

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

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| 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: REDACTED | : | REPORT AND AWARD |
| Arbitration No.: REDACTED | : | OF ARBITRATOR |
| Claim No.: REDACTED | : | |

FINDINGS OF FACT

1. On **[DATE]**, the AHP Settlement Trust ("Trust") denied the claim of **[APPELLANT]** for Matrix Compensation Benefits.
2. On **[DATE]**, **[APPELLANT]** 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 **[DATE]**, the claim of **[APPELLANT]** was referred by the Court to Arbitration pursuant to VI.C.4(h) & (l) or VI.D.1.(f) & (g) of the Nationwide Class Action Settlement Agreement with American Home Products Corporation.
4. On **[DATE]**, an Arbitration Hearing was held concerning the claim of **[APPELLANT]**.

ANALYSIS

1. According to questions 7, 8 and 9 of **[APPELLANT'S]** Pink Form, **[APPELLANT]** answered that he/she took Pondimin for 30 days and Redux for 30 days.
2. In the Green Form, reference is made to an echocardiogram which was performed on August 27, 1997. (See the Green Form, page 8, at questions C.1 and C.2).
3. The **REPORT** of August 27, 1997 regarding the echocardiogram, dictated by **REDACTED**, M.D., a board-certified cardiologist, indicates that **[APPELLANT]** suffers from mild mitral valve regurgitation, but not from aortic valve regurgitation.
4. The answers to the question in Section C.3.A of the Green Form state that **[APPELLANT]** suffers from mild mitral regurgitation, but not from moderate or severe mitral regurgitation. (See the Green Form, page 8).
5. The answers to the questions in Section C.3.B of the Green Form state that **[APPELLANT]** suffers from mild aortic regurgitation, but not from moderate or severe aortic regurgitation. (See the Green Form, page 8).
6. The answers to the questions in Sections C.3.A and C.3.B of the Green Form were also completed by the Appellant's physician, **REDACTED**, M.D.

CONCLUSIONS

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

2. Based on the answer to question C.3.B of the Green Form, it appears that Appellant is FDA Positive according to the terms of the Settlement Agreement. (Settlement Agreement, Section I.22.(a)).

3. However, **[APPELLANT]** is not entitled to any Matrix Benefits because he/she does not currently suffer from a condition which entitles him/her to Matrix Benefits.

4. Matrix Level I benefits must be based on severe aortic regurgitation or on severe mitral regurgitation, neither of which conditions exists in this case, (Id., Sections IV.B.2.c(1)(a)), or based on other conditions that are not presented in this case. (Id., Section IV.B.2.c.(1)(b)).

5. Matrix Level II benefits must be based on moderate or severe aortic regurgitation, or on moderate or severe mitral regurgitation, neither of which conditions exists in this case. (Id., Section IV.B.2.c.(2)).

6. 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)).

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

8. **[APPELLANT]** may later qualify for Matrix Level benefits if his/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 the Appellant 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.

REDACTED, Esquire, Arbitrator

Dated: March 6, 2002