 4.6(c) of the Settlement Agreement, which authorizes the Claims Administrator to set and notify Class Members of deadlines, the Claims Administrator clarifies the following deadlines for EIF Matrix Levels I, II, and IX qualifying events. Capitalized terms not otherwise defined in this Claims Administrator Procedure ("CAP") shall have the meaning given them in the Settlement Agreement.

2. **Deadlines for Matrix Level I Determination that APRS is Medically Contraindicated.** If a Class Member seeks compensation pursuant to EIF Matrix Level I, based on implantation of an Affected Product, he or she must apply for such benefits by the following dates:

- (a.) December 1, 2003 for Class Members implanted with Inter-Op Shells for which an APRS is medically contraindicated.
- (b.) May 25, 2004 for Class Members implanted with Tibial Baseplates for which an APRS is medically contraindicated.
- (c.) March 7, 2005 for Class Members implanted with Reprocessed Inter-Op Shells for which an APRS is medically contraindicated.

The provision of the Green Form that limits the time in which Class Members may apply for Matrix Level I benefits to 180 days within their physician's determination that an APRS is medically contraindicated is, by this CAP, no longer in force. The Claims Administrator shall consider Matrix Level I Claims, predicated on the implantation of an Affected Product, to be timely and valid if a Class Member meets the other requirements identified in the Settlement Agreement and in the Green Form and the Class Member makes application for such benefits in accordance with the time limitations prescribed in this CAP. The Claims Administrator shall provide notice of this CAP to all Class Members who have timely submitted a Blue Form seeking Unrevised APR Benefits.

3. **Deadlines for Matrix Level II Performance of Non-Removal Surgery.** If a Class Member seeks compensation pursuant to Extraordinary Injury Fund Matrix Level II, based on

implantation of an Affected Product, he or she must undergo a Non-Removal Surgery by the following dates:

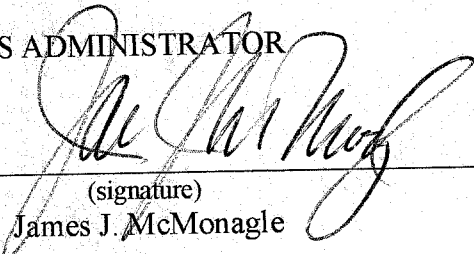
- (a.) June 5, 2003 for Class Members implanted with Inter-Op Shells and who undergo a Non-Removal Surgery for that implant.
- (b.) November 17, 2003 for Class Members implanted with Tibial Baseplates and who undergo a Non-Removal Surgery for that implant.
- (c.) September 8, 2004 for Class Members implanted with a Reprocessed Inter-Op Shell who undergo a Non-Removal Surgery for that implant.

4. *Deadline for Matrix Level IX Discretionary Claims Unrelated to a Covered Revision Surgery.* If a Class Member seeks compensation pursuant to Extraordinary Injury Fund Matrix Level IX, based on implantation of an Affected Product, he or she must file a Green Form within 180 days from the accrual of any injury for which the Class Member seeks Level IX benefits, if the Level IX Claim does not arise from a Covered Revision Surgery, but in no event later than March 7, 2005.

5. *Duration of this CAP.* This CAP shall be effective from 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:

CLAIMS ADMINISTRATOR

By:  _____

(signature)

Name: James J. McMonagle

Date: June 9, 2003

CLASS COUNSEL

By:  _____

(signature)

Name: R. Eric Kennedy

Date: June 6, 2003