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REDACTED AS TO  
NAME(S) AND DATE(S)

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

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

MDL DOCKET NO.  
2:15MD1203

SHEILA BROWN, ET AL.

CIVIL ACTION NO.

v.

99-20593

AMERICAN HOME PRODUCTS  
CORPORATION

Appellant:  
Arbitration No.:  
Claim No.: 183/00

REPORT AND AWARD  
OF ARBITRATOR

FINDINGS OF FACT

1. On the AHP Settlement Trust ("Trust") denied the claim of for Matrix Compensation Benefits.
2. On filed an appeal from the denial of benefits by the Trust, requesting that the United States District Court ("Court") refer this matter to Arbitration.
3. On the claim of was referred by the Court to Arbitration pursuant to VI.C.4(h) & (i) or VI.D.1.(f) & (g) of the Nationwide Class Action Settlement Agreement with American Home Products Corporation.
4. On an Arbitration Hearing was held concerning the claim of

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## ANALYSIS

### FUND A ISSUES NOT COVERED BY ARBITRATION PROCESS

1. The Settlement Agreement provides for two funds, Funds A and B, to be established to provide benefits to class members. (Settlement Agreement, Section III.A.1; Memorandum and Pretrial Order No. 1415 (August 28, 2000) at 62). Fund A provides funding only for non-Matrix specified benefits and expenses, e.g., drug and echocardiogram reimbursement. (Settlement Agreement, Section IV.A; Memorandum and Pretrial Order No. 1415 (August 28, 2000) at 62). Fund B provides funding for Matrix Benefits. (Settlement Agreement, Section IV.B; Memorandum and Pretrial Order No. 1415 (August 28, 2000) at 62).

2. The arbitration appeals process only covers determinations made regarding Fund B, specifically, the eligibility of claimants to receive Matrix Compensation Benefits and/or the amount of Matrix Compensation Benefits they are entitled to receive.

3. raised, an issue in her appeal form, written submissions and during the hearing, as her right to obtain reimbursement from the Trust for the costs she incurred for a private echocardiogram performed on and other medical expenses. Such costs would be covered under Fund A, but are not a part of the appeals process.

### FUND B MATRIX ELIGIBILITY AND QUALIFICATION

4. The Pharmacy records of indicate that she took Pondimin for 61 days or more.

5. According to questions 7, 8 and 9 of Pink Form, dated answered that she took Pondimin and Redux for 61 days or more.

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6. submitted a Green Form dated

7. In the Green Form, reference is made to an echocardiogram which was performed on (See the Green Form, Part II, dated page 8, at questions C.1 and C.2).

8. The GREEN Form submitted by reports no mitral valve regurgitation and no aortic valve regurgitation. (See Green Form, Part II, page 8, question 3). The answers to the questions in Part II of Green Form were completed by her physician, a Board-Certified Cardiologist. (See Green Form, Part II, page 7, Section A).

#### CONCLUSIONS

1. The Trust findings are not clearly erroneous as set forth in Rule 5 of the Rules Governing the Arbitration Process.

2. Based upon the above findings, is not entitled to any Matrix Benefits because:

a. Both echocardiogram and Green Form indicate that she is not FDA positive. (Settlement Agreement, Section 1.22(a)).

b. Matrix Level I Benefits must be based on severe aortic regurgitation and/or on severe mitral regurgitation, neither of which conditions exist in this case, (Id., Section IV.B.2.c(1)(a)), or based on other conditions that are not present in this case. (Id., Section IV.B.2.c(1)(b)).

c. Matrix Level II Benefits must be based, at a minimum, on moderate or severe aortic regurgitation, or on moderate or severe mitral regurgitation, neither of which condition exist in this case. (Id., Section IV.B.2.c(2)).

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3. The conditions that are prerequisite to recovery of Matrix Levels III, IV and V Benefits are also not present in this claim. (Id., Section IV.B.2.c(3), (4) and (5)).

4. Based upon all of the above, the Appellant is not entitled to any Matrix Benefits.

April 22, 2004

ARBITRATOR