

NFL

CONCUSSION SETTLEMENT

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION
No. 2:12-md-02323 (E.D. Pa.)

RULES GOVERNING THE AUDIT OF CLAIMS

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RULES GOVERNING THE AUDIT OF CLAIMS

TITLE I: GENERAL

Rule 1. The Purpose of These Rules. These Rules govern the Audit by the Claims Administrator of Claims for Monetary Awards and Derivative Claimant Awards in the Settlement Program established under the Settlement Agreement and disposition of potentially fraudulent Claims referred to the Special Master after completion of an Audit.

Rule 2. Adoption of These Rules. The Special Masters have adopted these Rules in the exercise of their duties pursuant to their appointment by the Court in its July 13, 2016 Order (Document 6871). The Special Masters may amend these Rules at any time *sua sponte* or after request by Class Counsel, the NFL Parties or the Claims Administrator and such input from Class Counsel, the NFL Parties and the Claims Administrator as the Special Masters deem appropriate. While neither Class Counsel nor the NFL Parties may direct the Claims Administrator to place a Claim in Audit, nothing in these Rules is intended to or will affect the rights of Class Counsel or Counsel for the NFL Parties to conduct independent audits pursuant to Section 10.3(a) of the Settlement Agreement.

Rule 3. Definitions Used in These Rules. All capitalized terms used in these Rules will have the meanings given to them in the Settlement Agreement. In addition:

- (a) “Audit” means the processes of the Claims Administrator for the review of potentially fraudulent Claims described in Title II of these Rules.
- (b) “Audit Proceeding” means a proceeding under these Rules regarding an Audit Report.
- (c) “Audit Report” means the written report of the Claims Administrator required under Rule 15 of its findings in a completed Audit and the evidence developed in the Audit.
- (d) “Claim” means any Claim Package (or portion of a Claim Package) submitted or that may be submitted to the Claims Administrator seeking or relating to a Monetary Award or Supplemental Monetary Award, or a Derivative Claim Package (or any portion of a Derivative Claim Package) submitted or that may be submitted to the Claims Administrator seeking a Derivative Claimant Award.
- (e) “Claims Information” means the confidential information about Claims as defined in the Court’s March 22, 2017 Confidentiality Order (Document 7234).
- (f) “Party to the Audit Proceeding” and “Parties to the Audit Proceeding” mean any one of or all of Class Counsel, the NFL Parties, any Settlement Class Member(s) with a Claim identified in and/or related to the Audit Report and any Subject of Investigation.
- (g) “Portal” means the online system created by the Claims Administrator for the exchange of materials and information between Settlement Class Members and the

Claims Administrator, or among Class Counsel, the NFL Parties and the Claims Administrator, in the Settlement Program.

- (h) “Record of the Audit Proceeding” means what may be considered by the Special Master in the review of an Audit Report, as described in Rule 25.
- (i) “Settlement Agreement” means the Amended Class Action Settlement Agreement dated as of June 25, 2014, as amended on February 13, 2015 (the “Settlement Agreement”) and approved in the Court’s May 8, 2015 Amended Final Approval Order and Judgment (Document 6534).
- (j) “Settlement Program” means the program for benefits for Settlement Class Members established under the Settlement Agreement.
- (k) “Special Master” and “Special Masters” mean any one or both of the two Special Masters appointed by the Court in its July 13, 2016 Order (Document 6871) or appointed in any subsequent Order of the Court.
- (l) “Special Master Portal” means the online system created by the Claims Administrator for the exchange of materials and information between a Special Master and the Claims Administrator relating to the Settlement Program.
- (m) “Subject of Investigation” means a lawyer, law firm, claims service provider, third party funder, or other person or entity that is the focus of an Audit, other than a Settlement Class Member or the healthcare providers involved in a Claim.

Rule 4. How Things are Submitted and Served Under These Rules.

- (a) General Rule: All submissions, notices and decisions under these Rules will be made and served or provided through a Portal or, for anyone not using a Portal, through hard copy by mail or delivery. If a party is represented by a lawyer, service will be made on that lawyer only.
- (b) Party Using a Portal: When submitting any item under these Rules, anyone who uses a Portal will upload the item to the Portal, which will cause it to be served on all other Parties to the Audit Proceeding who use a Portal, and the uploader will mail or deliver the item to any other Party to the Audit Proceeding who does not use a Portal. At the beginning of each Audit Proceeding, the Claims Administrator will identify to the Parties to the Audit Proceeding involved anyone who does not use a Portal. Notwithstanding the foregoing, to preserve the confidentiality of Claims Information, in any Audit Proceeding involving multiple Settlement Class Members, the submissions of one Settlement Class Member or group of Settlement Class Members will not be served by portal or by mail on the other Settlement Class Members in the Audit Proceeding.
- (c) Party Not Using a Portal: When submitting any item under these Rules, anyone who does not use a Portal will mail or deliver the item to the Claims Administrator, which

will upload the item to the Portal, and the party will mail or deliver the item to any other Party to the Audit Proceeding who does not use a Portal. To safeguard their confidentiality, materials may not be submitted by email in an Audit Proceeding.

- (d) **Special Masters:** The Special Masters will access all Audit Reports and enter orders and decisions on them using the Special Master Portal. No party may send any material directly to a Special Master. Instead, all materials must be submitted to the Claims Administrator.
- (e) **No Filings on the Court's Docket:** The Court will access all Objections to Special Master Decision and enter rulings on them using the Court Portal. Proceedings under these Rules will not be filed on the Court's docket. No submissions under these Rules may be filed on the Court's docket.
- (f) **References in these Rules to a page limit on a submission mean double-spaced pages without counting exhibits.** Single-spaced submissions cannot exceed one half the number of permitted double-spaced pages. While handwritten submissions are discouraged, the page limit means that number of handwritten pages.

Rule 5. How to Count Time Periods and the Date Something is Submitted and Extensions of Time.

- (a) **How to Count Time Periods:** Any time period set by these Rules will be computed as follows, which is based on Rule 6 of the Federal Rules of Civil Procedure:
 - (1) Do not count the day that starts the running of any period of time. The first day of the period is the day after this trigger day.
 - (2) Count every day, including Saturdays, Sundays and legal holidays.
 - (3) Count the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.
 - (4) Legal holidays are New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day, and any other day declared a holiday by the President of the United States or the United States Congress.
 - (5) An additional three days will be added to any time period specified by these Rules for an action or submission where the acting or responding party was served by mail with the Notice or submission requiring action or response rather than by service on a Portal or delivery.
- (b) **How to Mark the Date Something is Submitted:** A document or any material submitted or served under these Rules will be considered submitted on these dates:
 - (1) **Online:** The date uploaded as of the local time of the sender.

- (2) By Mail: The postmark date showing the date it was mailed. If there is no postmark date on the item or the date printed is illegible, the date of receipt by the party to whom it was mailed controls.
 - (3) Overnight Delivery: The date the sender placed the item in the hands of the overnight carrier.
 - (4) Hand Delivery by Courier: The date the item is received by the party to whom it is delivered.
- (c) Extensions of Time: Any deadline imposed by these Rules may be extended (1) by the Special Master in his or her discretion or (2) by the agreement of the Parties to the Audit Proceeding, if approved by the Special Master. Any party seeking an extension of time from the Special Master must:
- (1) Notify the other Parties to the Audit Proceeding of the extension requested and determine if they consent or object to the request;
 - (2) Make the request to the Claims Administrator, stating: (a) the deadline for which an extension is requested; (b) the duration of the extension requested; (c) the deadline date before any extension and the extended deadline date requested; (d) that the requesting party has conferred with the other Parties to the Audit Proceeding and whether they consent or object to the request; and (e) the grounds for the request.

If an extension is granted, further extensions to the same party for the same deadline and/or on the same issue are not likely to be granted. The fact that another party has been granted an extension is not alone sufficient grounds for an extension for other parties.

TITLE II: PROCEEDINGS BY THE CLAIMS ADMINISTRATOR

Rule 6. Claims Administrator's Audit Procedures. With the approval of Class Counsel, Counsel for the NFL Parties and the Special Masters, pursuant to Settlement Agreement Section 10.3(b) and Section 10.4, the Claims Administrator has established and implemented the Audit procedures to detect and prevent fraudulent submissions to and payments of fraudulent Claims from the Monetary Award Fund.

Rule 7. Audit of Claims by the Claim Administrator. The Claims Administrator conducts Audits as a result of the following:

- (a) Random and Mandatory Audit Process: An Audit by the Claims Administrator of a Claim pursuant to Section 10.3(c) of the Settlement Agreement (10% of qualifying Claims monthly) or Section 10.3(d) of the Settlement Agreement (mandatory audit in three Claim scenarios).
- (b) Specific Claims or Groups of Claims: An Audit by the Claims Administrator of a Claim or a group of Claims under Sections 8.6(b), 10.3(b) or 10.4 of the Settlement Agreement based on the Claims Administrator's own detection processes or from

information received from Class Counsel, Counsel for the NFL Parties or any third-party regarding fraud, misrepresentations, omissions, or concealment of material facts relating to Claims by a Settlement Class Member, the physician providing the Qualifying Diagnosis or other healthcare provider, a lawyer, law firm or anyone acting on behalf of the Settlement Class Member, or any other party.

- (c) Information from Class Counsel or the NFL Parties: Class Counsel and the NFL Parties may provide the Claims Administrator at any time any information and materials either believes may affect the integrity of submitted or potential Claims in the Settlement Program for the Claims Administrator to consider in its discretion. The Claims Administrator may use such information in its discretion and will determine the extent to which and time such information will be disclosed to any Settlement Class Member(s) affected by the information and to Class Counsel and the NFL Parties, if not previously provided to them.

Rule 8. The Effect of an Audit on Claims Processing Deadlines. The claims processing deadlines in the Settlement Agreement are suspended, at the time the Claims Administrator places a Claim in Audit, wherever the Claim is at the time in the review, appeal or payment process. The Claims Administrator may place a Claim in Audit at any time, regardless of its processing or payment status, even if previously found payable or paid. A Claim in Audit cannot be paid until the Audit is concluded without an adverse finding as to the Claim.

Rule 9. Notice of Audit. If the Claims Administrator places a Claim in Audit, it will so notify Class Counsel and the NFL Parties and the Settlement Class Member with the Claim. Such notice will direct the Settlement Class Member to preserve any and all documents relevant to the Claim. The Claims Administrator also may provide notice to the Settlement Class Member's attorney, diagnosing physician or other healthcare provider or party involved in the Claim requiring preservation of such documents.

Rule 10. Required Information and Records. The Claims Administrator may require a Settlement Class Member, within 90 days or such other time as necessary and reasonable under the circumstances, to submit to the Claims Administrator such records and information as may be necessary and appropriate to audit the Claim of the Settlement Class Member, including the records and information described in Sections 10.3(e) and 10.3(f) of the Settlement Agreement. The Claims Administrator also may require persons and entities other than the Settlement Class Member to submit such records and information within 90 days or such other time as necessary and reasonable under the circumstances. Any request by the Claims Administrator for records or information in connection with an Audit will have the force and effect of a subpoena under Fed. R. Civ. P. 45 and may be served by any means that will cause the recipient to receive it. The Claims Administrator has the authority to take testimony, issue follow-up requests for information and records, and/or obtain additional materials and information pursuant to Fed. R. Civ. P. 45 as it deems reasonably necessary to complete the Audit.

Rule 11. Denial of Claim for Refusal to Cooperate with an Audit. Pursuant to Section 10.3(b)(ii) of the Settlement Agreement, the Claims Administrator may deny, without right to appeal, the Claim of a Settlement Class Member who refuses to cooperate with an audit, including by unreasonably failing or refusing to obtain and provide the Claims Administrator

with all the records and information sought within the time frame specified. Settlement Class Members are considered responsible for obtaining or having sent to the Claims Administrator records and information requested by the Claims Administrator from any healthcare provider or other person whose information the Settlement Class Member submitted in a Claim Package.

Rule 12. Standard of Proof Applied by the Claims Administrator.

- (a) Standard of Proof: If the Claims Administrator determines there is a reasonable basis to support a finding that there has been a misrepresentation, omission or concealment of a material fact made in connection with a Claim by the Settlement Class Member, the Claims Administrator will report the Claim to the Parties and then refer it to the Special Masters as permitted by these Rules. This standard applies to all Audits by the Claims Administrator, including those under Section 10.3(j) of the Settlement Agreement concerning possible fraud in connection with a Claim.
- (b) Fraudulent Intent Not Required: This standard of proof does not require the Claims Administrator to determine whether the misrepresentation, omission or concealment was intentional.
- (c) Materiality: A fact is material if it did affect or has any potential to affect whether the Settlement Class Member qualifies for a Monetary Award, Supplemental Monetary Award or Derivative Claimant Award and/or the amount of such award in favor of the Settlement Class Member under the provisions of the Settlement Agreement.

Rule 13. Withdrawal of Claim in Audit. The Claims Administrator has discretion to allow a Settlement Class Member to withdraw a Claim at any time after Notice of Audit under Rule 9. The Claims Administrator, however, also has the discretion to continue the Audit of a Claim after withdrawal if necessary under the circumstances to prevent practices or sources of misrepresented or fraudulent Claims. Unless the Settlement Class Member has been disqualified from participation in the Settlement Program under Section 10.3(i) of the Settlement Agreement or Rule 31 or the Special Master orders otherwise, the Settlement Class Member may submit a new Claim based on a Qualifying Diagnosis from the Baseline Assessment Program or a Qualified MAF Physician. The Claims Administrator will process the new Claim under the Settlement Agreement, including its Audit provisions.

Rule 14. Completion of an Audit Without Report to Class Counsel and the NFL Parties. If the Claims Administrator determines in an Audit there is no reasonable basis to support a finding that there has been a misrepresentation, omission, or concealment of a material fact made in connection with a Claim, the Claim will be removed from Audit and the process of issuing a Monetary Award or Derivative Claimant Award, subject to appeal, will proceed from the point at which the processing of the Claim was suspended for the Audit. The Claims Administrator will notify the Settlement Class Member of the removal of the Claim from Audit. The Claims Administrator has discretion to modify processing deadlines applicable to a Claim removed from Audit as reasonably necessary under the circumstances to prevent undue hardship to a Settlement Class Member or a Party from the resumption of a time period.

TITLE III: PROCEEDINGS BY CLASS COUNSEL AND THE NFL PARTIES

Rule 15. Report of Adverse Finding in Audit. If the Claims Administrator determines upon completion of an Audit there is a reasonable basis to support a finding that there has been a misrepresentation, omission or concealment of a material fact made in connection with a Claim, the Claims Administrator will furnish its Audit Report to Class Counsel and the NFL Parties and recommend that the Claim(s) be referred to the Special Masters. An Audit Report may concern one Claim or a group of Claims with a shared source or other common characteristics.

Rule 16. Actions After an Audit Report.

- (a) Referral to the Special Masters: Within 15 days after the date of the Claims Administrator's Audit Report under Rule 15, Class Counsel and the NFL Parties will notify the Claims Administrator whether they agree with the Claims Administrator's recommendation to refer the Audit Report to the Special Masters. Failure to respond within 15 days will be considered to be agreement to referral. If either or both of Class Counsel and the NFL Parties agree to referral, the Claims Administrator will refer the Audit Report to the Special Masters and so notify Class Counsel and the NFL Parties.
- (b) No Referral to the Special Masters: If both Class Counsel and the NFL Parties timely notify the Claims Administrator they do not agree to referral of the Audit Report to the Special Masters, the Claims Administrator will remove the affected Claim(s) from Audit and resume their processing.

Rule 17. Statements of Position by Class Counsel and the NFL Parties to the Special Masters. Within 20 days after the date of the Claims Administrator's referral of the Audit Report to the Special Masters, Class Counsel and the NFL Parties may submit to the Special Masters a statement of position and recommendations of up to 10 pages, which may include, without limitation, the recommendation that the Special Masters direct additional investigation or order further relief. Such submissions may include supporting exhibits and are subject to the confidentiality terms afforded to Claims Information. A decision by Class Counsel or the NFL Parties not to submit a statement will not be given any effect or weight in any proceeding before the Claims Administrator, Special Masters or the Court concerning the Claim(s) subject to the Audit Report or any other Claim(s).

TITLE IV: PROCEEDINGS BY THE SPECIAL MASTERS

Rule 18. Proceedings After Referral of an Audit Report to the Special Masters. After review of the Audit Report and any statements of position from Class Counsel and the NFL Parties under Rule 17, the Special Master may, in his or her discretion (a) accept the referral for further proceedings under this Title IV; (b) direct that further investigation be conducted by the Claims Administrator before accepting the referral; (c) direct that that the Claims Administrator remove the Claim(s) from Audit and resume their processing; or (d) order such other relief as the Special Master deems appropriate.

Rule 19. Notice to the Settlement Class Member(s) or Subject of Investigation.

Within 10 days after the Special Master's acceptance of the referral of an Audit Report under Rule 18 or as directed by the Special Master, the Claims Administrator will notify each Settlement Class Member with a Claim identified in and/or related to the Audit Report, and/or the Subject of Investigation, of the referral and provide a copy of the Audit Report or a summary of the Audit Report, after any redactions deemed necessary by the Claims Administrator to protect confidential Claims Information, as well as copies of the Rule 17 Statements of Position of Class Counsel and the NFL Parties, if any.

Rule 20. Submission by the Settlement Class Member or Subject of Investigation.

Within 30 days after the date of the notice under Rule 19, the Settlement Class Member(s) with a Claim identified in and/or related to the Audit Proceeding, and/or a Subject of Investigation, may submit to the Claims Administrator a memorandum of up to 25 pages addressing the matters raised in the notice, along with exhibits and any additional evidence the Settlement Class Member(s) and/or Subject of Investigation wishes the Special Master to consider. The Claims Administrator will upload this submission to the Portals of Class Counsel and the NFL Parties.

Rule 21. Reply Memoranda by Class Counsel and the NFL Parties. Within 20 days after the date of a submission by a Settlement Class Member or Subject of Investigation under Rule 20, Class Counsel and the NFL Parties may submit to the Claims Administrator a Reply Memorandum of up to 25 pages. These memoranda may not refer to or introduce any evidence not already in the Record of the Audit Proceeding, unless necessary to respond to any new evidence submitted by the Settlement Class Member(s) and/or Subject of Investigation under Rule 20. The Claims Administrator will serve these memoranda on the Settlement Class Member(s) and/or Subject of Investigation who are Parties to the Audit Proceeding, with redactions deemed necessary by the Claims Administrator to protect any confidential Claims Information regarding a Settlement Class Member other than the recipient of the memoranda. In any Audit Proceeding involving multiple Settlement Class Members with different dates for their Rule 20 submissions, the 20 days for Class Counsel and the NFL Parties to submit their Reply Memorandums will begin to run after the date of the last such submission by any Settlement Class Member.

Rule 22. Additional Material Required by the Special Master. If he or she determines that additional submissions would aid in the consideration of the Audit Report, the Special Master may at any time direct any Party to the Audit Proceeding, the Claims Administrator and any other person or entity whose participation or response is deemed necessary to submit additional memoranda or material. No other memoranda or materials may be submitted in an Audit Proceeding unless permitted by the Special Master.

Rule 23. No Discovery. No requests for production, interrogatories, requests for admission, depositions or other discovery is allowed by or on behalf of any Party to the Audit Proceeding.

Rule 24. Oral Argument. Within his or her sole discretion, the Special Master may require oral argument, or permit such argument if requested by a Party to the Audit Proceeding, in such time and place and in such manner as the Special Master directs. There will be no testimony, cross-examination or other evidentiary hearing on an Audit Proceeding. Any oral

argument may be preserved in an audio recording but will not be transcribed by a court reporter unless directed by the Special Master. No new evidence not in the Record of an Audit Proceeding may be introduced or referred to in any oral argument.

Rule 25. The Record of the Audit Proceeding. The record before the Special Masters in the Audit Proceeding will consist of:

- (a) The Claim Package(s) on the Claim(s) subject to the Audit Report;
- (b) The Audit Report;
- (c) Any summary of the Audit Report prepared by the Claims Administrator;
- (d) The submissions of the Parties to the Audit Proceeding;
- (e) Any evidence submitted by the Parties, Settlement Class Member(s) and/or Subject of Investigation under these Rules;
- (f) Any oral argument directed by the Special Master under Rule 24; and
- (g) Any other exhibits, memoranda and submissions directed or permitted by the Special Master.

Rule 26. Multiple Claims Presenting Common Issues and Preclusive Effect of Decisions. The Special Master has discretion to consolidate for purposes of briefing and/or decision any Audit Proceedings with common issues of law and/or fact, as well as where the Special Master determines that a collective resolution of an issue will best serve the efficient and equitable administration of the Settlement Agreement. In any Audit Proceeding, including any instance in which the Special Master has consolidated matters involving common questions of law and/or fact or issues requiring collective resolution, the Special Master may direct that the findings and rulings on such questions and issues have preclusive effect and may not be re-litigated in any other Audit Proceeding.

Rule 27. Decision by the Special Master. The Special Master will issue to the Claims Administrator a written decision on the Audit Proceeding within 60 days after the later of the date of (a) the Reply Memoranda of the Parties under Rule 21; (b) any additional submissions under Rule 22; or (c) any oral argument under Rule 24, unless the Special Master determines that additional time is required for consideration of the Audit Report.

Rule 28. Standard of Proof Applicable to the Special Master. The Special Master will determine whether the Settlement Class Member(s) subject to the Audit Report (or any other persons or entities whom the Special Master has required to respond under Rule 22) have established that there is no reasonable basis to support a finding that there has been a misrepresentation, omission or concealment of a material fact made in connection with a Claim by the Settlement Class Member. The Special Master also may find such misrepresentation, omission or concealment was intentional if the record contains substantial evidence of such intent.

Rule 29. Remand to the Claims Administrator. If he or she determines it necessary to do so, at any time during the Audit Proceeding the Special Master may remand any Claim in a referred Audit Report to the Claims Administrator for further investigation or processing, as the Special Master deems necessary or appropriate.

Rule 30. Dismissal of Proceeding. If the Special Master decides under Rule 27 in favor of the Settlement Class Member(s) subject to the Audit Report (or other person or entity directed to respond), the Special Master will dismiss the proceeding on such Claim(s) and direct the Claims Administrator to resume processing them.

Rule 31. Relief on Adverse Decision. If the Special Master decides under Rule 27 against the Settlement Class Member(s) subject to the Audit Report (or other person or entity directed to respond) the Special Master may direct such relief as deemed appropriate, including without limitation:

- (a) Denial of the Claim(s) subject to the Audit Proceeding;
- (b) Additional Audits of Claims from the lawyer, law firm, claims service or healthcare provider subject to the Audit Proceeding, including those already paid;
- (c) Referral of the lawyer, law firm, claims service or healthcare provider subject to the Audit Proceeding to the appropriate disciplinary boards;
- (d) Referral to federal authorities;
- (e) Re-examination of a living Retired NFL Football Player by a Qualified BAP Provider (if the Retired NFL Football Player is eligible for the BAP) or by a Qualified MAF Physician, with the cost of such re-examination to be paid as directed by the Special Master and with the date of any Qualifying Diagnosis made in such re-examination determined by the diagnosing physician in his or her medical judgment or as otherwise directed by the Special Master;
- (f) Review by a Qualified MAF Physician of the medical records of a deceased Retired NFL Football Player, with the date of any Qualifying Diagnosis made in such review determined by the Qualified MAF Physician in his or her medical judgment;
- (g) Disqualification of the lawyer, law firm, claims service, healthcare provider or other person or entity, and/or Settlement Class Member(s) subject to the Audit Proceeding from further participation in the Settlement Program;
- (h) If a lawyer, law firm, claims service, healthcare provider or other entity subject to the Audit Proceeding is found to have submitted more than one Claim with a misrepresentation, omission or concealment of a material fact, an order that Claim submissions by that law firm will no longer be accepted, and attorneys' fees paid to them by affected Settlement Class Member(s) will be forfeited and paid to the Settlement Trust for transfer by the Trustee into the Monetary Award Fund or refunded to affected Settlement Class Member(s), as the Special Master deems

appropriate; and

- (i) Such other and further relief as the Special Master may deem appropriate.

Rule 32. Notice of Special Master Decision. Within five days after the date of a decision by the Special Master on a referred Audit Report, the Claims Administrator will serve the decision on the Parties to the Audit Proceeding, subject to any redactions the Claims Administrator deems necessary to protect confidential Claims Information.

Rule 33. Finality of the Decision by the Special Master. The decision of the Special Master on a referred Audit Report is final and binding on the Parties to the Audit Proceeding and the Claims Administrator and is not subject to appeal or review by the Court, except that pursuant to Fed. R. Civ. P. 53(f)(4) and the Court's July 13, 2016 Order appointing the Special Masters, the Court will review *de novo* (that is, anew) any objection to the Special Master's conclusions of law. The Special Master will identify in each decision any issue the Special Master determines to be a conclusion of law to which a Party to the Audit Proceeding may object and have reviewed by the Court.

Rule 34. Objections to a Conclusion of Law in a Decision by the Special Master.

- (a) A Party to the Audit Proceeding wishing to object to a conclusion of law by the Special Master will present such objection in an Objection to Special Master Decision of up to 10 pages submitted to the Claims Administrator on a Portal or in hard copy within 20 days after the date of notice of the Special Master Decision under Rule 32, setting forth the arguments in support of the Objection.
- (b) The other Parties to the Audit Proceeding may respond with up to 10 pages to the Objection to Special Master Decision on a Portal or in hard copy of within 20 days after the date of the Objection, setting out the arguments in response to the Objection.
- (c) Exhibits to these submissions are permitted, but no party may refer to or attach any evidence that was not in the Record of the Audit Proceeding before the Special Master. When submitting an Objection or response to an Objection, the submitting party must mail or deliver the submission to any Party to the Audit Proceeding not using a Portal.
- (d) The Court will review *de novo* (that is, anew) an Objection to Special Master Decision and may affirm, modify or reverse the Special Master's conclusion and order such other and further relief as the Court deems appropriate. The Claims Administrator will serve the Court's decision on the Parties to the Audit Proceeding. The Court's decision on an Objection to Special Master Decision is final and not subject to further review by appeal or otherwise.

Rule 35. Publishing the Decisions by the Special Master and Court. The Special Master and the Court will designate in a decision on an Audit Proceeding whether the decision is to be published or unpublished. The Claims Administrator will post in an aggregated set-identified copies of each published decision on the official website of the Settlement Program

and on the Portal of each Portal user, subject to any redactions the Claims Administrator deems necessary to protect confidential Claims Information. In addition to their preclusive effect under Rule 26, published decisions of the Special Master and the Court will have precedential value in the Settlement Program on the issues and principles determined in the decision, which means they will serve as guidance for the consideration of the same or similar issues and principles in later Audit Proceedings.