

# AHP SETTLEMENT TRUST

# Attention

“Fen-Phen,” Pondimin<sup>®</sup>, and/or Redux<sup>™</sup> Users  
and Their Representatives and Family Members

## IMPORTANT NOTICE

- If you took the diet drugs Pondimin<sup>®</sup> and/or Redux<sup>™</sup>, or
- If you took the diet drug combination referred to as “Fen-Phen.”

*This Notice is very important to you and concerns your legal rights and your future medical care.*



**OFFICIAL COURT-APPROVED NOTICE  
OF MAY 3, 2003 DEADLINE**



## Contact Information

### AHP Settlement Trust

P.O. Box 7939

Philadelphia, PA 19101-7939

Toll Free: (800) 386-2070

[www.settlementdietdrugs.com](http://www.settlementdietdrugs.com)

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# OFFICIAL COURT-APPROVED NOTICE OF MAY 3, 2003 DEADLINE

## ATTENTION

### **“Fen-Phen,” Pondimin<sup>®</sup>, and/or Redux<sup>™</sup> Users and Their Representatives and Family Members**

This is the third Court-Approved Official Notice about the Nationwide Class Action Settlement Agreement with American Home Products Corporation.

If you took the diet drugs Pondimin<sup>®</sup> and/or Redux<sup>™</sup>, or if you took the diet drug combination referred to as “Fen-Phen,” you may be entitled to receive cash and other benefits under a court-approved class action settlement agreement (the “Settlement”) with American Home Products Corporation (“AHP”) (now known as “Wyeth”).<sup>1</sup> To receive these benefits, you must comply with certain deadlines, which are discussed in detail in this Notice. Two important deadlines were determined by the date of Final Judicial Approval of the Settlement, which occurred on January 3, 2002. The first deadline, August 1, 2002 (referred to as Date 1 in the Settlement), has passed. **The second deadline, May 3, 2003 (referred to as Date 2 in the Settlement), is approaching. You must take certain steps by May 3, 2003 to preserve your remaining rights under the Settlement.**

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*This Notice is very important. It concerns your legal rights and your future medical care. You must read the Notice carefully. If you fail to meet the deadline described in this Notice, you will lose all remaining rights you may have to receive benefits from the Settlement and will lose certain rights to “opt out” of the Settlement and pursue any legal claims you may have against Wyeth.*

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You are not required to have a lawyer to seek benefits under the Settlement. If you have a lawyer, however, you should consult with him or her about the contents of this Notice.

If you already have filed a claim with the AHP Settlement Trust (the “Trust”) in Philadelphia, Pennsylvania, you still should read this Notice and make sure you comply with the deadline described. **If you previously sent Forms or materials to the Trust, you do not have to send them in again unless the Trust notifies you of the need to do so.** If you have already settled your claim with Wyeth and have signed a release outside the Settlement, you cannot seek benefits from the Trust under the Settlement, and this Notice does not apply to you or your family members.

The information in this Notice is current as of the date it was printed, January 15, 2003. Many aspects of what this Notice describes can change over time. To make sure that you have the correct information, read any insert pages sent with this Notice, and check the Trust’s official web site at [www.settlementdietdrugs.com](http://www.settlementdietdrugs.com) or call the Trust at (800) 386-2070 to get updates.

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<sup>1</sup> On March 11, 2002, American Home Products changed its name to Wyeth. The name change does not affect the implementation of this Settlement Agreement or the AHP Settlement Trust.

## A. WHY THIS NOTICE IS BEING SENT TO YOU

### 1. General Background on the Settlement

The Settlement described in this Notice is the Nationwide Class Action Settlement Agreement that Wyeth entered into with Class Counsel on November 18, 1999, to resolve certain pending and potential legal claims against Wyeth arising from two diet drugs it marketed, Pondimin<sup>®</sup> and Redux<sup>™</sup>. The Settlement was the subject of an extensive notice campaign through the mail and in newspaper, magazine, and television advertisements in December 1999 and January-March 2000. Those notices advised Class Members of the existence of the Settlement and about their rights to object to the Settlement, opt out of it completely as an “Initial Opt-Out,” or participate in the Settlement and receive benefits on an accelerated basis under the Accelerated Implementation Option (“AIO”) program. The deadlines to object to the Settlement or to opt out of it completely as an Initial Opt-Out have passed, and those rights no longer exist.

### 2. Final Judicial Approval

On August 28, 2000, the United States District Court for the Eastern District of Pennsylvania (the “Trial Court”) overruled all objections to the Settlement and entered an Order approving the Settlement as fair, reasonable, and adequate to all Class Members. Certain groups challenged that Order by appealing. All of the appeals were resolved, and the Settlement achieved Final Judicial Approval as of January 3, 2002.

### 3. The Purpose of this Notice

The Settlement provides a variety of benefits for Class Members who took the diet drugs and persons associated with them. The term “Class Members” includes the following three groups of persons:

**(1) Diet Drug Recipients or Diet Drug Users:** These terms refer to persons who used the diet drugs Pondimin<sup>®</sup> and/or Redux<sup>™</sup>. Section II.B of the Settlement Agreement defines this group as persons who ingested the diet drugs in the United States, its possessions and territories. The Settlement Agreement and the claim Forms refer to the persons in this group as “Diet Drug Recipients.” This Notice refers to them as “Diet Drug User(s).” Persons who used Phentermine only are not Diet Drug Users.

**(2) Representative Claimants:** This term, also defined in Section II.B of the Settlement Agreement, refers to the estates, administrators, executors, guardians, or other legal representatives of deceased, incompetent, or incapacitated Diet Drug Users. Each person who acts in such a capacity must supply the Trust with a copy of the court order or other document upon which the person relies as proof of the legal authority to act on behalf of the Diet Drug User.

**(3) Derivative Claimants:** This term, also defined in Section II.B of the Settlement Agreement, refers to any other persons who assert the right to bring a claim relating to the diet drugs independently or derivatively by reason of their personal relationship with a Diet Drug User. The term, without limitation, includes spouses, parents, children, dependents, other relatives, and “significant others” of Diet Drug Users.

The benefits available to eligible Class Members are provided through a program administered by the Trust, an independent trust operated under Trial Court supervision. To receive benefits, Class Members must be determined eligible by the Trust and they must also comply with the deadlines described in the Settlement Agreement. In February, 2002, the Trust mailed to all Class Members reasonably known to it at that time an Official Notice of Final Judicial Approval, explaining the Settlement and the deadlines for seeking benefits or for opting out.

**An important deadline—May 3, 2003 (referred to as Date 2 in the Settlement Agreement)—is approaching.** This Notice summarizes the benefits available under the Settlement and the deadlines by which you must take action if you wish to receive Settlement benefits now, preserve your right to receive Settlement benefits in the future, or preserve your right to opt out of the Settlement, if you qualify to do so, and pursue claims against Wyeth and others. The claim Forms enclosed with this Notice provide further detail on the steps you must take to receive benefits.

This Notice is not intended to describe all of the terms and conditions of the Settlement. The complete Settlement Agreement, as amended, defines all the details of the Settlement. **Ultimately, the terms of the Settlement Agreement and not the provisions of this Notice govern the rights and liabilities of Class Members and Wyeth. If there is any conflict between the provisions of this Notice and the terms of the Settlement Agreement, the terms of the Settlement Agreement control.** You may read (and download) a copy of the entire Settlement Agreement at [www.settlementdietdrugs.com](http://www.settlementdietdrugs.com), which is the official web site address for the Settlement. You also may obtain a copy of the Settlement Agreement by contacting the Trust by e-mail through that web site, by telephone at (800) 386-2070, or by mail at P.O. Box 7939, Philadelphia, Pennsylvania 19101.

## **B. WHAT YOU NEED TO KNOW ABOUT THE FUND A BENEFITS UNDER THE SETTLEMENT**

**T**wo funds were created under the Settlement to provide benefits to eligible Claimants:

**Fund A:** to provide Echocardiograms to eligible Diet Drug Users, reimburse eligible Diet Drug Users for Echocardiograms they obtained on their own, pay cash or provide additional medical services to eligible Diet Drug Users who have FDA Positive<sup>2</sup> regurgitation, and refund the costs of Pondimin<sup>®</sup> and Redux<sup>™</sup> prescriptions. These benefits are referred to as the “Fund A Benefits.” The deadlines have passed for many of these benefits.

**Fund B:** to provide cash compensation to Diet Drug Users (or their Representative Claimants) who have more serious heart conditions, and their Derivative Claimants. These benefits are referred to as the “Matrix-Level Benefits.”

This Section B summarizes the benefits known as “Fund A Benefits” still available to Class Members under the Settlement and the steps you need to take to seek those benefits. For your convenience, the table in Section D on page 13 of this Notice summarizes each benefit, the Forms required for each benefit, the deadlines governing each benefit, and the other materials you will need to complete your claim. In general, what benefits you qualify for depends on how long you took the diet drugs and your current medical condition. Based on your records on file at the Trust, if any, the Trust has included Forms in this Notice Packet that you potentially are eligible to submit.<sup>3</sup>

<sup>2</sup> The phrase “FDA Positive” refers to mild, moderate or severe regurgitation of the aortic valve and/or moderate or severe regurgitation of the mitral valve.

<sup>3</sup> If you have not submitted any records, you will receive a complete packet that includes the BLUE, GREEN, GRAY, WHITE, ORANGE #2 and ORANGE #3 Forms.

## FUND A BENEFITS

### 1. The Deadline for Seeking Certain Fund A Benefits Has Passed

The Settlement provided five different Fund A benefits. Three benefits had deadlines of August 1, 2002 (referred to as "Date 1" in the Settlement Agreement) for submitting the necessary claim Form. You must have registered your claim on or before August 1, 2002, to be eligible for these Fund A benefits:

- Free Echocardiogram and visit with a doctor in the Screening Program
- Reimbursement for Echocardiogram obtained outside the Screening Program, if the Trust had enough funds
- Prescription Cost Refunds

It is the Trust's position that you are not registered for these Benefits unless you submitted a PINK Form or a BLUE Form postmarked on or before August 1, 2002 containing at least the following information:

- Your name, address, and Social Security Number in Question 1;
- An answer to Question 7, 8, or 9 indicating Diet Drug use; and
- Your signature.

If you failed to submit a timely Form with this information, the Trust will take the position that you are not registered and cannot receive the three Fund A benefits listed above.

### 2. Other Fund A Benefits Still Available

You may still qualify for the two other Fund A benefits described in this Section if you act by May 3, 2003.

#### a. Cash or Additional Medical Services

If you took Pondimin<sup>®</sup> and/or Redux<sup>™</sup> for 61 days or more and have been diagnosed with FDA Positive regurgitation by a qualified physician on the basis of an Echocardiogram performed at any time after the start of your use of Pondimin<sup>®</sup> and/or Redux<sup>™</sup> but on or before January 3, 2003, you have a right to receive either \$6,000 in cash or \$10,000 in heart valve-related medical services, such as periodic visits with a doctor and ongoing evaluations by Echocardiograms.

If you took Pondimin<sup>®</sup> and/or Redux<sup>™</sup> for 60 days or less and have been diagnosed with FDA Positive regurgitation by a qualified physician on the basis of an Echocardiogram performed at any time after the start of your use of Pondimin<sup>®</sup> and/or Redux<sup>™</sup> but on or before January 3, 2003, you have a right to receive either \$3,000 in cash or \$5,000 in heart valve-related medical services, such as periodic visits with a doctor and ongoing evaluations by Echocardiograms.

**As described in Section B.2.c of this Notice, if the Echocardiogram you will be relying upon will be performed in the Trust's Screening Program and your Echocardiogram test has not yet occurred, you have until July 3, 2003, to be diagnosed by that Echocardiogram, instead of until January 3, 2003, as noted in the two preceding paragraphs of this Section B.2.a, to obtain the benefit described. If you received notice from the Trust that you are eligible for the Screening Program benefit, you must exercise diligence and schedule your**



**Screening Program Echocardiogram as soon as possible. For more information on the consequences of failing to make a timely appointment, see Frequently Asked Question No. 7 in Section F of this Notice.**

This benefit is often referred to as the “Cash/Med Benefit.” The Cash/Med Benefit is available to eligible Diet Drug Users. It is not available to Representative Claimants or Derivative Claimants.

If you did not timely register your claim by filing a PINK Form or BLUE Form by the August 1, 2002 deadline to be eligible to participate in the Trust’s Screening Program, you may nevertheless seek this Cash/Med Benefit on the basis of the results of a privately obtained Echocardiogram. However, to do so you must mail the Trust a **BLUE Form postmarked no later than May 3, 2003**. In the BLUE Form, you will elect whether you wish to receive the cash payment or additional medical services, if you qualify, and you will need to establish that you had a privately obtained Echocardiogram by January 3, 2003, that diagnosed you with FDA Positive regurgitation by a qualified physician.

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***WARNING: If you do not mail the Trust your BLUE Form postmarked no later than May 3, 2003, you will forever give up your rights to the Cash/Med Benefit. Although you should complete the BLUE Form in its entirety to facilitate the processing of your claim, it is the Trust’s position that you must at least provide your name, address, and Social Security Number in Question 1, sign the Form, and answer Question 7, 8, or 9 to be treated by the Trust as having registered your claim. If your BLUE Form does not contain at least this information, the Trust will take the position that your claim is not registered and that you cannot receive any benefits under the Settlement Agreement.***

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To complete the file on your claim for the Cash/Med Benefit and be paid, you will also have to supply the Trust with: (1) your prescription records documenting your use of Pondimin<sup>®</sup> and/or Redux<sup>™</sup> and how long you took the drugs as described in the BLUE Form; (2) a copy of the written report of the Echocardiogram upon which your claim is based, demonstrating an FDA Positive diagnosis; (3) for an Echocardiogram done on or after September 30, 1999, a **GRAY Form** completed and signed by a qualified cardiologist; and (4) the tape or disk from the Echocardiogram. The Echocardiogram report and GRAY Form must show FDA Positive regurgitation diagnosed by an Echocardiogram performed after you started using the diet drugs but on or before January 3, 2003 (or, if applicable on or before July 3, 2003, as described in Section B.2.c below). The GRAY Form is not subject to the May 3, 2003 deadline for filing your BLUE Form. However, you are encouraged to have a GRAY Form completed and signed by a qualified cardiologist and to file it with the Trust as soon as possible after receiving the results of your Echocardiogram. The Trust will notify you of any deadline set for the GRAY Form in the future. If you received your Echocardiogram through the Trust’s Screening Program, you do not have to send in items (2), (3), or (4) yourself, because the Trust will obtain them directly from the cardiologist who provided you with your Echocardiogram in the Screening Program. If you and your cardiologist submit a properly completed GREEN Form reporting on the same Echocardiogram, you do not also have to submit a GRAY Form.

Echocardiograms done before September 30, 1999, are subject to certain special rules regarding what must be filed to report their results to the Trust for purposes of Fund A Benefits. Consult Section VI.C.2.e of the Settlement Agreement for those requirements.

## **b. Reimbursement for the Costs of Certain Privately-Obtained Echocardiograms**

The Settlement originally provided three possible ways that you might get reimbursed for an Echocardiogram and doctor visit you obtain on your own outside the Trust's Screening Program. The deadline for seeking one type of reimbursement has passed. Two methods remain available:

- (i) First, if you took Pondimin<sup>®</sup> or Redux<sup>™</sup> for 61 days or more, were not diagnosed as FDA Positive before September 30, 1999, and had an Echocardiogram after March 30, 2000, but before January 3, 2002, you are entitled to reimbursement from the Trust of up to \$850 for the actual amount you paid out-of-pocket for the Echocardiogram and any associated physician visit regardless of the results of the Echocardiogram. You cannot receive this reimbursement if you filed an AIO PINK Form or if you receive a free Echocardiogram and doctor visit in the Trust's Screening Program.
- (ii) Second, if you took Pondimin<sup>®</sup> or Redux<sup>™</sup> for 60 days or less, were not diagnosed as FDA Positive before September 30, 1999, had an Echocardiogram on or after January 4, 2002, and no later than January 3, 2003, and if a qualified physician diagnoses you as FDA Positive based on that Echocardiogram, you are entitled to reimbursement from the Trust of up to \$850 for the actual amount you pay out-of-pocket for the Echocardiogram and any associated physician visit.

These two Echocardiogram reimbursement benefits are available to eligible Diet Drug Users but not Representative Claimants or Derivative Claimants. To seek either of these two benefits, you must mail the Trust your **BLUE Form and WHITE Form postmarked on or before May 3, 2003**. Your WHITE Form must be completed in its entirety. Although you should com-

plete the BLUE Form in its entirety to facilitate the processing of your claim, it is the Trust's position that you must at least provide your name, address, and Social Security Number in Question 1, sign the Form, and answer Question 7, 8, or 9 to be treated by the Trust as having registered your claim. If your BLUE Form does not contain at least this information, the Trust will take the position that your claim is not registered and that you cannot receive any benefits under the Settlement Agreement.

You cannot be paid for more than one Echocardiogram outside the Trust's Screening Program. For this benefit, your out-of-pocket costs are what you actually paid for the Echocardiogram and physician visit. You cannot be reimbursed by the Trust for any amounts your insurance carrier or any other third party paid for the Echocardiogram or physician visit.

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***WARNING: If you fail to meet the deadlines and other filing criteria for the BLUE and WHITE Forms described above, you will forever give up your rights to these reimbursement benefits.***

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To complete the file on your claim for any of these two Echocardiogram reimbursement benefits and be paid, you will also have to supply the Trust with: (1) your prescription records documenting your use of Pondimin<sup>®</sup> and/or Redux<sup>™</sup> and how long you took the drugs as described in the BLUE Form; (2) a copy of the written report of the Echocardiogram upon which your claim is based; (3) if the Echocardiogram was performed on or after September 30, 1999, a GRAY Form completed and signed by a qualified cardiologist; (4) the tape or disk from the Echocardiogram; (5) the invoice for the Echocardiogram and any associated physician visit; and (6) proof of your out-of-pocket payment for the Echocardiogram, such as a cancelled check, and statements showing amounts paid by any insurance carrier or other party.



The GRAY Form is not subject to the May 3, 2003 deadline for filing your BLUE Form. However, you are encouraged to have a GRAY Form completed and signed by a qualified cardiologist and to file it with the Trust as soon as possible after receiving the results of your Echocardiogram. The Trust will notify you of any deadline set for the GRAY Form in the future.

### **c. Provision of the Trust's Screening Program Benefit**

One of the Fund A benefits provided in the Settlement is the right to receive a free Echocardiogram and interpretive visit with a cardiologist in the Trust's **Screening Program**. Class Members seeking this benefit had to register by mailing a PINK Form or a BLUE Form to the Trust by August 1, 2002. The **Screening Period** ended on January 3, 2003.

On December 10, 2002, the Trial Court issued Memorandum and Pretrial Order No. 2677, approving the Fifth Amendment to the Settlement Agreement, in which the Parties agreed to extend, for qualifying Class Members only, the date by which the Trust shall provide the Screening Program benefit. A Class Member qualifies for this extension only if he or she timely registered for benefits by August 1, 2002, but did not obtain an Echocardiogram in the Trust's Screening Program by January 3, 2003. Such Class Member may obtain this benefit after the end of the Screening Period (if the Class Member meets the other eligibility criteria), but all such Echocardiograms must be conducted no later than July 3, 2003. If you received notice from the Trust that you are eligible for the Screening Program benefit, you must exercise diligence and schedule your Screening Program Echocardiogram as soon as possible. For more information on the consequences of failing to make a timely appointment, see Frequently Asked Question No. 7 in Section F of this Notice. You may read a copy of Pretrial Order No. 2677 at [www.settlementdietdrugs.com](http://www.settlementdietdrugs.com).

A Class Member who is eligible to receive an Echocardiogram provided by the Trust in the Screening Program and who receives the Echocardiogram in the Screening Program on or after January 4, 2003, and no later than July 3, 2003, will be considered to have been diagnosed during the Screening Period for all purposes under the Settlement Agreement.

### **3. Processing of Fund A Claims**

The Settlement Agreement establishes certain deadlines for the Trust's processing of Fund A claims. Faced with a large number of Forms filed on or before August 1, 2002, the Trust asked the Trial Court to suspend certain deadlines for the processing of Fund A Claims until May 1, 2003. On December 3, 2002, the Trial Court issued Memorandum and Pretrial Order No. 2663, which granted the Trust's request. The Trust must assign a unique identifying number to each claim and inform the Class Member, in writing, of this claim number within thirty days of receipt of the claim. However, the Trial Court suspended the Trust's deadline for reviewing the claim to determine if it is complete, as well as other claims processing activity relating to Fund A benefits, until May 1, 2003. Specifically, the Trial Court suspended the time periods of Sections VI.C.3.a(2)-(3), VI.C.3.g-l, VI.C.3.n, and parts of VI.C.3.a(4) of the Settlement Agreement until May 1, 2003. You may read a copy of Pretrial Order No. 2663 at [www.settlementdietdrugs.com](http://www.settlementdietdrugs.com).

## C. WHAT YOU NEED TO KNOW ABOUT THE FUND B MATRIX-LEVEL BENEFITS

### Fund B Matrix Benefits

**WARNING:** *To seek Matrix-Level Benefits now from Fund B if you currently have a Matrix-Level condition as described below or to preserve the right to seek Matrix-Level Benefits in the future if you do not currently have a Matrix-Level condition, you must mail the Trust a BLUE Form postmarked no later than May 3, 2003. Although you should complete the BLUE Form in its entirety to facilitate the processing of your claim, it is the Trust's position that you must at least provide your name, address, and Social Security Number in Question 1, sign the Form, and answer Question 7, 8, or 9 to be treated by the Trust as having registered your claim. If your BLUE Form does not contain at least this information, the Trust will take the position that your claim is not registered and that you cannot receive any benefits under the Settlement Agreement. If you do not meet the May 3, 2003 deadline, you will never be able to make a claim for compensation from the Settlement or through an independent lawsuit, even if you now have a Matrix-Level condition or develop a Matrix-Level condition in the future.*

If you took Pondimin<sup>®</sup> and/or Redux<sup>™</sup> for any period of time and you are diagnosed by a Board-Certified cardiologist or cardiothoracic surgeon as having either FDA Positive regurgitation or mild mitral regurgitation after you began using the diet drugs and on or before January 3, 2003, (or, on or before July 3, 2003, if your diagnosis occurred as a result of an Echocardiogram provided to you in the Trust's Screening Program, as described in Section B.2.c above) you have the right to seek monetary compensation now if you also presently have serious valvular heart disease ("VHD") of the aortic and/or mitral valves or to seek monetary compensation at a later date if you later develop serious VHD at any time before December 31, 2015.

There are five levels of serious VHD that qualify for payment under the Settlement. Generally, these can be described as:

**Matrix Level I:** Severe VHD without other medical signs of injury to the heart or any infection in the heart;

**Matrix Level II:** Moderate to severe VHD with medical signs of certain other injury to the heart;

**Matrix Level III:** Cases where valve repair or replacement surgery is performed or recommended;

**Matrix Level IV:** Serious complications of VHD or valve-related surgery such as a serious stroke; or

**Matrix Level V:** Very serious complications of VHD or valve-related surgery, such as death or a heart transplant.

The Settlement Agreement refers to these conditions as "Matrix-Level conditions." The Settlement Agreement and the GREEN Form in this packet describe these Matrix-Level conditions in greater detail. The amount of compensation that can be paid to you depends on several factors, including the severity of your condition,

your age, whether you took Pondimin<sup>®</sup> and/or Redux<sup>™</sup> for more than 60 days, and whether you clearly have valvular regurgitation from causes other than from the use of Pondimin<sup>®</sup> and/or Redux<sup>™</sup>. Depending on these factors, the current range you could be paid is \$7,536 to as much as \$1,514,700.<sup>4</sup> The actual payment amounts are shown in the payment matrix in Section IV.B.2 of the Settlement Agreement, although the payment amounts reflected in the Settlement Agreement and in the GREEN Form have now been increased by two percent as provided for under the terms of the Settlement. In the future, payment amounts will continue to be increased by two percent annually. In addition, the payment amounts are subject to certain Court-approved deductions, such as attorneys' fees, costs, and claims for certain medical expenses.

If you are paid by the Trust for a Matrix-Level condition and your medical condition later gets worse by progressing to a more serious level of heart valve disease as defined by the Settlement, you have the right in the Settlement to seek to "step up" to a higher paying Matrix-Level condition. The Settlement provides for additional payments if your condition worsens over time (see Section C.1 below). It also provides benefits if you do not have a Matrix-Level condition now but develop one later, provided that you meet the requirements and registration deadlines described in this Notice (see Section C.2 below).

A Representative Claimant can submit claims for Matrix-Level Benefits based upon the condition of the associated Diet Drug User. The Derivative Claimants of an eligible Diet Drug User also can receive payments themselves, depending upon applicable law.

## **1. Class Members Who Have Matrix-Level Conditions Now**

**D**iet Drug Users who currently have a Matrix-Level condition, the Representative Claimants of such Diet Drug Users, and the Derivative Claimants of such Diet Drug Users, can recover cash compensation from the Trust now. To seek Matrix-Level Benefits now, you must mail the Trust:

- (1) a **BLUE Form** that you have completed and signed, **postmarked no later than May 3, 2003**; and
- (2) a **GREEN Form** completed and signed by you, your cardiologist, and your lawyer, if you have one. If there are Derivative Claimants, each one must sign the GREEN Form. The GREEN Form has three parts. You must complete Part I. Part II must be completed by a properly qualified physician, typically a Board-Certified Cardiologist with Level 2 training in echocardiography. Part III must be completed by your lawyer, if you are represented.

The GREEN Form is not due by May 3, 2003, but the sooner you get it in, the sooner your claim can be processed.

If you qualify for and are paid a Matrix-Level Benefit, then you may receive incremental payments in the future if your condition worsens and the change places your claim on a higher level of the payment matrix. To claim an incremental payment, you will have to submit to the Trust a completed and signed GREEN Form and appropriate medical records that demonstrate that you are suffering from a higher Matrix-Level condition. If you qualify for an additional payment, the amount of that payment, if any, will depend on the new Matrix-Level condition at which you qualify, and will be the difference, if any, between what you were paid initially, and the amount to which you are eligible to be paid based upon your higher Matrix-Level condition.

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<sup>4</sup> These amounts will increase 2% each year pursuant to the Settlement Agreement.

To complete the file on your claim for Matrix-Level Benefits and be paid if you qualify, you also will have to supply the Trust with: (1) prescription records documenting the Diet Drug Recipient's use of Pondimin<sup>®</sup> and/or Redux<sup>™</sup> and how long the Diet Drug Recipient took the drugs, as described in the BLUE Form; (2) a copy of the written report of the Echocardiogram on which the claim is based; (3) the tape or disk from the Echocardiogram, which is readable and is conducted in accordance with the standards specified in the Settlement Agreement; (4) medical records in support of the claim;<sup>5</sup> and (5) if the Class Member is represented by counsel, a copy of the written fee agreement between the Class Member and the lawyer and a statement of out-of-pocket costs expended by the lawyer on behalf of the Class Member. If the Echocardiogram on which the claim is based was provided in the Trust's Screening Program, then you do not have to send in items (2) or (3) yourself because the Trust will obtain them directly from the cardiologist who participated in the Trust's Screening Program and provided you with the Echocardiogram upon which you are relying for your Matrix-Level condition. If the Echocardiogram on which your claim is based was not provided in the Trust's Screening Program, the Trust will not obtain it for you.

## **2. Class Members Who Do Not Have Matrix-Level Conditions Now, But Who Want to Preserve Their Rights to Be Paid in the Future**

**If you do not presently have serious levels of VHD, you cannot be paid any Matrix-Level Benefits now. If, however, after you began use of the diet drugs and on or before January 3, 2003, (or, on or before July 3, 2003, in the Trust's Screening Program as described in Section B.2.c above) you were diagnosed by a qualified physician as having FDA Positive regurgitation or as having mild mitral regurgitation, but not also**

**other medical conditions that would qualify you for a Matrix-Level condition at this time, you can preserve your right to recover cash compensation in the future if and when your condition worsens.**

To preserve your right to seek Matrix-Level Benefits in the future, you must mail the Trust a **BLUE Form postmarked no later than May 3, 2003**, to register your claim. Even if you do not presently have serious VHD, you must submit a BLUE Form to the Trust no later than May 3, 2003. Although you should complete the BLUE Form in its entirety to facilitate the processing of your claim, it is the Trust's position that you must at least provide your name, address, and Social Security Number in Question 1, sign the Form, and answer Question 7, 8, or 9 to be treated by the Trust as having registered your claim. If your BLUE Form does not contain at least this information, the Trust will take the position that your claim is not registered and that you cannot receive any benefits under the Settlement Agreement.

You cannot be paid any Matrix-Level Benefits in the future unless you can show that you were diagnosed by a qualified physician as having FDA Positive or mild mitral regurgitation after you started using the diet drugs and on or before January 3, 2003 (or, on or before July 3, 2003, in the Trust's Screening Program, as described in Section B.2.c above). You can establish that diagnosis by mailing the Trust a **GRAY Form** completed and signed by your cardiologist to report on the results of an Echocardiogram performed on or before January 3, 2003 (or, on or before July 3, 2003, in the Trust's Screening Program, as described in Section B.2.c above). The GRAY Form is not subject to the May 3, 2003 deadline for filing your BLUE Form. However, you are encouraged to have a GRAY Form completed and signed by a qualified cardiologist and to file it with the Trust as soon as possible after receiving the results of your Echocardiogram.

<sup>5</sup> As explained in Section C.4 of this Notice, under Memorandum and Pretrial Order No. 2662 the Trust will audit every unpaid claim for Matrix-Level Benefits requiring a medical eligibility determination. In an audit, the Trust may require you to send in additional medical records relating to your claim, including records regarding alternative causes of your condition. If you want to expedite processing of your claim, you should send in your medical records along with your GREEN Form.

If you rely upon one particular Echocardiogram to show a diagnosis of FDA Positive or mild mitral regurgitation by January 3, 2003, and a different Echocardiogram to show a Matrix-Level condition, then you must mail the Trust a completed and signed GRAY Form for the first Echocardiogram and a completed and signed GREEN Form for the Matrix-Level Echocardiogram. If you obtained your Echocardiogram in the Trust's Screening Program, then you do not have to send in the GRAY Form yourself because the Trust will obtain that GRAY Form directly from the cardiologists participating in the Screening Program.

If you register your claim by mailing the Trust a BLUE Form on or before May 3, 2003, and can show that you were diagnosed by a qualified physician as FDA Positive or as having mild mitral regurgitation on or before January 3, 2003 (or, on or before July 3, 2003, in the Trust's Screening Program, as described in Section B.2.c above), and you then reach a Matrix-Level condition in the future, you can then seek Matrix-Level Benefits by mailing the Trust a completed and signed **GREEN Form postmarked no later than December 31, 2015**. A Representative Claimant and each Derivative Claimant seeking payment also must mail a completed and signed GREEN Form to the Trust postmarked no later than December 31, 2015. If you qualify for and are paid a Matrix-Level Benefit, then you preserve your right to receive incremental payments in the future if your condition worsens and the change places your claim on a higher level of the payment matrix, even after December 31, 2015, although as noted above, you will need to submit a new, completed GREEN Form along with appropriate medical records each time you seek an incremental payment based upon a change in your medical condition that you believe qualifies you for Matrix-Level Benefits at a higher Matrix-Level condition.

**GENERAL WARNING about Matrix claims (other than those based on Endocardial Fibrosis): if you fail to meet the January 3, 2003 (or July 3, 2003, if applicable) deadline for FDA Positive or mild mitral regurgitation diagnosis or the May 3, 2003 deadline for mailing the BLUE Form, you will never be able to make a claim for compensation for damages arising from the use of Pondimin® or Redux™, either from the Trust or through an independent lawsuit, even if you now have or later develop a Matrix-Level condition.**

### **3. Matrix Claims Based on Endocardial Fibrosis**

**D**iet Drug Users who have the medical condition known as Endocardial Fibrosis, as defined in Section I.21 of the Settlement Agreement, have deadlines for seeking Matrix-Level Benefits that differ from Diet Drug Users with valvular heart disease. The May 3, 2003 deadline for registering for Matrix-Level Benefits does not apply to claims based on Endocardial Fibrosis.

Instead, a Diet Drug User can seek Matrix-Level Benefits for Endocardial Fibrosis if he or she is diagnosed by a qualified physician as having Endocardial Fibrosis on or before **September 30, 2005**. To seek payment, the Diet Drug User must register with the Trust by mailing the Trust a BLUE Form **postmarked no later than January 31, 2006**. To complete the claim the Diet Drug User also must supply the Trust with a completed and signed GREEN Form and hospital reports and other medical records relating to the condition claimed.

A Representative Claimant of a deceased or incapacitated Diet Drug User who was diagnosed with Endocardial Fibrosis on or before September 30, 2005, can submit a claim to the Trust for Matrix-Level Benefits based on that diagnosis and must also register that claim with the Trust by mailing the Trust a BLUE Form



**postmarked no later than January 31, 2006.** The Derivative Claimants of such a Diet Drug User whose claim has been registered by January 31, 2006 can present their own claims and must file a completed and signed GREEN Form to seek payment.

Although you should complete the BLUE Form in its entirety to facilitate the processing of your claim, it is the Trust's position that you must at least provide your name, address, and Social Security Number in Question 1, sign the Form, and answer Question 7, 8, or 9 to be treated by the Trust as having registered your claim. If your BLUE Form does not contain at least this information, the Trust will take the position that your claim is not registered and that you cannot receive any benefits under the Settlement Agreement.

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***WARNING: Class Members seeking payment for Endocardial Fibrosis who do not meet these September 30, 2005 and January 31, 2006 deadlines will forever waive their rights to these Matrix-Level Benefits.***

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#### **4. Processing of Matrix Claims**

On November 26, 2002, the Trial Court issued Memorandum and Pretrial Order No. 2662, which affects the processing of all Matrix claims that have not yet been paid by the Trust. The Trial Court ordered the Trust to audit every unpaid claim for Matrix-Level Benefits. If the Trust determines a Matrix claim to be complete, it will forward the claim to an independent physician, called an Auditing Cardiologist, with Level 3 training in echocardiography and Board Certification in cardiology. Each Auditing Cardiologist has been retained by the Trust to review complete Matrix claims to determine if there was a reasonable medical basis for the representations made by the physician who completed Part II of the GREEN Form. The Auditing Cardiologist will review the Echocardiogram

tape or disk to determine if the Echocardiogram study was conducted in accordance with the standards specified in the Settlement Agreement, and where possible, will confirm the presence or absence of certain medical conditions relevant to the Matrix claim. The Auditing Cardiologist also will review the medical records filed in support of the claim. If the Auditing Cardiologist finds a reasonable medical basis for the claim, the Trust will process the claim further in accordance with the requirements of the Settlement Agreement. If the Auditing Cardiologist determines that there was no reasonable medical basis for the representations made by the physician who completed the GREEN Form, the Trust will not process the claim for payment but will apply to the Trial Court as required under the terms of the Settlement Agreement, for an order to show cause why the claim should be paid. In that proceeding, the Class Member will be required to prove to the Trial Court that there was a reasonable medical basis for the representations made in the GREEN Form. You may read and download a copy of the Rules governing the audit of Matrix claims at [www.settlementdietdrugs.com](http://www.settlementdietdrugs.com).

The Trial Court issued another Pretrial Order affecting the processing of Matrix claims filed by certain law firms and involving certain physicians. In Pretrial Order No. 2640, issued on November 14, 2002, the Trial Court ordered the Trust not to pay, and granted the Trust full authority to audit each and every Echocardiogram and GREEN Form of, any claims of Class Members: 1) submitted by certain law firms and any attorneys affiliated or associated in any way with these law firms, regardless of the identity of the cardiologist who certified the Matrix-Level condition in Part II of the GREEN Form on behalf of the Class Member; and 2) certified by certain cardiologists. You may read a copy of this Pretrial Order and Memorandum at [www.settlementdietdrugs.com](http://www.settlementdietdrugs.com).

## D. SUMMARY OF AVAILABLE SETTLEMENT BENEFITS AND REGISTRATION REQUIREMENTS

The following table summarizes the foregoing information about the benefits available under the Settlement, the basic claim Forms you need to file, and the deadlines for filing them.<sup>6</sup> The BLUE, GREEN, GRAY and WHITE Forms provide further detail on how you file and complete your claim.

	BENEFIT	USED PONDIMIN <sup>®</sup> AND/OR REDUX <sup>™</sup> FOR 61 DAYS OR MORE	USED PONDIMIN <sup>®</sup> AND/OR REDUX <sup>™</sup> FOR 60 DAYS OR LESS	WHO CAN SEEK	REGISTRATION REQUIREMENTS AND POSTMARK DEADLINES	OTHER MATERIAL NEEDED TO COMPLETE CLAIM
FUND A MEDICAL MONITORING BENEFITS	<b>Reimbursement for Echocardiogram Received Outside the Trust's Screening Program</b>	YES, if the Echo was after March 30, 2000 and before January 3, 2002; and Diet Drug User did not elect the Accelerated Implementation Option	YES, if diagnosed FDA Positive based on an Echo performed on or after January 4, 2002, and no later than January 3, 2003	Diet Drug Users	File BLUE Form and WHITE Form by May 3, 2003.	<ul style="list-style-type: none"> <li>• Prescription records</li> <li>• Echo report</li> <li>• GRAY Form</li> <li>• Echo tape or disk</li> <li>• Invoice for Echo</li> <li>• Proof of payment</li> </ul>
	<b>Cash or Additional Medical Services</b>	YES, if FDA Positive, \$6,000 cash or \$10,000 in medical care	YES, if FDA Positive, \$3,000 cash or \$5,000 in medical care	Diet Drug Users	File BLUE Form by May 3, 2003.	<ul style="list-style-type: none"> <li>• Prescription records</li> <li>• Echo report</li> <li>• GRAY Form</li> <li>• Echo tape or disk</li> </ul>
FUND B MATRIX BENEFITS	<b>Cash Payments for Matrix-Level Benefits</b>	YES, from \$7,536 to \$1,514,700 for Diet Drug Users and from \$510 to \$15,300 for Derivative Claimants*	YES, from \$7,536 to \$302,940 for Diet Drug Users and from \$510 to \$3,060 for Derivative Claimants*	Diet Drug Users, Representative Claimants, and Derivative Claimants	File BLUE Form by May 3, 2003 and GREEN Form to seek benefits now. File BLUE Form by May 3, 2003, to preserve right to seek future benefits. Obtain Echo by January 3, 2003**, file GRAY Form promptly to show FDA Positive or mild mitral diagnosis. File GREEN Form by December 31, 2015.	<ul style="list-style-type: none"> <li>• Prescription records</li> <li>• Echo report</li> <li>• Echo tape or disk</li> <li>• Medical records</li> <li>• Attorneys' fees and costs information</li> </ul>

<sup>6</sup> Because the deadlines have passed to request: 1) the free Echocardiogram and doctor visit in the Screening Program; 2) reimbursement for an Echocardiogram received outside the Trust's Screening Program (if the Trust had sufficient funds); and 3) refund of prescription costs, these benefits are not summarized in this table.

\* Effective January 3, 2003, these amounts reflect a 2% increase per terms of the Settlement. These amounts will increase 2% each calendar year. See Section C of this Notice.

\*\* Subject to exception. See Section B.2.c of this Notice.

## E. OPT-OUT RIGHTS

### 1. Introduction

During the period from November 18, 1999 through March 30, 2000, Class Members were afforded an unconditional right to object to the Settlement. The Trial Court overruled those objections to the Settlement in an opinion entered on August 28, 2000. Although certain objectors appealed from that decision, those appeals have been resolved. Class Members have no further opportunity to object to the Settlement.

In addition, during the period from November 18, 1999, through March 30, 2000, Class Members were given an unconditional right to opt out of the Settlement and independently pursue all of their claims against Wyeth and other parties in court. The opportunity to exercise this unconditional Initial Opt-Out ended on March 30, 2000, and is no longer available.

If you submitted an Initial Opt-Out, have not already resolved your claim, and would like to revoke your Initial Opt-Out to seek benefits under the Settlement (if you are eligible for them), you can still do so. Contact Orran L. Brown, who represents Wyeth on this issue, at BrownGreer PLC, Riverfront Plaza West Tower, Suite 1400, 901 E. Byrd Street, Richmond, Virginia 23219,<sup>7</sup> for further information on how to revoke an Initial Opt-Out. You may also download Opt-Out revocation request Forms from the Trust's web site at [www.settlementdietdrugs.com](http://www.settlementdietdrugs.com).

### 2. The Injunction in Pretrial Order No. 1415

In Paragraph 7 of Pretrial Order No. 1415 approving the Settlement, the Trial Court enjoined all Class Members who have not validly opted out of the Settlement from asserting or continuing to prosecute claims against Wyeth and other parties defined as Released Parties in

Section I.48 of the Settlement Agreement. This injunction applies to all the claims arising from the use of the diet drugs that are defined as "Settled Claims" in Section I.53 of the Settlement Agreement.

As a result, if you have not filed a valid opt-out Form to exclude yourself from the Settlement, you cannot sue Wyeth and other parties on any Settled Claim. Bringing suit on a Settled Claim when you have not validly exercised an Intermediate Opt-Out or a Back-End Opt-Out is a violation of the terms of the injunction contained in Paragraph 7 of Pretrial Order No. 1415. Class Members who have validly opted out, either previously or as described in this Notice, are not enjoined from filing suits as permitted under the terms of the Settlement Agreement.

### 3. Claims Relating to Primary Pulmonary Hypertension

The Settlement does not include claims for primary pulmonary hypertension ("PPH"), a rare and often fatal pulmonary disease plaintiffs have linked to the use of the diet drugs. PPH should not be confused with high blood pressure, which is sometimes called "hypertension." Section I.46 of the Settlement Agreement defines the elements of the PPH claim that is not a Settled Claim. If you have a PPH claim as defined in Section I.46 and can satisfy all the elements of that definition, you may pursue that claim in court outside of this Settlement, whether or not you opt out.

On February 26, 2002, the Trial Court issued Pretrial Order No. 2383, entitled "Procedures For Resolving Motions To Enforce Paragraph 7 of Pretrial Order No. 1415 Against Class Members Who Assert Claims Allegedly Based on PPH", in connection with assisting determinations of whether a particular claim asserting PPH satisfies the elements of the defi-

<sup>7</sup> Please substitute this address for the address that is pre-printed on the ORANGE Forms. It is recommended that you verify the correct BrownGreer PLC address at [www.settlementdietdrugs.com](http://www.settlementdietdrugs.com).

dition found in Section I.46 of the Settlement Agreement. You can review Pretrial Order No. 2383 at [www.settlementdietdrugs.com](http://www.settlementdietdrugs.com).

#### 4. Summary of the Opt-Out Rights

If you submitted a PINK AIO Form, you cannot opt out now. There are two limited opt-out rights still available to Class Members who have not filed PINK AIO Forms: (1) the Intermediate Opt-Out and (2) the Back-End Opt-Out. Each opt-out right has certain eligibility requirements that must be met before a Class Member can opt out of the Settlement. The Settlement Agreement also imposes certain restrictions on the types of claims that Class Members can bring in a lawsuit against Wyeth and other parties. ***Class Members who opt out of the Settlement give up rights to future benefits under the Settlement, including the right to be paid on the Matrix and receive additional payments if the Diet Drug User's conditions worsen. Therefore, any decision concerning whether to opt out of the Settlement is a serious one.***

The provisions of the Settlement Agreement that govern these opt-out rights are found at Sections IV.D.3 and IV.D.4 of the Settlement Agreement. Those provisions govern opt-out rights under the Settlement and are controlling notwithstanding anything contained in this summary Notice or in any Forms, such as the ORANGE Forms. You may read (and download) a copy of the entire Settlement Agreement at [www.settlementdietdrugs.com](http://www.settlementdietdrugs.com). You also may obtain a copy from the Trust by contacting it by e-mail through that website, by telephone at (800) 386-2070, or by mail at P.O. Box 7939, Philadelphia, Pennsylvania 19101.

The opt-out rights can be exercised only by a Diet Drug User or by the Representative Claimant of a Diet Drug User who is eligible to do so under the terms of the Settlement. The Diet Drug User's

or Representative Claimant's choice whether or not to exercise the opt-out right will be binding on any associated Derivative Claimants.

#### 5. The Intermediate Opt-Out

**A** Diet Drug User (or the Representative Claimant of this Diet Drug User) is eligible to exercise an Intermediate Opt-Out if the Diet Drug User:

- (1) had not been diagnosed as FDA Positive before September 30, 1999;
- (2) is first diagnosed by a qualified physician as FDA Positive based on an Echocardiogram performed after beginning use of the diet drugs and after September 30, 1999, but on or before January 3, 2003 (or, on or before July 3, 2003, in the Trust's Screening Program as described in Section B.2.c above);
- (3) did not submit a PINK AIO Form to the Trust; and
- (4) has not been paid a Cash/Med Benefit from the Trust.

**To exercise an Intermediate Opt-Out right, an otherwise eligible Diet Drug User (or Representative Claimant of a Diet Drug User) must complete and sign an ORANGE Form #2 that is included with this Notice and mail the original of that ORANGE Form #2 to the AHP Settlement Trust AND mail a copy to Wyeth in care of its counsel,<sup>8</sup> both post-marked no later than May 3, 2003.**

Any Class Member who timely registered for Screening Program benefits by August 1, 2002, and received an Echocardiogram in the Trust's Screening Program after the end of the Screening Period shall be considered to have been diag-

<sup>8</sup> Wyeth counsel is Orran L. Brown, BrownGreer PLC, Riverfront Plaza West Tower, Suite 1400, 901 E. Byrd Street, Richmond, Virginia 23219. It is recommended that you verify the correct BrownGreer PLC address at [www.settlementdietdrugs.com](http://www.settlementdietdrugs.com).

nosed during the Screening Period and shall have a period of 120 days after the date of that Screening Program Echocardiogram to exercise, if otherwise eligible, an Intermediate Opt-Out right.

The Class Member must personally sign the Opt-Out Form. A lawyer cannot sign for a Class Member unless the lawyer qualifies as an authorized Representative Claimant. The opt-out must be registered on the ORANGE Form #2. Letters or filings elsewhere will not be sufficient. An opt-out must be mailed to both the Trust and Wyeth by the deadline in order to be timely. ***This deadline is a postmark of May 3, 2003 for privately obtained Echocardiograms, and Trust Screening Program Echocardiograms that are performed in the Trust's Screening Program by January 3, 2003. For Echocardiograms performed in the Trust's Screening Program after January 3, 2003, the deadline is a postmark that is 120 days after the date of the Trust's Screening Program Echocardiogram. If you already have a pending suit, you still must submit a complete and timely ORANGE Form #2 to opt out.***

If you exercise an Intermediate Opt-Out, you will not be able to receive any more benefits from the Trust and will not be able to submit any claims to the Trust in the future should your condition worsen. In addition, any suit you bring against Wyeth and other parties as an Intermediate Opt-Out is subject to certain restrictions, including the following:

- (1) The opt-out can assert claims based only on the heart valve of the Diet Drug User that was first diagnosed as FDA Positive after September 30, 1999, but on or before January 3, 2003 (or by the date of your Trust Screening Program Echocardiogram if you rely on that Echocardiogram to assert your opt-out). No claims can be brought relating to other heart valves or other health conditions, such as alleged neurological injuries.

- (2) The opt-out cannot allege or pursue any claims against Wyeth or any other company related to Wyeth for punitive, exemplary, or any multiple damages.
- (3) The opt-out cannot use or introduce into evidence any previous verdicts or judgments against Wyeth or any other company related to Wyeth or factual findings necessary to such verdicts or judgments under the doctrines of res judicata, collateral estoppel or other doctrines of claim or issue preclusion.

There are other restrictions on the claims an opt-out can bring, as described in Section IV.D.3 of the Settlement Agreement. In addition, if you opt out neither you nor Wyeth can seek to introduce and/or offer in any judicial proceeding, except as necessary to enforce the terms of the Settlement, the terms of the Settlement Agreement; any statement, transaction, or proceeding in connection with the negotiation, execution or implementation of the Settlement Agreement; any statements in this Notice or any other notice of the Settlement; any stipulations, agreements, or admissions made or entered into in connection with the fairness hearing; any finding of fact or conclusion of law made by the Trial Court; or any position relying on the terms of the Settlement.

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***WARNING: If you validly opt out and choose to file suit against Wyeth, Wyeth will be able to defend against your claim. Wyeth will not be able to assert certain defenses to your claim, including statute of limitations and other defenses based on a failure to timely pursue the claim, but only if you bring your lawsuit within one year from the date on which you exercise your Intermediate Opt-Out right.***

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## 6. The Back-End Opt-Out

**A** Diet Drug User (or the Representative Claimant of this Diet Drug User) is eligible to exercise a Back-End Opt-Out if the Diet Drug User:

- (1) is diagnosed by a qualified physician as FDA Positive or as having mild mitral regurgitation based on an Echocardiogram performed after beginning use of the diet drugs and on or before January 3, 2003 (or, on or before July 3, 2003, in the Trust's Screening Program as described in Section B.2.c above);
- (2) did not submit a PINK AIO Form to the Trust;
- (3) has first reached a Matrix-Level condition based on valvular heart disease after September 30, 1999, **and has registered with the Trust by filing a BLUE Form postmarked no later than May 3, 2003**, or is first diagnosed as having Endocardial Fibrosis on or after September 30, 1999, and no later than September 30, 2005; and
- (4) has not claimed any Matrix-Level Benefits from the Trust.

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**WARNING: Note that if you want to preserve your right to exercise a Back-End Opt-Out based on valvular heart disease, you must register by mailing the Trust a BLUE Form postmarked no later than May 3, 2003. It is the Trust's position that you must at least provide your name, address, and Social Security Number in Question 1, sign the Form, and answer Question 7, 8, or 9 to be treated by the Trust as having registered. If you do not timely register, you will forever waive your right to exercise a Back-End Opt-Out.**

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**To exercise a Back-End Opt-Out right, an otherwise eligible Diet Drug User (or Representative Claimant of a Diet Drug User) must complete and sign an ORANGE Form #3 that is included with this Notice and mail the original of that ORANGE Form #3 to the AHP Settlement Trust AND a copy to Wyeth in care of its counsel,<sup>9</sup> both postmarked within 120 days of the date on which the Diet Drug User first knows or should have known in the exercise of reasonable diligence that he or she had a Matrix-Level condition, or by May 3, 2003, whichever date is later.**

The Class Member must personally sign the Form. A lawyer cannot sign for a Class Member unless the lawyer qualifies as an authorized Representative Claimant. The opt-out must be registered on the ORANGE Form #3. Letters or filings elsewhere will not be sufficient. An opt-out must be mailed to both the Trust and Wyeth by the deadline in order to be timely. **If you already have a pending suit, you still must submit a complete and timely ORANGE Form #3 to opt out.**

If you exercise a Back-End Opt-Out, you will not be able to receive any more benefits from the Trust and will not be able to submit any claims to the Trust in the future should your condition worsen. In addition, any suit you bring against Wyeth and other parties as a Back-End Opt-Out is subject to certain restrictions, including the following:

- (1) The opt-out can assert claims based only on the heart valve or valves of the Diet Drug User diagnosed as FDA Positive or as having mild mitral regurgitation on or before January 3, 2003, (or by the date of your Trust Screening Program Echocardiogram if you rely on that Echocardiogram to assert your opt-out) and based on the condition giving rise to the

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<sup>9</sup> Wyeth counsel is Orran L. Brown, BrownGreer PLC, Riverfront Plaza West Tower, Suite 1400, 901 E. Byrd Street, Richmond, Virginia 23219. It is recommended that you verify the correct BrownGreer PLC address at [www.settlementdietdrugs.com](http://www.settlementdietdrugs.com).

opt-out. No claims can be brought relating to other heart valves or other health conditions such as alleged neurological injuries.

- (2) The opt-out cannot allege or pursue any claims against Wyeth or any other company related to Wyeth for punitive, exemplary, or any multiple damages.
- (3) The opt-out cannot use or introduce into evidence any previous verdicts or judgments against Wyeth or any other company related to Wyeth or factual findings necessary to such verdicts or judgments under the doctrines of res judicata, collateral estoppel or other doctrines of claim or issue preclusion.

There are other restrictions on the claims an opt-out can bring, as described in Section IV.D.4 of the Settlement Agreement. In addition, if you opt out neither you nor Wyeth can seek to introduce and/or offer in any judicial proceeding, except as necessary to enforce the terms of the Settlement, the terms of the Settlement Agreement; any statement, transaction, or proceeding in connection with the negotiation, execution or implementation of the Settlement Agreement; any statements in this Notice or any other notice of the Settlement; any stipulations, agreements, or admissions made or entered into in connection with the fairness hearing; any finding of fact or conclusion of law made by the Trial Court; or any position relying on the terms of the Settlement.

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***WARNING: If you validly opt out and choose to file suit against Wyeth, Wyeth will be able to defend against your claim. Wyeth will not be able to assert certain defenses to your claim, including statute of limitations and any other defense based on a failure to timely pursue the claim, but only if you bring your lawsuit within one year from the date on which you exercise your Back-End Opt-Out right.***

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## **F. ANSWERS TO OTHER QUESTIONS YOU MAY HAVE**

### ***1. What is the Trust's mailing address?***

P.O. Box 7939  
Philadelphia, PA 19101

### ***2. How do I contact the Trust?***

Toll Free: (800) 386-2070

By e-mail: [www.settlementdietdrugs.com](http://www.settlementdietdrugs.com)

Please be aware that while the Trust will be as helpful as possible, it is not authorized to provide legal advice.

### ***3. Must I notify the Trust of changes in my mailing address?***

Yes. You must immediately notify the Trust, in writing, of any changes in your mailing address. If you do not, you may not receive further information about your claim and will lose the chance to receive benefits under the Settlement Agreement.

### ***4. How can I best prepare my claim for review?***

Make sure that you have completed and signed your claim Forms, and enclosed all necessary information before you send your claim Forms to the Trust. An incomplete claim Form or missing materials necessary to support your claim will delay the processing of your claim.

Although you should complete the BLUE Form in its entirety to facilitate the processing of your claim, it is the Trust's position that you must at least provide your name, address, and Social Security Number in Question 1, sign the Form, and answer Question 7, 8, or 9 to be treated by the Trust as having registered your claim. If your BLUE Form does not contain at least this information, the Trust will take the position that your claim is not registered and that you cannot receive any benefits under the Settlement Agreement.

When you are required to file a claim Form by a deadline, your claim Form must be mailed to the Trust postmarked no later than that deadline. It is critical for the Trust to determine whether all claim Form submissions are timely by examining the postmark date on the envelope. Because it is impossible to track the postmark on a postage prepaid envelope, do not use a prepaid mailer to send materials to the Trust.

***5. Can I hand-deliver, deliver by overnight delivery service, or fax my claim Forms, opt-out Forms, or other materials to the Trust?***

No. You must mail your Forms and other submissions to the Trust at the mailing address shown in Question 1 above by first class, postage prepaid United States mail, or by Express Mail through the postal system. If you want to retain proof of the date on which you mailed your submissions, you can use registered mail, or retain the receipt for an Express Mail. Mailing rather than delivering materials ensures that all Class Members are treated equally. The Trust cannot accept any filings by facsimile or e-mail, for it needs original documents and signatures, so plan ahead to avoid last minute problems with deadlines.

***6. Will the Trust provide me with the name and address of a physician who conducts Echocardiograms in its Screening Program?***

The deadline for registering for the Screening Program benefit has passed. However, if you timely registered for this benefit by filing a qualifying PINK Form or a BLUE Form on or before August 1, 2002, and are eligible to receive this benefit, and you were not able to receive an Echocardiogram in the Screening Program by January 3, 2003, you may receive an Echocardiogram in the Trust's Screening Program until July 3, 2003. The Trust has sent or will send you a letter that provides you with the name of a doctor or with a telephone number to call to find a doctor who is participating in the Trust

Screening Program. The Trust has contracted with Crawford & Company to arrange for a network of health care providers to render this benefit. Thus, you should also cooperate with Crawford & Company to obtain your Screening Program Echocardiogram. You should schedule your Echocardiogram as soon as you receive your letter. You should also notify Crawford & Company of your appointment as directed in the letter.

***7. Is there a deadline for scheduling my Screening Program Echocardiogram?***

If you submitted a proper claim Form on time, the Trial Court has allowed an exception from the Screening Program deadline and you may obtain a free Echocardiogram until July 3, 2003. However, this does not mean that you should postpone or delay scheduling an appointment. You must exercise diligence and schedule an appointment and obtain the Echocardiogram as soon as possible after the Trust notifies you that you are eligible for that benefit. Cardiologists typically schedule Echocardiograms several months in advance. If you postpone or delay making your appointment and for any reason you need to reschedule and are unable to obtain your free Echocardiogram by July 3, 2003, you will lose the right to this benefit. After July 3, 2003, you will not get an Echocardiogram in the Screening Program unless: (1) you petition the Trial Court; (2) are able to show the Trial Court good cause; and (3) can convince the Trial Court you acted with due diligence but were unable to obtain your free Echocardiogram by that date.

***8. Will Screening Program doctors help me complete my GREEN Form?***

No. Screening Program doctors are not required to complete your GREEN Forms. They are required to provide you with your free Echocardiogram, an interpretive visit, and to submit to the Trust a completed GRAY Form, a copy of the tape or disk for your Echocardiogram and the written report of your Echocardiogram, along with a billing for the services rendered. The Trust will notify you in writing of your

Echocardiogram results and will provide a request form, which must be completed and sent to the Trust if you want to request a copy of your Echocardiogram tape or disk and the report thereof, and a copy of the GRAY Form submitted by the Screening Program doctor. If you desire that the Screening Program doctor provide any services beyond the Screening Program Echocardiogram and the interpretive visit, these are **not** the responsibility of the Trust and you will need to arrange and pay for such services directly with the Screening Program doctor.

***9. My Screening Program Echocardiogram shows that I am FDA Positive. Does this mean that I am automatically eligible for a Matrix-Level Benefit?***

No. You are not eligible for Matrix-Level Benefits based on a diagnosis of FDA Positive levels of regurgitation alone. A Matrix-Level Benefit requires the presence of additional medical conditions to qualify. You should consult the Settlement Agreement concerning what additional medical conditions need to be present in order for you to be eligible for a Matrix-Level Benefit. These medical conditions are also discussed in the GREEN Form.

***10. My Screening Program Echocardiogram shows that I have mild mitral regurgitation. Does this mean that I am automatically eligible for a Matrix-Level Benefit?***

No. You are not eligible for Matrix-Level Benefits based on a diagnosis of mild mitral regurgitation alone. A Matrix-Level Benefit requires the presence of additional medical conditions to qualify. You should consult the Settlement Agreement concerning what additional medical conditions need to be present in order for you to be eligible for a Matrix-Level Benefit. These medical conditions are also discussed in the GREEN Form.

***11. Now that certain Class Members may obtain Echocardiograms in the Screening Program after January 3, 2003, and the deadline for an FDA Positive or a mild mitral regurgitation diagnosis for Screening Program participants who obtain Echocardiograms by July 3, 2003, was extended to July 3, 2003, does that mean that the diagnosis deadline for all Class Members is extended?***

No. The extension of the Screening Program deadline affects only Class Members who are Screening Program participants and only those Class Members who timely registered a BLUE Form by August 1, 2002, and were unable to obtain a Screening Program Echocardiogram by January 3, 2003.

***12. What must I submit to prove that I took the diet drugs?***

The proof you need must include one of the following:

- (1) If the diet drug was dispensed by a pharmacy, the identity of each pharmacy that dispensed diet drugs to the Diet Drug User, including its name, address, and telephone number, and a copy of the prescription dispensing record(s) from each pharmacy, which should include the medication name, quantity, frequency, dosage and number of refills prescribed, prescribing physician's name, assigned prescription number, original fill date and each subsequent refill date; or
- (2) If the diet drug was dispensed directly by a physician or weight loss clinic, or the pharmacy record(s) is unobtainable, the identity of each prescribing physician, including the prescribing physician's name, address, and telephone number and a copy of the medical record(s) prescribing or dispensing the diet drug(s). The medical record(s) must include records that identify the Diet Drug User, the diet drug name, the

date(s) prescribed, the dosage, and duration the drug was prescribed or dispensed.

- (3) If the pharmacy records and medical records are unobtainable, an affidavit under penalty of perjury from the prescribing physician or dispensing pharmacy identifying the Diet Drug User, the diet drug(s) prescribed or dispensed, the date(s), quantity, frequency, dosage and number of prescriptions or refills of the diet drug(s).

## **G. SUMMARY OF CLAIM DEADLINES**

The following table summarizes the foregoing information in this Notice about the basic Forms you need to file with the Trust to claim benefits or opt out and the deadlines by which you need to act in each instance. This table is just for quick reference. The benefits available under the Settlement, the governing deadlines, who qualifies for them, and the limited opt-out rights, as well as the other materials you will need to complete the course of action you pursue, are described in complete detail in the Settlement Agreement. Also note that this table addresses most claimants, but those who seek Matrix-Level Benefits for Endocardial Fibrosis or to opt out based on Endocardial Fibrosis have special requirements and deadlines set out in the Settlement Agreement, as summarized in this Notice.

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***WARNING: If you fail to comply with the deadlines set out in this table and described in this Notice, you will lose any and all rights that you may have either to receive benefits from the Settlement or to pursue any claims against Wyeth and certain other potential defendants.***

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## **AHP Settlement Trust**

P.O. Box 7939

Philadelphia, PA 19101-7939

Toll Free: (800) 386-2070

[www.settlementdietdrugs.com](http://www.settlementdietdrugs.com)



WHAT YOU WANT TO DO		FORM TO FILE TO REGISTER THIS CHOICE	OTHER FORMS YOU MUST FILE FOR THIS CHOICE	POSTMARK DEADLINE TO MAIL FORMS
SEEK FUND A MEDICAL MONITORING BENEFITS <sup>10</sup>	Reimbursement for Echocardiogram received outside the Trust's Screening Program	BLUE Form	WHITE Form and GRAY Form	File BLUE and WHITE Forms by May 3, 2003. File GRAY Form as soon as possible after Echo.
	Cash or Additional Medical Services	BLUE Form	GRAY Form (if Echo after 9/30/99)	File BLUE Form by May 3, 2003.
SEEK FUND B MATRIX-LEVEL BENEFITS	Compensation for Matrix-Level Conditions You Have Now	BLUE Form	GREEN Form	File BLUE Form by May 3, 2003. File GREEN Form by December 31, 2015.
	Preserve the Right to Seek Matrix-Level Benefits in the Future	BLUE Form	GRAY Form and GREEN Form	File BLUE Form by May 3, 2003. File GRAY Form as soon as possible after Echo. Mail GREEN Form by December 31, 2015.
SEEK TO OPT OUT OF SETTLEMENT	Intermediate Opt-Out (Must be first diagnosed as FDA Positive after September 30, 1999, and not before, and meet other requirements)	ORANGE Form #2	None	File an ORANGE Form #2 by May 3, 2003, or within 120 days after Screening Program Echo if subject to exception in Section B.2.c of the Notice.
	Back-End Opt-Out (Must first reach Matrix-Level after September 30, 1999, and meet other requirements)	ORANGE Form #3	BLUE Form	File BLUE Form by May 3, 2003. File ORANGE Form #3 no later than May 3, 2003, or 120 days after knowing or should know of the Matrix-Level condition.

**This Notice has been approved by the Trial Court but is not an opinion of the Trial Court regarding the merits of the litigation and does not reflect findings of fact by the Trial Court. If there is any conflict between the terms of this Notice and the provisions of the Settlement Agreement, the provisions of the Settlement Agreement control.**

<sup>10</sup> Because the deadlines have passed to request: 1) the free Echocardiogram and doctor visit in the Screening Program; 2) reimbursement for an Echocardiogram received outside the Trust's Screening Program (if the Trust had sufficient funds); and 3) refund of prescription costs, these benefits are not summarized in this table.