

**SUMMARY OF THE TERMS OF THE ELEVENTH AMENDMENT
ON PROGRAM IMPLEMENTATION**

	SUBJECT	TERMS	SECTION
1.	Definition of Eleventh Amendment Class Members	All Diet Drug Recipients (“DDRs” or the Representative Claimants of DDRs) who: (a) are not Category One Class Members or Category Two Class Members under the Seventh Amendment to the Settlement Agreement; and (b) on or before the Effective Date, had been paid Matrix Compensation Benefits by the Trust on any Matrix Level other than Matrix Level V.	§I.B.15
2.	Continuation of Matrix Benefits Eligibility and Payment Provisions	No modification of any Matrix Compensation Benefits payable to eligible Eleventh Amendment Class Members under the Settlement Agreement and previous rulings of the Court.	§II.A
3.	Claim Administrator	Replacement of the Trust and Trustee with one Claim Administrator, BrownGreer PLC (the “CA”): (a) The CA serves by Court appointment and under the terms of a contract with both Class Counsel and Wyeth. (b) Fees and expenses will be closely controlled and monitored through an annual budget process. (c) Detailed reports to the Parties and the Court at least every six months on all implementation costs.	§II.B (a) §II.D.2 (b) §II.D.3 (c) §II.S.2
4.	Settlement Fund	Description of the Settlement Fund: (d) No required Administrative Reserve or other minimum balance in the Settlement Fund, other than any minimum required by the Fund Depository to maintain an open account. (e) All amounts may be used to Incremental Matrix Compensation Benefits, Implementation Costs, and any other Settlement Program obligation and expense, including payments made pursuant to a Court-Approved program to settle potential claims of Eleventh Amendment Class Members. (f) If amounts in Settlement Fund are insufficient to pay its obligations, the CA will notify Wyeth on a monthly basis of the deposit required to pay such obligations and expenses and Wyeth will deposit the required funds within 15 days. (g) Wyeth may elect at any time to discontinue the treatment of the Settlement Fund as a QSF and instead have payment of all obligations and expenses made directly by Wyeth.	§II.C.3
5.	Claim Submission Deadline	Incorporation into the Settlement Agreement of the four-year claim submission deadline set out in Court Approved Procedure No. 16 (approved by PTO No. 8559 and the Court of Appeals).	§II.E

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6.	Proof and Duration of Diet Drug Use	Settlement Agreement Section VI.C.2.d governs documentary proof of duration of Diet Drug use for the DDR who is the subject of a Claim.	§II.F
7.	Complete Claim Requirements	Requirements for a Complete Claim under the Settlement Agreement and Court Approved Procedure No. 4 (approved by PTO No. 2805): (a) Green Form Parts I, II and, if represented by counsel, Part III; (b) Echocardiogram to support the qualifying Progression Matrix Level Condition, if not previously submitted in readable form, and the written report; (c) Medical records to support the qualifying Progression Matrix Level Condition; (d) General medical records and medical history for Claims on Matrix A; and (e) Information on subrogation claims or liens, and if represented by counsel, documents regarding the fee agreement and costs incurred.	§II.F
8.	Threshold Eligibility Requirements	Requirements for the CA to process a Claim to determine whether it qualifies for payment of Incremental Compensation Benefits: (a) Claimant is an eligible Eleventh Amendment Class Member; (b) Claim was timely submitted; (c) Claim states a qualifying Progression Matrix Level Condition; (d) Claimant was diagnosed before reaching age 80; (e) Claim is not a duplicate of a previously paid or denied Claim; and (f) Claim is a Complete Claim.	§II.H.1
9.	Threshold Eligibility Review – Notice of Additional Information or Documents Needed	The CA has 10 days after submission of any elements of a Claim to: (a) review the Claim to assess completeness and whether the Threshold Eligibility Requirements have been satisfied; and (b) provide the Claimant with notice of any deficiency and afford the claimant a reasonable time (no fewer than 30 days) to explain any questions regarding Threshold Eligibility and submit any missing information or documents required to make the Claim a Complete Claim.	§II.H.2

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10.	Threshold Eligibility Review – Outcome	<p>After a Claimant completes the Threshold Eligibility Requirements (§II.H.1), the CA will:</p> <p>(a) Determine whether the Threshold Eligibility Requirements have been satisfied within 10 days; and</p> <p>(b) Move the Claim to Medical Review or notify the Claimant of a denial of the Claim on any Threshold Eligibility ground(s) no later than 15 days after the completion of its completeness assessment (§II.H.2).</p>	§II.H.3
11.	Reconsideration of Denial Based on Failure to Meet Threshold Eligibility Requirements	<p>If a Claimant timely requests Reconsideration of a denial based on failure to meet Threshold Eligibility Requirements and provides information and/or documents for the CA to consider, within 10 days after the request, the CA will re-review the Claim, determine whether the Claimant has satisfied the Threshold Eligibility Requirements and either move the Claim to Medical Review or notify the Claimant of a final denial.</p>	§II.H.4
12.	CA Matrix Eligibility Determination	<p>(a) Within 10 days after a determination that a claim meets the Threshold Eligibility Requirements, the CA may determine without CEP Review whether there is a reasonable medical basis for the Green Form Part II answers and whether the Claim is eligible for Incremental Matrix Compensation Benefits.</p> <p>(b) If the CA makes such a determination, it will notify the Claimant that the Claim is payable and the amount of Incremental Matrix Compensation Benefits payable on the Claim.</p>	§II.I.1
13.	CEP Medical Review	<p>The three expert cardiologists on the CEP will perform a medical review when needed on a Claim:</p> <p>(a) The CA will present a Claim not found payable (§II.I.1) to the CEP for review within 10 days after a determination that a Claim establishes the Threshold Eligibility Requirements.</p> <p>(b) Within five days after a determination by the CEP, the CA will notify the Claimant of that determination and the amount, if any, of Incremental Matrix Compensation Benefits payable on the Claim.</p>	§II.I.2

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14.	Appeal to Court	<p>Replacement of the arbitration and show cause stages with an appeal to the Court if a Claimant objects to the outcome on a Claim:</p> <p>(a) Any Claimant who, after seeking Reconsideration on a Claim outcome, receives a Claim denial notice may, within 60 days, file an Appeal to the Court seeking review of the Claim outcome.</p> <p>(b) The record before the Court on an Appeal will be limited to the record before the CA (and the CEP, as applicable) at the time of the outcome subject to the Appeal, unless the Court directs submission of addition information or materials.</p> <p>(c) If requested by the Court, the CA may provide information regarding the processing of a Claim and the outcome being reviewed, Class Counsel and Wyeth each may file a response to the Appeal, and a Technical Advisor (“TA”) may assist the Court on any medical issues presented.</p>	§II.J, §II.N
15.	Technical Advisor Fee and Review	<p>(a) If a TA is requested, the Claimant must timely advance to the CA the TA Fee or the Appeal will be dismissed.</p> <p>(b) A Claimant may request that the Court waive the TA fee due to true financial hardship; any request must include relevant supporting financial documentation.</p> <p>(c) The TA will review the Appeal record and prepare a report to the Court.</p>	§II.J.3
16	Standard of Review on Appeal	<p>(a) On appeal, the Claimant has the burden of proving that any material factual or medical determination by the CA or CEP was clearly erroneous.</p> <p>(b) The Court will review <i>de novo</i> any questions of law, including those regrading Settlement Agreement interpretation issues.</p>	§II.J.4
17.	Claim Found Payable on Appeal	<p>If the Court rules on an Appeal that the Claim is payable in an amount greater than found by the CA on the Claim, the CA will pay the Claimant Incremental Matrix Compensation Benefits in accordance with the Court’s determination and the amount of any TA Fee paid by the Claimant in connection with the Appeal.</p>	§II.J.5
18.	Derivative Claimants – Notice of Outcome	<p>A notice from the CA to a Claimant regarding payable Incremental Matrix Compensation Benefits will:</p> <p>(a) Include information on any benefits payable to Derivative Claimants, if applicable, as determined by the CA under the Settlement Agreement.</p> <p>(b) Afford the Derivative Claimant a reasonable time (no fewer than 20 days) to have the CA reconsider the Derivative Claimant determinations and provide any information or documents for the CA’s consideration.</p>	§II.K.1

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19.	Derivative Claimants – Reconsideration	If a Derivative Claimant timely requests Reconsideration, within 10 days after the request, the CA will re-review the claim, determine the appropriate result under the terms of the SA and notify the Derivative claimant of that determination.	§II.K.2
20.	Processing of Healthcare Liens	<p>(a) The CA will conduct an MMSEA Query as to the DDR subject to a Claim eligible for payment of Incremental Matrix Compensation Benefits.</p> <p>(b) For Medicare-Entitled DDRs, the CA will coordinate with the claimant to resolve any Medicare claim concerning the Incremental Matrix Compensation Benefits payment and may employ outside consultants to assist in that resolution process.</p>	§II.L
21.	Liens and other Matters Affecting the Payment of Benefits – Notice of Outcome	<p>A notice from the CA to a claimant regarding payable Incremental Matrix Compensation Benefits will:</p> <p>(a) Include information on the amounts necessary to satisfy any Healthcare Lien, non-Healthcare Lien, any Derivative Claimant’s entitlement, and (after the claimant has submitted the information and materials necessary to make the determination) any fees or costs allocated to the Claimant’s individual counsel out of the Incremental Matrix Compensation Benefits payment; and</p> <p>(b) Afford the Claimant and other subject to the determination in the notice a reasonable time (no fewer than 20 days) to have the CA reconsider the determinations and provide any information or documents for the CA to consider.</p> <p>Such notice will also be provided to any Lien claimant (other than as to Medicare claims or any other federal or state agency with a Healthcare Lien resolved by the CA with that agency) or counsel affected by the notice.</p>	§II.M.1-2
22.	Liens and other Matters Affecting the Payment of Benefits – Reconsideration	If there is a timely request for Reconsideration, within 10 days after the request, the CA will re-review the issue, determine the appropriate result under the terms of the Settlement Agreement and notify the requesting party of that determination.	§II.M.2
23.	Claim Process Modernization	The CA may modernize the manner in which claims are submitted and reviewed, to bring best practices to bear in this Program.	§II.O
24.	MAFSA	The Maximum Available Fund B Amount or “MAFBA” is renamed to the Maximum Available Settlement Fund Amount or “MAFSA.” Each deposit by Wyeth into the Settlement Fund will reduce MASFA, just as such deposits reduced MAFBA.	§II.Q

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25.	Consolidation of Settlement Agreement Requirements and Procedures	Consolidation in one governing Amendment the requirements from the Settlement Agreement and prior rulings for a payable claim for progression or “Incremental” Matrix Compensation Benefits.	§II.R
26.	Class Counsel Assistance	Class Counsel are available to assist unrepresented Class Members and the CA when needed.	§II.S.3