

EXHIBIT 5

**RULES FOR THE AUDIT
OF FUND A CLAIMS**

EFFECTIVE JUNE __, 2005

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GENERAL PROVISIONS

These Rules (“Rules”) implement the provisions of the Nationwide Class Action Settlement Agreement with American Home Products Corporation, as amended, relating to the audit (“Audit”) of Cash/Med Benefits pursuant to Section VI.F of the Settlement Agreement. These Rules shall be interpreted in accordance with the Settlement Agreement and apply to every Claim for Cash/Med Benefits placed into audit in which the Claimant does not also have a Matrix claim that is subject to audit under Pretrial Order No. 2662.

Rule 1. Definitions. The following terms shall have the meanings as set forth below. Any capitalized terms not specifically defined in these Rules shall have the meanings given to them in the Settlement Agreement, any Court-Approved Procedure, or any Pretrial Order issued by the Court.

(a) **“Application”** means the Trust’s preparation of and filing with the Court a petition ordering the Claimant to show cause in accordance with Rules 12 and 13.

(b) **“Attestation Form”** means the form that the Auditing Cardiologist completes, attesting that he/she has reviewed the medical information submitted with a Claim and opining whether there was a reasonable medical basis for the answers to Questions 6.a and 6.b of the Claimant’s Gray Form.

(c) **“Attesting Physician”** means any physician who completes all or any aspect of the Gray Form.

(d) **“Auditing Cardiologist”** means any independent Board-Certified Cardiologist or Board-Certified Cardiothoracic Surgeon (with the qualifications required under Rule 2) engaged by or through the Trust to Audit Claims for Cash/Med Benefits and/or Claims for Matrix Compensation Benefits.

(e) **“Auditing Cardiologist Worksheet”** means the form that the Trust supplies to the Auditing Cardiologist, on which the Auditing Cardiologist records specific findings from his/her evaluation of an Echocardiogram.

(f) **“Cash/Med Benefit(s)”** means the Additional Medical Services or Cash Benefits described in Sections IV.A.1.c and IV.A.2.c of the Settlement Agreement.

(g) **“Claim”** means the submission of a Gray Form and/or Green Form through which a Claimant seeks Cash/Med Benefits, along with all other material, including correspondence, documents, and videotapes or disks of Echocardiograms submitted in support of such a Claim.

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

(i) **“Designated Cash/Med Benefit Claims”** means those Cash/Med Benefit Claims designated for Fund A Audits by Wyeth.

(j) **“Echocardiogram”** means the Transthoracic Echocardiogram tape or disk on which a Claimant relies to seek the Cash/Med Benefit.

(k) **“Echocardiogram Provider”** means any echocardiogram provider who performs an echocardiogram that provides the basis for the Gray Form.

(l) **“Fund A Audit File”** means the Claimant’s Gray Form and/or Green Form, the associated Echocardiogram narrative report, and the videotapes or disks of the Echocardiogram.

(m) **“Fund A Audit Notification Letter”** means the letter described in Rule 5 notifying the Claimant that their Cash/Med Benefit claim has been designated for Audit.

(n) **“Gray Form”** means the Gray1 Form reporting on the results of a private echocardiogram, and/or the Gray2 Form reporting on the results of an echocardiogram conducted

in the Screening Program. References to a Gray Form in these Rules shall include Questions III.C.3.a and II.C.3.b of Part II of a Green Form, where the Green Form does not state a claim for Matrix Compensation Benefits or otherwise will not be reviewed in Audit by the Trust or by Wyeth in the Parallel Processing Program and is being relied upon by a Claimant to support a claim for Cash/Med Benefits.

(o) **“Mediation”** means the voluntary, non-binding mediation program authorized by PTO No. 3881 and any subsequent Court-Approved Procedure for resolution of pending Claims in Show Cause.

(p) **“Notice of Dispute”** means the written communication that the Claimant sends to the Trust to dispute the Post-Audit Determination under Rule 11(b).

(q) **“Order to Show Cause”** means an Order by the Court directing a Claimant to show cause as to why their Cash/Med Benefit claim should be paid by the Trust in accordance with Rule 14.

(r) **“Post-Audit Determination”** means the Trust’s determination, based on finding(s) at Audit regarding the Claimant’s eligibility for the Cash/Med Benefit.

(s) **“Response”** means the reply by the Claimant to the Supporting Documentation filed by the Trust in accordance with Rules 17 and 18.

(t) **“Sample of Designated Cash/Med Benefits”** shall have the meaning set forth in Rule 4.

(u) **“Settlement Agreement”** means the Nationwide Class Action Settlement Agreement with American Home Products Corporation dated November 18, 1999, as amended.

(v) “**Special Master Record**” means the Fund A Audit File, the Application, the Order to Show Cause, the Trust’s Supporting Documentation, any Response filed by the Claimant, and the Technical Advisor’s Report.

(w) “**Supporting Documentation**” shall have the meaning set forth in Rule 15.

(x) “**Technical Advisor**” means one or more qualified persons to assist the Special Master and/or the Court with medical determinations for pending Claims in Show Cause as described in Rule 21.

(y) “**Technical Advisor’s Report**” shall have the meaning set forth in Rule 24.

(z) “**Wyeth**” means Wyeth, formerly known as American Home Products Corporation.

Rule 2. *Qualifications of Auditing Cardiologists.* The Trust shall maintain a pool of qualified Auditing Cardiologists to Audit Designated Cash/Med Benefit Claims. Each Auditing Cardiologist shall be an independent Board-Certified Cardiologist, or Board-Certified Cardiothoracic Surgeon, with Level 2 or greater 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 in more than ten Claims, or would be disqualified from serving as a Trustee under the provisions of Section VI.A.4.b of the Settlement Agreement. If an Auditing Cardiologist has been an Attesting Physician on a Claim, he/she may not review that Claim in Audit.

AUDIT PROCESS

Rule 3. *Claims Designated for Audit.* Wyeth may designate Claims for Audit pursuant to Section VI.F of the Settlement Agreement. As soon as reasonably practicable after a

Claim is designated for Audit, the Trust shall forward the Fund A Audit File for each Claim to an Auditing Cardiologist.

Rule 4. *Random Audit Sampling by the Trust.*

(a) If there are more than 100 Designated Cash/Med Benefit Claims that have been submitted by a single law firm as primary counsel, supported by the attestation of a single physician, or based on echocardiograms conducted by a single Echocardiogram Provider, the Trust shall randomly select 100 of such claims for Audit (hereinafter "Sample of Designated Cash/Med Benefit Claims") and shall refrain from auditing the other Designated Cash/Med Benefit Claims submitted by that law firm, attested to by that attesting physician, or conducted by that Echocardiogram Provider until it has audited the Sample of Designated Cash/Med Benefit Claims. There shall be no sampling of claims based on echocardiograms conducted in the Trust's Screening Program under these Rules and claims based on echocardiograms conducted in the Trust's Screening Program shall not be included in any Sample of Designated Cash/Med Claims.

(b) If the Trust concludes that there was no reasonable medical basis for and/or a material misrepresentation of fact in connection with more than 83% of the Sample of Designated Cash/Med Benefit Claims, it shall apply to the Court for an order to show cause why all of the Designated Cash/Med Benefit Claims submitted by the same law firm, attested to by the same physician, or obtained by the same Echocardiogram Provider should be allowed and paid. If the Trust concludes that there was no reasonable medical basis for and/or a material misrepresentation of fact in connection with 83% or less of the Sample of Designated Cash/Med Benefit Claims, then the Trust shall Audit the remaining Designated Cash/Med Benefit Claims

submitted by the same law firm, attested to by the same physician, and/or obtained by the same Echocardiogram Provider.

Rule 5. *Notification to Claimant of Audit.* No later than five days after a Claim has been designated for Audit, the Trust shall send a Fund A Audit Notification Letter to the Claimant, or the Claimant's counsel, if represented, informing him/her that the Claim is in Audit. The Fund A Audit Notification Letter shall indicate that the Rules are available on the Trust's official website and that the Trust will mail him/her a copy of the Rules if requested.

Rule 6. *Review of Claims in Audit.* The Auditing Cardiologist shall review a Claim in accordance with these Rules to determine whether there was a reasonable medical basis for the answers to Questions 6.a and 6.b of the Claimant's Gray Form. The Trust shall review a Claim to determine whether there were any intentional material misrepresentations made in connection with the Claim.

Rule 7. *Review by Auditing Cardiologist.* In conducting the Audit of a Claim, the Auditing Cardiologist shall:

(a) Read the Echocardiogram provided by the Trust for each Claim and enter his/her findings on the Auditing Cardiologist Worksheet based on a review of the Echocardiogram. If the Auditing Cardiologist cannot determine to a reasonable degree of medical certainty whether the echocardiogram demonstrates an FDA Positive condition, the Auditing Cardiologist shall answer "Not Evaluable" on the Auditing Cardiologist Worksheet as to the Echocardiogram indicate the reasons therefore.

(b) Except where the Auditing Cardiologist has determined that an Echocardiogram Not Evaluable, state on the Attestation Form whether there was a reasonable medical basis for

the answers to Questions 6.a and 6.b of the Claimant's Gray Form and provide the explanation for these findings.

(c) No later than 30 days after receipt of a Fund A Audit File regarding a Claim from the Trust, return the Fund A Audit File, the completed and signed Auditing Cardiologist Worksheet, and the signed Attestation Form to the Trust, by regular mail.

Rule 8. *Trust's Review of Auditing Cardiologist Findings.* No later than 21 days after the Trust's receipt of the Fund A Audit File, Auditing Cardiologist Worksheet and Attestation Form from the Auditing Cardiologist, the Trust shall review the Auditing Cardiologist Worksheet and Attestation Form to determine whether the Auditing Cardiologist designated the Echocardiogram as Not Evaluable. If the Auditing Cardiologist has determined an Echocardiogram to be Not Evaluable, the Trust shall deny the Claim and issue a Post-Audit Determination in accordance with Rule 10.

<p style="text-align: center;">DETERMINATIONS OF ELIGIBILITY FOR CASH/MED BENEFITS</p>

Rule 9. *Determinations of Eligibility.* No later than 30 days after the Audit has been completed under Rule 7, the Trust shall determine whether the Claimant is entitled to Cash/Med Benefits based upon the findings of the Auditing Cardiologist in Audit, and the Trust shall issue a Post-Audit Determination.

Rule 10. *Post-Audit Determination.* If the Claimant is entitled to the Cash/Med Benefit, the Post Audit-Determination shall inform the Claimant of the specific benefit that he/she qualified for under Section IV.A.1.c or IV.A.2.c of the Settlement Agreement. If the Claimant is not entitled to Cash/Med Benefits, the Post-Audit Determination shall inform the Claimant of: (a) the results of the Audit and the Auditing Cardiologist's explanation; and (b) the Claimant's right to accept or dispute the Trust's Post-Audit Determination in Rule 11(b). The

Trust shall issue a Post-Audit Determination no later than fourteen days after the Trust makes its determination under Rule 9 regarding the Cash/Med Services Benefit, if any, for which the Claimant is eligible.

Rule 11. *Procedures After a Post-Audit Determination.*

(a) Claimant Acceptance. The Claimant shall be deemed to have accepted the Trust's Post-Audit Determination by: (i) affirmative written communication to the Trust; or (ii) failure to deliver to the Trust a written Notice of Dispute of the Post-Audit Determination postmarked no later than 30 days after the date of the Post-Audit Determination.

(b) Notice of Dispute. To dispute the Post-Audit Determination, the Claimant shall send a written communication to the Trust postmarked no later than 30 days after the date of the Post-Audit Determination, stating that the Claimant disputes the Post-Audit Determination, after which the Claim shall proceed through the Fund A Show Cause process under these Rules. The Fund A Show Cause process shall be limited to any findings concerning the answers to Questions 6.a and 6.b of the Claimant's Gray Form and the Trust's Post-Audit Determination.

(c) Denied Claims Prior to Implementation of these Rules. For any Claim that was denied Cash/Med Benefits as the result of a Fund A Audit, prior to the date on which these Rules are approved by the Court, the Claimant shall be entitled to file a Notice of Dispute within 45 days of such date and to proceed to Show Cause pursuant to Rules 12 through 29.

SHOW CAUSE PROCESS

Rule 12. *Preparation of Show Cause Application.* No later than 14 days after the Trust's receipt of a Notice of Dispute, the Trust shall prepare and file with the Court an Application for issuance of an order to show cause 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.

Rule 13. Contents of the Show Cause Application. An Application shall include the following:

- (a) identity of the Claimant and his/her Claim number;
- (b) a statement that the Trust has determined that, as a result of an Audit, the Claim was denied, including a brief statement of the findings on the Claim and the grounds for the Trust's Post-Audit Determination;
- (c) 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:
 - (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 Show Cause Order;
 - (3) an Order directing such other additional Audits as may be appropriate in light of the Court's findings;
 - (4) an Order disallowing all Designated Cash/Med Benefit Claims submitted by a particular law firm, attested to by a particular physician, or obtained by a particular Echocardiogram Provider, in accordance with the terms of Rule 4 of these Rules;
 - (5) an Order imposing penalties including the payment of the Trust's costs and attorneys' fees to the extent permitted by law;
 - (6) 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
 - (7) notice to the Claimant that failure to respond or comply with these Rules could result in an Order granting the relief requested by the Trust.

Rule 14. *Issuance of Order to Show Cause.* After receipt of the Trust's Application, the Court shall issue an Order to Show Cause directing the Claimant to show cause why the relief requested by the Trust should not be granted and referring the Application to the Special Master for further proceedings.

Rule 15. *Documentation in Support of Trust's Application for Show Cause.* The Trust shall serve upon the Special Master its Supporting Documentation to support the Application, postmarked or hand-delivered no later than fourteen days after the date of the Order to Show Cause. The Trust's Supporting Documentation shall include: (a) the Attestation Form; (b) the Auditing Cardiologist Worksheet(s); (c) the Post-Audit Determination; and (d) the Fund A Audit File.

Rule 16. *Burden of Proof in Show Cause.* Where the Trust's Post-Audit Determination was based, in whole or in part, on the ground that no reasonable medical basis exists for the answers to Questions 6.a and 6.b of the Claimant's Gray Form, the Claimant shall have the burden of proving that there was a reasonable medical basis for the answer(s) of the Attesting Physician. Where the Trust's Post-Audit Determination was 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.

Rule 17. *Claimant's Response in Show Cause.* 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 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 Rules.

Rule 18. ***Content of the Claimant's Response in Show Cause.*** The Claimant's Response shall be limited to the findings concerning the answers to Questions 6.a and 6.b of the Claimant's Gray Form. The Special Master shall serve a copy of the Claimant's Response, if any, on the Trust. If the Claimant desires to participate in Mediation pursuant to Rule 19, the Claimant must express a clear intent to participate in Mediation in the Response.

Rule 19. ***Participation in Mediation.*** Any Claim in the show cause process may participate in non-binding, voluntary Mediation authorized by PTO No. 3881 and any subsequent Court-Approved Procedure or Pretrial Order approved by the Court governing the Mediation program. A Claim is eligible for Mediation only if the Claimant clearly requests Mediation in his/her Response to the Trust's Supporting Documentation in Rule 18. Participation in Mediation shall stay the show cause process for that Claim unless and until the parties inform the Special Master that the Claim has been resolved or that the Mediation was unsuccessful.

Rule 20. ***No Further Filings Permitted in Show Cause.*** The Special Master Record shall be closed no later than 14 days after:

- (1) the Special Master's receipt of the Claimant's indication that no Claimant Response will be filed; or
- (2) the expiration of the time for the Claimant to file a Response.

Rule 21. ***Appointment and Assignment of Claim in Show Cause to Technical Advisor.*** The Court shall appoint one or more qualified persons to serve as a Technical Advisor(s). Technical Advisors approved by the Court in PTO No. 3327 or any subsequent PTO approving Technical Advisors to review Show Cause applications pursuant to PTO No. 2807

and/or PTO No. 3327 may serve as Technical Advisors under these Rules. After the Special Master Record is closed, the Special Master shall 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.

Rule 22. *Costs of 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:

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

(b) 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

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

Rule 23. *Qualifications of Technical Advisor.* Each Technical Advisor shall be a Board-Certified Cardiologist or Board-Certified Cardiothoracic Surgeon who has Level 2 training or greater in Echocardiography. 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, Auditing Cardiologist, or would be disqualified from serving as a Trustee under the provisions of Section VI.A.4.b of the Settlement Agreement.

Rule 24. Duties of the Technical Advisor.

(a) The Technical Advisor shall review the Special Master Record, including a copy of any Echocardiogram. Following that review, the Technical Advisor shall issue a written 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 Questions 6.a and 6.b of the Claimant's Gray Form; and/or
- (2) material representations of fact made in connection with the Claim are true.

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

Rule 25. Close of Show Cause Record and Referral to Court for Determination.

The Show Cause Record, which shall include all documentation provided in the Show Cause process, shall be closed by the Special Master upon the receipt of the Technical Advisor's Report. 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.

Rule 26. Discretion to Consolidate Show Cause Proceedings. The Court and/or the Special Master has the discretion to consolidate Show Cause Proceedings, either *sua sponte* or on application, pursuant to the standards applicable to consolidation under Federal Rule of Civil Procedure 42.

Rule 27. Show Cause Hearings. An Application will be decided without a hearing unless the Court orders otherwise. The Court may order a hearing upon a showing of special circumstances or under Rule 26 for consolidated proceedings. A hearing, if permitted, may be in person, by video or by telephone conference.

Rule 28. *Relief in Show Cause.*

(a) If the Court determines that there was no reasonable medical basis to support the Attesting Physician's answers to Questions 6.a and 6.b of the Claimant's Gray Form, 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 Show Cause Order;
- (3) an Order directing such other additional Audits as may be appropriate in light of the Court's findings;
- (4) an Order disallowing all Designated Cash/Med Benefit Claims submitted by a particular law firm, attested to by a particular physician, or obtained by a particular Echocardiogram Provider, in accordance with the terms of Rule 4 of these Rules;
- (5) an Order imposing penalties including the payment of the Trust's costs and attorneys' fees to the extent permitted by law;
- (6) 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
- (7) notice to the Claimant that failure to respond or comply with these Rules could result in an Order granting the relief requested by the Trust.

(b) If the Court determines that there was a reasonable medical basis to support the Attesting Physician's answers to Questions 6.a and 6.b of the Claimant's Gray Form, 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.

MISCELLANEOUS PROVISIONS

Rule 29. ***Special Master's Costs.*** The costs and fees of the Special Master in connection with these Rules shall be paid by the Trust, unless otherwise ordered by the Court.

Rule 30. ***Withdrawals and Closure of Claims.*** Any (i) withdrawal of a Claim by the Claimant after a Post-Audit Determination or during any phase of the Show Cause process, or (ii) final decision by the Court on a Claim in Audit, shall close that Claim, with prejudice, as to any condition that has been claimed or could have been claimed as of the date of the Attesting Physician's signature on the Gray Form and/or Part II of the Green Form through which the Class Member seeks the Cash/Med Benefit or, where the date of the Attesting Physician's signature is not present, the date such Gray Form was received by the Trust.

Rule 31. ***No Discovery.*** Neither the Trust nor the Claimant shall be permitted to conduct any discovery relating to an Application.

Rule 32. ***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.

Rule 33. ***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. 2683, 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.

Rule 34. *Interpretation of Rules.* These Rules shall be interpreted in accordance with the terms of the Settlement Agreement. If a dispute arises regarding the application of the Rules, the Trust or the Claimant may petition the Special Master for an interpretation of the Rules. The Special Master shall decide all disputes regarding the application of the Rules, subject to Court review. The Special Master may implement any procedural requirements necessary to implement these Rules efficiently.

Rule 35. *Confidentiality.* The disclosure of information obtained in Audit is governed by these Rules, the terms of the Settlement Agreement and any other Order governing confidentiality that has or may be entered by the Court.

Rule 36. *Computation of Time.* In computing a period of time prescribed or allowed by these Rules, 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 days. The Special Master, upon good cause shown, may extend any deadline prescribed in these Rules.

Rule 37. *Alternative Remedies.* Nothing in these Rules shall preclude the Parties or the Trust from seeking different or additional Audits, re-reading of echocardiograms, claims administration procedures, or other relief from the Court as to particular claims or groups of claims, if it is determined that there was not a reasonable medical basis for a significant

percentage of Designated Cash/Med Claims submitted by a given law firm, attested to by a given physician, and/or obtained by a particular Echocardiogram Provider, or on any other grounds the Court may find appropriate.