

Exhibit A

**EXHIBIT A
PARTICIPATION AGREEMENT**

This Agreement is made this _____ day of _____, 201_, by and between the Plaintiffs' Executive and Steering Committees (PEC and PSC) appointed by the United States District Court for the Northern District of Ohio in MDL 2197 and _____
_____ **[NAME OF THE FIRM EXECUTING THE AGREEMENT]**
(Participating Counsel).

WHEREAS, the United States District Court for the Northern District of Ohio has appointed Ben W. Gordon, Jr., R. Eric Kennedy, Ellen Relkin, Mark P. Robinson, Christopher A. Seeger and Steve J. Skikos to serve as members of the Plaintiffs' Executive Committee (PEC) and Andres F. Alonso, Ester Berezofsky, Ed Blizzard, Jayne Conroy, Leonard A. Davis, Wendy Fleishman, Lawrence J. Gornick, Seth Katz, Mark Lanier, Michael London, Donald A. Migliori, Peter J. Polos and Navan Ward, Jr. to serve as members of the Plaintiffs' Steering Committee (PSC) to facilitate the conduct of pretrial proceedings in the federal actions relating to the use, marketing, and sales of DePuy Orthopaedics ASR Hip Implants.

WHEREAS, the PEC and PSC in association with other attorneys working for the common benefit of plaintiffs have developed or are in the process of developing work product which will be valuable in the litigation of federal and state court proceedings involving ASR Hip injuries and marketing and sales practices ("PSC Work Product").

WHEREAS, the Participating Counsel are desirous of acquiring the PSC Common Benefit Work Product and establishing an amicable, working relationship with the PSC for the mutual benefit of their clients.

NOW THEREFORE, in consideration of the covenants and promises contained herein, and intending to be legally bound hereby, the parties agree as follows:

I. SCOPE OF AGREEMENT

A. Purpose.

This Participation Agreement is a private cooperative agreement between plaintiffs' attorneys to share common benefit work product both in MDL 2197 and in the various state courts. Plaintiffs' attorneys who sign on to this Agreement ("Participating Counsel") are entitled to receive the MDL "common benefit work product" and the state court "work product" of those attorneys who have also signed the Participation Agreement. Plaintiffs' attorneys who sign on to this Agreement ("Participating Counsel") are also entitled to submit claims for reimbursement of common benefit costs and time submissions for approved common benefit work in accordance with the terms of the Case Management Order 12 Establishing the DePuy Orthopaedics, Inc. ASR Hip Implant Fee and Expense Fund to Compensate and Reimburse Attorneys for Services Performed and Expenses Incurred for MDL Administration and the Common Benefit . The Participation Agreement is being signed by counsel who are not already independently bound to the terms of Case Management Order 12 Establishing the DePuy Orthopaedics, Inc. ASR Hip Implant Fee and Expense Fund to Compensate and Reimburse Attorneys for Services Performed and Expenses Incurred for MDL Administration and the Common Benefit. By signing this participation agreement, Participating Counsel agrees to the terms of the agreement in consideration for the benefits obtained by said participation.

Participating Counsel recognize that plaintiffs who have cases pending in separate and independent jurisdictions are *voluntarily* agreeing to share common benefit work product developed in these jurisdictions, including the MDL, California and other states who agree to participate. Participating Counsel further recognize the separate and independent rights of each jurisdiction, and the litigants in each jurisdiction, including non-participating counsel, to fully

represent the interests of their clients, including the right to conduct discovery, set cases for trial, conduct jury trials, and/or resolve cases.

B. Rights and Obligations of Participating Counsel

Upon execution of this Agreement, the PSC will provide access to Participating Counsel to the common benefit work product defined in this Order, including access to and technical support to utilize the PSC's depository. Participating Counsel agree that all cases in which Participating Counsel has a fee interest, including unfiled cases and cases filed in state and/or federal court, are subject to the terms of this Agreement. Participating Counsel shall produce a list that correctly sets forth the name of each client represented by them who has filed a civil action arising from the use, marketing, and sale of the ASR HIP together with the Court and docket number of each such case and shall produce a list that contains the name of each client represented by them who has not yet filed a civil action arising from the use, marketing, and sale of the ASR HIP. The initial list shall be provided by each Participating Counsel to Plaintiffs' Liaison Counsel ("PLC") in the MDL within thirty (30) days of the signing of this Agreement. Participating Counsel shall supplement the lists on a quarterly basis.

C. Agreement to Pay an Assesement on Gross Settlements and To Be Bound By The Terms of Case Management Order No. 12 entered in MDL 2197

In consideration of the foregoing, by executing this Agreement, Participating Counsel (by themselves and on behalf of the plaintiffs and claimants they represent), whether their cases are filed or not, agree to be bound by the terms of Case Management Order No.12 entered in MDL 2197 (Establishing DePuy Orthopaedics, Inc. ASR Hip Implant Fee and Expense Funds, etc.). Further, by executing this Agreement, Participating Counsel acknowledges that they have received and reviewed a copy of Case Management Order No. 12.

Participating Counsel hereby acknowledges that the Common Benefit fee assessment amount shall be three percent (3%) for common benefit attorneys' fees and one percent (1%) for costs as set forth in Case Management Order No. 12, and that Participating Counsel shall have access to the PSC Work Product to the full extent as are Participating Counsel that are subject to Case Management Order No. 12.

D. Covered Cases

The assessment amount set forth above and the subject of this Participation Agreement applies to all cases now pending, or later filed, in any court within the United States regardless of when the plaintiff's attorney signs the Participation Agreement. Counsel who sign the Participation Agreement further agree to pay the assessment amount on all un-filed and tolled cases (in the event any cases are ever tolled) in which they share a fee interest.

E. Attorney Fee Lien

With respect to each case resolved in which any Participating Counsel has a fee interest in connection with ASR HIP related claims that are filed or pending in any court, un-filed or subject to a tolling agreement, in the event the Defendant neglects to deposit or cause to be deposited in the ASR HIP Fee and Expense Fund established by the District Court in the MDL, the percentage proportion of the gross amount recovered by each such client which is equal to the assessment amount, then each Counsel on behalf of themselves, their affiliated counsel, and their clients, is to remit said funds to said account and hereby grants and conveys to the PSC a lien upon and/or a security interest in any recovery by any client who they represent in connection with any ASR HIP induced injury and marketing and sales practices, to the full extent permitted by law, in order to secure payment in accordance with the provisions of this Agreement. Counsel will undertake all actions and execute all documents which are reasonably necessary to effectuate and/or perfect this lien and/or security interest.

F. Attorney-Client Contracts

Both the PSC and Participating Counsel recognize the importance of individual cases and the relationship between case-specific clients and their attorneys. Regardless of the type of settlement or conclusion eventually made in matters, the PSC will recommend to this Court that appropriate consideration will be given to individual case contracts between attorneys and their clients and to work that has been performed by attorneys in their individual cases.

[FIRM NAME]

Dated:

[ATTORNEY NAME]

AND

PLAINTIFFS' EXECUTIVE COMMITTEE

Dated:

MICHELLE L. KRANZ
Plaintiffs' Liaison Counsel