

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: SULZER HIP PROSTHESIS)	Civil Action No.: 01-CV-9000
AND KNEE PROSTHESIS PRODUCT)	
LIABILITY LITIGATION)	ALL CASES
)	
<i>This document relates to:</i>)	(MDL No. 1401)
<i>Dathyl Feather</i>)	
<i>Claim Number:</i>)	Judge Kathleen M. O'Malley

NOTICE OF SPECIAL MASTER DETERMINATION

Class Member Dathyl Feather (“Appellant), appealed the decision of the Claims Administrator (“Appellee”) in rendering a Final Determination dated June 4, 2003 on Appellant’s claim for benefits from the Sulzer Settlement Trust.

Appellant appealed the decision of the Appellee, and contends that Appellee erred in his decision to award a net Uninsured APR benefit amount of Zero Dollars (\$0.00) to Appellant.

The factual findings of this matter are as follows:

1. Appellant submitted a timely Red Form seeking Uninsured APR benefits.
2. Appellant advised Appellee, in her Red Form submission, that she had health insurance at the time of her Affected Product Revision Surgery.
3. On January 31, 2003 Appellee issued a Preliminary Determination that Appellant was not eligible for Uninsured APR benefits because she had health insurance at the time of her APRS.
4. On June 4, 2003 Appellee issued a Final Determination that Appellant was not eligible for Uninsured APR benefits because she had health insurance at the time of her APRS.

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AND KNEE PROSTHESIS PRODUCT
LIABILITY LITIGATION**

Notice of Special Master Determination

Dathyl Feather

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After a thorough review of the appeal submitted by the Appellant and the response submitted by the Appellee, the Special Master finds as follows:

Appellee, Claims Administrator, did not abuse his discretion in denying Appellant's request for Uninsured APR benefits.

Appellant was insured, although her insurance carrier excluded coverage for anything to do with her Affected Product, at the time of her APRS.

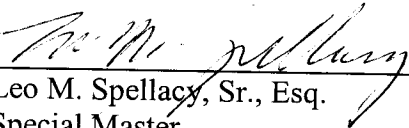
The Settlement Agreement defines who is an Uninsured APR. Section 1.1 (yyyy) provides, in part, that "an Affected Product Recipient who has health care insurance coverage at the time of the Surgery but whose providers is contesting, denying or has otherwise not paid medical expenses relating to the Surgery is not considered an Uninsured Affected Product Recipient."

Appellee was obligated to follow the terms of the Settlement Agreement and deny the claim. However, Appellee will further investigate Appellant's eligibility under the indemnification provisions of Section 3.9 (c) of the Settlement Agreement.

By order of the Special Master, Appellee's Final Determination of Zero Dollars (\$0.00) in Uninsured APR benefits is hereby AFFIRMED.

Appellant and Appellee have fifteen days from the date of this decision to file with the Court, for the Special Master's review, a fact or principle they believe the Special Master did not consider in rendering a decision. If no response is received by August 26, 2003, then the Special Master's Decision is final and may not be further contested or appealed.

August 11, 2003
Date



Leo M. Spellacy, Sr., Esq.
Special Master