

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: DIET DRUGS(PHENTERMINE/
FENFLURAMINE/DEXFENFLURAMINE) PRODUCTS
LIABILITY LITIGATION

MDL NO. 1203

THIS DOCUMENT RELATES TO: SHEILA BROWN, ET
AL. V. AMERICAN HOME PRODUCTS CORPORATION

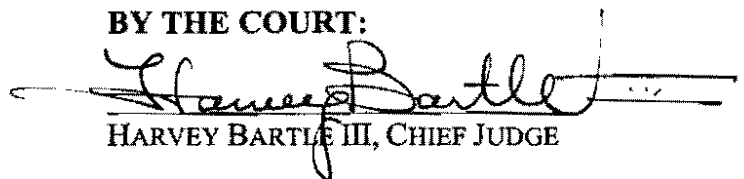
CIVIL ACTION No.
99-20593

PRETRIAL ORDER NO. 8559
(APPROVING CAP REGARDING PAYMENT AND CLAIM FILING DEADLINES)

AND NOW, this 5th day of November, 2010 upon consideration of the
Joint Motion of Wyeth and Class Counsel for Approval of a Procedure Regarding Payment and
Claim-Filing Deadlines and the responses thereto, if any, it is hereby

ORDERED, ADJUDGED AND DECREED that the Procedure attached to this Order is
approved and entered as Court Approved Procedure No. 16.

BY THE COURT:


HARVEY BARTLE III, CHIEF JUDGE

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CIVIL ACTION NO.
99-20593

COURT APPROVED PROCEDURE NO. 16
(PAYMENT AND CLAIM FILING DEADLINES)

AND NOW, in accordance with the Nationwide Class Action Settlement Agreement and the agreement of Class Counsel, Wyeth LLC, the AHP Settlement Trust ("Trust") and the Seventh Amendment Fund Administrator, it is hereby ORDERED as follows:

1. ***Incorporation of Settlement Agreement Definitions.*** Unless otherwise specified in this Procedure, references to a Section refer to Sections of this Procedure. The capitalized terms used in this Procedure shall have the same meaning as those terms have in the Settlement Agreement and/or the Seventh Amendment to the Settlement Agreement.

2. ***Scope of this Procedure.*** This Procedure applies to any payment made by the Trust or by the Fund Administrator by check or other negotiable instrument ("Check") to pay any benefit under the Settlement Agreement to a Class Member or to any party receiving any portion of a Class Member's benefit amount ("Payee"). This Procedure also applies to every Class Member seeking Matrix Compensation Benefits.

3. ***Trust and Fund Administrator Obligations in Regard to Uncashed Checks.*** Where the Trust or the Fund Administrator (each a "Maker") has issued a Check in payment of an underlying obligation to a Payee and that check is not presented for payment within ninety days of the date on which it was issued (each an "Unclaimed Payment") the Maker shall undertake the following steps to secure payment thereof:

a. Attempt to contact the Payee's attorney, if applicable, using the information most recently provided to the Maker. If such information is no longer valid, the Maker shall attempt to contact the attorney based upon information provided by *Martindale Hubbell* and bar association websites. If the Maker cannot locate the Payee's attorney or if the attorney cannot locate their client, the Maker shall attempt to contact the Payee directly as set forth in Paragraphs 3.b, 3.c and 3.d hereof;

b. Attempt to contact the Payee using the telephone number most recently

provided to the Maker. If the Maker is unable to contact the Payee using the telephone number provided by the Payee, the Maker shall re-examine the Payee's file to locate the name of the Payee's spouse, beneficiary, heir, etc. The Maker will also make inquiries utilizing several Internet search services in an effort to obtain current contact information for the Payee;

c. Mail a letter to the Payee at the address most recently provided to the Maker and request the Payee contact the Maker regarding the Unclaimed Payment. If the Payee contacts the Maker regarding the Unclaimed Payment, the Maker shall either encourage the Payee to cash the Unclaimed Payment or void the original check and reissue a new check, as appropriate. If the Maker's letter is returned to the Maker as undeliverable, or if the Payee does not respond to the Maker's letter within 90 days, the Maker shall attempt to confirm the Payee's current address utilizing Internet Search services, a National Credit Bureau and the United States Postal Services National Change of Address Database;

d. If the Maker believes that the Payee is deceased and lacks information regarding the Payee's beneficiaries or legal representative through the process described above, the Maker shall utilize national obituary databases to obtain the names and locations of relatives and/or heirs of the deceased and attempt to locate and contact the legal representative of the deceased; and

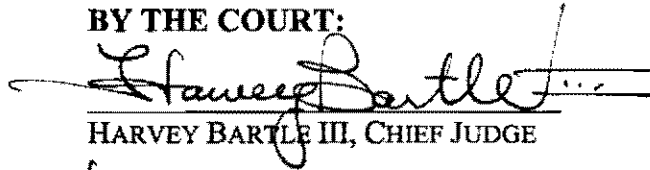
e. Post a listing of the Unclaimed Payments on the Maker's website and update such list on a monthly basis.

4. *Termination of Trust and Fund Administrator Obligations in Relation to Uncashed Checks.* Where the Maker has issued a Check in payment of an underlying obligation to a Payee, the liability of the Maker to honor that Check and to pay or otherwise satisfy that underlying obligation to the Payee up to the face amount of that Check, shall terminate on a date that is the later of four years from the date of the Order approving this Procedure or four years from the issuance date on the Check, provided that: (1) the Maker mailed or otherwise attempted to deliver the Check to the last known address of the Payee on or within a reasonable time after the issuance date on the Check; and (2) in the event that the Check was not timely negotiated by the Payee, the Maker has undertaken the steps described in paragraph 3 of this Procedure in order to locate the Payee and provide the Payee with replacement Check or otherwise secure payment to the Payee.

5. *Green Form Filing Deadline.* Any Class Member who wishes to seek Matrix Compensation Benefits must submit a completed and executed Green Form Part I and Green Form Part II postmarked or delivered to the Trust no later than four years from the later of (a) the entry of an Order approving this Procedure or (b) the date on which the Diet Drug Recipient was first diagnosed as having the last occurring condition or event upon which the claim for Matrix Compensation Benefits is based. A Class Member who fails to comply with this time period shall not be permitted to seek Matrix Compensation Benefits for that condition.

6. ***Effective Date and Duration.*** This Procedure shall become effective upon the date of entry of an Order approving this Procedure and shall remain in effect until terminated by Order of the Court.

BY THE COURT:

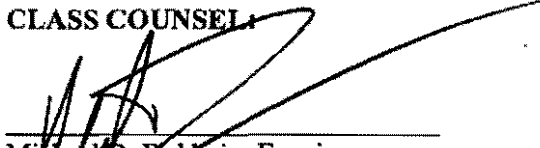
A handwritten signature in black ink, appearing to read "Harvey Bartle III", written over a horizontal line.

HARVEY BARTLE III, CHIEF JUDGE

November 8, 2010

AGREED:


CLASS COUNSEL:



 Michael D. Fishbein, Esquire
 LEVIN, FISHBEIN, SEDRAN & BERMAN
 510 Walnut Street, Suite 500
 Philadelphia, PA 19106

Date: 11/3/10

WYETH LLC



 Orran L. Brown
 BROWNGREER PLC
 115 S. 15th Street, Suite 400
 Richmond, Virginia 23219

Date: 11/2/10

CONSENTED AND AGREED TO:

AHP SETTLEMENT TRUST

 Martin Rudolph
 Trustee
 AHP SETTLEMENT TRUST
 555 North Lane #6045
 Conshohocken, Pennsylvania 19428

Date: _____

AND

AGREED:

CLASS COUNSEL:

Michael D. Fishbein, Esquire
LEVIN, FISHBEIN, SEDRAN & BERMAN
510 Walnut Street, Suite 500
Philadelphia, PA 19106

Date: _____

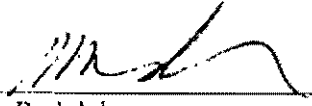
WYETH LLC

Orran L. Brown
BROWNGREER PLC
115 S. 15th Street, Suite 400
Richmond, Virginia 23219

Date: _____

CONSENTED AND AGREED TO:

AHP SETTLEMENT TRUST

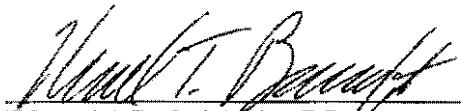


Martin Rudolph
Trustee
AHP SETTLEMENT TRUST
555 North Lane #6045
Conshohocken, Pennsylvania 19428

Date: 11/1/10

AND

FUND ADMINISTRATOR



Edward J. Radetich, Jr., C.P.A.
Michael Bancroft, C.P.A.
HEFFLER, RADETICH & SAIITA, L.L.P.
1515 Market Street
Suite 1700
Philadelphia, PA 19102

Date: 11/1/10