

<b>SULZER SETTLEMENT TRUST CLAIMS ADMINISTRATOR PROCEDURE</b>			
<b>CAP No.</b>	<b>9</b>	<b>Effective Date</b>	<b>July 10, 2002</b>
		<b>Revised Date</b>	<b>June 9, 2003</b>
<b>SUBJECT</b>	<b>Contingent Fee Contracts Entered into after February 2, 2002</b>		

1. **Purpose.** The Class Action Settlement Agreement in In re Sulzer Hip Prosthesis and Knee Prosthesis Product Liability Litigation ("Settlement Agreement") states, "Except as noted herein, nothing in this agreement is intended to void or to otherwise alter reasonable contingent fee contracts entered into on or prior to February 2, 2002 for payments due to Class Members under Sections 3.4(a), 3.5(b), 3.5(c) and 3.7." [SA §5.1(a)]. This Claims Administrator Procedure ("CAP") clarifies how the Claims Administrator will process claims for Attorney Fee benefits where Class Members entered into agreements after February 2, 2002, in connection with Settled Claims. Capitalized terms not otherwise defined in this CAP shall have the meanings given them in the Settlement Agreement.

2. **Alteration of Contingent Fee Contracts.** Class Members who (i) apply for and are awarded APRS and/or EIF benefits pursuant to Settlement Agreement Sections 3.4(a), 3.5(b), 3.5(c), and/or 3.7 and (ii) who enter into agreements after February 2, 2002, with attorneys for representation in connection with a Settled Claim, shall receive Attorney Fee benefits pursuant to Article 5 of the Settlement Agreement. The Attorney Fee benefit for such Class Members shall be an amount equivalent to the number of hours of work performed by the Class Member's Attorney or law firm ("Settlement Attorney") multiplied by the usual hourly rate charged by the Settlement Attorney, provided that no attorney may bill at a rate greater than \$200 per hour, and no legal assistant at a rate greater than \$100 per hour. The Attorney Fee benefit for APRS Claims, pursuant to Settlement Agreement Sections 3.4(a), 3.4(b), and 3.5(c) shall not be greater than \$10,000. The Attorney Fee benefit for EIF Claims pursuant to Settlement Agreement Section 3.7 shall not be greater than \$25,000.

3. **Satisfaction of All Attorney Fees Owed.** Before receiving payment of Attorney Fee benefits pursuant to this CAP, a Class Member and his/her Settlement Attorney shall submit to the Claims Administrator: (i) a statement of all services rendered by the Settlement Attorney; (ii) a statement that the Class Member and the Settlement Attorney accept the Attorney Fee benefit prescribed in this CAP as payment in full for all fees owed by the Class Member to the Settling Attorney in connection with the Class Member's Settled Claim, provided that any amount owed by the Class Member to the Settlement Attorney for out-of-pocket expenses advanced on the Class Member's behalf is not subject to this CAP; (iii) that the Class Member and Settlement Attorney agree to indemnify the Claims Administrator, his agents and employees and the Sulzer Settlement Trust against any claim by any other attorney or law firm for attorney fee benefits in connection with the Class Member's claim for Settlement benefits. In no event may an award of Attorney Fee benefits pursuant to this CAP exceed an amount equal to 23% times the product of 1.25 and the benefit amount awarded to the Class Member.

4. **Claims Administrator Review of Attorney Fees.** The Claims Administrator shall review statements pursuant to Paragraph 3(i) of this CAP for reasonableness prior to payment of benefits and shall award benefits pursuant to this CAP solely to the extent that the Settlement Attorney fees are reasonable. Claims Administrator determinations of reasonableness in this regard are reviewable in the manner provided in Section 4.6 of the Settlement Agreement.

5. **Determination of Class Member Representation.** The Claims Administrator shall deem a Class Member to be represented by an attorney if the Class Member or his/her attorney submits (i) a Claim Form, signed by the Class Member, indicating such representation or, (ii) another appropriate document, signed by the Class Member, identifying the attorney as his/her counsel. If an attorney submits a document, as described in (ii) of this section, the attorney shall also affirmatively represent that he/she has, on the date the attorney submits the document to the Claims Administrator, a valid agreement to represent the Class Member in connection with the Class Member's claim for benefits. If a Claim does not contain evidence, as described in (i) and (ii) above, that a Class Member acknowledges representation by an attorney or attorneys who claim to represent a Class Member, the Claims Administrator shall seek written confirmation from the Class Member of the claimed representation.

6. **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: June 9, 2003

CLASS COUNSEL

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

(signature)

Name: R. Eric Kennedy

(printed or typed)

June 6, 2003

Date: \_\_\_\_\_