

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.	:	
v.	:	
AMERICAN HOME PRODUCTS CORPORATION	:	CIVIL ACTION NO.
-----	:	99-20593
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) & (I) 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 8 and 9 of [APPELLANT'S] Pink Form, [APPELLANT] answered that he/she took the Diet Drugs for 61 days or more.

2. The [DATE] echocardiogram report submitted with the claim reflects only trace mitral regurgitation with a left ventricular ejection fraction of 75%. No aortic valve regurgitation is shown.

3. The answers to the questions in Section C.3 of the Green Form state that [APPELLANT] suffers from mild mitral regurgitation. His/her level of aortic valve regurgitation is not marked.

4. [APPELLANT'S] level of mitral valve regurgitation does not qualify him/her for Matrix Level Benefits within the meaning of Section I.22 of the Settlement Agreement. To be eligible for future Matrix Level Benefits under the terms of the Settlement Agreement, [APPELLANT] would have to be diagnosed as FDA Positive or as having mild mitral valve regurgitation as a result of an echocardiogram taken and reviewed before the end of the Screening Period, which will end on January 3, 2003.

5. Even if I were to accept [APPELLANT'S] level of mitral valve regurgitation to be at the mild level, he/she does not currently demonstrate any of the conditions that would qualify him/her for Matrix Level Benefits.

CONCLUSIONS

1. Matrix Level I Benefits must be based on severe mitral

valve regurgitation, (Settlement Agreement, section IV.B.2.c(1)(a)) or on other conditions that are not reported in this matter.

2. Matrix Level II Benefits must be based on moderate or severe aortic or moderate or severe mitral valve regurgitation combined with other specific conditions that are not presented in this matter. (ID., IV.B.2.c(2)).

3. The conditions that are pre-requisite to recovery of Matrix Level III, IV and V Benefits are also not presented in this matter. (ID., IV.B.2.c(3-5)).

4. **[APPELLANT]** does not presently qualify for Matrix Level Benefits.

5. **[APPELLANT]** may later qualify for Matrix Level Benefits if his/her mitral valve condition becomes more severe in ways that are defined by the Settlement Agreement. If by January 3, 2003, **[APPELLANT]** has an echocardiogram, which is reviewed by a qualified physician as defined by the Settlement Agreement, and the echocardiogram confirms the presence of mild mitral regurgitation, or an FDA positive level of regurgitation, **[APPELLANT]** is eligible to apply for benefits between the date of the confirming echocardiogram taken before January 3, 2002 through December 31, 2015. In order to apply for benefits, **[APPELLANT]** must follow the procedures stated in the Settlement Agreement, which would include the submission of a supplemental Green Form.

May 9, 2002
DATE

REDACTED, ESQUIRE
ARBITRATOR