

**POLICIES AND PROCEDURES  
FOR AUDIT AND DISPOSITION  
OF MATRIX COMPENSATION CLAIMS IN AUDIT**

## Table of Contents

	Page
I. Purpose and Scope .....	1
II. Definitions.....	1
III. The Audit Process .....	3
IV. Post-Audit Determination .....	6
V. Commencement of Show Cause Proceedings.....	8
VI. Show Cause Process .....	9
VII. Miscellaneous .....	15

**POLICIES AND PROCEDURES  
FOR AUDIT AND DISPOSITION  
OF MATRIX COMPENSATION CLAIMS IN AUDIT**

**I. PURPOSE AND SCOPE**

These Policies and Procedures (“Procedures”) implement the provisions of the Nationwide Class Action Settlement Agreement with American Home Products Corporation (“Settlement Agreement”) relating to the audit and disposition of Matrix Compensation Claims in audit pursuant to Sections VI.E and VI.F of the Settlement Agreement. These Procedures shall be interpreted in accordance with the terms of the Settlement Agreement and shall apply to all Claims designated by Wyeth<sup>1</sup> or selected by the AHP Settlement Trust (“Trust”) for audit, except as otherwise provided herein.

**II. DEFINITIONS**

The following terms shall have the meanings as set forth below.

**A. “Attestation Form”** means the form that the Auditing Cardiologist completes and signs, attesting that he/she has reviewed the medical information submitted with a Claim and opining whether there was a reasonable medical basis for the Attesting Physician’s answer(s) to the specific question(s) at issue in audit.

---

<sup>1</sup> Effective March 11, 2002, American Home Products Corporation changed its name to Wyeth. The name change does not affect any aspect of the Nationwide Class Action Settlement Agreement with American Home Products.

**B. “Attesting Physician”** means any physician who completes Part II of the GREEN Form and attests to the presence of medical conditions in support of a Claim for Matrix Compensation Benefits.

**C. “Audit File”** means records received or maintained by the Trust and that pertain to an audit of a claim for Matrix Compensation Benefits, including all documents sent to or from the Auditing Cardiologist and/or any other documents upon which an individual’s Claim is based.

**D. “Audit Question(s)”** means the specific GREEN Form question(s) at issue in an audit.

**E. “Auditing Cardiologist”** means any independent Board-Certified Cardiologist or Board-Certified Cardiothoracic Surgeon engaged by or through the Trust to audit Claims for Matrix Compensation Benefits pursuant to the Settlement Agreement.

**F. “Auditing Cardiologist Worksheet”** means the form that is supplied by the Trust to the Auditing Cardiologist on which the Auditing Cardiologist records specific results from his/her evaluation of the Echocardiogram tape.

**G. “Claim”** means the submission of the form(s) through which a Claimant seeks Matrix Compensation Benefits pursuant to the payment matrices, along with all other materials including correspondence, documents and videotapes or disks of Echocardiograms submitted with such form(s) or in support of such a Claim.

**H. “Claimant”** means any person who submitted a Claim under the Settlement Agreement.

**I. “Court” or “Trial Court”** means the United States District Court for the Eastern District of Pennsylvania, which has original and exclusive jurisdiction over all provisions of the Settlement Agreement.

**J. “Matrix Compensation Benefits”** means the monetary payment sought by a Claimant based upon the severity of his/her medical condition, his/her age at diagnosis, and the

corresponding placement on the payment matrices, as defined in Section IV.B, et seq. of the Settlement Agreement.

**K. “Post-Audit Determination”** means the Trust's determination, based on finding(s) at audit, that: (a) a Claimant is entitled to payment of the Matrix Compensation Benefits requested by the Claimant; or (b) a Claimant is not entitled to receive Matrix Compensation Benefits; or (c) a Claimant is entitled to receive Matrix Compensation Benefits at a different level than requested by the Claimant.

**L. “Settlement Agreement”** means the Nationwide Class Action Settlement with American Home Products Corporation dated November 18, 1999, and subsequently amended on November 24, 1999; January 10, 2000; March 24, 2000; and July 20, 2000.

**M. “Supplemental Matrix Claim”** means a Claim submitted by a Claimant for a higher level of Matrix Compensation Benefits due to the worsening of any condition that originally qualified the Claimant for Matrix Compensation Benefits, as provided in Section IV.C.3 of the Settlement Agreement.

**N. “Trust”** means the AHP Settlement Trust as defined in Section I.57 of the Settlement Agreement, that was established to administer the Settlement Agreement.

**O. “Wyeth”** means Wyeth, formerly known as American Home Products Corporation. **III. THE AUDIT PROCESS**

**A. *Qualifications of Auditing Cardiologists.*** The Trust shall maintain a pool of qualified Auditing Cardiologists for reviewing Claims selected for audit pursuant to Sections VI.E and VI .F of the Settlement Agreement. Each Auditing Cardiologist shall be an independent, Board- Certified Cardiologist or Board-Certified Cardiothoracic Surgeon with level 3 training in Echocardiography. Absent Court approval, no person shall serve as an Auditing Cardiologist if that person is a Trustee of the Trust, has served as an Attesting Physician or would be disqualified from serving as a Trustee under the provisions of Section VI.A.4.b of the Settlement Agreement.

**B. *Designation of Claims for Audit.*** Pursuant to Section VI.F of the Settlement Agreement, Wyeth may review and designate Claims for audit. In addition, under Section VI.E of the Settlement Agreement, the Trust is required to select additional Claims for audit from the pool of Claims identified during processing. Claims selected for audit by the Trust during processing shall include only those Claims for which an issue arises that is material to determining whether a Claimant is entitled to Matrix Compensation Benefits or the appropriate level of Matrix Compensation Benefits.

**C. *Review of Claims Designated for Audit.*** The Auditing Cardiologists shall review Claims to determine whether there was a reasonable medical basis for each of the Attesting Physicians' answers to the Audit Questions. The Trust shall review Claims to determine whether there were any intentional material misrepresentations made in connection with the Claims. The Trust may consider information from other Claims in audit to determine the existence of facts or a pattern of misrepresentations implicating intentional misconduct by an attorney and/or physician that may warrant relief pursuant to Section VI.E.8 of the Settlement Agreement.

**D. *Notification to Claimant of Audit Selection.*** No later than five (5) days after a Claim has been designated by Wyeth or selected by the Trust for audit, the Trust shall send a letter to the Claimant informing him/her that the Claim has been selected for audit and of the specific ground(s) for the audit ("Audit Selection Letter"). The Audit Selection Letter shall specify whether the audit is based upon the grounds that:

- (1) no reasonable medical basis exists to support a material representation made by the Attesting Physician in support of the Claim; and/or
- (2) an intentional misrepresentation of material fact was made in connection with the Claim.

The Audit Selection Letter also shall advise the Claimant that he/she has thirty (30) days after the date of the Trust's letter to submit additional medical documentation ("Additional Documentation") in support of the Claim.

The Trust shall supply a copy of these Procedures to the Claimant along with the Audit Selection Letter.

**E. *Claimant's Submission of Additional Documentation.*** Additional Documentation shall: (1) not include materials previously submitted with the Claim; (2) not be cumulative of materials previously submitted with the Claim; and (3) be limited to the specific issue(s) in audit. The Claimant's submission, if any, must be postmarked no later than thirty (30) days after the date of the Audit Selection Letter.<sup>2</sup> After the expiration of this thirty-day deadline, the Trust shall not accept any Additional Documentation from the Claimant unless the Trust grants an extension of this deadline upon good cause shown.

**F. *Trust's Review of Additional Documentation.*** Upon review of the Additional Documentation, if any, allowed under Sections III.D and III.E above, the Trust shall determine whether the audit should proceed or whether the Claim should be withdrawn from audit and the Claimant paid Matrix Compensation Benefits by the Trust at the level supported by Part II of the GREEN Form.

**G. *Submission to Auditing Cardiologist.*** If an audit is not withdrawn, the Trust shall forward the Claim to the Auditing Cardiologist no later than fourteen (14) days after expiration of the deadline for the Claimant to submit Additional Documentation. The materials submitted by the Trust to the Auditing Cardiologist shall include the records received or maintained by the Trust upon which the Claim is based, as well as any Additional Documentation pursuant to Sections III.D and III.E of these Procedures.

**H. *Instructions to Auditing Cardiologist.*** The Trust shall provide the following instructions to each Auditing Cardiologist, along with the submission under Section III.G of these Procedures:

---

<sup>2</sup> For Claims designated by Wyeth or selected by the Trust for Audit and forwarded to an Auditing Cardiologist prior to December 10, 2001, in lieu of the opportunity for Pre-Audit submission of Additional Documentation afforded herein, Claimants have been afforded an opportunity to submit Additional Documentation in support of the Claim within thirty (30) days after the date of the Post-Audit Determination Letter.

- (1) Each Auditing Cardiologist must familiarize him/herself with the standards for completing Part II of the GREEN Form and shall review the ENDNOTES contained in the appendix to the GREEN Form (pages 21-31). Upon request by an Auditing Cardiologist, the Trust shall provide copies of any of the noted references cited in these ENDNOTES.
- (2) If relevant, the Auditing Cardiologist shall read each Echocardiogram tape submitted for review at audit and, for each Echocardiogram tape, complete an Auditing Cardiologist Worksheet.
- (3) After completion of the Auditing Cardiologist Worksheet(s), the Auditing Cardiologist shall review the medical records provided by the Trust. The specific question(s) placed at issue for audit shall be set forth on the Attestation Form, which the Trust shall forward to the Auditing Cardiologist with its request for audit.
- (4) The Auditing Cardiologist shall state his/her opinion and shall provide the underlying explanation for the opinion on the Attestation Form. This opinion shall address, based on a review of the Claimant's Echocardiogram tape(s) and medical records, whether there was a reasonable medical basis for the answer(s) given to the Audit Question(s). The Auditing Cardiologist shall sign and date the Attestation Form.
- (5) No later than thirty (30) days after receipt of the materials submitted by the Trust, the Auditing Cardiologist shall: (a) fax the Attestation Form and Auditing Cardiologist Worksheet(s) (where applicable) to the Trust; and (b) return to the Trust, by regular mail, any Echocardiogram tape(s) and other documentation forwarded by the Trust to the Auditing Cardiologist in connection with the Audit.

#### **IV. POST-AUDIT DETERMINATION**

**A. *Allow the Claim as Submitted.*** Where the Auditing Cardiologist determines that there is a reasonable medical basis for the Attesting Physician's answer(s) to the Audit Question(s) and/or the Trust determines that the Claimant did not make an intentional misrepresentation of a material fact in connection with the Claim, the Trust shall:

- (1) Award Matrix Compensation Benefits at the level supported by Part II of the GREEN Form; and
- (2) Issue a Post-Audit Determination Letter to the Claimant by certified mail, return receipt requested, or by equivalent means, informing the Claimant of: (a) the results of the audit; (b) the Claimant's eligibility for Matrix Compensation Benefits at the level supported by Part II of the GREEN

Form; and (c) the Claimant's right to accept or contest the Trust's determination pursuant to Sections VI.C.4.f-l of the Settlement Agreement.

**B. *Allow a Claim but not the Claim Submitted.*** Where the Trust determines that there is a reasonable medical basis for a Claim but not for the Claim as submitted, and that the Claimant is entitled to Matrix Compensation Benefits at a different level from that requested by the Claimant in Part II of the GREEN Form:

- (1) The Trust shall issue a Post-Audit Determination Letter to the Claimant by certified mail, return receipt requested, or by equivalent means, informing the Claimant of: (a) the results of the audit; (b) the reason(s) that payment of Matrix Compensation Benefits of a different amount is appropriate; (c) the Claimant's right to accept the Trust's determination and receive Matrix Compensation Benefits consistent with the results of the audit; and (d) the Claimant's right to contest the determination under Section IV.B(3) of these Procedures.
- (2) The Claimant will be deemed to have accepted the Trust's determination either by affirmative written communication to the Trust or by failure to deliver to the Trust a written response to the Post-Audit Determination Letter postmarked no later than thirty (30) days after the date of the Post-Audit Determination Letter.
- (3) If the Claimant contests the Trust's determination that he/she is eligible for Matrix Compensation Benefits at a different level from that requested in the GREEN Form, the Claim shall proceed through the Show Cause process in accordance with Section VI of these Procedures (as to the Claimant's entitlement to the difference between the amount that the Claimant requested and the lesser amount that the Trust has determined to be appropriate).

**C. *Deny the Claim.*** Where the Trust determines that the Claim submitted fails to demonstrate any reasonable medical basis for Matrix Compensation Benefits at any level and/or that the Claimant made an intentional misrepresentation of a material fact that precludes payment at any level:

- (1) The Trust shall issue a Post-Audit Determination Letter to the Claimant by certified mail, return receipt requested, or by equivalent means, informing the Claimant of: (a) the results of the audit; (b) the reason(s) for concluding that there was no reasonable medical basis for awarding Matrix Compensation Benefits at any level and/or the reasons(s) for concluding that the Claimant made an intentional misrepresentation of

material fact that precludes awarding Matrix Compensation Benefits at any level; (c) the Claimant's right to accept the Trust's determination and to withdraw without prejudice his/her Claim for Matrix Compensation Benefits (informing the Claimant that he/she may submit a new Claim for Matrix Compensation Benefits, within the time requirements set forth in the Settlement Agreement); and (d) the Claimant's right to contest the determination under Section IV.C(3) of these Procedures.

- (2) The Claimant will be deemed to have accepted the Trust's determination either by affirmative written communication to the Trust or by failure to deliver to the Trust a written response to the Post-Audit Determination Letter postmarked no later than thirty (30) days after the date of the Post-Audit Determination Letter.
- (3) If the Claimant does not accept the Trust's determination and withdraw his/her Claim, the Claim shall proceed through the Show Cause process in accordance with Section VI of these Procedures.

D. ***Timing of Post-Audit Determinations.*** All Post-Audit Determination Letters must be issued no later than fourteen (14) days after the Trust receives the Auditing Cardiologist's Attestation Form.

## V. **COMMENCEMENT OF SHOW CAUSE PROCEEDINGS**

A. ***Preparation of Application.*** No later than fourteen (14) days after the Claimant notifies the Trust that he/she does not accept the Trust's determination, the Trust shall prepare and file with the Court an Application for Issuance of an Order to Show Cause ("Application") seeking the relief requested by the Trust. The Trust shall serve a copy of the Application upon the Claimant by certified mail, return receipt requested, or by equivalent means.

B. ***Contents of the Application.*** An Application shall include the following:

- (1) identity of the Claimant and his/her Claim number;
- (2) a statement that the Trust has determined that, as a result of an audit, the Claim was denied in whole or in part;
- (3) a prayer for specific relief, including a request that the Court, pursuant to Section VI.E.8 of the Settlement Agreement, grant such relief as may be appropriate, including any of the following:

- (a) an Order disallowing and denying payment in whole or in part for the Claim;
- (b) an Order directing an additional audit of other Claims involving the same attorneys and/or physicians who were involved in the Claim that is the subject of the Application;
- (c) an Order directing such additional audits as may be appropriate in light of the facts set forth in the Application;
- (d) an Order imposing penalties including the payment of the Trust's costs and attorneys' fees to the extent permitted by law; and/or
- (e) an Order making a referral to the United States Attorney or other appropriate law enforcement officials for possible criminal prosecution if there is probable cause to believe that the Claim was submitted fraudulently; and
- (4) notice to the Claimant that failure to respond or comply with these Procedures could result in an Order granting the relief requested by the Trust.

## **VI. SHOW CAUSE PROCESS**

- A. *Issuance of Order to Show Cause.*** After receipt of the Trust's Application, the Court will issue an Order directing the Claimant to show cause why the relief requested by the Trust should not be granted ("Order to Show Cause") and referring the Application to the Special Master for further proceedings.
- B. *Documentation in Support of Trust's Application.*** The Trust shall serve upon the Special Master documentation to support its Application ("Supporting Documentation"), postmarked or hand-delivered no later than fourteen (14) days after the date of the Order to Show Cause. The Trust's Supporting Documentation shall include: (1) a detailed Statement of the Case, as described more fully in Section VI.C of these Procedures; (2) the Attestation

Form; (3) the Auditing Cardiologist Worksheet(s); (4) any and all other materials submitted to and/or completed by the Auditing Cardiologist; and (5) the Audit File.

**C. *Trust's Statement of the Case.***

(1) The Trust's Statement of the Case shall contain a detailed statement of the issues surrounding the Claim and:

- (a) the Matrix level and amount of Matrix Compensation Benefits requested in the GREEN Form;
- (b) a description of the procedural history of the Claim, including relevant dates, where applicable;
- (c) identification of the Audit Question(s); and
- (d) the Trust's position on the necessity of the assignment of a Technical Advisor.

(2) If the Application is based, in whole or in part, on the grounds that no reasonable medical basis exists for the answer(s) to the Audit Question(s), the Statement of the Case also shall include:

- (a) the specific medical findings of the Auditing Cardiologist on the Audit Question(s);
- (b) a certification by the Auditing Cardiologist of the specific factors (e.g., specific medical records or parts thereof and findings from his/her review of the Echocardiogram tape) that he or she considered and relied upon in concluding that there was no reasonable medical basis for the Attesting Physician's specific answer(s) to the Audit Question(s);
- (c) the background of the Auditing Cardiologist, which can consist of the Auditing Cardiologist's *curriculum vitae*; and
- (d) a certification by the Auditing Cardiologist that the steps taken in reviewing the Claim were consistent with Section III.H of these Procedures.

(3) If the Application is based, in whole or in part, on the grounds that an intentional misrepresentation of material fact was made in connection with the Claim, the Statement of the Case also shall include a detailed

description of any and all facts the Trust relied on in concluding that there was an intentional material misrepresentation of fact.

**D. *Burden of Proof.*** For audits based, in whole or in part, on the grounds that no reasonable medical basis exists for specific answer(s) to the Audit Question(s), the Claimant shall have the burden of proving that there was a reasonable medical basis to support the material representation(s) made by the Attesting Physician in answering the Audit Question(s). For audits based, in whole or in part, on the grounds that an intentional misrepresentation of a material fact was made in connection with the Claim, the Claimant shall have the burden of proving that all representations of material fact in connection with the Claim are true and, where relevant to the audit, a reasonable medical basis exists for specific answer(s) to the Audit Question(s).

**E. *Claimant's Response.*** After receipt of the Trust's Supporting Documentation, the Special Master shall serve a copy on the Claimant and direct the Claimant to send a Response, if any, to the Special Master. A Claimant's Response shall be postmarked no later than twenty-one (21) days after the date of the Special Master's service of the Supporting Documentation on the Claimant. If the Claimant fails to file a Response within the time prescribed by the Special Master, or if the Claimant requests the Special Master to proceed without a formal Response, the Special Master shall proceed in accordance with these Procedures.

**F. *Contents of the Claimant's Response.*** The Claimant's Response shall be limited to the Audit Question(s) and may include:

- (1) argument and explanations of the answer(s) given in Part II of the GREEN Form;

- (2) a verified expert opinion;
- (3) any evidence that refutes the Auditing Cardiologist's finding that no reasonable medical basis exists to support a material representation made in connection with the Audit Question(s);
- (4) any evidence that refutes the Trust's finding that an intentional misrepresentation of material fact was made in connection with the Claim; and/or
- (5) the Claimant's position on the necessity of the assignment of a Technical Advisor.

The Special Master shall serve a copy of the Claimant's Response, if any, on the Trust.

**G. *Trust's Reply.*** If the Claimant files a Response, the Trust shall be permitted to file a Reply, postmarked no later than fourteen (14) days after the date of the Special Master's service of the Response on the Trust. The Special Master shall serve a copy of the Trust's Reply, if any, on the Claimant. If the Claimant does not file a Response, the Trust may not file a Reply.

**H. *Contents of the Trust's Reply.*** The Trust's Reply shall be limited to issues raised by the Claimant in the Response and may include:

- (1) arguments or explanations refuting the Claimant's Response;
- (2) a verified expert opinion;
- (3) any evidence that refutes the Claimant's position that a reasonable medical basis exists to support a material representation made in connection with the Audit Question(s); and/or
- (4) any evidence that refutes the Claimant's position that all statements of material fact made in connection with the Claim are true.

- I. *No Further Filings Permitted.*** The record before the Special Master (“Special Master Record”) shall be closed no later than fourteen (14) days after:
- (1) the Special Master’s receipt of the Claimant’s indication that no Response will be filed;
  - (2) the expiration of the time for the Claimant to file a Response; or
  - (3) the Special Master’s receipt of the Trust’s Reply, where applicable.

No further briefing or documentation shall be permitted except where the Claimant seeks permission, in writing, from the Special Master to file a Sur-Reply. Requests to file a Sur-Reply must be filed no later than fourteen (14) days after the date of the Special Master’s service of the Trust’s Reply on the Claimant and must include a copy of the proposed Sur-Reply. The Special Master will grant permission for the filing of a Sur-Reply only upon good cause shown. The Special Master shall serve a copy of any permitted Sur-Reply on the Trust.

- J. *Appointment and Assignment of Claim to Technical Advisor.*** The Court will appoint one or more qualified persons to serve as Technical Advisor(s). After the Special Master Record is closed, and after consideration of the positions of the Trust and the Claimant regarding the appointment of a Technical Advisor, the Special Master may assign a Technical Advisor to review the Special Master Record and prepare a report to the Court setting forth his/her opinions regarding the issue(s) in dispute in the audit. The Technical Advisor will be assigned according to his or her expertise and based upon the nature of the medical issue(s) present in the audit.

**K. *Costs of Technical Advisor.*** If the Special Master determines that it is necessary to assign a Technical Advisor, the Special Master shall require the Claimant, in advance, to submit a cashier's or certified check to pay the reasonable costs for the review and report by the Technical Advisor. Further,

(1) the costs of the Technical Advisor shall be established by the Special Master in an amount not to exceed \$1,500;

(2) a Claimant may file a request with the Special Master asking that the costs of the Technical Advisor be waived due to true financial hardship. Any such request must include relevant financial documentation supporting the existence of a true financial hardship. In the event that the Special Master concludes that payment of the Technical Advisor's costs creates a true financial hardship, the Trust shall pay the Technical Advisor's costs; and

(3) if the Trust does not prevail on all aspects of its Application, the Trust shall reimburse the Claimant for the Technical Advisor's costs.

**L. *Qualifications of Technical Advisor.*** Each Technical Advisor shall be a Board-Certified Cardiologist or Board-Certified Cardiothoracic Surgeon who has level 3 training in Echocardiography or a Board-Certified Neurologist or Neurosurgeon or a Board-Certified Pathologist. Absent Court approval, no person shall serve as a Technical Advisor if that person is a Trustee of the Trust, has served as an Attesting Physician or Auditing Cardiologist or would be disqualified from serving as a Trustee under the provisions of Section VI.A.4.b of the Settlement Agreement.

**M. *Duties of the Technical Advisor.*** If the Special Master refers a Claim to a Technical Advisor, the Technical Advisor shall review the Special Master Record, including a copy of any

Echocardiogram tape(s). Following that review, the Technical Advisor shall issue a written report (“Technical Advisor’s Report”)

setting forth his or her opinion as to whether:

- (1) there was a reasonable medical basis for the Attesting Physician’s specific answer(s) to Audit Question(s); and/or
- (2) material representations of fact made in connection with the Claim are true.

The Technical Advisor shall transmit the Technical Advisor’s Report and return the Special Master Record, including a copy of the Echocardiogram tape(s), to the Special Master no later than thirty (30) days after receipt of the Special Master Record.

**N. *Service of Technical Advisor’s Report.*** The Special Master shall serve a copy of the Technical Advisor’s Report on the Trust and the Claimant who each may submit a Response, not exceeding five (5) pages in length, to the Special Master. Any such Response shall be postmarked no later than fourteen (14) days after the Special Master’s service of the Technical Advisor’s Report on the parties. The Response(s) may address only the findings of the Technical Advisor and shall be limited to the evidence already in the record.

**O. *Close of Show Cause Record and Referral to Court for Determination.*** The Show Cause Record, which shall include all documentation provided under Sections V and VI, shall be closed by the Special Master upon the: (1) receipt of the Response(s), if any, to the Technical Advisor’s Report; (2) expiration of the fourteen (14) day period for filing a Response to the Technical Advisor’s Report; or (3) close of the Special Master Record

pursuant to Section VI.J of these Procedures where the matter has not been referred to a Technical Advisor. Upon the close of the Show Cause Record, the Special Master shall notify the Court that the record is complete and ready for a determination.

**P. *Hearings.*** An Application will be decided without a Hearing unless the Court orders otherwise. A Hearing, if permitted, may be in person, by video or by telephone conference.

**Q. *Relief.*** If the Court determines that there was no reasonable medical basis to support the Attesting Physician's answer(s) to the Audit Question(s) at issue in the Application and/or that the Claimant intentionally made a material misrepresentation of fact in connection with the Claim, the Court shall confirm the Post-Audit Determination and may grant such other relief as may be appropriate, including any of the following:

- (1) an Order disallowing the claim;
- (2) an Order directing an additional audit of other Claims involving the same attorneys and/or physicians who were involved in the Claim that was the subject of the Application;
- (3) an Order directing such other additional audits as may be appropriate in light of the Court's findings;
- (4) an Order imposing penalties including the payment of the Trust's costs and attorneys' fees to the extent permitted by law; and/or
- (5) an Order making a referral of the matter to the United States Attorney or other appropriate law enforcement officials for possible criminal prosecution if there is probable cause to believe that the Claim was submitted fraudulently.

If the Court determines that there was a reasonable medical basis to support the Attesting Physician's answer(s) to the Audit Question(s) at issue in the Application and/or that the Claimant did not make an

intentional misrepresentation of a material fact in connection with the Claim, the Court shall enter an Order directing the Trust to pay the Claim in accordance with the Settlement Agreement.

- R. *Special Master's Costs.*** The costs and fees of the Special Master in connection with these Procedures shall be paid by the Trust, unless otherwise ordered by the Court.

## **VII. MISCELLANEOUS**

- A. *No Discovery.*** Neither the Trust nor the Claimant shall be permitted to conduct any discovery relating to an Application.
- B. *Settlement Agreement Interpretation.*** Pursuant to the Court's exclusive and continuing jurisdiction to implement the Settlement Agreement, as retained in Section VIII.B.1 of the Settlement Agreement and paragraph 11 of Pretrial Order No. 1415, the Court has exclusive jurisdiction to decide any issue requiring interpretation of the Settlement Agreement. As to any issue arising in the Show Cause process that involves Settlement Agreement interpretation, the Court may solicit the views of Class Counsel and Wyeth.
- C. *Participation by Wyeth and Class Counsel.*** Wyeth and Class Counsel shall not submit materials in the Show Cause Process unless requested by the Court or Special Master. Pursuant to the terms of Pretrial Order No. 2351, relating to Protective Order Concerning Confidential Information of the AHP Settlement Trust, Wyeth and Class Counsel at their own expense may obtain copies from the Trust of any of the filings related to the Show Cause Proceedings.

- D. *Interpretation of Procedures.*** These Procedures shall be interpreted in accordance with the terms of the Settlement Agreement. If a dispute arises regarding the application of the Procedures, the Trust or the Claimant may petition the Special Master for an interpretation of the Procedures. The Special Master shall decide all disputes regarding the application of the Procedures, subject to Court review. The Special Master may implement any procedural requirements necessary to implement these Procedures efficiently.
- E. *Confidentiality.*** The disclosure of information obtained in the Audit Process is governed by the terms of the Settlement Agreement and any other Order governing confidentiality that has or may be entered by the Court.
- F. *No New Claim or Supplemental Matrix Claims.*** The Show Cause proceeding shall not be used for the submission of a new Claim or a Supplemental Matrix Claim. Instead, Claimants shall submit any new or Supplemental Matrix Claims to the Trust, to be processed in accordance with the Settlement Agreement.
- G. *Computation of Time.*** In computing a period of time prescribed or allowed by these Procedures, a day shall mean a calendar day. The day of any act or event after which a designated period of time begins to run shall not be included. The last day of the period shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be included in the computation, unless the period of time prescribed or allowed is less

than eleven (11) days. The Special Master, upon good cause shown, may extend any deadline prescribed in those Procedures.

F:\PBL\JMH\Fen-Phen\Audit\gh000005.wpd

7/16/2002 2:15 PM