

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

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

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MDL DOCKET NO.  
2:15MD1203

SHEILA BROWN, ET AL.

CIVIL ACTION NO.

v.

99-20593

AMERICAN HOME PRODUCTS  
CORPORATION

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

REPORT AND AWARD  
OF ARBITRATOR

FINDINGS OF FACT

1. On [REDACTED] the AHP Settlement Trust ("Trust") denied the claim of [REDACTED] for Matrix Compensation Benefits.
2. On [REDACTED] 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 [REDACTED] the claim of [REDACTED] 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 [REDACTED] an Arbitration Hearing was held concerning the claim of [REDACTED]

ANALYSIS

1. The Pharmacy records of \_\_\_\_\_ indicate that she took Redux for 60 days or less.
2. According to questions 7, 8 and 9 of \_\_\_\_\_ Blue Form, dated \_\_\_\_\_ answered that she took Redux for 61 days or more.
3. \_\_\_\_\_ submitted a Green Form dated \_\_\_\_\_
4. 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).
5. The Green Form submitted by \_\_\_\_\_ reports mild mitral valve regurgitation and no aortic valve regurgitation. (See Green Form, Part II, page 8, question 3).
6. 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).
7. \_\_\_\_\_ submitted a Gray Form dated \_\_\_\_\_ which also makes reference to the echocardiogram performed on \_\_\_\_\_
8. The Gray Form submitted by \_\_\_\_\_ reports mild mitral valve regurgitation and no aortic valve regurgitation. (See Gray Form, page 2, question 6).
9. \_\_\_\_\_ also submitted in support of her claim an echocardiogram which was performed on \_\_\_\_\_ which reported no valvular abnormalities, and an

echocardiogram which was performed on \_\_\_\_\_ which reported trace to mild mitral valve regurgitation and no aortic valve regurgitation.

### 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 Level Benefits.

3. 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. (Settlement Agreement, 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)).

4. 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)).

5. 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, \_\_\_\_\_ is not presently entitled to any Matrix Benefits.

5. \_\_\_\_\_ may later qualify for Matrix Level benefits if her condition becomes more severe in ways that are defined by the Settlement Agreement. If an echocardiogram, taken and reviewed by a qualified physician as defined by the Settlement Agreement, reveals a Matrix Level condition, then \_\_\_\_\_ may apply for benefits

between now and December 31, 2015 by following the procedures stated in the Settlement Agreement which would include the submission of a new Green Form.

August 30, 2004

ARBITRATOR