

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
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SHEILA BROWN, ET AL.	:	CIVIL ACTION NO.
v.	:	99-20593
AMERICAN HOME PRODUCTS CORPORATION	:	
-----	:	
Appellant: REDACTED	:	REPORT AND AWARD OF
Arbitration No: REDACTED	:	ARBITRATOR
Claim No: REDACTED	:	

FINDINGS OF FACT

1. On [DATE], the Trustees of American Home Products Corporations 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 pro se claim of [APPELLANT] was referred by the United States District Court for arbitration from the Trustees and/or claims administrator's denial of benefits to [APPELLANT].

4. On [DATE], a hearing was held on the arbitration claim of [APPELLANT].

ANALYSIS

1. Pharmacy records of [APPELLANT] reflect that he/she was dispensed Pondimin and Redux from 1996 to 1997.
2. [APPELLANT'S] Pink Form includes his/her statement that he/she took the Diet Drugs for 61 or more days (Pink Form, page 4, questions 8 and 9).
3. In the Green Form reference is made to an echocardiogram. The echocardiogram was performed on March 28, 2000. This is referred to on the Green Form, dated October 16, 2001, page 8, at questions C. 2 and C. 3.
4. The answers to [APPELLANT'S] Green Form indicate that both his/her level of mitral valve regurgitation and his/her level of aortic valve regurgitation rise to the level of mild. (Green Form, page 8, question C.3.A, B).

CONCLUSIONS

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

2. The Settlement Agreement discusses the difference between eligibility as a class member and qualification for benefits availability depending on the severity of the disease. (Settlement Agreement IV.B.1 and B.2)

3. [APPELLANT] took Diet Drugs for 61 or more days and has mild mitral valve regurgitation and mild aortic valve regurgitation. While these factors make [APPELLANT] eligible as a class member, alone they do not make him/her qualified to receive matrix level benefits.

4. Based upon the findings above, [APPELLANT] is not entitled to any Matrix level benefits at this time because:

a. Matrix Level I benefits must be based on severe aortic regurgitation or severe mitral regurgitation (Settlement Agreement, Section IV.B.2.c(1)(a)) or on other conditions that are not presented in this claim. (Id., Section IV.B.2.c(1)(b)).

b. Matrix Level II benefits must be based on moderate or severe aortic regurgitation or moderate or severe mitral valve regurgitation with complicating factors.

(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)).

6. The distinction between eligibility and qualification for benefits was explained to **[APPELLANT]** at the hearing.

7. Based upon all of the above, **[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 claimant may apply for benefits between now and December 31, 2015 by following the procedures stated in the Settlement Agreement which would include submission of a new Green Form.

March 1, 2002

DATE

REDACTED, ESQUIRE
ARBITRATOR