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

FINDINGS OF FACT

1. On **[DATE]**, the Trustees of American Home Products Corporation denied the claim of **[APPELLANT]** for Matrix Compensation Benefits.

2. On **[DATE]**, **[APPELLANT]** requested that the District Court refer this matter to arbitration.

3. On **[DATE]**, the claim of **[APPELLANT]** was referred by the United States District Court to arbitration from the Trustees' denial of benefits to **[APPELLANT]**.

4. On **[DATE]**, an Arbitration hearing was held on the claim of **[APPELLANT]**.

ANALYSIS

1. Pharmacy records of **[APPELLANT]** reflect that he/she was dispensed Pondimin in April, June and September of 1996.

2. **[APPELLANT'S]** Pink Form includes his/her statement that he/she took the Diet Drug Pondimin for 61 or more days. (Pink Form, page 4, Questions 7, 8 and 9).

3. Consistent with Paragraphs 1 and 2 above, the answer to Question 9 of **[APPELLANT'S]** Pink Form indicates that he/she took the Diet Drug Pondimin from "April 97-Nov. 97." (Pink Form, page 4, Question 9).

4. In the Green Form, reference is made to an echocardiogram which was performed on January 28, 1999. (See the Green Form, Part II, dated July 24, 2000, page 8, at questions C.1 and C.2).

5. The answers to the question in Section C.3.A of the Green Form state that **[APPELLANT]** does not suffer from either mild, moderate or severe mitral regurgitation. (See the Green Form, Part II, dated July 24, 2000, page 8).

6. The answers to the questions in Section C.3.B of the Green Form state that **[APPELLANT]** does not suffer from either mild, moderate or severe aortic regurgitation. (See the Green Form, Part II, dated July 24, 2000, page 8).

7. The answers to the questions in Sections C.3.A and C.3.B of the Green Form were completed by the Appellant's physician, a board-certified cardiologist, **REDACTED**, M.D., F.A.C.C.

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 findings above, **[APPELLANT]** is not entitled to any Matrix Benefits because:

a. Both **[APPELLANTS']** echocardiogram and Green Form indicate that he/she is not FDA Positive. (Settlement Agreement, Sections I.22.(a)).

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

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

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 claimant is not presently entitled to any Matrix Benefits.

5. If **[APPELLANT]** takes another echocardiogram by January 3, 2003, that shows that he/she is FDA Positive or that he/she has mild mitral regurgitation, he/she should register his/her results as a precondition for Matrix Benefit eligibility. Then, if he/she develops a Matrix Level condition by December 31, 2015, he/she will be able to apply for Matrix Level benefits

by following the procedures outlined in the Settlement Agreement, which would include the submission of a new Green Form.

REDACTED, Esquire, Arbitrator

Dated: March 1, 2002