

**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 NO. 1203

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THIS DOCUMENT RELATES TO: SHEILA  
BROWN, ET AL. V. AMERICAN HOME  
PRODUCTS CORPORATION

CIVIL ACTION  
No. 99-20593

**SEVENTH AMENDMENT TO THE  
NATIONWIDE CLASS ACTION  
SETTLEMENT AGREEMENT WITH  
AMERICAN HOME PRODUCTS  
CORPORATION**

Dated July 21, 2004

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**TABLE OF EXHIBITS**

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Seventh Amendment Term Sheet	A
Initial Category One Class List	B
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**SEVENTH AMENDMENT TO THE NATIONWIDE CLASS ACTION  
SETTLEMENT AGREEMENT WITH AMERICAN HOME PRODUCTS  
CORPORATION**

WHEREAS on November 18, 1999, the Parties executed the Nationwide Class Action Settlement Agreement with American Home Products Corporation (now Wyeth by corporate name change as of March 11, 2002), arising from the marketing, sale, distribution and use of the diet drugs Pondimin® and Redux™; and

WHEREAS the Nationwide Class Action Settlement Agreement was amended in the First through the Sixth Amendments, with such Amendments approved by the United States District Court for the Eastern District of Pennsylvania; and

WHEREAS counsel for many Class Members committed to support the Seventh Amendment Term Sheet, appended to this Seventh Amendment as Exhibit "A," as of April 29, 2004, as an inducement to Wyeth to enter into this Seventh Amendment, and Class Counsel agreed that the Seventh Amendment Term Sheet was appropriate;

THEREFORE, Class Counsel and Wyeth (the "Parties") agree that the Nationwide Class Action Settlement Agreement with American Home Products Corporation, as previously amended (the "Settlement Agreement"), is further amended by this Seventh Amendment, subject to the conditions, and effective at such time as, set forth below.

**I. DEFINITIONS.**

**A. *Incorporation of Settlement Agreement Definitions and Section References.***

1. When used in the Seventh Amendment, the capitalized terms used in the Settlement Agreement shall have the same meaning as in the Settlement Agreement.

2. References to a "Section" refer to Sections of the Seventh Amendment, unless otherwise specified.

**B. *Additional Defined Terms.*** For purposes of the Seventh Amendment, these capitalized terms shall have these meanings:

1. "Additional Post-FJA Deposit(s)" is defined in Section V.A.4.
2. "Age at First Diagnosis" means the age of the Diet Drug Recipient (whose condition forms the basis of the claim) as of the date that a High Threshold Condition or Low Threshold Condition is first diagnosed.
3. "Alternative Causation Factors" means, for claims seeking Benefits Subject to Medical Review:
  - a. With respect to a Matrix Claim (or any part of a Matrix Claim) based on the aortic valve:
    - (1) Any of the following congenital aortic valve abnormalities: unicuspid, bicuspid or quadricuspid aortic valve, ventricular septal defect associated with aortic regurgitation;
    - (2) Aortic dissection involving the aortic root and/or aortic valve;
    - (3) Aortic sclerosis in people who are  $\geq 60$  years old as of the time they are first diagnosed as FDA Positive;
    - (4) Aortic root dilatation  $> 5.0$  cm;
    - (5) Aortic stenosis with an aortic valve area  $< 1.0$  square centimeter by the Continuity Equation.

- d. with respect to a Matrix Claim (or any part of a Matrix Claim) based on the mitral valve:
- (1) Any of these congenital mitral valve abnormalities: parachute valve, and/or cleft of the mitral valve associated with atrial septal defect;
  - (2) Mitral Valve Prolapse;
  - (3) Chordae tendineae rupture or papillary muscle rupture, or acute myocardial infarction associated with acute mitral regurgitation;
  - (4) Mitral annular calcification;
  - (5) M-Mode and 2-D echocardiographic evidence of rheumatic mitral valves (doming of the anterior leaflet and/or anterior motion of the posterior leaflet and/or commissural fusion); and/or
  - (6) Diagnosis of Mild Mitral Regurgitation and not Moderate Mitral Regurgitation or Severe Mitral Regurgitation by the end of the Screening Period.
- c. With respect to Matrix Claims based in whole or in part on the aortic and/or mitral valve(s): heart valve surgery prior to Diet Drug use on the valve that is the basis of the Matrix Claim (or any part of the Matrix Claim), as determined from a review of the Relevant Echocardiogram.

The presence or absence of the medical conditions contained in this definition of Alternative Causation Factors is to be determined solely by review of the Class Member's echocardiographic evidence. Such factors as age and dates of relevant events may be determined from other information submitted by the Class Member.

4. "Amended and Final Category One Class List" is the final list of Diet Drug Recipients (or their Representative Claimants) who have been determined to be Category One Class Members after the close of the Seventh Amendment Opt-Out/Objection Period.
5. "Attesting Physician" means the physician who signed Part II of the Green Form as part of a Matrix Claim by or on behalf of a Class Member.
6. "Audit" shall mean the medical evaluation of claims by a Trust Auditing Cardiologist pursuant to section VI.E of the Settlement Agreement.
7. "Authorization Application" is defined in Section V.G.
8. "Authorization Order" is defined in Section V.H.
9. "Balance of the Individual Payment Amount" is defined in Section XV.R.3.
10. "Benefits Subject to Medical Review" means those benefits described in Sections VII.A.1-7, which may be payable to Category One Class Members based on the Medical Review process described in Section XV.
11. "Cash/Medical Services Benefit" means the Additional Medical Services or Cash benefit described in section IV.A.1.c and/or section IV.A.2.c of the Settlement Agreement.
12. "Category One" is defined in Section III.A.1.
13. "Category One Class Member(s)" means Class Members who meet the criteria for inclusion in Category One.
14. "Category Two" is defined in Section III.A.2.

15. "Category Two Class Member(s)" means Class Members who meet the criteria for inclusion in Category Two, as defined in Sections III.A.2.a-g.
16. "Category Two Election Amount" means an amount equal to \$2,000 multiplied by the number of Diet Drug Recipients (or Representative Claimants) identified on the Category Two Election Certification. In the event that more than 6,400 Diet Drug Recipients (or Representative Claimants) are identified on the Category Two Election Certification, then the Category Two Election Amount shall include an additional amount computed by multiplying \$5,500 times the number of Diet Drug Recipients (or Representative Claimants) identified on the Category Two Election Certification and then subtracting \$35,000,000 from the product of such multiplication.
17. "Category Two Election Certification" is defined in Section VII.C.3.
18. "Category Two Election Form" is defined in Section VII.C.2.
19. "Category Two Payment" means the \$2,000 payment to eligible Category Two Class Members as set forth in Section VIII.A.1.
20. "Category Two Payment List" is defined in Section VIII.B.1.
21. "Common Benefit Percentage" means the percentage, if any, determined by the Court on a preliminary basis (to facilitate distribution of the Individual Payment Amounts without awaiting full adjudication of any fee application or dispute) or final basis before final distribution pursuant to Section XV.R, of the Individual Payment Amounts payable to Category One Class Members who are entitled to receive Benefits Subject to Medical Review:
  - a. Which the Court determines should be allocated and/or paid as common benefit fees to attorneys for professional

services that are found by the Court to be of “common benefit” to Category One Class Members; and

b. Which may represent an allocable share of or reimbursement to the Fund B Attorneys’ Fees Account, a percentage of the Supplemental Class Settlement Fund, or both, as determined by the Court in accordance with applicable law.

22. “Common Benefit Percentage Amount” is defined in Section XV.R.1.

23. “Eligibility List” is defined in Section IX.D.

24. “Enforcement Actions” means civil actions by the Trust, Wyeth, their successors and/or assigns, against any person or entity, including, without limitation, Attesting Physicians, claimants’ attorneys, and Class Members, to recover benefits, including, without limitation, Matrix Compensation Benefits paid by the Trust on or before the Execution Date and/or on a Pre-Stay Payable PADL, costs of administration and investigation, and any compensatory and/or punitive damages with respect to the payment and/or processing of Matrix Compensation Benefits paid by the Trust on or before the Execution Date and/or with respect to any Pre-Stay Payable PADL claims made to and/or processed by the Trust. Use of evidence regarding Matrix Compensation Benefits paid by the Trust on or before the Execution Date and/or on a Pre-Stay Payable PADL in any action or proceeding other than an Enforcement Action shall not be considered as within this definition of Enforcement Actions. Actions that are based on or arise from (i) claims submitted by Class Members who have exercised a Seventh Amendment Opt-Out; (ii) claims for Seventh Amendment Matrix Compensation Benefits; and (iii) Supplemental Claims do not constitute Enforcement Actions as defined in this Seventh Amendment. Without limiting the generality of the foregoing, Enforcement Actions include the

civil actions entitled *AHP Settlement Trust v. Linda Crouse, M.D., et al.*, Civil Action No. 03-5252 (E.D. Pa.), and *AHP Settlement Trust v. Richard L. Mueller, M.D.*, Civil Action No. 03-6163 (E.D. Pa.).

25. "Escrow Agent" is defined in Section IV.B.
26. "Examining Physician" means a Board-Certified Cardiologist, a Board-Certified Cardiothoracic Surgeon, or a Qualified Physician, who (i) has treated the Diet Drug Recipient for any of the conditions that form the basis of the Matrix Claim or (ii) demonstrates to the Trust the same familiarity with the Diet Drug Recipient's medical condition, and applying normal clinical practice standards, as a physician who has treated the Diet Drug Recipient for any of the conditions that form the basis of the Matrix Claim.
27. "Execution Date" means July 21, 2004.
28. "Final Judicial Approval of the Seventh Amendment" refers to the approval of the Seventh Amendment by the Court and such approval becoming final by the exhaustion of all appeals (including petitions for writ of certiorari to the United States Supreme Court), if any, without substantial modification of the order or orders granting such approval. Final Judicial Approval of the Seventh Amendment shall be deemed not to have been obtained if Trial Court Approval of the Seventh Amendment is denied and the period for appealing such denial has expired without any such appeal having been taken.
29. "Fund Administrator" means the person appointed by the Court to process benefit claims by Category One Class Members under the Seventh Amendment, as defined in Section IV.A.
30. "High Matrix Level Qualifying Factors" is defined as the original requirements of section IV.B.2.c(3), (4) and (5) of the

Settlement Agreement, except as modified and/or claimed as follows:

- a. With respect to any claim for Matrix Level III, IV, or V benefits that is based, in whole or in part, on surgery to repair or replace the aortic and/or mitral valve(s), "High Matrix Level Qualifying Factors" means that the Diet Drug Recipient actually had surgery to repair or replace the valve or valves that were found to have FDA Positive regurgitation or Mild Mitral Regurgitation before the end of the Screening Period and that is/are the basis of the claim.
- b. With respect to any claim for Matrix Level IV or V benefits that is based, in whole or in part, on ineligibility due to medical reasons for surgery to repair or replace the aortic and/or mitral valve(s), "High Matrix Level Qualifying Factors" means that the Diet Drug Recipient had ACC/AHA Class I indications for surgery as described in the Settlement Agreement, but was ineligible for surgery due to medical reasons (other than acute conditions that merely require a postponement of surgery), as documented contemporaneously in the Diet Drug Recipient's medical records by the attending Board-Certified Cardiothoracic Surgeon or Board-Certified Cardiologist and certified to under penalty of perjury by an Examining Physician. The valve or valves that is/are the basis for the Matrix Level IV or V claim must have been found to have FDA Positive regurgitation or Mild Mitral Regurgitation before the end of the Screening Period.
- c. "High Matrix Level Qualifying Factors" do not include the circumstances described in section IV.B.2.c(3)(b) of the Settlement Agreement except to the extent necessary to qualify for Matrix Compensation Benefits at Matrix

LEVEL IV OR MATRIX LEVEL V, AS LIMITED BY SECTION I.B.30.b.

- d. For any claim for Matrix Level III, IV, or V benefits that is based on complications of left atrial enlargement with chronic atrial fibrillation, “High Matrix Level Qualifying Factors” means:
  - (1) Left atrial supero-inferior systolic dimension > 5.3 cm (apical four chamber view) or an abnormal left atrial antero-posterior systolic dimension > 4.0 cm (parasternal long axis view) measured by 2-D directed M-mode or 2-D echocardiography using sites of measurement recommended by the American Society of Echocardiography;
  - (2) Chronic atrial fibrillation; and
  - (3) A statement under penalty of perjury from an Examining Physician, along with contemporaneous medical records, that establish to a reasonable degree of medical certainty and to the reasonable satisfaction of a Trust Auditing Cardiologist, that the Diet Drug Recipient’s left atrial enlargement and chronic atrial fibrillation/flutter were a direct consequence of Moderate Mitral Regurgitation or Severe Mitral Regurgitation.
- e. For any claim on Matrix Level V(c) under section IV.B.2.c(5)(c) of the Settlement Agreement, “High Matrix Level Qualifying Factors” means, in addition to the requirements of section IV.B.2.c(5)(c), that the conditions of the Diet Drug Recipient would have qualified for Matrix Compensation Benefits under Matrix Level I or II as defined in the Settlement Agreement as it existed before the Execution Date,

and/or under the requirements of Matrix Level III, IV, or V, as modified and/or clarified in this Section I.B.30.

- f. For any claim for Matrix Level III, IV, or V benefits, “High Matrix Level Qualifying Factors” means that the Echocardiogram Tape or Disk relied upon by the Class Member to qualify the claim complies with the criteria and requirements for Echocardiograms provided in the Settlement Agreement as it existed before the Execution Date, including the requirements that any copy of the Echocardiogram Tape or Disk:
  - (1) Must be of sufficient quality that a Cardiologist with Level 2 or 3 competency in echocardiography can reliably ascertain the presence or absence of each of the factors that is relevant to the claim; and
  - (2) With respect to any claim based on Mitral Regurgitation, the copy must comply with the requirements set forth in Section XV.B.2.b(2).
  
- g. If a copy of any Echocardiogram Tape or Disk that supports a claim for Seventh Amendment Matrix Compensation Benefits complies with Section I.B.30.f, the existence of those “High Matrix Level Qualifying Factors” that depend on echocardiographic evidence shall be determined in Audit based on such Echocardiogram Tape(s) or Disk(s) without regard to: (i) whether the Echocardiogram Tape or Disk (or any copy thereof) was allegedly obtained without adequate physician supervision; (ii) the identity of the person or entity that performed the Echocardiogram; or (iii) the identity of the attorney(s) representing the claimant; provided, however, that nothing contained in this Section shall prevent the Trust from contesting the validity of any Echocardiogram Tape or Disk where there is substantial evidence that such Tape or Disk constitutes

or contains a material misrepresentation of fact under section VI.E of the Settlement Agreement. Lack of adequate physician supervision with respect to an Echocardiogram Tape or Disk shall not constitute a material misrepresentation of fact for this purpose.

31. "High Threshold Condition" means:

- a. Moderate Aortic Regurgitation with one or more of the following complicating factors:
  - (1) Abnormal left ventricular end-systolic dimension > 50 mm by M-mode or 2-D echocardiography or abnormal left ventricular end-diastolic dimension > 70 mm as measured by M-mode or 2-D echocardiography; and/or
  - (2) Ejection fraction of < 50%; and/or
- b. Severe Aortic Regurgitation; and/or
- c. Severe Mitral Regurgitation with one or more of the following complicating factors:
  - (1) Pulmonary hypertension secondary to valvular heart disease with peak systolic pulmonary artery pressure > 40 mm Hg measured by cardiac catheterization or with a peak systolic pulmonary artery pressure > 45 mm Hg measured by Doppler echocardiography, at rest, utilizing standard procedures described in section IV.B.2.c(2)(a)(i) of the Settlement Agreement and assuming a right atrial pressure of 10 mm Hg;
  - (2) Abnormal left ventricular end-systolic dimension  $\geq$  45 mm by M-mode or 2-D Echocardiogram; and/or

(3) Ejection fraction of  $< 50\%$ .

32. "Individual Payment Amount" is defined in Section VII.A.7.
33. "Initial Category One Class List" is the list appended as Exhibit "B" to this Seventh Amendment and defined in Section XIV.A.
34. "Initial Deposit" is defined in Section V.A.1.
35. "Initial Post-FJA Deposit" is defined in Section V.A.3.
36. "Initial Review" is defined in Section XV.M.
37. "Interim Distribution" is defined in Section XV.P.
38. "Intermediate Deposit" is defined in Section V.A.2.
39. "Low Threshold Condition" means one or more of the following:
  - a. Severe Mitral Regurgitation and no High Threshold complicating factors as defined in Section I.B.31.c;
  - b. FDA Positive valvular regurgitation with bacterial endocarditis contracted after commencement of Diet Drug use;
  - c. Moderate Mitral Regurgitation with one or more of the following:
    - (1) Pulmonary hypertension secondary to valvular heart disease with peak systolic pulmonary artery pressure  $> 40$  mm Hg measured by cardiac catheterization or with a peak systolic pulmonary artery pressure  $> 45$  mm Hg measured by Doppler echocardiography, at rest, utilizing standard

procedures and assuming a right atrial pressure of 10 mm Hg; or

- (2) Abnormal left atrial supero-inferior systolic dimension > 5.3 cm (apical four chamber view) or abnormal left atrial antero-posterior systolic dimension > 4.0 cm (parasternal long axis view) measured by 2-D directed M-mode or 2-D echocardiography with normal sinus rhythm using sites of measurement recommended by the American Society of Echocardiography; or
  - (3) Abnormal left ventricular end-systolic dimension  $\geq$  45 mm by M-mode or 2-D Echocardiogram; and/or
  - (4) Ejection fraction of  $\leq$  60%.
40. "Matrix Claim" means a claim of a Class Member seeking Matrix Compensation Benefits under section IV.B of the Settlement Agreement.
  41. "Matrix Election Payment" is defined in Section VII.C.5.
  42. "Medical Review" is described in Section XV.M.
  43. "Medical Review Coordinating Committee" or "MRCC" is defined in Section IV.C.
  44. "Minimum Payment Amount" means \$2,000, as further defined in Section VII.B.1.
  45. "Moderate Aortic Regurgitation" or "Moderate AR" means FDA Positive regurgitation of the aortic heart valve in which the ratio between the regurgitant jet height and the left ventricular outflow tract height (JH/LVOTH) is  $\geq$  25% and  $\leq$  49%, as determined by color flow Doppler echocardiography

using the methods described by Singh, and as further described in the Settlement Agreement.

46. "Moderate Mitral Regurgitation" or "Moderate MR" means FDA Positive regurgitation of the mitral heart valve in which the ratio between the regurgitant jet area and the left atrial area (RJA/LAA) is  $\geq 20\%$  and  $\leq 40\%$ , as determined by color flow Doppler echocardiography using the methods described by Singh, and as further described in the Settlement Agreement.
47. "Net Matrix Amount" is defined in Section IX.A.2.
48. "Net Supplemental Class Settlement Fund Amount" is defined in Section VII.A.7.
49. "Notice of Default" is the notice that the Fund Administrator and/or the Trust is required to provide to Wyeth under Section XVI.A in the event of a default in Wyeth's obligation to deposit security under Section VI.
50. "Participating Physicians" is defined in Section XV.I.
51. "Preliminary Approval" means the entry of an order in conformity with Section XVII.A.
52. "Pre-Stay Payable PADL" means a Post-Audit Determination Letter issued pursuant to Rules 12 through 17 of the Rules for the Audit of Matrix Compensation Claims approved by the Court in Pretrial Order No. 2807, a notice issued pursuant to paragraph 6 of Court Approved Procedure ("CAP") No. 4, and/or a Post-Audit Determination Letter issued pursuant to section IV.A or IV.B of the Policies and Procedures for Audit

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<sup>1</sup> J. P. Singh, et al., *Prevalence of Clinical Determinants of Mitral, Tricuspid and Aortic Regurgitation (The Framingham Heart Study)*, 83 AM. J. CARDIOLOGY 897, 898 (1999) (hereinafter "Singh").

and Disposition of Matrix Compensation Claims in Audit approved by the Court in Pretrial Order No. 2457, which meets all of the following criteria:

- a. It was issued by the Trust on or before May 6, 2004;
  - b. It was issued after a Trust Audit in which the Auditing Cardiologist determined that there was a reasonable medical basis for a Matrix Claim;
  - c. It was issued with respect to a claim for Matrix Level I or Matrix Level II benefits; and
  - d. The affected Class Member(s) has not received any payment based on the Audit outcome with respect to the Matrix Claim as of the Execution Date.
53. "QCC Report" is defined in Section XV.I.
  54. "Qualified Cardiology Centers" is defined in Section XV.I.
  55. "Relative Payment Grid" is defined in Section VII.A.2.
  56. "Relative Payment Grid Levels" are described in Sections VII.A.3-4.
  57. "Relative Payment Value" is defined in Sections VII.A.5-6.
  58. "Releasing Parties" means each Category One Class Member and each Category Two Class Member, including Derivative Claimants, who does not timely and properly exercise a Seventh Amendment Opt-Out, individually and for his or her heirs, beneficiaries, agents, estates, executors, administrators, personal representatives, attorneys, successors and assigns (and/or if the Class Member is a legal representative of another person, in that capacity).

59. "Relevant Echocardiogram" means an Echocardiogram:

- a. Performed before the end of the Screening Period, which demonstrates FDA Positive regurgitation or Mild Mitral Regurgitation;
- b. On the Diet Drug Recipient whose medical condition forms the basis of the Matrix Claim;
- c. After the Diet Drug Recipient's ingestion of Diet Drugs;
- d. As the single Echocardiogram on which the Class Member has based a claim that a Diet Drug Recipient had the Matrix Level condition claimed by the Attesting Physician in Part II of the Green Form submitted in support of the Matrix Claim.

Where a Class Member has had an Echocardiogram performed after Diet Drug use and before the end of the Screening Period which demonstrates FDA Positive regurgitation or Mild Mitral Regurgitation but which does not otherwise demonstrate either a High Threshold Condition or a Low Threshold Condition, then solely for purposes of determining whether a Category One Class Member is entitled to Benefits Subject to Medical Review, a "Relevant Echocardiogram" also includes the single additional Echocardiogram that purportedly demonstrates the remaining elements of either a High Threshold Condition or a Low Threshold Condition, provided that such Echocardiogram complies with Section I.B.59.b and c.

60. "Revoked Opt-Out" means an Initial Opt-Out, Intermediate Opt-Out, and/or Back-End Opt-Out of a Class Member who has requested that Wyeth consent to revocation of the opt-out, and whose request Wyeth has granted by written notice to the Class Member.

61. "SECOND REVIEW" IS DEFINED IN SECTION A.V.M.
62. "Settlement Agreement" means the Nationwide Class Action Settlement Agreement with American Home Products Corporation (now Wyeth by corporate name change as of March 11, 2002), as amended through and including the Sixth Amendment approved by the Court on March 12, 2003, in PTO No. 2778.
63. "Seventh Amendment Liaison Committee" or "SALC" is defined in Section IV.D.
64. "Seventh Amendment Matrix Compensation Benefits" means those Matrix Compensation Benefits which may be paid or claimed for High Matrix Level Qualifying Factors to or by Category One Class Members or Category Two Class Members in accordance with the terms of the Seventh Amendment.
65. "Seventh Amendment Opt-Out/Objection Period" means the 60-day period, or such other period established by the Court, within which Category One Class Members and Category Two Class Members may object to or opt out of this Seventh Amendment, as defined in Section XII.
66. "Seventh Amendment Security Fund" is defined in Section VI.
67. "Seventh Amendment Walkaway Right" is defined in Section XIII.B.
68. "Severe Aortic Regurgitation" or "Severe AR" means FDA Positive regurgitation of the aortic heart valve, in which the ratio between the regurgitant jet height and the left ventricular outflow tract height (JH/LVOTH) is > 49%, as determined by color flow Doppler echocardiography using the methods described by Singh, and as further described in the Settlement Agreement.

69. "Severe Mitral Regurgitation" or "Severe MR" means FDA Positive regurgitation of the mitral heart valve in which the ratio between the regurgitant jet area and the left atrial area (RJA/LAA) is > 40% as determined by color flow Doppler echocardiography using the methods described by Singh, and as further described in the Settlement Agreement.
70. "Supplemental Claim" means a claim for incremental Matrix Compensation Benefits under section IV.C.3 of the Settlement Agreement by a Class Member (other than a Category One Class Member or a Category Two Class Member) who was paid Matrix Compensation Benefits on any Matrix Level by the Trust.
71. "Supplemental Class Settlement Fund" is defined in Section V.A.
72. "Third Party Payor" is defined in Section XV.W.
73. "Trial Court Approval of the Seventh Amendment" means entry of an order or orders by the Court approving the Seventh Amendment, which satisfy the conditions specified in Section XVIII.C.7.
74. "Trust" means the AHP Settlement Trust established pursuant to the Settlement Agreement and also shall mean "Trustees and/or Claims Administrator."
75. "Trust Determination Denying Matrix Benefits" means that as of May 6, 2004, the Trust had issued a Post-Audit Determination Letter and/or a Final Post-Audit Determination Letter on a Matrix Claim (under the Audit Rules approved by PTO No. 2457 and/or by PTO No. 2807), informing the Class Member that the Trust had determined that the Class Member is not entitled to payment of any Matrix Compensation Benefits regardless of whether as of May 6, 2004: (i) the time for the Class Member to Contest a Post-Audit Determination Letter

had expired; (ii) the claim was subject to a Contest by the Class Member; (iii) the time for the Class Member to dispute a Final Post-Audit Determination Letter had expired; (iv) the claim was subject to dispute by the Class Member; (v) the claim was the subject of an Application for Show Cause Order; and/or (vi) the claim was the subject of an Order to Show Cause.

76. "Walkaway Period" is defined in Section XIII.A.

**II. SEVENTH AMENDMENT.**

Immediately upon Final Judicial Approval of the Seventh Amendment, it shall become effective as the Seventh Amendment to the Settlement Agreement.

**III. CLASS MEMBERS SUBJECT TO THIS SEVENTH AMENDMENT.**

**A. *Categories of Class Members.*** This Seventh Amendment applies to two categories of Diet Drug Recipients (or their Representative Claimants), as follows:

1. "Category One" consists of all Diet Drug Recipients (or their Representative Claimants) who:
  - a. Have signed a Pink Form, a Blue Form, and/or Part I of a Green Form, and submitted it to the Trust on or before May 3, 2003, and/or on whose behalf a Green Form Part II was substantially completed as further described in Section III.A.1.b(2), signed and submitted by an Attesting Physician to the Trust on or before May 3, 2003; and
  - b. (i) In the case of any Class Members who have exercised an Initial, Intermediate, or Back-End Opt-Out right under the Settlement Agreement, have submitted a Green Form to the Trust before May 6, 2004, and (ii) in the case of any other Class Member, have submitted a Green Form to the Trust, or pursuant to Section XIV.C.4, submits a Green Form to the Trust before the end of the Seventh Amendment Opt-Out/Objection Period:
    - (1) In which Part I was signed by the Class Member and in which Part II was signed by an Attesting Physician; and
    - (2) In which the unaudited answers provided by the Attesting Physician in Part II of the Green Form contain sufficient information on medical conditions to support a claim for Matrix Compensation Benefits on Matrix Level I and/or Matrix Level II of the Settlement Agreement, but which do not support a claim on Matrix Level III,

Matrix Level IV, or Matrix Level V of the Settlement Agreement; and

- c. Have not received payment of any Matrix Compensation Benefits from the Trust; and
  - d. Have not received, on or before the Execution Date, a Trust Determination Denying Matrix Benefits on the Green Form referred to in Section III.A.1.b; and
  - e. Have not been the subject of a Pre-Stay Payable PADL; and
  - f. Have not signed an individual release of claims arising from the use of Diet Drugs, and/or have not been the subject of a final order dismissing with prejudice an action relating to injuries arising from the use of Diet Drugs, unless such order expressly preserves the Class Member's ability to seek benefits under the Settlement Agreement.
2. "Category Two" consists of all Diet Drug Recipients (or their Representative Claimants) who:
- a. Have submitted a signed Pink Form, Blue Form, Green Form Part I, Green Form Part II, and/or Gray Form to the Trust on or before May 3, 2003, or who presently have a good faith belief that they timely registered for benefits under the Settlement Agreement and are determined by the Court to have been timely registered for benefits under the terms of the Settlement Agreement as it existed before the Seventh Amendment; and
  - b. Have been diagnosed as having Mild Mitral Regurgitation or FDA Positive regurgitation after Diet Drug use and by the end of the Screening Period; and

- c. Have not filed a Green Form Part II with the Trust on or before the end of the Seventh Amendment Opt-Out/Objection Period in which the unaudited answers provided by the Attesting Physician in the Green Form Part II contain sufficient information on medical conditions to support a claim for Matrix Compensation Benefits on Matrix Level III, Matrix Level IV, or Matrix Level V of the Settlement Agreement; and
- d. Have not received payment of any Matrix Compensation Benefits from the Trust; and
- e. Are not members of Category One; and
- f. Have not exercised or attempted to exercise an Initial Opt-Out, Intermediate Opt-Out, or Back-End Opt-Out, unless that opt-out is a Revoked Opt-Out; and
- g. Have not signed an individual release of claims arising from the use of Diet Drugs, and/or have not been the subject of a final order dismissing with prejudice an action relating to injuries arising from the use of Diet Drugs, unless such order expressly preserves the Class Member's ability to seek benefits under the Settlement Agreement.

**B. *Derivative Claimants.*** The Derivative Claimants of Diet Drug Recipients (or their Representative Claimants) in Category One or Category Two shall receive benefits from Category One or Category Two only: (i) if they would have been eligible for Matrix Compensation Benefits under the Settlement Agreement; and if so, (ii) only as expressly provided in this Seventh Amendment. As to all actions under the Seventh Amendment, the Diet Drug Recipient's (or the Representative Claimant's) action or failure to act shall be binding on the associated Derivative Claimant(s) of that Diet Drug Recipient (or Representative Claimant).

**C. Progression During Pendency of the Seventh Amendment.**

1. If the valvular heart disease of a Diet Drug Recipient who is a Category One Class Member or Category Two Class Member progresses such that the Diet Drug Recipient becomes qualified for payment of Matrix Compensation Benefits on Matrix Level III, Matrix Level IV, or Matrix Level V of the Settlement Agreement and demonstrates High Matrix Level Qualifying Factors after the Execution Date but before Final Judicial Approval of the Seventh Amendment, then the Diet Drug Recipient's claim shall be processed pursuant to this Section III.C.
  
2. For this purpose, notwithstanding any stay on Trust processing of Matrix Claims submitted by Category One Class Members or Category Two Class Members pending Final Judicial Approval of the Seventh Amendment, the Trust shall process claims by Category One Class Members or Category Two Class Members who submit to the Trust a Green Form Part II signed by an Attesting Physician, in which the unaudited answers by the Attesting Physician contain sufficient information on medical conditions to support a claim for Matrix Compensation Benefits on Matrix Level III, Matrix Level IV, or Matrix Level V of the Settlement Agreement, with High Matrix Level Qualifying Factors. If the Trust determines that the Diet Drug Recipient satisfies these conditions and is eligible for Matrix Compensation Benefits on Matrix Level III, Matrix Level IV, or Matrix Level V of the Settlement Agreement, with High Matrix Level Qualifying Factors, the Trust shall pay such benefits from the Settlement Fund in accordance with the Settlement Agreement. If the Trust determines that the Diet Drug Recipient does not satisfy these conditions, the claim shall return to its classification before submission of a claim for Matrix Level III, IV, or V benefits, as a Category One Class Member or a Category Two Class Member claim.

5. Upon final judicial approval of the Seventh Amendment, the Fund Administrator shall subject to the Medical Review process the claim of each Class Member whose claim is determined by the Trust to satisfy the conditions in Section III.C.2. If the Fund Administrator determines that such Class Member is eligible for Benefits Subject to Medical Review, the Fund Administrator shall calculate the Individual Payment Amount that such Class Member would have received from the Fund Administrator as a Category One Class Member and remit that amount to the Trust. For this purpose:
- a. The Trust shall furnish a copy of the Relevant Echocardiogram for each such Class Member to the Fund Administrator together with a copy of the claim file maintained by the Trust with respect to such Class Member;
  - b. The Medical Review process shall consist of a review of the Relevant Echocardiogram furnished by the Trust to the Fund Administrator; and
  - c. The Fund Administrator shall determine whether such Class Member is eligible for Benefits Subject to Medical Review based on the results of such review process and the information contained in the claim file furnished to the Fund Administrator by the Trust. Class Members are not required to provide information to the Fund Administrator unless specifically requested by the Fund Administrator to do so.

**IV. APPOINTMENT OF THE FUND ADMINISTRATOR, ESCROW AGENT,  
MEDICAL REVIEW CONSULTING COMMITTEE, AND THE SALC.**

**A. *The Fund Administrator.***

1. Within 14 days after the Execution Date, Class Counsel and the SALC jointly shall nominate Heffler, Radetich & Saitta, L.L.P., for appointment by the Court to serve as “Fund Administrator” for purposes of administering the terms of the Seventh Amendment pursuant to the terms of a Fund Administrator Agreement to be approved by the Court.
2. If Heffler, Radetich & Saitta, L.L.P., is not appointed as Fund Administrator or becomes unable or unwilling to serve, then Class Counsel and the SALC jointly shall recommend appointment of another natural person, corporation, or other entity to serve as Fund Administrator, and upon appointment by the Court, such natural person, corporation, or other entity thereafter shall serve as Fund Administrator.
3. Except as set forth in Section IV.A.2, the Fund Administrator may be removed or replaced only by order of the Court for good cause shown.

**B. *The Escrow Agent.***

1. Within 14 days after the Execution Date, Class Counsel and the SALC jointly shall nominate PNC Bank, N.A., for appointment by the Court to serve as “Escrow Agent” for purposes of receiving, investing, and disbursing the Supplemental Class Settlement Fund (as defined in Section V.A) pursuant to the terms of an escrow agreement in a form approved by the Court.
2. If PNC Bank, N.A., is not appointed as Escrow Agent or becomes unable or unwilling to serve, then Class Counsel and the SALC jointly shall recommend appointment of another

..... to serve as Escrow Agent, and upon appointment by the Court, such financial institution thereafter shall serve as Escrow Agent.

3. Except as set forth in Section IV.B.2, the Escrow Agent may be removed or replaced only by order of the Court for good cause shown.

**C. *The Medical Review Coordinating Committee.***

1. The Medical Review Coordinating Committee ("MRCC") shall consist of three Board-Certified Cardiologists with Level 3 training in echocardiography, who shall be appointed by the Court. Within 14 days after the Execution Date, Class Counsel and the SALC jointly shall nominate Dean Karalis, M.D., F.A.C.C., Gregg Reis, M.D., F.A.C.C., and Frank Silvestry, M.D., F.A.C.C., jointly to serve as members of the MRCC pursuant to the terms of an agreement in a form approved by the Court.
2. If any physician proposed for membership in the MRCC is not appointed or if any physician appointed to the MRCC becomes unable or unwilling to serve on the MRCC, then Class Counsel and the SALC jointly shall recommend appointment of another Board-Certified Cardiologist with Level 3 training in echocardiography and, upon appointment by the Court, such physician thereafter shall serve as a member of the MRCC.
3. Except as set forth in Section IV.C.2, the members of the MRCC may be removed or replaced only by order of the Court for good cause shown.

**D. *The Seventh Amendment Liaison Committee.***

1. The Seventh Amendment Liaison Committee ("SALC") shall assist in the implementation of this Seventh Amendment as

Category Two Class Members, on the one hand, and Class Counsel, Wyeth and the Court, on the other hand. Subject to approval of the Court, the SALC shall consist of the following attorneys, all of whom represent Category One Class Members and Category Two Class Members and who assisted in the negotiation and finalization of the Seventh Amendment: Jerry Alexander, Esquire; James Doyle, Esquire; Tony Martinez, Esquire; Ellen Presby, Esquire; and Wayne Spivey, Esquire, who shall serve as chair of the Committee.

2. A member of the SALC may be removed or replaced only by order of the Court for good cause shown.
3. The members of the SALC shall be entitled to participate in any common benefit fee which may be awarded by the Court with respect to activities of common benefit in creating, negotiating, obtaining Trial Court Approval of the Seventh Amendment and Final Judicial Approval of the Seventh Amendment, and administering and otherwise implementing the Seventh Amendment.
4. The Parties explicitly acknowledge that the SALC does not act in a representative capacity on behalf of the Class.

**E. *Immunity From Liability.***

1. The Fund Administrator, the Escrow Agent, the MRCC, and the Participating Physicians (as defined in Section XV.I) shall have no liability to any person for any act or transaction taken by them in good faith pursuant to the terms of this Seventh Amendment and/or any procedure, document, rule, or agreement arising from this Seventh Amendment, and shall be entitled to qualified judicial immunity for any action reported to the Court in an Authorization Application (as defined in

Order (as defined in Section V.H).

2. The Fund Administrator, the Escrow Agent, the MRCC and the Participating Physicians shall be indemnified by the Supplemental Class Settlement Fund with respect to the costs of defending against, and with respect to any and all liability based on, any claim arising from any act, omission or transaction by them in good faith pursuant to the terms of this Seventh Amendment and/or any procedure, document, rule, or agreement arising from this Seventh Amendment.
3. Wyeth shall have no liability or responsibility for any of the actions or omissions of the Fund Administrator, the Escrow Agent, the MRCC, the Participating Physicians, the SALC, Class Counsel, or any agent or contractor of the Supplemental Class Settlement Fund, and none of the foregoing shall have any recourse against Wyeth for any claim against them based upon such actions or omissions.
4. The Fund Administrator shall use its best efforts to procure and maintain commercially reasonable amounts and types of insurance against any liability asserted against or incurred by the Fund Administrator, the Escrow Agent, the MRCC, and the Participating Physicians, in such capacities or arising from their status under the Seventh Amendment, and to provide the indemnification required under this Section IV.E. Such insurance shall be maintained for a period of time at least equal to any statute of limitations periods applicable to potential claims against these parties. The Fund Administrator shall apply to the Court for an order approving the amount and type of coverage it intends to obtain. In the event that the Fund Administrator is unable to obtain such insurance by a date which is 30 days after the date of Trial Court Approval of the Seventh Amendment, then the Fund Administrator shall apply to the Court for an order permitting it to proceed without

connection with any application to the Court pertaining to such insurance.

5. If the Supplemental Class Settlement Fund has insufficient funds to satisfy any uninsured or underinsured indemnity obligation to the Fund Administrator, the Escrow Agent, the MRCC, and the Participating Physicians pursuant to Section IV.E.2, then upon application and good cause shown, the Court may authorize the Settlement Fund to indemnify them with respect to the costs of defending against, and with respect to any and all liability based on, any claim arising from any act or failure to act, in good faith, pursuant to the terms of this Seventh Amendment and/or any procedure, document, rule, or agreement arising from this Seventh Amendment. Wyeth and the Trust shall have the right to be heard in connection with any such good cause application to the Court.
6. The order(s) appointing the Fund Administrator, the Escrow Agent, and the MRCC shall include terms sufficient to effectuate the provisions of Section IV.E.

**FINANCIAL OBLIGATIONS; AND OTHER PROVISIONS.**

**A. *Supplemental Class Settlement Fund.*** A “Supplemental Class Settlement Fund” shall be established to receive a total amount of \$1,275,000,000 for the benefit of Category One Class Members, to be paid by Wyeth to the Escrow Agent subject to the conditions set forth in this Seventh Amendment, as follows:

1. Within ten Business Days after the date of Preliminary Approval of the Seventh Amendment, Wyeth shall pay to the Escrow Agent an “Initial Deposit” in the amount of \$5,000,000.
2. Within five Business Days after the date of Trial Court Approval of the Seventh Amendment, Wyeth shall pay to the Escrow Agent an “Intermediate Deposit” in the amount of \$20,000,000. If needed by the Fund Administrator (for the purposes identified in Section V.B) after payment by Wyeth of the Intermediate Deposit and before payment by Wyeth of the Initial Post-FJA Deposit (under Section V.A.3), Wyeth shall pay to the Escrow Agent, within five Business Days after Wyeth’s receipt of a written request by the Fund Administrator, such amounts as are reasonably requested by the Fund Administrator, up to a total amount of \$25,000,000, in addition to the Initial Deposit and the Intermediate Deposit.
3. Within five Business Days after the date of Final Judicial Approval of the Seventh Amendment, Wyeth shall pay to the Escrow Agent an “Initial Post-FJA Deposit” of \$400,000,000.
4. After payment of the Initial Post-FJA Deposit, Wyeth shall pay the Escrow Agent “Additional Post-FJA Deposits,” up to a total of \$1,275,000,000, less the Initial Deposit, the Intermediate Deposit, the Initial Post-FJA Deposit, and any other amounts previously paid by Wyeth to the Escrow Agent under this

Amount, in such installments as the Fund Administrator shall reasonably request, to fund the payment of benefits to Category One Class Members and associated costs of administration, subject to the terms of this Seventh Amendment, with such payments to be made to the Escrow Agent within five Business Days after Wyeth's receipt of a written request by the Fund Administrator for payment of such an Additional Post-FJA Deposit. Prior to making such written request, the Fund Administrator shall determine the Category Two Election Amount and inform Wyeth of the credit to which it is entitled as a result thereof.

5. The Initial Deposit, Intermediate Deposit, Initial Post-FJA Deposit, Additional Post-FJA Deposits, and any other payments made by Wyeth to the Escrow Agent under Section V.A, collectively, shall comprise the Supplemental Class Settlement Fund and shall be available and shall be used to pay those benefits to which Category One Class Members are entitled under this Seventh Amendment (and all deductions from or payments relating to such benefits), and the associated costs of administration of such benefits.
6. Wyeth's payment of funds to the Escrow Agent under this Section V.A shall be in addition to any of its payment obligations under section III.C of the Settlement Agreement and shall not reduce the Maximum Available Fund B Amount under section I.1 of the Settlement Agreement.
7. Wyeth shall have no financial obligations to the Supplemental Class Settlement Fund other than as explicitly set forth in Section V.A.
8. Wyeth shall have no responsibility for the management or administration of the Supplemental Class Settlement Fund or any liability to any Class Members arising from the processing

the Supplemental Class Settlement Fund.

9. All payments by Wyeth to the Escrow Agent under Section V.A shall be made by wire transfer.

**B. Use of Funds Before Final Judicial Approval of the Seventh Amendment.** Before Final Judicial Approval of the Seventh Amendment, the funds paid by Wyeth to the Escrow Agent under Section V.A may be used to:

1. Pay such expenses as may be reasonably necessary to establish a mechanism to administer the payment of benefits to Category One Class Members, including payment of appropriate professional fees to attorneys, accountants, health care providers, insurers, consultants, and other vendors and service providers; and
2. Establish Qualified Cardiology Centers (as defined in Section XV.I), to receive and process information and Relevant Echocardiograms from Category One Class Members, to have such information and Echocardiograms reviewed by the Qualified Cardiology Centers, to obtain QCC Reports (as defined in Section XV.I) and to perform all other administrative activities described in Section XV so that Benefits Subject to Medical Review (as defined in Section I.B.10) may promptly be paid to eligible Class Members as soon after Final Judicial Approval of the Seventh Amendment as is reasonably practicable; and
3. Pay all state and federal income and other taxes or fees of any kind applicable to the Supplemental Class Settlement Fund.

**C. Notice.**

1. The Parties shall carry out the printing and mailing of a Notice of the Seventh Amendment, in a form approved by the Court,

register with the Trust or who have submitted any type of form to the Trust (including Class Members who have exercised or attempted to exercise any right of opt-out) and to all known attorneys representing such Class Members, at the addresses reflected in the most recent version of the Trust's database made available to the Parties at the time Notice is disseminated.

2. Where an attorney represents more than one registered Class Member, it shall be sufficient to provide that attorney with a single copy of the Notice.
3. The Notice shall also be posted on the website maintained by the Trust and the official MDL 1203 website.
4. The Trust shall pay the costs of any such Notice out of the Settlement Fund.

**D. Return of Funds.** If: (i) Wyeth exercises its Seventh Amendment Walkaway Right (as defined in Section XIII.B); (ii) Trial Court Approval of the Seventh Amendment does not occur; or (iii) Final Judicial Approval of the Seventh Amendment does not occur, then within 30 days after such an event, the Escrow Agent shall return to Wyeth a sum equal to the Initial and Intermediate Deposits, and any other payments by Wyeth to the Escrow Agent before such event, together with the interest and other income accrued thereon, less all expenses reasonably paid or incurred before such event by the Fund Administrator pursuant to Section V.B.

**E. Impact of Final Judicial Approval of the Seventh Amendment.** If Final Judicial Approval of the Seventh Amendment occurs:

1. Immediately upon the date of Final Judicial Approval of the Seventh Amendment, the Supplemental Class Settlement Fund shall become non-reversionary and all funds paid by Wyeth to the Escrow Agent by such time shall become irrevocable and not subject to repayment to Wyeth, in whole or in part.

and managed to qualify as a Qualified Settlement Fund under section 468B of the Internal Revenue Code of 1986, as Amended (the "Code"), and related regulations, and the documents establishing the Supplemental Class Settlement Fund shall contain customary provisions for such funds, including the obligation to make tax filings and to provide to Wyeth information to permit Wyeth to report properly for tax purposes.

3. All income earned on monies held by the Escrow Agent on behalf of the Supplemental Class Settlement Fund shall remain the property of the Supplemental Class Settlement Fund. The Supplemental Class Settlement Fund shall be responsible for the reporting and payment of all state and federal income and other taxes or fees of any kind applicable to the Supplemental Class Settlement Fund. Wyeth shall have no responsibility for any such matters.

**F. *Compensatory Damages.*** The Parties agree that all of the amounts paid to Class Members from the Supplemental Class Settlement Fund will be paid as alleged damages (other than punitive damages) on account of personal physical injuries or physical sickness of Class Members as described in section 104(a)(2) of the Code.

**G. *Authorization Applications.*** The Fund Administrator shall not at any time pay any expenses or make any benefit distributions to Category One Class Members without prior approval by the Court. At such intervals as the Fund Administrator determines are appropriate or as otherwise directed by the Court, the Fund Administrator shall prepare and submit to the Court an application for authorization ("Authorization Application") to pay the reasonable expenses incurred for the administration of this Seventh Amendment and to distribute the benefits (including any Interim Distributions) determined to be due to Category One Class Members under the terms of this Seventh Amendment, and in such application shall set forth the basis for the action for which authorization is sought. In addition, the Fund Administrator shall prepare and submit such an

administration costs for payments to any single person or entity, which are reasonably expected to total more than \$1,000,000 in the aggregate. The Fund Administrator shall serve a copy of each Authorization Application on Class Counsel, Wyeth, and the SALC.

**H. Authorization Orders.** The Escrow Agent shall make payments and distributions from the Supplemental Class Settlement Fund to the extent expressly ordered by the Court (“Authorization Order”) in response to the Authorization Applications submitted by the Fund Administrator.

**A. Seventh Amendment Security Fund.** Within ten Business Days after the date of Trial Court Approval of the Seventh Amendment, Wyeth shall establish and thereafter maintain a Seventh Amendment Security Fund consisting of cash and/or Permitted Investments in an amount that is equal to that portion of the Supplemental Class Settlement Fund that remains unpaid by Wyeth as of such date, pursuant to the terms of the Seventh Amendment Security Fund Agreement, substantially in the form attached as Exhibit "C" to this Seventh Amendment, with such changes as agreed upon by the Parties.

**B. Purpose of the Seventh Amendment Security Fund.** The Seventh Amendment Security Fund shall secure Wyeth's obligation to make deposits into the Supplemental Class Settlement Fund as required in Section V.A and to make deposits to fund the payment of Seventh Amendment Matrix Compensation Benefits pursuant to the provisions of Section IX.

**C. Impact of No Final Judicial Approval.** If Final Judicial Approval of the Seventh Amendment does not occur for any reason, the Seventh Amendment Security Fund shall be terminated and all cash and Permitted Investments, and retained income thereon, if any, shall be returned to Wyeth.

**D. Withdrawals by Wyeth from the Seventh Amendment Security Fund.** If at any time the balance of the Seventh Amendment Security Fund is greater than 100% of the amount of Wyeth's unpaid obligation to the Supplemental Class Settlement Fund under Section V.A, Wyeth may withdraw, at its option, free of any lien, cash and/or Permitted Investments from the Seventh Amendment Security Fund, provided that:

1. The balance in the Seventh Amendment Security Fund must at all times equal or exceed 100% of the amount of Wyeth's unpaid obligation to the Supplemental Class Settlement Fund under Section V.A;
2. Wyeth may make such withdrawals no more frequently than once monthly; and

Security Fund is equal to or less than \$255,000,000, no further withdrawals by Wyeth shall be permitted. Wyeth shall maintain the Seventh Amendment Security Fund balance at \$255,000,000 and replenish the balance to such level if it should fall below \$255,000,000 for any reason. The provisions of this Section shall apply until termination of the Seventh Amendment Security Fund under Section VI.E.2.

**E. *Security for Wyeth's Guarantee.***

1. At such time as the Fund Administrator has substantially completed the distribution of the Supplemental Class Settlement Fund to Category One Class Members, the Trust shall have a non-subordinated, perfected security interest in the assets on deposit in the Seventh Amendment Security Fund to secure Wyeth's deposit obligations to fund payment of Seventh Amendment Matrix Compensation Benefits pursuant to Section IX.
2. The security required by this Section VI and the lien of the Supplemental Class Settlement Fund and/or the Trust shall terminate entirely on June 30, 2012, and any amounts remaining in the Seventh Amendment Security Fund for this purpose at that time shall be returned to Wyeth.

.....

**A. *Benefits Subject to Medical Review.*** Subject to all provisions of this Seventh Amendment, Category One Class Members shall be eligible to receive Benefits Subject to Medical Review as follows:

1. Each Category One Class Member shall receive monetary benefits from the Supplemental Class Settlement Fund in accordance with the medical condition of the Diet Drug Recipient whose medical condition forms the basis of the claim as determined by the Medical Review process specified in Section XV.
2. For purposes of determining what portion of the Supplemental Class Settlement Fund is payable to Category One Class Members who are entitled to payment of Benefits Subject to Medical Review, a "Relative Payment Grid" is established as follows:

A G E  A T  F I R S T  D I A G N O S I S	≥ 61 Days of Diet Drug Use		≤ 60 Days of Diet Drug Use	
	High Threshold Grid Level Alpha (α)	Low Threshold Grid Level Beta (β)	High Threshold Grid Level Delta (Δ)	Low Threshold Grid Level Epsilon (ε)
≤24	100.00	33.54	20.00	6.71
25-29	95.00	31.87	19.00	6.37
30-34	90.25	30.27	18.05	6.05
35-39	85.74	28.76	17.15	5.75
40-44	81.45	27.32	16.29	5.46
45-49	77.38	25.95	15.48	5.19
50-54	73.51	24.66	14.70	4.93
55-59	69.83	23.42	13.97	4.68
60-64	66.34	22.25	13.27	4.45
65-69	59.71	20.03	11.94	4.01
70-79	29.85	10.01	5.97	2.00

3. This Relative Payment Grid describes the relative value of the claims of Category One Class Members based on the level of severity of the Diet Drug Recipient's medical condition, whether the Diet Drug Recipient used Diet Drugs for 61 days or more, and the Age at First Diagnosis of the Diet Drug Recipient for each "Relative Payment Grid Level."

4. The Relative Payment Grid Levels, the medical conditions, and the period of Diet Drug use that determine which Relative Payment Grid Level is applicable to a Category One Class Member are as follows:

a. Relative Payment Grid Level "Alpha" ( $\alpha$ ) is the Level applicable to each Category One Class Member whose claim is based on the ingestion of Diet Drugs by a Diet Drug Recipient:

- (1) Who ingested Diet Drugs for 61 days or more;
- (2) Whose Relevant Echocardiogram (or other qualifying medical procedure) demonstrates one or more High Threshold Conditions; and
- (3) Whose claim is not subject to any Alternative Causation Factor.

b. Relative Payment Grid Level "Beta" ( $\beta$ ) is the Level applicable to each Category One Class Member whose claim is based on the ingestion of Diet Drugs by a Diet Drug Recipient:

- (1) Who ingested Diet Drugs for 61 days or more;
- (2) Whose Relevant Echocardiogram (or other qualifying medical procedure) demonstrates one or more Low Threshold Conditions; and
- (3) Whose claim is not subject to any Alternative Causation Factor.

c. Relative Payment Grid Level "Delta" ( $\Delta$ ) is the Level applicable to each Category One Class Member whose claim is based on the ingestion of Diet Drugs by a Diet Drug Recipient: