

SULZER SETTLEMENT TRUST CLAIMS ADMINISTRATOR PROCEDURE			
CAP No.	8	Effective Date	July 10, 2002
SUBJECT	Approval of Claims Administrator Contracts by the Court		

1. **Purpose.** The Class Action Settlement Agreement in *In re Sulzer Hip Prosthesis and Knee Prosthesis Product Liability Litigation* ("Settlement Agreement") states "Other than provided herein, the Court shall have the power to approve ... the execution of contracts as necessary and appropriate to assure the administration of this Settlement Agreement." [SA §9.1]. This Claims Administrator Procedure ("CAP") clarifies the process for approval by the Court of contracts entered into by the Claims Administrator. Capitalized terms not otherwise defined in this CAP shall have the meanings given them in the Settlement Agreement.

2. **Satisfactory Submission to the Court.** Prior to execution by the Claims Administrator of a contract which requires expenditures of \$25,000 or more by the Sulzer Settlement Trust or by Sulzer in connection with claims administration before the Funding Date, ("Proposed Contract"), the Claims Administrator shall submit the Proposed Contract to the Court and to Class Counsel. The Proposed Contract shall indicate that the party or parties with whom the Claims Administrator proposes to contract ("Contracting Party") has the ability to perform the contracted functions in accordance with the Settlement Agreement. The Proposed Contract shall indicate that the Contracting Party has reviewed the Settlement Agreement and all CAPs in existence at the time of execution of the Proposed Contract.

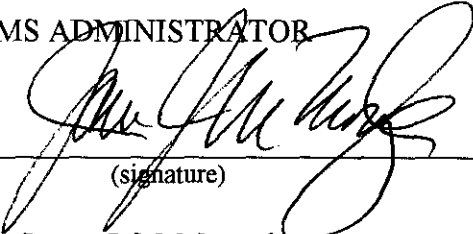
3. **Court's Approval of Proposed Contract.** In his submission of a Proposed Contract to the Court, the Claims Administrator shall provide a sketch Order for the Court to grant or deny approval of the Proposed Contract. The Order shall be in a form substantially identical to that in Exhibit A to this CAP.

4. **Duration of this CAP.** This CAP shall apply 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)

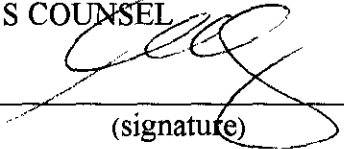
Name: James J. McMonagle

(printed or typed)

Date: July 10, 2002

CLASS COUNSEL

By: \_\_\_\_\_



(signature)

Name: R. Eric Kennedy

(printed or typed)

Date: July 10, 2002

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

**IN RE: SULZER HIP PROSTHESIS** : **Case No. 1:01-CV-9000**  
**AND KNEE PROSTHESIS PRODUCT** : **(MDL Docket No. 1401)**  
**LIABILITY LITIGATION** : **JUDGE O'MALLEY**  
:   
: **ORDER**

Pursuant to Claims Administrator Procedure No. 8, the Claims Administrator has submitted for the Court's approval a proposed contract between the Claims Administrator and [insert name]. The Court has reviewed the proposed contract and concludes that it is necessary in the furtherance of the aims of the Settlement Agreement and does hereby grant approval for the Claims Administrator to enter into such proposed contract, a copy of which is attached to this Order.

Any breach of the terms of the Settlement Agreement may void this Order. 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, and to resolve any dispute or enforce any provision in respect of this contract.

SO ORDERED

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Kathleen M. O'Malley  
Judge.