

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

JOHN W. BACON, III,

Plaintiff,

-against-

ALISON OVERSETH, SENATOR CHRIS
HARRIS, DR. GEORGE BELLER, DR.
ROSEMARIE ROBERTSON, MR. JOSEPH
CASTLE, THE HON. DEAN TRAFELET and THE
HON. RICHARD COHEN, Individually And In
Their Capacities As Trustees Of The Wyeth
Settlement Trust, THE WYETH SETTLEMENT
TRUST Formerly Known As The American Home
Products Settlement Trust, RICHARD L. SCHEFF,
Esq. and MONTGOMERY McCracken
WALKER & RHODES LLP

Defendants.

COMPLAINT
CIVIL ACTION

No.:

04cv1388

DEMAND FOR TRIAL BY
JURY

To The Above Named Defendants:

Plaintiff JOHN W. BACON, III, by his attorneys, *NAPOLI, KAISER BERN & ASSOCIATES, LLP*, as and for his Complaint, alleges the following, at all times hereinafter mentioned, upon information and belief:

PARTIES

1. Plaintiff is a “beneficiary” of the Wyeth Settlement Trust formerly known as the American Home Products Settlement Trust (“the Trust”), who has filed a claim for settlement benefits based upon the results of echocardiograms performed and interpreted by “qualified cardiologists” as that term is defined in the NATIONAL CLASS ACTION SETTLEMENT AGREEMENT WITH AMERICAN HOME PRODUCTS, INC., [“Settlement Agreement”].

2. As a beneficiary of the Trust, plaintiff John W. Bacon, III, a resident of Manchester, Connecticut, filed a claim for Matrix Benefits and was approved by the Trust for a matrix payment. He is 57 years old and was diagnosed in April 2002 by Robert Smith, M.D. as having moderate mitral insufficiency.

3. Plaintiff's claim was audited by an AHP Settlement Trust auditing cardiologist, Dr. Peter George, pursuant to Pretrial Order 2662 by the United States District Court, Eastern District of Pennsylvania (Bartle, J.).

4. On September 1, 2003, Trust Auditor Dr. Peter George found Mr. Bacon's claim was "medically reasonable".

5. In his audit, Dr. Peter George stated that the echocardiogram was interpretable.

6. In his audit, Dr. Peter George never stated any reason why the echocardiogram was not interpretable.

7. Dr. Peter George interpreted the echocardiogram and rendered his opinion for the audit.

8. The "gain" setting on claimant John Bacon's echocardiogram submitted to the Trust with his Green Form was at all times proper.

9. By letter dated September 10, 2003, the AHP Settlement Trust advised Mr. Bacon that Trust Auditor Dr. George "found that there was a reasonable medical basis for the answers given" by Mr. Bacon's attesting physician. The Trust requested that Mr. Bacon complete and return the Med-CAP 4 forms approved by the District Court's Pretrial Order 2805.

10. Mr. Bacon timely complied with the CAP-4 requirements, and the Trust acknowledged his timely compliance by its letter dated November 21, 2003. In that letter, the Trust also noted that Mr. Bacon's submission of a physician verification and DDR Acknowledgment had been timely received, and that he had been approved for payment of Matrix Compensation Benefits on the A Matrix (gross award \$458,369.00; net to the claimant after deductions: \$317,787.41).

11. On December 2, 2003, Mr. Bacon submitted his executed acceptance of Post-Audit Determination and Waiver to the Trust, thereby accepting the Trust's offer of Matrix A benefits as set forth in its November 21, 2003 letter.

12. On or about January 22, 2004, Mr. Bacon's counsel submitted a "Declaration of Source of Echocardiogram" form on Mr. Bacon's behalf.

13. Although payment of Mr. Bacon's Matrix A benefits was anticipated to be completed some time in February 2004, that payment was not forthcoming.

14. Upon inquiry by Mr. Bacon's counsel of the Trust to determine the cause of the delay in payment of his Matrix A benefits, special counsel for the Trust, Defendant Richard L. Scheff, Esq., a partner in the defendant law firm Montgomery McCracken, Walker & Rhoads, LLP, wrote to Mr. Bacon's counsel on March 15, 2004, advising that:

The AHP Settlement Trust hereby rescinds the Final Post Audit Determination letter issued on September 10, 2003 in connection with this claim. The Trust has reviewed the claim of John Bacon, III for a second time and has determined that there is insufficient evidence to make a determination regarding the level of mitral regurgitation based upon the echocardiogram tape on which Mr. Bacon's Green Form relies.

Mr. Bacon's echocardiogram dated April 1, 2002, a digital tape procured on a Cypress echocardiograph machine, contains only four loops in the apical view.

Accordingly, the Trust is requesting, and I understand that you have agreed to produce, the full digital recording from which this tape was made.

15. The National Class Action Settlement Agreement with American Home Products, Inc. [the “Settlement Agreement”] provides for audit of claims, and amendments to that agreement in the form of Pretrial orders 2640 and 2662 broadened the Trust’s mandate to include a 100% audit of claims submitted. Nonetheless, there is no authority in any of the Settlement documents, including amendments to the Settlement Agreement, allowing the Trust to submit claims to repeated review after an audit has been completed, a claim has been deemed “medically reasonable” by the Trust Auditor and a Final Post Audit Determination letter has been issued and accepted by the claimant.

16. This unsanctioned and unwarranted unilateral withdrawal of the Trust’s offer is thus a breach of its contract with Mr. Bacon as well as a breach of the Trustees’ fiduciary duty to Mr. Bacon as a claimant and beneficiary of the AHP Settlement Trust.

17. Although there is no authority supporting Mr. Scheff’s or the Trust’s determination to rescind approval of a claim, nor authority to conduct a second medical review¹ or audit of a claim after it was approved, a digital recording of Mr. Bacon’s echocardiogram was forwarded without waiver of any rights in acknowledgement of the Trust’s request by claimant’s attorney in complete cooperation with the Trust, to Mr. Scheff on March 16, 2004 in the hope of resolving any questions about Mr. Bacon’s claim.

¹ Notably, however, the denial of Mr. Bacon’s claim, in a Trust letter dated March 24, 2004, does not refer to a further medical review by Dr. George or by any other physician. Indeed, there is no reference to a physician having completed a further review on this claim. Plaintiff does not concede, in making this argument, that any further medical review would be permissible or warranted.

18. On Mr. Bacon's behalf, his counsel demanded that the Trust forward payment of Mr. Bacon's claim. Notwithstanding claimant Bacon's compliance with every mandated step of the processing requirements and cooperation with extraordinary, non-sanctioned demands, and notwithstanding the fact that Dr. George had already approved Mr. Bacon's claim, no payment was forthcoming. Rather, the claim has been denied and rejected.

19. By letter dated March 24, 2004, and unsigned by any named individual, the AHP Settlement Trust advised plaintiff that his claim, after further review, was being denied due to alleged intentional "tampering" with the echocardiogram:

Subsequent to the Trust's issuance of the Post-Audit Determination, on January 14, 2004 and March 15, 2004, the Trust requested additional information regarding your Claim, which you submitted. Based on this information, as well as the GREEN Form and echocardiogram previously submitted, the Trust finds that there is substantial evidence of an intentional and material misrepresentation in connection with your Claim. Your echocardiogram was acquired on a Cypress echocardiogram machine and depicts only a limited number of apical views – including only two frozen frames and one moving frame in the required apical view. The level of color gain used in acquiring the images on the disk is excessive (in the 20s) and is clinically inappropriate. Marked sparkling, noise, and artifacts are displayed on the echocardiogram. The Trust finds that the Attesting Physician, or the sonographer whom he supervised, manufactured the sparkling artifact by use of excessive gain, and then created the appearance of a large regurgitant "jet" by planimetering the manufactured artifact with a very small mitral jet. Your disk demonstrates a methodical manufacture of artifact through excessive gain to inflate your mitral regurgitant jet area. Based on this evidence of an intentional and material misrepresentation, the Trust is prohibited from paying your Claim under Section VI.E.7 of the Settlement Agreement.

20. Defendant Richard L. Scheff, Esq. was appointed special counsel to the Trust.

21. Defendant Richard L. Scheff, Esq. is a partner at the law firm of Montgomery McCracken, Walker & Rhoads, LLP, which law firm represents the Trust.

22. Defendant Richard L. Scheff, Esq. is the designated agent of the Trust and/or Trustees.

23. Defendant Montgomery McCracken, Walker & Rhoads, LLP is the designated agent of the Trust and/or Trustees.

24. The purpose of Richard L. Scheff, Esq.'s appointment was and is to fairly investigate Trust claims.

25. Defendant Scheff's appointment was without judicial sanction and purely to waste the valuable and diminishing Trust assets.

26. The purpose of Richard L. Scheff, Esq.'s appointment was and is to find any way whatsoever to deny claims brought under the Settlement Agreement so as to preserve the corpus of the Trust to pay the vast network of lawyers and Trustees that the Trust has hired for years into the future.

27. Defendant the AHP Settlement Trust [the "Trust"] is a judicially approved Trust that receives settlement funds from Wyeth ("Wyeth") (formerly known as American Home Products Corporation) pursuant to the NATIONAL CLASS ACTION SETTLEMENT AGREEMENT WITH AMERICAN HOME PRODUCTS, INC., ["Settlement Agreement"].

28. The Trust, created under the laws of the State of Delaware, has its principal place of business in Philadelphia, Pennsylvania. The Trust processes and reviews claims

for settlement benefits deriving from the federal multi-district litigation [“MDL 1203”] arising from plaintiffs’ claims against Wyeth for their injuries developed secondary to their ingestion of Wyeth’s defective diet drug products (*fenfluramine*, trade name “Pondimin” and *dexfenfluramine*, trade name “Redux”) and disburses settlement funds to those who qualify for benefits.

29. On February 25, 2000, seven Trustees (all named here as defendants) were appointed by the United States District Court of the Eastern District of Pennsylvania to administer and operate the Trust, all of whom still remain as trustees.

30. The Court-appointed Trustees have a fiduciary responsibility to represent the class. Those Trustees are: defendant Alison Overseth, defendant Senator Chris Harris, defendant Dr. George Beller, defendant Dr. Rosemarie Robertson, defendant Mr. Joseph Castle, defendant The Hon. Dean Trafelet and defendant The Hon. Richard Cohen. The District Court appointed Trustees to oversee the Trust at the suggestion and recommendation of Class Counsel and AHP.

31. Defendant Trustee Joseph Castle is a citizen and resident of Pennsylvania.

32. Defendant Trustee George A. Beller, M.D. is a citizen and resident of Virginia. He is a Professor of Internal Medicine, and the Department Head of the Division of Cardiovascular Medicine at the University of Virginia. Dr. John Dent, Wyeth’s expert who testified at the September 2002 hearings before the District Court, reports to this Trustee as an Attending physician in the Division of Cardiovascular Medicine and an Associate Professor of Internal Medicine.

33. Defendant Trustee The Honorable Richard S. Cohen is a citizen and resident of New Jersey.

34. Defendant Trustee The Honorable Chris Harris is a citizen and resident of Texas.
35. Defendant Trustee Allison Overseth is a citizen and resident of New York.
36. Defendant Trustee Rose-Marie Robertson, M.D. is a citizen and resident of Tennessee.
37. Defendant Trustee the Honorable Dean M. Trafelet is a citizen and resident of Illinois.

BACKGROUND

THE SETTLEMENT AGREEMENT

38. Wyeth and Class Counsel entered into the NATIONAL CLASS ACTION SETTLEMENT WITH AMERICAN HOME PRODUCTS, INC., ["Settlement Agreement"] on November 17, 1999. The Settlement Agreement was intended to provide a comprehensive set of benefits and remedies and was applicable to all individuals in the United States who had ingested either Pondimin and or Redux. The fiduciary duties of the trustees are set forth in the Trust Agreement, at Article VI.

39. The Trustees are deemed, according to the governing documents, fiduciaries with a duty to protect the interests of the claimants herein. Specifically, the Trust Agreement provides that the Board of Trustees' powers are deemed

fiduciary powers to be exercised in a fiduciary capacity to accord each of the parties to the Settlement Agreement their rights and to enforce their obligations thereunder and otherwise to carry out the provisions and purposes thereof. Each Trustee shall carry out his or her fiduciary obligations in accordance with his or her own judgment, subject in all cases to the terms and conditions of this Trust Agreement and the Settlement Agreement.

See Trust Agreement, at p. 4, ¶3.02.

40. Given the wholly ineffectual administration of the claims process thus far, with repeated audits of claims, waffling auditors' opinions, non-payment of legitimate claims and refusal of the Trust to comply with the clear directives of this Court, the Trustees have breached those fiduciary duties time and time again.

41. The Settlement Agreement provided different types of benefits including, specifically, "Matrix Level Benefits" for those individuals who demonstrated certain types of injuries including but not limited to moderate mitral valve regurgitation in conjunction with any one of several "complicating factors" as described in the Settlement Agreement.

42. In its Memorandum And Pretrial Order No. 1415, the District Court wrote that:

The audit procedure requires those responsible for administration of the settlement to gather all medical records relevant to the audited claim and forward them to a highly qualified independent board certified cardiologist who is responsible for making a determination as to whether or not there was a reasonable medical basis for the representations made by any physician in support of the claim. [citation omitted]. If the auditing cardiologist makes the determination that there was a reasonable medical basis to support the class member's claim and there is no substantial evidence that fraud was committed in connection with the claim, the claim is to be allowed. Id. If not, those responsible for the administration of the settlement are required to apply to the court for relief. Id.

See Pretrial Order 1415 at pp. 52-53, (emphasis added).

43. Notwithstanding that language from the pretrial order, and similar passages therein, as well as other statements by this Court about the timely payment of claims and the unbiased and independent opinions of Trust auditors, the Trustees have consistently failed to follow this directive.

44. The defendants have gone out of their way time and time again, to take steps that intentionally and maliciously injure these claimant-beneficiaries to claimants' detriment.

JURISDICTION

45. The United States District Court, Eastern District of Pennsylvania, has original jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §1331 (federal question) and 28 U.S.C. §1337 (supplemental jurisdiction). The Court also has jurisdiction over this action under its continuing jurisdiction over the Multidistrict diet drug action (MDL-1203).

46. Venue is proper pursuant to 28 U.S.C. §1391(b)(2) because a substantial part of the events giving rise to this action occurred in and are ongoing in this jurisdiction.

THE DEFINITION OF VALVULAR HEART DISEASE UNDER THE SETTLEMENT AGREEMENT

47. To qualify for benefits under the Settlement Agreement, a class member was required to undergo an echocardiogram prior to January 3, 2003, and that echocardiogram had to have demonstrated the presence of at least mild mitral valve regurgitation and/or mild aortic valve regurgitation.

48. Matrix level benefits would be available to those class members who demonstrated at least FDA-positive regurgitation, *i.e.*, moderate or greater mitral regurgitation and/or mild or greater aortic regurgitation along with other factors as required by the Settlement Agreement.

49. The Settlement Agreement requires that the levels of valvular regurgitation be assessed quantitatively through the use of the procedures and protocols outlined in J.P.

Singh, *et al.*, "Prevalence and Clinical Determinants of Mitral, Tricuspid and Aortic Regurgitation (The Framingham Heart Study)," *See American J. Cardiology*, 83:897-902 (1999).

50. The parties and the Court all understood that the standards set forth in the Singh article and in the other guidelines for diagnosis under the Settlement Agreement did not comport with the methods used for diagnosing valvular heart disease in most cardiologists' clinical practice.

51. In order to determine the degree of valvular regurgitation present, a cardiologist is required to use planimetry, which involves the use of a trackball or other devices to draw or trace the perimeter of a regurgitant jet on a monitor screen. Planimetry is also used to trace the left atrium.

52. To determine the degree of mitral regurgitation, the equation RJA/LAA (regurgitant jet area divided by the left atrial area) is used. If the ratio is 20% or greater, the patient is determined to have moderate mitral regurgitation under the standards set in the Settlement Agreement.

53. A similar method is used to determine the severity of aortic regurgitation utilizing the equation $JH/LVOTH$ (jet height/left ventricular outflow tract height). If the ratio is 10% or greater, the patient is determined to have mild aortic regurgitation under the standards set forth in the Settlement Agreement.

54. To submit a claim for Matrix benefits based upon a finding of moderate mitral regurgitation, class members also had to demonstrate a further complicating condition such as an enlarged left atrium or an ejection fraction of 60% or less.

**REQUIREMENTS FOR A CLAIMANT TO FILE A
MATRIX CLAIM "GREEN" FORM**

55. A claim for Matrix benefits required the submission of a so-called “Green Form.” A physician was required to assist in completing a 32-page “Green Form,” the document that, when filed, triggered the benefit request process

56. The Green Form was submitted along with a videotape or digital disk of the claimant’s echocardiogram, proof that the claimant had been prescribed the defendant’s diet drug product(s), and the claimant’s medical records. The claimant’s physician, required to be a Level 2 board-certified cardiologist or cardio-thoracic surgeon, would attest to the claimant’s qualifying VHD (valvular heart disease) level under Settlement Agreement criteria.

57. A key benefit to class members and this Court was that this process was not subject to the exercise of discretion by the administrators of the Settlement or by any court but rather, was based on the sworn certification of claimant’s Board-certified physician.

58. Under the Settlement Agreement, if a claimant’s Green Form was properly completed, and was submitted along with the required medical documentation (including a videotape or disk of an echocardiogram), and the claimant’s qualification for matrix level benefits was verified by his Level 2 echocardiologist, the claimant was to be compensated.

**THE TRUST IS WOEFULLY UNDERFUNDED DUE
TO A GROSS UNDERSTIMATION OF POTENTIAL
CLAIMS BY WYETH AND CLASS COUNSEL**

59. The funding for the Trust was based upon projections provided by Wyeth and Class Counsel during the fairness hearings.

60. Based upon the predictions made by Wyeth and Class Counsel the Court assumed that the Trust was adequately funded and would be able to operate and provide benefits for up to fourteen years after final judicial approval.

61. Wyeth's funding obligations were claimed to be sufficient to pay all of the anticipated claims, both present and future.

62. Wyeth's total funding obligation for Matrix compensation was set at \$2.55 billion. This was sufficient to pay approximately 6000 to 7000 full value Matrix "A" claims.

63. Based upon assumptions provided by Class Counsel Michael Fishbein, Esq., and Class Counsel's epidemiology expert, Class Counsel's economist expert Dr. Samuel J. Kursh was instructed to assume that 90% of those individuals who qualified for Matrix benefits would enter the Matrix at level I, while only 10% would enter at level II, which requires a lesser degree of valvular regurgitation.

64. To qualify for level I benefits, a class member must have findings of severe mitral or aortic regurgitation.

65. To qualify for level II benefits a class member must have findings of at least moderate mitral regurgitation, accompanied by one or more other findings called "complicating factors" including an ejection fraction of 60% or less (a clinically normal finding), or others such as a mildly enlarged left atrium (a common finding in an obese population).

66. The overwhelming majority of claims filed with the Trust, greater than 90%, are matrix level II claims.

67. Less than 5% of the claims filed are matrix level I claims.

68. The expected number as well as type of claims predicted was glaringly inaccurate.

69. Not surprisingly, there are thousands more legitimate claims than were projected and for which funding was provided.

70. A finding of FDA-positive regurgitation is an accepted definition of an injury caused by exposure to Pondimin and or Redux ingestion. "FDA-positive" refers to a finding of moderate or greater mitral regurgitation or a finding of mild or greater aortic regurgitation.

71. It is assumed that approximately 6 million people were exposed to Pondimin and or Redux.

72. Class Counsel's epidemiology expert, Steven Goodman, M.D., M.H.S., Ph.D., stated in an affidavit dated March 20, 2000, that, "[t]he risk of FDA grade Mitral regurgitation in the exposed population is 3.5% (CI 2.1% to 4.8%), with no apparent increase in the risk with duration of use."

73. Applying this conservative rate to the exposed population results in a conservative calculation that 210,000 diet drug users have been caused to sustain injuries to their mitral valves which has resulted in moderate or greater mitral regurgitation as a result of their use of these dangerous drugs.

74. The expected numbers for injury to the aortic valve are greater than those for mitral valve injury.

75. The gross underestimation in the number of legitimate claims arises from a number of reasons, principally the submission of inaccurate and misleading data at the time of the fairness hearing by Wyeth and Class Counsel, which led the Court to believe

that the settlement would be adequately funded to pay all of the claims that could be anticipated over the lifetime of the settlement.

76. Both Wyeth and Class Counsel either deliberately or negligently failed to include an estimate for the number of claims that would be filed based upon a finding of FDA positive mitral regurgitation. The projections provided by Class Counsel's expert, Samuel Kursh, did not take into account the number of class members who would have moderate or greater levels of mitral regurgitation and more than 60 days use of Pondimin or Redux. In the calculations submitted to the Court, Kursh did not compute the number of class members who would be expected to develop FDA positive mitral regurgitation following more than 60 days of use of Pondimin and/or Redux. Instead, the only calculations submitted were based upon those who would develop aortic regurgitation. Thus only one of the two valves that claims could be based on were even considered.

77. The gross underestimation of the number of legitimate claims will cause the Trust to become insolvent before the legitimate claims are paid under the terms of the settlement.

78. The Trust has become aware, or should have become aware, of the fact that there were far more legitimate claims than it originally acknowledged, and was made aware of the negligent or intentional conduct of Wyeth and Class Counsel that resulted in the gross underestimation of claims.

79. Rather than fulfill its duties to these legitimate claimants, the Trust and its representatives Special Counsel Richard L. Scheff, Esq. and Montgomery McCracken Walker & Rhodes LLP have participated in a scheme with Wyeth and Class Council – who have a shared financial incentive not to reveal the actual number of legitimate claims

and the fact that the Trust will inevitably become insolvent well before claimants are paid – to shift the blame for the large number of claims submitted to the Trust.

80. Specifically, they have actively sought to create the false and misleading impression that the claims result from fraudulent submissions. The Trust's, Richard Scheff's and Montgomery McCracken Walker & Rhodes LLP's failure to bring the fact of the Trust's under-funded status to the attention of the Court and the claimants, and those defendants' failure to characterize accurately the reasons for the Trust being under funded, constitutes a breach of the trustees' (and its agents') fiduciary duties.

THE AUDIT SYSTEM

81. As a deterrent against fraud, the Settlement Agreement originally drafted and approved permitted the Trust to designate 5% of the submitted claims for audit. In addition Wyeth was permitted to designate an additional 10% of the claims for audit.

82. As a response to what it viewed as an inordinate number of Matrix benefit claims that exceeded the projections made at the time of the fairness hearings, the Court ordered that 100% of all claims be audited by the Trust in its Pretrial Order 2662.

83. The Settlement Agreement intended that the auditors give deference to the opinion of the attesting physician and that claims could only be denied if they lacked a "reasonable medical basis."

84. Following the implementation of the 100% audit the Court approved the Trust's Auditing Cardiologist Training Course as designed by Wyeth expert Dr. John Dent.

85. The Trust's Auditing Cardiologist Training Course instructs the auditor *not to rely on the "Green Form" protocol* in evaluating a claimant's medical condition. In

the “Overview of Auditor Review Process,” the auditor is told from the outset “[a]s you would *in your clinical practice*, you must review the materials submitted to assess a claimant’s medical condition.”

86. Auditors are not required to do planimetry or to provide alternate measurements of the regurgitant jet; rather, they are instructed to visually assess, or “eyeball” the jet and offer their opinion as to the extent of the valvular injury demonstrated.

87. “Eyeballing” results in a subjective qualitative assessment of the regurgitant jet rather than the *objective* and *quantitative* assessment that was required by the Settlement Agreement and provided by the claimants’ attesting physicians.

**THE TRUST AND TRUSTEES’ REFUSAL TO PAY
MATRIX BENEFITS TO THOSE WHO HAVE MET
THE REQUIREMENTS DEFINED IN THE
SETTLEMENT AGREEMENT THAT GOVERNS
THE RELATIONSHIP BETWEEN THE PARTIES
CONSTITUTES A BREACH OF THEIR FIDUCIARY
DUTIES TO THE CLASS.**

88. Plaintiff John W. Bacon, III has complied with all of the requirements of the Settlement Agreement.

89. Plaintiff John W. Bacon, III’s claim was audited and upon completion of that audit, was determined by the Trust auditor and the Trust to qualify for Matrix benefits.

90. Plaintiff John W. Bacon III has complied with the requirements of CAP No. 4.

91. Plaintiff John W. Bacon, III was informed by the Trust that upon his claim he would be paid Matrix benefits, and he duly accepted the Trust’s offer of Matrix benefits by executing and returning his “Acceptance of Post-Audit Determination and Waiver” form.

92. The Trust thereafter informed Mr. Bacon by letter dated March 15, 2004 that it rescinded its Post Audit Determination letter, and that upon review of a digitized copy of the original echocardiogram tape, it would make a new determination as to whether or not it will pay his claim.

93. Subsequently, in its March 24, 2004 letter, the Trust informed Mr. Bacon that it found evidence of intentional tampering with the echocardiogram, and thereupon, has denied his claim.

94. No provision has been made to protect Mr. Bacon's interests, nor those of the other beneficiaries whose claims and interests have been arbitrarily and negatively affected by the Trustees' actions in submitting these claims to repeated, and unwarranted levels of review and scrutiny.

95. There is no authority in the Settlement Agreement or the Trust Agreement, or in any subsequent orders of the District Court, for the Trustees to override the determinations of the Trust Auditors and deny claims that the auditors have found medically reasonable.

96. There is no authority in the Settlement Agreement or the Trust Agreement or in any subsequent orders of the District Court for the Trustees to withdraw claims approvals and deny claims, much less to do so without providing medical expert opinion to support their actions.

97. The Trust's refusal to pay Matrix benefits to otherwise qualified beneficiaries, including John W. Bacon, III, constitutes a material breach of the Settlement Agreement and of the Trust's and the Trustees' fiduciary duty owed the Trust's beneficiaries.

**AS AND FOR A FIRST CAUSE OF ACTION –
BREACH OF FIDUCIARY DUTY**

98. The plaintiffs and those similarly situated repeat, reallege and reiterate each and every one of the allegations set forth in paragraphs enumerated as “1” through “97” inclusive, *supra*, as if fully set forth herein.

99. As fiduciaries, the defendant Trustees and their agents, defendant Richard L. Scheff, Esq. and defendant Montgomery McCracken Walker & Rhodes LLP, owe a duty of undivided loyalty to the Trust’s beneficiaries including the plaintiff herein.

100. The defendants’ failure to pay the plaintiff’s meritorious claim, after that claim was properly and duly submitted and audited by its own Auditing Cardiologist Peter George, M.D., constitutes a breach of the fiduciary duty owed Mr. Bacon.

101. The defendants’ repeated review and/or repeated audit, both actions designed to deny claimant of the settlement proceeds, is a material breach of the Settlement Contract and the Trustees’ fiduciary duty to Mr. Bacon.

102. This is not the first time that the Trust and its agents have seen fit to re-audit or conduct a further medical review of an already-approved claim.

103. As the District Court heard in August 2003, as part of the motion brought by claimants Barbara Meszaros and John Rodriguez, the Trust and its agents also sent those claimants’ echocardiograms back to the auditing cardiologists for a further review until denials were issued, after receiving audit approvals of the claims and notifying the claimants of their approvals. During oral argument on the motion, on August 6, 2003, the District Court raised its own concerns about whether the Trust could properly send claims for additional reviews after audit:

THE COURT: What about sending the claims back for a second bite at the apple? Weren't certain ones sent back for a second review? (p 50, 22-25)

THE COURT: Is there any procedure for doing that under the trust rules?

MS. FLETMAN: No, your Honor.

THE COURT: It should not have been done?

MS. FLETMAN: It should not have been done, your Honor. (pp 51:1-52:5)

104. Thus, the Trust and its agents conceded that it did not have the authority to subject claims to a second audit or -- as the District Court said -- "a second bite at the apple".

105. Nothing has changed since that time. There have been no orders entered that now permit the Trust, Special Investigator Richard L. Scheff, Esq., or his law firm Montgomery McCracken Walker & Rhodes LLP to supplant the auditor's findings with a different opinion.

106. Nonetheless, the Trust is once again taking that proverbial "second bite."

107. A notable difference between this matter and the case of Meszaros and Rodriguez is that those claimants were at least made aware of the auditors' identity and their findings on the subsequent reviews. In the matter now at bar, Mr. Bacon and his attorneys have been provided no information underlying the secret audit that was conducted by or at the behest of defendant Richard L. Scheff.

108. Claimant has only been given a scathing denial defaming his physician and his attorneys without explanation from an auditor under the audit rules and Court Orders.

109. Further, there has been no explanation offered as to what type of review was conducted and whether or not a specific, prescribed procedure exists to challenge the findings resulting from this unauthorized review. The carefully written audit rules and procedures provided claimants with a procedure to follow to challenge the findings of a Trust auditor. Here, Mr. Bacon has been given no basis or procedure to challenge Richard L. Scheff's or Montgomery McCracken Walker & Rhodes LLP's findings or Mr. Scheff's rescission (and subsequent denial) of Mr. Bacon's claim approval.

110. The Trust and its agents, defendant Richard L. Scheff and defendant Montgomery McCracken Walker & Rhodes LLP, cannot simply operate outside of the Settlement Agreement and with so little regard for the rights of the beneficiaries to whom the Trustees and their agents ultimately owe a duty. Neither Mr. Scheff nor the Trustees have authority to unilaterally impose their own policies and procedures, without notice to the Court or the Class, and without this Court's approval, especially when those policies conflict with the Settlement Agreement and the prior orders of this Court.

111. Any holding to the contrary creates a chaotic situation where the beneficiaries' rights will not be protected. Plainly, that is precisely the case here, where John W. Bacon, III's claim, despite Trust approval, has inexplicably been denied despite offer and acceptance under any reasonable interpretation of contract law.

112. As a result of the Trustees' and its agents, defendant Richard L. Scheff, Esq. and defendant Montgomery McCracken Walker & Rhodes LLP, breach of fiduciary duty, John W. Bacon, III, have been damaged and seeks compensatory and punitive damages in an amount to be determined by a jury.

**AS AND FOR A SECOND CAUSE OF ACTION –
BREACH OF CONTRACT**

113. The plaintiffs and those claimants similarly situated repeat, reallege and reiterate each and every one of the allegations set forth in the paragraphs enumerated “1” through “112”, inclusive, as if fully set forth herein.

114. The Acceptance of Post-Audit Determination and Waiver signed and executed by John W. Bacon, III constituted a valid contract.

115. Plaintiff John W. Bacon, III properly executed said contract and conformed to all of the terms of the contract.

116. The Final determination letter sent to Plaintiff John W. Bacon, III by the Trust and the acceptance of that determination forwarded by Mr. Bacon to the Trust constituted a valid contract.

117. John W. Bacon, III performed and conformed to all of the terms of that contract.

118. The Trustees’ refusal to pay John W. Bacon, III’s claim notwithstanding the contract formed by the Final Determination Letter and Mr. Bacon’s acceptance thereof constitutes the Trustees’ breach of their contracts with John W. Bacon, III.

119. As a result of the Trustees’ breach of contract, John W. Bacon, III has been damaged in the sum of his Matrix benefit amount of \$458,369.00.

120. As a result of the defendants’ breach of contract, John W. Bacon, III has lost the value of interest on the monies he was due to receive beginning on and continuing from the time when his payment was to be made and continuing into the future.

**AS AND FOR A THIRD CAUSE OF ACTION –
INTENTIONAL INTERFERENCE WITH A
CONTRACTUAL RELATIONSHIP**

121. The plaintiffs and those claimants similarly situated repeat, reallege and reiterate each and every one of the allegations set forth in the paragraphs enumerated “1” through “120”, inclusive, as if fully set forth herein.

122. The Acceptance of Post-Audit Determination and Waiver signed and executed by John W. Bacon, III constituted a valid contract.

123. Plaintiff John W. Bacon, III properly executed said contract and conformed to all of the terms of the contract.

124. The final determination letter sent to Plaintiff John W. Bacon, III by the Trust and the acceptance of that determination forwarded by Mr. Bacon to the Trust constituted a valid contract.

125. John W. Bacon, III performed and conformed to all of the terms of that contract.

126. Richard L. Scheff, Esq., of Montgomery McCracken, Walker & Rhoads, LLP intentionally and tortiously interfered with the payment and the contractual relationship of claimant John W. Bacon, III, the Trust and the Trustees.

127. Richard L. Scheff, Esq., of Montgomery McCracken, Walker & Rhoads, LLP’s intentional and tortious interference with the payment and the contractual relationship of claimant John W. Bacon III, resulted in the Trust’s refusal to pay John W. Bacon, III’s claim notwithstanding the contract formed by the Final Determination Letter and Mr. Bacon’s acceptance thereof constitutes the Trustees’ breach of their contracts with John W. Bacon, III.

128. As a result of the Trustees' intentional and tortious breach of contract, John W. Bacon, III has been damaged in the sum of his Matrix amount of \$458,369.00.

129. As a result of defendant Richard L. Scheff, Esq., of Montgomery McCracken, Walker & Rhoads, LLP's intentional and tortious interference with the payment and the contractual relationship of claimant John Bacon, III has lost the value of interest on the monies he was due to receive beginning on and continuing from the time when his payment was to be made and continuing into the future.

**AS AND FOR A FOURTH CAUSE OF ACTION:
INTENTIONAL MISREPRESENTATION AND
FRAUD BY DEFENDANT RICHARD L. SCHEFF**

130. Plaintiff repeats, reiterates and realleges each and every allegation of the complaint stated in paragraphs "1" through "129" as if fully set forth herein.

131. The defendants, Richard L. Scheff, Esq., and his law firm, defendant Montgomery McCracken, Walker & Rhoads, LLP have intentionally made false representations regarding the rescission of John W. Bacon, III's claim when he clearly qualifies for Matrix benefits as provided by the NATIONWIDE CLASS ACTION SETTLEMENT WITH AMERICAN HOME PRODUCTS CORPORATION, INC., based upon the Trust's own auditor's findings.

132. These statements were made and false evidence was submitted to the claimant in order to falsely justify denial of the claimant's settlement benefits.

133. The statements were false when they were made.

134. The defendants Richard L. Scheff, Esq., and his law firm, defendant Montgomery McCracken, Walker & Rhoads, LLP either knew that they were making

false representations or, in the alternative, they acted with wanton and reckless disregard for the truth.

135. Defendants Richard L. Scheff, Esq., and his law firm Montgomery McCracken, Walker & Rhoads, LLP knew that their false representations would be relied upon and were material to the defendant Trust's and defendant Trustees' denial of claimant's benefits.

136. The defendants Richard L. Scheff, Esq., and his law firm Montgomery McCracken, Walker & Rhoads, LLP knew at the time the statements were made that the Settlement Trust would not have sufficient funds to pay all of the qualifying claims.

137. When confronted with more claims than they had projected to the Court, the defendants and their co-conspirators accused the victims, their attorneys and their attesting physicians of fraud in order to conceal their malfeasance.

138. The defendants' and their co-conspirators' conduct was outrageous and evidenced either an evil motive or reckless indifference to the rights of others.

139. As a direct and proximate result of the defendants' and their co-conspirators' intentional misconduct, the plaintiff has been harmed.

**AS AND FOR A FIFTH CAUSE OF ACTION: CIVIL
CONSPIRACY**

140. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint stated in paragraphs "1" through "139" as if fully set forth herein.

141. The defendants Richard L. Scheff, Esq., and his law firm Montgomery McCracken, Walker & Rhoads, LLP and their co-conspirators unlawfully, knowingly and willfully combined, conspired, confederated and agreed together to make false

representations concerning false representations regarding the projected number of class members who would qualify for Matrix benefits as provided by the Nationwide Class Action Settlement With AMERICAN HOME PRODUCTS CORPORATION, INC. and to concoct and promulgate their fraudulent efforts to limit the payment and processing of claims described herein so as to conceal their conduct.

142. It was the overall scheme of the conspiracy for the defendants Richard L. Scheff, Esq., and his law firm Montgomery McCracken, Walker & Rhoads, LLP and their co-conspirators to commit the various acts described herein to hide the fact that (1) the defendants had failed in their duties to the Class, that (2) the Settlement Agreement was based on incorrect and false assumptions and that (3) the Trust was severely underfunded. The defendants and their co-conspirators have used the fraudulent claims projections to improperly deny benefits to tens of thousands of claimants who qualify for benefits and have severely prejudiced the rights of those who relied upon their claims for compensation in the future.

143. The defendants and their co-conspirators have stated that parties have filed fraudulent claims as a basis to justify improperly denying benefits to tens of thousands of claimants who qualify for benefits and to severely prejudice the rights of those who relied upon their claims for compensation in the future.

144. The conspiracy was carried out by the methods and means, among others, described above.

145. In furtherance of the conspiracy and to achieve its objectives, the defendants and their co-conspirators committed the overt acts, among others, described above.

146. The defendants' conduct, as alleged herein, was intentional, outrageous, willful and wanton.

147. As a direct and proximate result of the conspiracy and the defendants' essential participation therein, the plaintiff has been harmed.

WHEREFORE, plaintiff prays for a judgment against these defendants herein for:

1. Compensatory damages for lost monies and interest as a direct result of defendants "rescission" of his claim approval and the subsequent denial of his claim and incidental and consequential damages in an amount to be determined by a jury;
2. Punitive damages in an amount sufficient to punish defendants and to deter the conduct complained of in the future;
3. Interest on the damages according to law;
4. Attorneys' fees and the costs and disbursements of this lawsuit; and,
5. Any other and further relief as the Court deems just, proper, and equitable.

JURY TRIAL DEMANDED


Plaintiffs demand a trial by jury of all claims asserted in this Complaint.

Dated: March 31, 2004
Philadelphia, PA

Respectfully submitted,

NAPOLI, KAISER BERN & ASSOCIATES, LLP

By: _____


W. Steven Berman (WSB1672)
Two Penn Center, Suite 200
Philadelphia, PA 19102
(856) 988-5574

United States District Court
Eastern District Of Pennsylvania
United States Courthouse
Independence Mall West
601 Market Street
Philadelphia, PA 19106-1797

*Chambers of
James T. Giles
Chief Judge*

*Michael E. Kunz
Clerk of Court*

*Clerk's Office
Room 2609
Telephone
(215)597-7704*

NOTICE OF RIGHT TO CONSENT TO EXERCISE OF JURISDICTION
BY A UNITED STATES MAGISTRATE JUDGE

The district judges of this Court have found that the United States magistrate judges are experienced judicial officers who have regularly handled the disposition of hundreds of civil cases through motions and trials and are fully qualified to try any civil cases arising before this Court.

In accordance with the provisions of 28 U.S.C. §636(c), you are hereby notified that pursuant to Local Rules 72.1(h), the United States magistrate judges of this district, in addition to their other duties, may, upon the consent of all the parties in a civil case, conduct any or all proceedings in a civil case, including a jury or non-jury trial, and order the entry of a final judgement. Appropriate consent forms for this purpose are available from the clerk of court.

Your decision to consent, or not to consent, to the referral of your case to a United States magistrate judge for disposition is entirely voluntary and should be communicated solely to the clerk of the district court. Only if all the parties in the case consent to the reference to a magistrate judge will either the judge or magistrate judge be informed of your decision. **If you decide to consent, your case will receive a date certain for trial.**

No action eligible for arbitration will be referred by consent of the parties until the arbitration has been concluded and trial *de novo* demanded pursuant to Local Rules 53.2, Paragraph 7. The Court may, for good cause shown, or on its own motion, or under extraordinary circumstances shown by any party, vacate a reference of a civil matter to a magistrate judge.

When a case is referred to a magistrate judge for all further proceedings, including the entry of final judgement, the final judgement shall be appealed directly to the Court of Appeals for the Third Circuit in the same manner as an appeal from any other judgement of a district court.

Nothing herein shall be construed to be a limitation of any party's right to seek review by the Supreme Court of the United States.

JAMES T. GILES
CHIEF JUDGE

MICHAEL E. KUNZ
CLERK OF COURT

United States District Court
Eastern District Of Pennsylvania
United States Courthouse
Independence Mall West
601 Market Street
Philadelphia, PA 19106-1797

*Chambers of
James T. Giles
Chief Judge*

*Michael E. Kunz
Clerk of Court*

*Clerk's Office
Room 2609
Telephone
(215)597-7704*

NOTICE OF RIGHT TO CONSENT TO EXERCISE OF JURISDICTION
BY A UNITED STATES MAGISTRATE JUDGE

The district judges of this Court have found that the United States magistrate judges are experienced judicial officers who have regularly handled the disposition of hundreds of civil cases through motions and trials and are fully qualified to try any civil cases arising before this Court.

In accordance with the provisions of 28 U.S.C. §636(c), you are hereby notified that pursuant to Local Rules 72.1(h), the United States magistrate judges of this district, in addition to their other duties, may, upon the consent of all the parties in a civil case, conduct any or all proceedings in a civil case, including a jury or non-jury trial, and order the entry of a final judgement. Appropriate consent forms for this purpose are available from the clerk of court.

Your decision to consent, or not to consent, to the referral of your case to a United States magistrate judge for disposition is entirely voluntary and should be communicated solely to the clerk of the district court. Only if all the parties in the case consent to the reference to a magistrate judge will either the judge or magistrate judge be informed of your decision. **If you decide to consent, your case will receive a date certain for trial.**

No action eligible for arbitration will be referred by consent of the parties until the arbitration has been concluded and trial *de novo* demanded pursuant to Local Rules 53.2, Paragraph 7. The Court may, for good cause shown, or on its own motion, or under extraordinary circumstances shown by any party, vacate a reference of a civil matter to a magistrate judge.

When a case is referred to a magistrate judge for all further proceedings, including the entry of final judgement, the final judgement shall be appealed directly to the Court of Appeals for the Third Circuit in the same manner as an appeal from any other judgement of a district court.

Nothing herein shall be construed to be a limitation of any party's right to seek review by the Supreme Court of the United States.

JAMES T. GILES
CHIEF JUDGE

MICHAEL E. KUNZ
CLERK OF COURT

United States District Court
Eastern District Of Pennsylvania
United States Courthouse
Independence Mall West
601 Market Street
Philadelphia, PA 19106-1797

*Chambers of
James T. Giles
Chief Judge*

*Michael E. Kunz
Clerk of Court*

*Clerk's Office
Room 2609
Telephone
(215)597-7704*

NOTICE OF RIGHT TO CONSENT TO EXERCISE OF JURISDICTION
BY A UNITED STATES MAGISTRATE JUDGE

The district judges of this Court have found that the United States magistrate judges are experienced judicial officers who have regularly handled the disposition of hundreds of civil cases through motions and trials and are fully qualified to try any civil cases arising before this Court.

In accordance with the provisions of 28 U.S.C. §636(c), you are hereby notified that pursuant to Local Rules 72.1(h), the United States magistrate judges of this district, in addition to their other duties, may, upon the consent of all the parties in a civil case, conduct any or all proceedings in a civil case, including a jury or non-jury trial, and order the entry of a final judgement. Appropriate consent forms for this purpose are available from the clerk of court.

Your decision to consent, or not to consent, to the referral of your case to a United States magistrate judge for disposition is entirely voluntary and should be communicated solely to the clerk of the district court. Only if all the parties in the case consent to the reference to a magistrate judge will either the judge or magistrate judge be informed of your decision. **If you decide to consent, your case will receive a date certain for trial.**

No action eligible for arbitration will be referred by consent of the parties until the arbitration has been concluded and trial *de novo* demanded pursuant to Local Rules 53.2, Paragraph 7. The Court may, for good cause shown, or on its own motion, or under extraordinary circumstances shown by any party, vacate a reference of a civil matter to a magistrate judge.

When a case is referred to a magistrate judge for all further proceedings, including the entry of final judgement, the final judgement shall be appealed directly to the Court of Appeals for the Third Circuit in the same manner as an appeal from any other judgement of a district court.

Nothing herein shall be construed to be a limitation of any party's right to seek review by the Supreme Court of the United States.

JAMES T. GILES
CHIEF JUDGE

MICHAEL E. KUNZ
CLERK OF COURT

SUMMONS IN A CIVIL ACTION

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JOHN W. BACON, III

v.

ALISON OVERSETH, SENATOR CHRIS HARRIS, DR.
GEORGE BELLER, DR. ROSEMARIE ROBERTSON, MR.
JOSEPH CASTLE, THE HON. DEAN TRAFELET AND THE
HON. RICHARD COHEN, INDIVIDUALLY AND IN THEIR
CAPACITIES AS TRUSTEES OF THE WYETH
SETTLEMENT TRUST, THE WYETH SETTLEMENT TRUST
FORMERLY KNOWN AS THE AMERICAN HOME
PRODUCTS SETTLEMENT TRUST, RICHARD L. SCHEFF,
ESQ. AND MONTGOMERY MCCrackEN WALKER &
RHODES LLP

CIVIL ACTION NO. 04-1388

TO: (NAME AND ADDRESS OF
DEFENDANT)

YOU ARE HEREBY SUMMONED and required to serve upon

Plaintiff's Attorney (Name and Address)

W. STEVEN BERMAN, ESQ.
TWO PENN CENTER
SUITE 200
PHILADELPHIA, PA. 19102

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

Michael E. Kunz, Clerk of Court

Date: MARCH 31, 2004

(By) Deputy Clerk


STEPHEN SONNIE

SUMMONS IN A CIVIL ACTION

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JOHN W. BACON, III

CIVIL ACTION NO. 04-1388

v.

TO: (NAME AND ADDRESS OF DEFENDANT)

ALISON OVERSETH, SENATOR CHRIS HARRIS, DR. GEORGE BELLER, DR. ROSEMARIE ROBERTSON, MR. JOSEPH CASTLE, THE HON. DEAN TRAFELET AND THE HON. RICHARD COHEN, INDIVIDUALLY AND IN THEIR CAPACITIES AS TRUSTEES OF THE WYETH SETTLEMENT TRUST, THE WYETH SETTLEMENT TRUST FORMERLY KNOWN AS THE AMERICAN HOME PRODUCTS SETTLEMENT TRUST, RICHARD L. SCHEFF, ESQ. AND MONTGOMERY MCCRACKEN WALKER & RHODES LLP

YOU ARE HEREBY SUMMONED and required to serve upon

Plaintiff's Attorney (Name and Address)

W. STEVEN BERMAN, ESQ.
TWO PENN CENTER
SUITE 200
PHILADELPHIA, PA. 19102

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

Michael E. Kunz, Clerk of Court

Date: MARCH 31, 2004

(By) Deputy Clerk


STEPHEN SONNIE

SUMMONS IN A CIVIL ACTION

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JOHN W. BACON, III

v.

ALISON OVERSETH, SENATOR CHRIS HARRIS, DR.
GEORGE BELLER, DR. ROSEMARIE ROBERTSON, MR.
JOSEPH CASTLE, THE HON. DEAN TRAFELET AND THE
HON. RICHARD COHEN, INDIVIDUALLY AND IN THEIR
CAPACITIES AS TRUSTEES OF THE WYETH
SETTLEMENT TRUST, THE WYETH SETTLEMENT TRUST
FORMERLY KNOWN AS THE AMERICAN HOME
PRODUCTS SETTLEMENT TRUST, RICHARD L. SCHEFF,
ESQ. AND MONTGOMERY MCCRACKEN WALKER &
RHODES LLP

CIVIL ACTION NO. 04-1388

TO: (NAME AND ADDRESS OF
DEFENDANT)

YOU ARE HEREBY SUMMONED and required to serve upon

Plaintiff's Attorney (Name and Address)

W. STEVEN BERMAN, ESQ.
TWO PENN CENTER
SUITE 200
PHILADELPHIA, PA. 19102

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

Michael E. Kunz, Clerk of Court

Date: MARCH 31, 2004

(By) Deputy Clerk


STEPHEN CONNIE

SUMMONS IN A CIVIL ACTION

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JOHN W. BACON, III

CIVIL ACTION NO. 04-1388

v.

TO: (NAME AND ADDRESS OF DEFENDANT)

ALISON OVERSETH, SENATOR CHRIS HARRIS, DR. GEORGE BELLER, DR. ROSEMARIE ROBERTSON, MR. JOSEPH CASTLE, THE HON. DEAN TRAFELET AND THE HON. RICHARD COHEN, INDIVIDUALLY AND IN THEIR CAPACITIES AS TRUSTEES OF THE WYETH SETTLEMENT TRUST, THE WYETH SETTLEMENT TRUST FORMERLY KNOWN AS THE AMERICAN HOME PRODUCTS SETTLEMENT TRUST, RICHARD L. SCHEFF, ESQ. AND MONTGOMERY MCCRACKEN WALKER & RHODES LLP

YOU ARE HEREBY SUMMONED and required to serve upon

Plaintiff's Attorney (Name and Address)

W. STEVEN BERMAN, ESQ.
TWO PENN CENTER
SUITE 200
PHILADELPHIA, PA. 19102

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

Michael E. Kunz, Clerk of Court

Date: MARCH 31, 2004

(By) Deputy Clerk


STEPHEN SONNIE

SUMMONS IN A CIVIL ACTION

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JOHN W. BACON, III

v.

ALISON OVERSETH, SENATOR CHRIS HARRIS, DR.
GEORGE BELLER, DR. ROSEMARIE ROBERTSON, MR.
JOSEPH CASTLE, THE HON. DEAN TRAFELET AND THE
HON. RICHARD COHEN, INDIVIDUALLY AND IN THEIR
CAPACITIES AS TRUSTEES OF THE WYETH
SETTLEMENT TRUST, THE WYETH SETTLEMENT TRUST
FORMERLY KNOWN AS THE AMERICAN HOME
PRODUCTS SETTLEMENT TRUST, RICHARD L. SCHEFF,
ESQ. AND MONTGOMERY MCCRACKEN WALKER &
RHODES LLP

CIVIL ACTION NO. 04-1388

TO: (NAME AND ADDRESS OF
DEFENDANT)

YOU ARE HEREBY SUMMONED and required to serve upon

Plaintiff's Attorney (Name and Address)

W. STEVEN BERMAN, ESQ.
TWO PENN CENTER
SUITE 200
PHILADELPHIA, PA. 19102

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

Michael E. Kunz, Clerk of Court

Date: MARCH 31, 2004

(By) Deputy Clerk


STEPHEN SONNIE

SUMMONS IN A CIVIL ACTION

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JOHN W. BACON, III

CIVIL ACTION NO. 04-1388

v.

TO: (NAME AND ADDRESS OF DEFENDANT)

ALISON OVERSETH, SENATOR CHRIS HARRIS, DR. GEORGE BELLER, DR. ROSEMARIE ROBERTSON, MR. JOSEPH CASTLE, THE HON. DEAN TRAFELET AND THE HON. RICHARD COHEN, INDIVIDUALLY AND IN THEIR CAPACITIES AS TRUSTEES OF THE WYETH SETTLEMENT TRUST, THE WYETH SETTLEMENT TRUST FORMERLY KNOWN AS THE AMERICAN HOME PRODUCTS SETTLEMENT TRUST, RICHARD L. SCHEFF, ESQ. AND MONTGOMERY MCCrackEN WALKER & RHODES LLP

YOU ARE HEREBY SUMMONED and required to serve upon

Plaintiff's Attorney (Name and Address)

W. STEVEN BERMAN, ESQ.
TWO PENN CENTER
SUITE 200
PHILADELPHIA, PA. 19102

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

Michael E. Kunz, Clerk of Court

Date: MARCH 31, 2004

(By) Deputy Clerk


STEPHEN BONNIE

SUMMONS IN A CIVIL ACTION

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JOHN W. BACON, III

v.

ALISON OVERSETH, SENATOR CHRIS HARRIS, DR.
GEORGE BELLER, DR. ROSEMARIE ROBERTSON, MR.
JOSEPH CASTLE, THE HON. DEAN TRAFELET AND THE
HON. RICHARD COHEN, INDIVIDUALLY AND IN THEIR
CAPACITIES AS TRUSTEES OF THE WYETH
SETTLEMENT TRUST, THE WYETH SETTLEMENT TRUST
FORMERLY KNOWN AS THE AMERICAN HOME
PRODUCTS SETTLEMENT TRUST, RICHARD L. SCHEFF,
ESQ. AND MONTGOMERY MCCRACKEN WALKER &
RHODES LLP

CIVIL ACTION NO. 04-1388

TO: (NAME AND ADDRESS OF
DEFENDANT)

YOU ARE HEREBY SUMMONED and required to serve upon

Plaintiff's Attorney (Name and Address)

W. STEVEN BERMAN, ESQ.
TWO PENN CENTER
SUITE 200
PHILADELPHIA, PA. 19102

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

Michael E. Kunz, Clerk of Court

Date: MARCH 31, 2004

(By) Deputy Clerk

STEPHEN SONNIE

SUMMONS IN A CIVIL ACTION

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JOHN W. BACON, III

v.

ALISON OVERSETH, SENATOR CHRIS HARRIS, DR.
GEORGE BELLER, DR. ROSEMARIE ROBERTSON, MR.
JOSEPH CASTLE, THE HON. DEAN TRAFELET AND THE
HON. RICHARD COHEN, INDIVIDUALLY AND IN THEIR
CAPACITIES AS TRUSTEES OF THE WYETH
SETTLEMENT TRUST, THE WYETH SETTLEMENT TRUST
FORMERLY KNOWN AS THE AMERICAN HOME
PRODUCTS SETTLEMENT TRUST, RICHARD L. SCHEFF,
ESQ. AND MONTGOMERY MCCRACKEN WALKER &
RHODES LLP

CIVIL ACTION NO. 04-1388

TO: (NAME AND ADDRESS OF
DEFENDANT)

YOU ARE HEREBY SUMMONED and required to serve upon

Plaintiff's Attorney (Name and Address)

W. STEVEN BERMAN, ESQ.
TWO PENN CENTER
SUITE 200
PHILADELPHIA, PA. 19102

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

Michael E. Kunz, Clerk of Court

Date: MARCH 31, 2004

(By) Deputy Clerk


STEPHEN SONNIE

SUMMONS IN A CIVIL ACTION

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JOHN W. BACON, III

v.

ALISON OVERSETH, SENATOR CHRIS HARRIS, DR.
GEORGE BELLER, DR. ROSEMARIE ROBERTSON, MR.
JOSEPH CASTLE, THE HON. DEAN TRAFELET AND THE
HON. RICHARD COHEN, INDIVIDUALLY AND IN THEIR
CAPACITIES AS TRUSTEES OF THE WYETH
SETTLEMENT TRUST, THE WYETH SETTLEMENT TRUST
FORMERLY KNOWN AS THE AMERICAN HOME
PRODUCTS SETTLEMENT TRUST, RICHARD L. SCHEFF,
ESQ. AND MONTGOMERY MCCRACKEN WALKER &
RHODES LLP

CIVIL ACTION NO. 04-1388

TO: (NAME AND ADDRESS OF
DEFENDANT)

YOU ARE HEREBY SUMMONED and required to serve upon

Plaintiff's Attorney (Name and Address)

W. STEVEN BERMAN, ESQ.
TWO PENN CENTER
SUITE 200
PHILADELPHIA, PA. 19102

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

Michael E. Kunz, Clerk of Court

Date: MARCH 31, 2004

(By) Deputy Clerk


STEPHEN SONNE

SUMMONS IN A CIVIL ACTION

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JOHN W. BACON, III

v.

ALISON OVERSETH, SENATOR CHRIS HARRIS, DR. GEORGE BELLER, DR. ROSEMARIE ROBERTSON, MR. JOSEPH CASTLE, THE HON. DEAN TRAFELET AND THE HON. RICHARD COHEN, INDIVIDUALLY AND IN THEIR CAPACITIES AS TRUSTEES OF THE WYETH SETTLEMENT TRUST, THE WYETH SETTLEMENT TRUST FORMERLY KNOWN AS THE AMERICAN HOME PRODUCTS SETTLEMENT TRUST, RICHARD L. SCHEFF, ESQ. AND MONTGOMERY MCCrackEN WALKER & RHODES LLP

CIVIL ACTION NO. 04-1388

TO: (NAME AND ADDRESS OF DEFENDANT)

YOU ARE HEREBY SUMMONED and required to serve upon

Plaintiff's Attorney (Name and Address)

W. STEVEN BERMAN, ESQ.
TWO PENN CENTER
SUITE 200
PHILADELPHIA, PA. 19102

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

Michael E. Kunz, Clerk of Court

Date: MARCH 31, 2004

(By) Deputy Clerk


STEPHEN SONNIE

United States District Court
Eastern District Of Pennsylvania
United States Courthouse
Independence Mall West
601 Market Street
Philadelphia, PA 19106-1797

*Chambers of
James T. Giles
Chief Judge*

*Michael E. Kunz
Clerk of Court*

*Clerk's Office
Room 2609
Telephone
(215)597-7704*

NOTICE OF RIGHT TO CONSENT TO EXERCISE OF JURISDICTION
BY A UNITED STATES MAGISTRATE JUDGE

The district judges of this Court have found that the United States magistrate judges are experienced judicial officers who have regularly handled the disposition of hundreds of civil cases through motions and trials and are fully qualified to try any civil cases arising before this Court.

In accordance with the provisions of 28 U.S.C. §636(c), you are hereby notified that pursuant to Local Rules 72.1(h), the United States magistrate judges of this district, in addition to their other duties, may, upon the consent of all the parties in a civil case, conduct any or all proceedings in a civil case, including a jury or non-jury trial, and order the entry of a final judgement. Appropriate consent forms for this purpose are available from the clerk of court.

Your decision to consent, or not to consent, to the referral of your case to a United States magistrate judge for disposition is entirely voluntary and should be communicated solely to the clerk of the district court. Only if all the parties in the case consent to the reference to a magistrate judge will either the judge or magistrate judge be informed of your decision. **If you decide to consent, your case will receive a date certain for trial.**

No action eligible for arbitration will be referred by consent of the parties until the arbitration has been concluded and trial *de novo* demanded pursuant to Local Rules 53.2, Paragraph 7. The Court may, for good cause shown, or on its own motion, or under extraordinary circumstances shown by any party, vacate a reference of a civil matter to a magistrate judge.

When a case is referred to a magistrate judge for all further proceedings, including the entry of final judgement, the final judgement shall be appealed directly to the Court of Appeals for the Third Circuit in the same manner as an appeal from any other judgement of a district court.

Nothing herein shall be construed to be a limitation of any party's right to seek review by the Supreme Court of the United States.

JAMES T. GILES
CHIEF JUDGE

MICHAEL E. KUNZ
CLERK OF COURT

United States District Court
Eastern District Of Pennsylvania
United States Courthouse
Independence Mall West
601 Market Street
Philadelphia, PA 19106-1797

*Chambers of
James T. Giles
Chief Judge*

*Michael E. Kunz
Clerk of Court*

*Clerk's Office
Room 2609
Telephone
(215)597-7704*

NOTICE OF RIGHT TO CONSENT TO EXERCISE OF JURISDICTION
BY A UNITED STATES MAGISTRATE JUDGE

The district judges of this Court have found that the United States magistrate judges are experienced judicial officers who have regularly handled the disposition of hundreds of civil cases through motions and trials and are fully qualified to try any civil cases arising before this Court.

In accordance with the provisions of 28 U.S.C. §636(c), you are hereby notified that pursuant to Local Rules 72.1(h), the United States magistrate judges of this district, in addition to their other duties, may, upon the consent of all the parties in a civil case, conduct any or all proceedings in a civil case, including a jury or non-jury trial, and order the entry of a final judgement. Appropriate consent forms for this purpose are available from the clerk of court.

Your decision to consent, or not to consent, to the referral of your case to a United States magistrate judge for disposition is entirely voluntary and should be communicated solely to the clerk of the district court. Only if all the parties in the case consent to the reference to a magistrate judge will either the judge or magistrate judge be informed of your decision. **If you decide to consent, your case will receive a date certain for trial.**

No action eligible for arbitration will be referred by consent of the parties until the arbitration has been concluded and trial *de novo* demanded pursuant to Local Rules 53.2, Paragraph 7. The Court may, for good cause shown, or on its own motion, or under extraordinary circumstances shown by any party, vacate a reference of a civil matter to a magistrate judge.

When a case is referred to a magistrate judge for all further proceedings, including the entry of final judgement, the final judgement shall be appealed directly to the Court of Appeals for the Third Circuit in the same manner as an appeal from any other judgement of a district court.

Nothing herein shall be construed to be a limitation of any party's right to seek review by the Supreme Court of the United States.

JAMES T. GILES
CHIEF JUDGE

MICHAEL E. KUNZ
CLERK OF COURT

United States District Court
Eastern District Of Pennsylvania
United States Courthouse
Independence Mall West
601 Market Street
Philadelphia, PA 19106-1797

*Chambers of
James T. Giles
Chief Judge*

*Michael E. Kunz
Clerk of Court*

*Clerk's Office
Room 2609
Telephone
(215)597-7704*

NOTICE OF RIGHT TO CONSENT TO EXERCISE OF JURISDICTION
BY A UNITED STATES MAGISTRATE JUDGE

The district judges of this Court have found that the United States magistrate judges are experienced judicial officers who have regularly handled the disposition of hundreds of civil cases through motions and trials and are fully qualified to try any civil cases arising before this Court.

In accordance with the provisions of 28 U.S.C. §636(c), you are hereby notified that pursuant to Local Rules 72.1(h), the United States magistrate judges of this district, in addition to their other duties, may, upon the consent of all the parties in a civil case, conduct any or all proceedings in a civil case, including a jury or non-jury trial, and order the entry of a final judgement. Appropriate consent forms for this purpose are available from the clerk of court.

Your decision to consent, or not to consent, to the referral of your case to a United States magistrate judge for disposition is entirely voluntary and should be communicated solely to the clerk of the district court. Only if all the parties in the case consent to the reference to a magistrate judge will either the judge or magistrate judge be informed of your decision. **If you decide to consent, your case will receive a date certain for trial.**

No action eligible for arbitration will be referred by consent of the parties until the arbitration has been concluded and trial *de novo* demanded pursuant to Local Rules 53.2, Paragraph 7. The Court may, for good cause shown, or on its own motion, or under extraordinary circumstances shown by any party, vacate a reference of a civil matter to a magistrate judge.

When a case is referred to a magistrate judge for all further proceedings, including the entry of final judgement, the final judgement shall be appealed directly to the Court of Appeals for the Third Circuit in the same manner as an appeal from any other judgement of a district court.

Nothing herein shall be construed to be a limitation of any party's right to seek review by the Supreme Court of the United States.

JAMES T. GILES
CHIEF JUDGE

MICHAEL E. KUNZ
CLERK OF COURT

United States District Court
Eastern District Of Pennsylvania
United States Courthouse
Independence Mall West
601 Market Street
Philadelphia, PA 19106-1797

*Chambers of
James T. Giles
Chief Judge*

*Michael E. Kunz
Clerk of Court*

*Clerk's Office
Room 2609
Telephone
(215)597-7704*

NOTICE OF RIGHT TO CONSENT TO EXERCISE OF JURISDICTION
BY A UNITED STATES MAGISTRATE JUDGE

The district judges of this Court have found that the United States magistrate judges are experienced judicial officers who have regularly handled the disposition of hundreds of civil cases through motions and trials and are fully qualified to try any civil cases arising before this Court.

In accordance with the provisions of 28 U.S.C. §636(c), you are hereby notified that pursuant to Local Rules 72.1(h), the United States magistrate judges of this district, in addition to their other duties, may, upon the consent of all the parties in a civil case, conduct any or all proceedings in a civil case, including a jury or non-jury trial, and order the entry of a final judgement. Appropriate consent forms for this purpose are available from the clerk of court.

Your decision to consent, or not to consent, to the referral of your case to a United States magistrate judge for disposition is entirely voluntary and should be communicated solely to the clerk of the district court. Only if all the parties in the case consent to the reference to a magistrate judge will either the judge or magistrate judge be informed of your decision. **If you decide to consent, your case will receive a date certain for trial.**

No action eligible for arbitration will be referred by consent of the parties until the arbitration has been concluded and trial *de novo* demanded pursuant to Local Rules 53.2, Paragraph 7. The Court may, for good cause shown, or on its own motion, or under extraordinary circumstances shown by any party, vacate a reference of a civil matter to a magistrate judge.

When a case is referred to a magistrate judge for all further proceedings, including the entry of final judgement, the final judgement shall be appealed directly to the Court of Appeals for the Third Circuit in the same manner as an appeal from any other judgement of a district court.

Nothing herein shall be construed to be a limitation of any party's right to seek review by the Supreme Court of the United States.

JAMES T. GILES
CHIEF JUDGE

MICHAEL E. KUNZ
CLERK OF COURT

United States District Court
Eastern District Of Pennsylvania
United States Courthouse
Independence Mall West
601 Market Street
Philadelphia, PA 19106-1797

*Chambers of
James T. Giles
Chief Judge*

*Michael E. Kunz
Clerk of Court*

*Clerk's Office
Room 2609
Telephone
(215)597-7704*

NOTICE OF RIGHT TO CONSENT TO EXERCISE OF JURISDICTION
BY A UNITED STATES MAGISTRATE JUDGE

The district judges of this Court have found that the United States magistrate judges are experienced judicial officers who have regularly handled the disposition of hundreds of civil cases through motions and trials and are fully qualified to try any civil cases arising before this Court.

In accordance with the provisions of 28 U.S.C. §636(c), you are hereby notified that pursuant to Local Rules 72.1(h), the United States magistrate judges of this district, in addition to their other duties, may, upon the consent of all the parties in a civil case, conduct any or all proceedings in a civil case, including a jury or non-jury trial, and order the entry of a final judgement. Appropriate consent forms for this purpose are available from the clerk of court.

Your decision to consent, or not to consent, to the referral of your case to a United States magistrate judge for disposition is entirely voluntary and should be communicated solely to the clerk of the district court. Only if all the parties in the case consent to the reference to a magistrate judge will either the judge or magistrate judge be informed of your decision. **If you decide to consent, your case will receive a date certain for trial.**

No action eligible for arbitration will be referred by consent of the parties until the arbitration has been concluded and trial *de novo* demanded pursuant to Local Rules 53.2, Paragraph 7. The Court may, for good cause shown, or on its own motion, or under extraordinary circumstances shown by any party, vacate a reference of a civil matter to a magistrate judge.

When a case is referred to a magistrate judge for all further proceedings, including the entry of final judgement, the final judgement shall be appealed directly to the Court of Appeals for the Third Circuit in the same manner as an appeal from any other judgement of a district court.

Nothing herein shall be construed to be a limitation of any party's right to seek review by the Supreme Court of the United States.

JAMES T. GILES
CHIEF JUDGE

MICHAEL E. KUNZ
CLERK OF COURT

United States District Court
Eastern District Of Pennsylvania
United States Courthouse
Independence Mall West
601 Market Street
Philadelphia, PA 19106-1797

*Chambers of
James T. Giles
Chief Judge*

*Michael E. Kunz
Clerk of Court*

*Clerk's Office
Room 2609
Telephone
(215)597-7704*

NOTICE OF RIGHT TO CONSENT TO EXERCISE OF JURISDICTION
BY A UNITED STATES MAGISTRATE JUDGE

The district judges of this Court have found that the United States magistrate judges are experienced judicial officers who have regularly handled the disposition of hundreds of civil cases through motions and trials and are fully qualified to try any civil cases arising before this Court.

In accordance with the provisions of 28 U.S.C. §636(c), you are hereby notified that pursuant to Local Rules 72.1(h), the United States magistrate judges of this district, in addition to their other duties, may, upon the consent of all the parties in a civil case, conduct any or all proceedings in a civil case, including a jury or non-jury trial, and order the entry of a final judgement. Appropriate consent forms for this purpose are available from the clerk of court.

Your decision to consent, or not to consent, to the referral of your case to a United States magistrate judge for disposition is entirely voluntary and should be communicated solely to the clerk of the district court. Only if all the parties in the case consent to the reference to a magistrate judge will either the judge or magistrate judge be informed of your decision. **If you decide to consent, your case will receive a date certain for trial.**

No action eligible for arbitration will be referred by consent of the parties until the arbitration has been concluded and trial *de novo* demanded pursuant to Local Rules 53.2, Paragraph 7. The Court may, for good cause shown, or on its own motion, or under extraordinary circumstances shown by any party, vacate a reference of a civil matter to a magistrate judge.

When a case is referred to a magistrate judge for all further proceedings, including the entry of final judgement, the final judgement shall be appealed directly to the Court of Appeals for the Third Circuit in the same manner as an appeal from any other judgement of a district court.

Nothing herein shall be construed to be a limitation of any party's right to seek review by the Supreme Court of the United States.

JAMES T. GILES
CHIEF JUDGE

MICHAEL E. KUNZ
CLERK OF COURT

United States District Court
Eastern District Of Pennsylvania
United States Courthouse
Independence Mall West
601 Market Street
Philadelphia, PA 19106-1797

*Chambers of
James T. Giles
Chief Judge*

*Michael E. Kunz
Clerk of Court*

*Clerk's Office
Room 2609
Telephone
(215)597-7704*

NOTICE OF RIGHT TO CONSENT TO EXERCISE OF JURISDICTION
BY A UNITED STATES MAGISTRATE JUDGE

The district judges of this Court have found that the United States magistrate judges are experienced judicial officers who have regularly handled the disposition of hundreds of civil cases through motions and trials and are fully qualified to try any civil cases arising before this Court.

In accordance with the provisions of 28 U.S.C. §636(c), you are hereby notified that pursuant to Local Rules 72.1(h), the United States magistrate judges of this district, in addition to their other duties, may, upon the consent of all the parties in a civil case, conduct any or all proceedings in a civil case, including a jury or non-jury trial, and order the entry of a final judgement. Appropriate consent forms for this purpose are available from the clerk of court.

Your decision to consent, or not to consent, to the referral of your case to a United States magistrate judge for disposition is entirely voluntary and should be communicated solely to the clerk of the district court. Only if all the parties in the case consent to the reference to a magistrate judge will either the judge or magistrate judge be informed of your decision. **If you decide to consent, your case will receive a date certain for trial.**

No action eligible for arbitration will be referred by consent of the parties until the arbitration has been concluded and trial *de novo* demanded pursuant to Local Rules 53.2, Paragraph 7. The Court may, for good cause shown, or on its own motion, or under extraordinary circumstances shown by any party, vacate a reference of a civil matter to a magistrate judge.

When a case is referred to a magistrate judge for all further proceedings, including the entry of final judgement, the final judgement shall be appealed directly to the Court of Appeals for the Third Circuit in the same manner as an appeal from any other judgement of a district court.

Nothing herein shall be construed to be a limitation of any party's right to seek review by the Supreme Court of the United States.

JAMES T. GILES
CHIEF JUDGE

MICHAEL E. KUNZ
CLERK OF COURT