Exhibit 7

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JOSEPH L. CASTLE, II, GEORGE A. BELLER, M.D., THE HONORABLE RICHARD S. COHEN, THE HONORABLE CHRIS HARRIS, ALISON OVERSETH ROSE-MARIE ROBERTSON, M.D., FACC, and THE HONORABLE DEAN M. TRAFELET, as Trustees for, and on behalf of, THE AHP SETTLEMENT TRUST, Mellon Independence Center 701 Market Street Suite 55555 Philadelphia, PA 19106 Plaintiffs, v. LINDA J. CROUSE, M.D. 4320 Wornall Road Suite 240 Kansas City, MO 64111 Defendant	:	CIVIL ACTION NO. _____

COMPLAINT

1. This action alleges that Defendant Linda J. Crouse, M.D., a cardiologist, engaged in a pattern of racketeering activity and intentionally defrauded the AHP Settlement Trust ("the Trust") by certifying that thousands of Claimants had serious valvular heart disease ("VHD") when either she knew that they did not or had no reasonable basis for certifying that they did. This action also alleges that Dr. Crouse acted in a grossly negligent, outrageous, wanton and reckless fashion when she certified to the Trust that thousands of Claimants had this medical

condition without taking the analytical steps required to make such a determination. Dr. Crouse's actions and inactions harmed the AHP Settlement Trust by causing it to pay millions of dollars to persons who did not have VHD. Further, Dr. Crouse's actions and inactions caused and continue to cause the AHP Settlement Trust to incur substantial medical, legal and other fees to ensure that no additional payments are made based on her false certifications of persons who do not have VHD.

PARTIES

2. The Trust is a judicially-approved Trust that receives settlement funds from Wyeth Corporation ("Wyeth") (formerly known as American Home Products or AHP Corporation) pursuant to the Nationwide Class Action Settlement Agreement ("Settlement Agreement") resolving *In re Diet Drugs*, MDL #1203 (E.D. Pa.). (The Settlement Agreement, as amended, is attached as Exhibit A.)

3. The Trust, created under the laws of Pennsylvania, has its principal place of business in Philadelphia, Pennsylvania. Among other duties, the Trust processes and reviews claims submitted and disburses funds to those persons who qualify for receipt of benefits under the terms of the Settlement Agreement.

4. On February 25, 2000, this Court appointed seven Trustees to operate the Trust, all of whom continue to serve as Trustees.

5. Trustee Joseph L. Castle is a citizen and resident of Pennsylvania.

6. Trustee George A. Beller, M.D. is a citizen and resident of Virginia.

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

8. Trustee the Honorable Chris Harris is a citizen and resident of Texas.

9. Trustee Alison Overseth is a citizen and resident of New York.

10. Trustee Rose-Marie Robertson, M.D., FACC, is a citizen and resident of Tennessee.

11. Trustee the Honorable Dean M. Trafelet is a citizen and resident of Illinois.

12. These seven Trustees, acting in the fiduciary interest of the Trust, are the Plaintiffs in this action.

13. The Defendant, Linda J. Crouse, M.D., is a citizen and resident of Kansas City, Missouri. Dr. Crouse, a Level III-trained cardiologist, is board certified in internal medicine and cardiovascular diseases. Dr. Crouse operates a medical practice at 4320 Wornall Road, Suite 240, Kansas City, Missouri.

JURISDICTION AND VENUE

14. This Court has original jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 (federal question), 28 U.S.C. § 1332 (diversity), 28 U.S.C. § 1367 (supplemental jurisdiction) and the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. § 1964.

15. This Court also has jurisdiction over this matter pursuant to the Court's continuing jurisdiction over the diet drug litigation. On or about August 28, 2000, the Court issued Pre-Trial Order No. 1415, which retained for the Court "continuing and exclusive jurisdiction over this action and each of the parties, including AHP and the class members, to administer, supervise, interpret and enforce the Settlement in accordance with its terms; to supervise the operation of the Settlement Trust; to determine applications for and make reasonable awards of attorneys' fees and reimbursement of costs to Class and Subclass Counsel, the Plaintiffs' Management Committee, and others for work contributing to the common benefit of the class; and to enter

such other and further orders as are needed to effectuate the terms of the Settlement." This action falls within the scope of that Order.

16. Venue is proper pursuant to 28 U.S.C. §1391(b)(2) because a substantial part of the events giving rise to this action and the harm at issue occurred in this judicial district.

BACKGROUND FACTS – THE DIET DRUG SETTLEMENT

17. For the convenience of the Parties and the Court, the allegations of the Complaint are divided by headings to which no response is required and which are merely intended to summarize the allegations that follow.

18. During the summer of 1997, physicians at the Mayo Clinic reported that two diet drugs (Pondimin and Redux) manufactured by Wyeth appeared to cause injuries to the aortic and mitral valves located in the left side of the heart.

19. On September 15, 1997, Wyeth announced that it was withdrawing Pondimin and Redux from the market. Immediately thereafter, persons who had taken Pondimin and Redux filed some 18,000 individual lawsuits and more than 100 class actions in state and federal courts, alleging personal injury and other claims and seeking medical monitoring.

20. On December 10, 1997, all pending federal actions were transferred to the United States District Court for the Eastern District of Pennsylvania for consolidated pretrial proceedings. *See In re Diet Drugs (Phentermine, Fenfluramine, Dexfenfluramine) Prods. Liab. Litig.*, 990 F. Supp. 834 (J.P.M.L. 1998). The consolidated actions proceeded before the Honorable Louis C. Bechtle until his retirement in July 2001, after which they were assigned to the Honorable Harvey Bartle, III ("the Settlement Court").

21. On November 17, 1999, two years after the Mayo Clinic research was initially published, Wyeth and Class Counsel executed the Settlement Agreement, which was intended to provide a comprehensive legal remedy for persons allegedly injured by ingesting Pondimin and Redux.

22. All Class Members who were diagnosed as having valvular heart disease ("VHD") could elect to receive a payment from the Trust, or to opt out of the settlement and pursue claims against Wyeth in the court system. The Settlement Agreement also provides various payments to Class Members who suffered more benign valve disease.

23. To be eligible for the primary settlement benefits, Class Members had to obtain an echocardiogram before January 3, 2003. Echocardiograms are ultrasonic examinations of the heart using high frequency sound waves to create moving images of the heart and its valves.

24. The settlement was established to provide compensation for users of Pondimin and Redux who were diagnosed as having VHD. By submitting misleading and false medical evidence to support illegitimate claims, Dr. Crouse and others have improperly caused moneys to be paid to undeserving Claimants and have diverted the Trust's resources from paying legitimate and deserving Claimants.

FDA – POSITIVE LEVELS OF REGURGITATION INDICATE VHD

25. An echocardiogram is the primary tool that cardiologists and cardiothoracic surgeons use to assess the levels of Claimants' valvular regurgitation. Valvular regurgitation, standing alone, does not indicate VHD. Indeed, "trace" amounts of valvular regurgitation may be present in most adults.

26. Valvular regurgitation is abnormal and represents a manifestation of underlying serious VHD only if there is either (a) mild or greater regurgitation of the aortic valve or (b) moderate or greater regurgitation of the mitral valve. These medically significant levels of regurgitation are also referred to herein as "FDA-positive."

27. The Settlement Agreement contemplates that persons with FDA-positive regurgitation indicating VHD caused at least in part by ingestion of diet drugs -- and only those persons -- may be entitled to significant compensation for their physical injuries.

28. Persons with VHD indicated by FDA-positive regurgitation are entitled to seek compensation from the Trust. The compensation available varies according to the severity of the condition, as well as certain pre-existing conditions, and ranges from approximately $25,000 to $1,500,000.

29. This payment range is set forth in two matrices known as Matrix A and Matrix B. Persons diagnosed with VHD with one or more complicating factors are entitled to higher-level Matrix A compensation unless they have one or more "reduction factors." *See* Settlement Agreement § IV.B.2.d(2)(c)(iii). The reduction factors include certain pre-existing conditions such as lupus, arthritis, carcinoid tumors, extended use of methysergides or ergotamines and associated valvular abnormalties. *See* Settlement Agreement § IV.B.2.d(2)(c)(iii).

30. The presence of any one of these reduction factors ascertained from a Claimant's medical history means that a Claimant's heart valve regurgitation cannot be exclusively linked to the ingestion of the diet drugs. Accordingly, the amount of compensation paid to Claimants with reduction factors was lower.

SETTLEMENT AGREEMENT REQUIRES THAT A QUALIFIED PHYSICIAN DIAGNOSE THE CLAIMANTS' CONDITION

31. Under the Settlement Agreement, Claimants could not simply use any physician to certify a VHD diagnosis and the presence or absence of reduction factors. Rather, Claimants had to retain a Level II- or Level III-trained, board-certified cardiologist or cardiothoracic surgeon to conduct or supervise the conduct of an echocardiogram after September 30, 1999, and to ascertain the existence of VHD based on interpretation of that echocardiogram.

32. The Settlement Agreement agreed upon by the Parties rested largely upon a presumption that the Trust could and would rely upon the integrity of cardiologists and cardiothoracic surgeons to act in good faith and in accord with governing professional standards and thereby effectively function as gatekeepers to Trust payments.

33. The Settlement Agreement and the "Official Notice of Final Judicial Approval" made clear the pivotal role that Dr. Crouse and other qualified physicians would play in the implementation of the Agreement. The Notice expressly referred to being "diagnosed by a Board-Certified cardiologist or cardiothoracic surgeon as having ... FDA positive...regurgitation..."

THE GREEN FORM IMPLEMENTS THE SETTLEMENT AGREEMENT

34. To implement the Settlement Agreement, the Settlement Court approved a form (hereinafter referred to as the Green Form) on which a qualified physician would personally attest under penalty of perjury to (a) the existence of VHD and (b) the existence or absence of other conditions relevant to a determination of whether a Claimant should receive a payment from either Matrix A or B. (A copy of the Green Form is attached as Exhibit B.)

35. The Green Form mandated that Dr. Crouse and other qualified physicians use a certain type of echocardiography -- color flow Doppler -- to determine the presence and severity of VHD.

36. The Green Form also required that Dr. Crouse and other qualified physicians conduct (or supervise the conduct of) and interpret the echocardiograms in accordance with the procedures outlined in H. Feigenbaum, Echocardiography (5th ed. 1994) and A. Weyman, Principles and Practice of Echocardiography (2d ed. 1994), which are widely acknowledged and relied upon as setting the standard within the profession.

37. The Green Form instructed Dr. Crouse and other qualified physicians as follows: "In completing the form you may consider, rely upon and use the patient's Echocardiograms, medical records and reports, hospital records or reports, the patient's medical history or other sources of information you regularly and routinely use in your practice." Green Form at 7.

38. The Green Form required Dr. Crouse and other qualified physicians to "certify below that the patient either has or does not have a given condition to a reasonable degree of medical certainty." Green Form at 7.

39. In bold letters immediately above the physician's signature line, the Green Form states:

> **This form is an official Court document sanctioned by the Court that presides over the Diet Drug Settlement and submitting it to the AHP Settlement Trust is equivalent to filing it with a Court. I declare under penalty of perjury that the information provided in this form is correct to the best of my knowledge, information and belief.**

40. The Green Form requires Dr. Crouse and other qualified physicians to answer a series of questions about a Claimant's medical history. Answers to any one of the nine questions

regarding the reduction factors may indicate that the Claimant's regurgitation may have been caused at least in part by something other than diet drugs. These answers govern whether a claim, if valid, is valued on Matrix A or B.

41. Dr. Crouse and other qualified physicians could not answer the questions regarding the reduction factors merely by reviewing an echocardiogram, but rather had to obtain some information about a patient's medical history.

THE SETTLEMENT AGREEMENT PROVIDED THE TRUST LIMITED AUDIT RIGHTS

42. Prior to November 14, 2002, the Settlement Agreement provided the Trust and Wyeth with only a limited ability to audit the claims submitted. The Trust was permitted to designate for audit only five percent of all Matrix-Level claims submitted in a quarter. Wyeth was permitted to designate for audit an additional ten percent of all Matrix-Level claims submitted in a quarter. This limited audit program reflects the Settlement Agreement's reliance on the cardiologists to act with integrity and thereby implicitly function as gatekeepers to Trust funds.

43. On November 14, 2002, the Settlement Court, when presented with overwhelming evidence of a scheme by Dr. Crouse and others to sign and submit thousands of medically unreasonable claims, authorized the Trust to audit all claims certified by Dr. Crouse. On November 26, 2002, the Settlement Court ordered that the Trust audit one hundred percent of all claims to ensure that the Trust did not continue to pay benefits based on false certifications by Dr. Crouse or other physicians.

DEFENDANT'S FRAUDULENT CONDUCT

44. Dr. Crouse is a Fellow of the American College of Cardiology and the American Heart Association, Board Certified in Internal Medicine and in Cardiovascular Diseases, and serves as the Director of the Echocardiographic Laboratory at the Shawnee Mission Medical Center Regional Cardiovascular Institute and the Women's Cardiovascular Center. Dr. Crouse is the type of cardiologist on whom the Parties to the Settlement Agreement and the Trust intended to rely to ensure that only persons actually suffering from VHD who had ingested the diet drugs recovered the substantial sums available.

DEFENDANT GENERATED THOUSANDS OF FALSE GREEN FORMS IN EXCHANGE FOR MILLIONS OF DOLLARS

45. Instead of abiding by her professional responsibilities, Dr. Crouse intentionally defrauded the Trust by designing and operating a Green Form mass production assembly line that generated hundreds of Green Forms per week.

46. All together, Dr. Crouse signed more than 2,500 Green Forms, each time swearing under oath that the Claimant suffered from VHD ("regurgitation with complicating factors") that could not be attributed at least in part to the presence of reduction factors.

47. Dr. Crouse signed these Green Forms either knowing that many of her representations were false or knowing that she was acting with reckless disregard as to the truth of the representations.

48. Dr. Crouse knew that she had not engaged in the steps necessary to certify to a reasonable degree of medical certainty the existence of VHD.

49. Dr. Crouse signed these Green Forms willfully, knowing the information contained on them was not correct to the best of her knowledge, information and belief.

50. Dr. Crouse signed or affixed an electronic signature to Green Forms without spending the time required (1) to ensure the echocardiogram was conducted in the manner required by the Settlement Agreement, (2) to interpret the echocardiogram, (3) to meet or examine the Claimant, (4) to take a medical history, and/or (5) to review medical records or otherwise ascertain the existence of reduction factors. In almost all cases, Defendant never even met the person whose medical condition she was certifying.

51. Dr. Crouse acted in concert with her sonographers Audrey Loeb and Leslie Falke ("co-conspirators") and, upon information and belief, other sonographers employed by or associated in fact with her to implement the fraudulent scheme.

52. Dr. Crouse and her co-conspirators operated their Green Form assembly line at a pace inconsistent with the necessary care referenced in paragraphs 34-41, *supra*. For example, Dr. Crouse signed an echocardiogram report attesting to VHD a mere 16 seconds after the echocardiogram ended. On other occasions, she signed reports less than one or two minutes after the echocardiogram ended. In a single two-day period (July 2 and 3, 2002), Dr. Crouse signed Green Forms certifying VHD existed to a reasonable degree of medical certainty in 163 diet drug Claimants.

53. Dr. Crouse departed from her normal practices and spent, at most, only seven minutes reviewing diet drug Claimant echocardiograms before certifying the existence of VHD.

54. Dr. Crouse directed her co-conspirators and, upon information and belief, other sonographers to conduct echocardiograms for 12 hours per day, five days per week.

55. The co-conspirators each conducted 24 or 25 echocardiograms for Trust Claimants each day.

56. During a ten-month period, Dr. Crouse, with assistance from the co-conspirators and others, generated as many as 500 Green Forms per week for just one law firm.

57. Dr. Crouse's willingness to falsify a VHD certification resulted in Claimants' lawyers travelling to Kansas City, Missouri, with Claimants from all over the country or, more often, merely with echocardiogram tapes from all over the country. Between March 22, 2000 and May 6, 2003, Dr. Crouse was engaged by more that 25 law firms to sign Green Forms certifying to the existence of VHD in their clients.

58. For her work on behalf of only two of the 25 or more law firms, Dr. Crouse earned more than $3.2 million in fewer than 11 months. The law firms are seeking and in some cases have already received reimbursement of the amounts paid to Dr. Crouse from the Trust.

59. Upon information and belief, Dr. Crouse earned many millions of dollars more by operating the Green Form assembly line and training others on how to exploit the Settlement Agreement for the benefit of law firms.

DEFENDANT USED HER KNOWLEDGE TO TRY TO PREVENT THE TRUST FROM DETECTING THE FRAUDULENT SCHEME

60. Defendant exploited the fifteen percent audit limit imposed by the Settlement Agreement by certifying falsely to Claimants' VHD in hundreds, if not thousands of Green Forms.

61. Dr. Crouse, the co-conspirators and, upon information and belief, other sonographers used their knowledge of echocardiology and echocardiographic equipment to capture misleading and non-representative images that were intended to prevent the Trust from detecting the falsity of the Green Forms.

62. Dr. Crouse "trained" the already-experienced co-conspirators and, upon information and belief, other sonographers to take echocardiograms and measurements in a way that would make it difficult, if not impossible, for the Trust to detect that the Green Form diagnosis lacked any reasonable medical support for a VHD certification.

63. The training which the co-conspirators and, upon information and belief, other sonographers received taught them to capture on videotape misleading and non-representative echocardiogram images intended to support Dr. Crouse's false Green Form diagnoses. The misleading images fall primarily (but not exclusively) into two categories: backflow and overtracing.

64. Backflow is not regurgitation. Instead, it is the normal movement or displacement of blood that is behind the valve in the left atrium when the valve snaps shut and therefore is found in people without VHD.

65. Dr. Crouse departed from her normal practices and controlling professional standards by relying on images of backflow to support her VHD certification. Dr. Crouse knew, or should have known, that the Settlement Agreement did not permit qualified physicians to certify the existence of VHD based merely by observing or capturing images of backflow.

66. Cardiologists viewing still-image isolated frames cannot tell whether they are viewing fleeting artifacts, such as backflow, or true regurgitation.

67. Dr. Crouse departed from her normal practices and controlling professional standards by relying on non-representative single-frame images to support her VHD certification. Dr. Crouse knew that the Settlement Agreement did not permit cardiologists to certify to regurgitation merely by relying on a single non-representative still frame selected by a sonographer.

68. To assist cardiologists in interpreting echocardiograms, sonographers will "trace" the regurgitant jet area. To do this, sonographers draw electronically or "trace" a ring of white dots around a regurgitant jet area, which is then measured automatically by the sonographic equipment. The larger the regurgitant jet area in relation to the size of the left atrium, the more severe is the regurgitation.

69. Upon information and belief, Dr. Crouse discussed with the co-conspirators and perhaps other sonographers "overtracing" regurgitant jets, thereby making a regurgitant jet appear larger than it actually was. Dr. Crouse departed from her normal practices and controlling professional standards by intentionally relying on overtraced jets to support her findings of more severe regurgitation when, in fact, she knew the overtracings did not support those certifications.

DEFENDANT AND HER CO-CONSPIRATORS OPERATED THE FALSE GREEN FORM ASSEMBLY LINE FOR MORE THAN THREE YEARS

70. Dr. Crouse and her co-conspirators created false Green Forms and accompanying misleading echocardiographic images during the period from March 22, 2000 to May 6, 2003. The dates on which Dr. Crouse signed certain of these false Green Forms, and the method used to prevent the Trust from detecting the falsity (*e.g.* backflow, overtracing, *etc.*), are set forth in Exhibit C.

71. Dr. Crouse and her co-conspirators knew and intended that these Green Forms and accompanying misleading echocardiographic images were going to be submitted to the Trust to support claims for Matrix A benefits.

72. Dr. Crouse and her co-conspirators knew that it would be difficult if not impossible for the Trust to detect their fraudulent scheme if they created accompanying misleading echocardigraphic images.

DEFENDANT AND HER CO-CONSPIRATORS ENGAGED IN MAIL AND WIRE FRAUD

73. Dr. Crouse, the co-conspirators, and others acting in concert with them, used and caused the use of the mails and commercial interstate carriers throughout the duration of the assembly line scheme. Upon information and belief, Dr. Crouse, the co-conspirators, and others acting at her direction sent through the mail signed Green Forms containing false statements to lawyers and law firms with the intent that they mail the Green Forms to the Trust.

74. Dr. Crouse and her co-conspirators have severely harmed and continue to harm the Trust. The Trust cannot – even with the knowledge of the fraudulent scheme and the Court order permitting all claims to be audited – easily and inexpensively ascertain which Green Forms are false and which are not without the expediture of substantial resources.

75. Upon information and belief, Dr. Crouse, the co-conspirators and others acting in concert with them used and caused to be used the telephone and telefax in interstate commerce throughout the duration of the assembly line scheme. Upon information and belief, Dr. Crouse, the co-conspirators and others acting at the direction of Dr. Crouse used the telephone and telefax to contact one another, other co-conspirators, Claimants and others to devise the conspiracy and to set up appointments, convey results and otherwise further their purposes and the purposes of the assembly line scheme.

76. The repeated use of the telephone and telefax in interstate commerce to devise or execute any scheme or artifice to defraud or for obtaining money by means of false or fraudulent pretenses, by means of telephone or telefax constitutes wire fraud, in violation of 18 U.S.C. § 1343.

INJURY

77. Dr. Crouse made false and fraudulent representations in Green Forms that to date have induced the Trust to pay several million dollars to Claimants who were not entitled to recover the benefits sought.

78. Through her certification of hundreds of fraudulent Green Forms, Dr. Crouse intended the Trust to pay several billion dollars to Claimants who were not entitled to recover the benefits sought.

COUNT I – VIOLATION OF RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT ("RICO")

79. Paragraphs 1-78 are hereby incorporated by reference as if fully set forth herein.

80. Dr. Crouse violated the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. §§ 1961-1968.

81. Dr. Crouse, the co-conspirators, and others operated and continue to operate an ongoing medical practice licensed under state laws known as Crouse & Kramer. The medical practice impacts interstate commerce. This medical practice constitutes an ongoing Enterprise as that term is defined by RICO. The Enterprise is an ongoing organization that continues to function as a unit and engage in activity separate and apart from the fraudulent activity. The Enterprise operated, and continues to operate, a legitimate business -- a cardiology practice.

82. Dr. Crouse, as one of the lead cardiologists in the Crouse & Kramer medical practice, is one of the key persons controlling the actions of the Enterprise. She acts as an operator and manager of the Enterprise.

83. Dr. Crouse and the co-conspirators worked together on a repeated and continuous basis to generate false Green Forms and to prevent the Trust from detecting these

false representations by means of generating misleading echocardiographic images. These false Green Forms and misleading echocardiographic images were created and transmitted via mail, interstate carrier and wire on or about on the fifty dates set forth with specificity in Exhibit C as well as on other dates.

84. Dr. Crouse, the co-conspirators and, upon information and belief, other conspirators were and continue to be associated with and employed by the Enterprise.

85. Dr. Crouse directed that the co-conspirators employed by the Enterprise engage in a pattern of racketeering activity as that term is defined in 18 U.S.C. § 1961(5) and as described above in Paragraphs 44-78 and in Exhibit C.

86. Dr. Crouse, co-conspirators and, upon information and belief, others committed multiple acts of mail and wire fraud on the fifty dates set forth in Exhibit C and, upon information and belief, on other dates. They used the mails, and wires, and caused others to use the mails and wires, to deliver materially false representations for the purpose of executing the scheme to defraud the Trust by false pretenses and representations, in violation of 18 U.S.C. §1341 and §1343.

87. Dr. Crouse, co-conspirators and, upon information and belief, others committed multiple acts of wire fraud on the fifty dates set forth in Exhibit C and, upon information and belief, on other dates. They used the telephone and telefax in interstate commerce, and intended others to use the telephone and telefax in interstate commerce, to further execute the scheme to make money by false representations in violation of 18 U.S.C. § 1343.

88. The Enterprise, under the direction of Dr. Crouse, engaged and is engaging in a multi-year pattern of criminal conduct by repeatedly using the mails, commercial interstate

carriers and wires to submit false pretenses and representations for the purpose of obtaining funds. 18 U.S.C. § 1962(c).

89. Dr. Crouse, co-conspirators and others conducted and participated in the conduct of the affairs of the Enterprise through a pattern of racketeering actions in violation of 18 U.S.C. § 1962(c) as described above.

90. Dr. Crouse earned millions of dollars in exchange for her willingness to design and implement the fraudulent scheme by use of the Enterprise. Dr. Crouse designed and implemented the fraudulent scheme in order to earn sums not capable of being earned through the Enterprise's legitimate practice of medicine.

91. The Trust and its beneficiaries have been injured in their business or property, as required by 18 U.S.C. §1964(c). The impact caused by Dr. Crouse's pattern of criminal conduct, if not remedied by this Court, will continue to harm the Trust and prevent it from effectuating its purposes.

92. The Enterprise's victims include not only the Trustees and the Trust but all Claimants legitimately seeking compensation for VHD from the Trust who have been forced to await the completion of the investigation, audits, and litigation required to detect and counter the Enterprise's fraudulent scheme.

93. As a direct and proximate result of Dr. Crouse's actions as aforesaid, the Trust has been damaged in an amount to be determined at trial.

COUNT II – CONSPIRACY TO VIOLATE RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT ("RICO")

94. Paragraphs 1-93 are hereby incorporated by reference as if fully set forth herein.

95. Dr. Crouse and her co-conspirators conspired to violate the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. §§ 1961-1968.

96. Dr. Crouse and the co-conspirators operated and continue to operate an ongoing medical practice licensed under state laws known as Crouse & Kramer. The medical practice impacts interstate commerce. This medical practice constitutes an ongoing Enterprise as that term is defined by RICO. The Enterprise is an ongoing organization that continues to function as a unit and engage in activity separate and apart from the fraudulent activity. The Enterprise operated, and continues to operate, a legitimate business -- a cardiology practice.

97. Dr. Crouse, as one of the lead cardiologists in the Crouse & Kramer medical practice, is one of the key persons controlling the actions of the Enterprise. She acts as an operator and manager of the Enterprise.

98. Dr. Crouse and the co-conspirators conspired together on a repeated and continuous basis to generate false Green Forms and to prevent the Trust from detecting these false representations by means of generating misleading echocardiographic images. Dr. Crouse and the co-conspirators conspired to create false Green Forms and misleading echocardiographic images on the fifty dates set forth in Exhibit C, as well as, upon information and belief, on other dates.

99. Dr. Crouse, the co-conspirators and, upon information and belief, other conspirators were and continue to be associated with and employed by the Enterprise.

100. Dr. Crouse and the co-conspirators employed by the Enterprise conspired together to conduct, and to participate in the conduct of the affairs of the Enterprise through a pattern of racketeering activity as that term is defined in 18 U.S.C. § 1961(5) and as described above with specificity in Paragraphs 44–78 and Exhibit C.

101. Dr. Crouse, co-conspirators and, upon information and belief, others conspired together to commit multiple acts of mail and wire fraud on the fifty dates set forth in Exhibit C and, upon information and belief, on other dates. They conspired to use the mail, and wires, and to cause others to use the mails and wires, to execute a scheme intended to defraud the Trust by false pretenses and representations, in violation of 18 U.S.C. §1341 and §1343.

102. Dr. Crouse, co-conspirators and, upon information and belief, others conspired together to commit multiple acts of wire fraud on the fifty dates set forth in Exhibit C and, upon information and belief, on other dates. They conspired together to use the telephone and telefax in interstate commerce, and to have others to use the telephone and telefax in interstate commerce, to execute the scheme to make money by false representations in violation of 18 U.S.C. § 1343.

103. The Enterprise, under the direction of Dr. Crouse, conspired with Dr. Crouse and the co-conspirators to engage in a multi-year pattern of criminal conduct by repeatedly using the mails, commercial interstate carriers and wires to submit false pretenses and representations for the purpose of obtaining funds. 18 U.S.C. § 1962(c).

104. The Trust and its beneficiaries have been injured in their business or property, as required by 18 U.S.C. §1964(c) by the conspiracy between Dr. Crouse and the co-conspirators. The impact caused by Dr. Crouse's conspiracy, if not remedied by this Court, will continue to harm the Trust and prevent it from effectuating its purposes.

105. The conspiracy victims include not only the Trustees and the Trust but all Claimants legitimately seeking compensation for VHD from the Trust who have been forced to await the completion of the investigation, audits, and litigation required to detect and counter the conspiracy.

106. As a direct and proximate result of Dr. Crouse's conspiratorial actions as aforesaid, the Trust has been damaged in an amount to be determined at trial.

COUNT III – INTENTIONAL MISREPRESENTATION AND FRAUD

107. Paragraphs 1-106 are hereby incorporated by reference as if fully set forth herein.

108. Dr. Crouse repeatedly and intentionally made false representations, under penalty of perjury, in Green Forms on the dates set forth in Exhibit C and at other times.

109. Dr. Crouse either knew she was making false representations or, alternatively, she acted with wanton and reckless disregard for the truth of her representations regarding the condition and history of the Claimants.

110. Dr. Crouse knew that her false representations would be relied upon and were material to the operations of the Trust.

111. The Trust justifiably relied on Dr. Crouse's Green Form false representations in deciding to pay benefits to the Claimants who do not have VHD. The Trust also justifiably relied upon Dr. Crouse's representations regarding an individual's medical history in determining whether a person with VHD qualified for benefits under Matrix A or Matrix B.

112. Dr. Crouse intended to mislead the Trust into relying on her false representations. Dr. Crouse designed and implemented a scheme to generate misleading echocardiographic images to prevent the Trust from detecting her false representations.

113. Dr. Crouse's conduct was outrageous and evidenced either an evil motive, to wit, greed, or reckless indifference to the rights of others.

114. As a direct and proximate result of Dr. Crouse's intentional misconduct, the Trust has been damaged in an amount to be determined at trial.

COUNT IV – CONSPIRACY TO COMMIT FRAUD

115. Paragraphs 1-114 are hereby incorporated by reference as if fully set forth herein.

116. Dr. Crouse and the co-conspirators did, unlawfully, knowingly and willfully combine, conspire, confederate and agree together to make false representations on the Green Forms and to prevent that Trust from detecting those false representations by submitting misleading echocardiographic images.

117. It was the overall plan and purpose of the conspiracy for the Dr. Crouse and her co-conspirators to commit the various acts described in this Complaint for the purpose of enriching themselves.

118. The conspiracy was carried out by the methods and means, among others, described in this Complaint.

119. In furtherance of conspiracy and to achieve its objects, the Dr. Crouse and her co-conspirators committed the overt acts, among others, described in this Complaint.

120. As a direct and proximate result of the conspiracy and Dr. Crouse's essential participation therein, the Trust has been damaged in an amount to be determined at trial.

COUNT V – GROSS NEGLIGENCE, WILLFUL MISCONDUCT, WANTON AND OUTRAGEOUS CONDUCT

121. Paragraphs 1-120 are hereby incorporated by reference as if fully set forth herein.

122. Dr. Crouse repeatedly and knowingly acted with complete and reckless disregard for the truth or falsity of the representations she was making about Claimants' medical conditions on Green Forms.

123. Dr. Crouse knew that the false Green Forms would be submitted to the Trust to support claims for financial benefits, and that the Trust would rely on them in determining the appropriateness and amounts of those benefits.

124. Dr. Crouse knew or had reason to know that she would harm the Trust and harm those legitimate Claimants with VHD by creating false Green Forms and misleading echocardiographic images. Dr. Crouse's misrepresentations were material to the operations of the Trust.

125. Dr. Crouse failed to make any reasonable investigation as to the truth of her representations. Dr. Crouse acted with wanton and reckless disregard for the consequences of her actions. Dr. Crouse acted with such a lack of care or regard for the consequences as to constitute willfulness, wantonness and outrageous conduct.

126. The Trust justifiably relied on Dr. Crouse's Green Form misrepresentations, all of which she signed under penalty of perjury, and the misleading and non-representative echocardiographic images in deciding whether to pay diet drug Claimants.

127. Dr. Crouse knew and intended that her representations would induce the Trust to act on them.

128. As a direct and proximate result of Dr. Crouse's negligence, the Trust has been damaged in an amount to be determined at trial.

COUNT VI – NEGLIGENCE

129. Paragraphs 1-128 are hereby incorporated by reference as if fully set forth herein.

130. Dr. Crouse acted negligently by failing to ascertain the truth or falsity of the representations she was making about Claimants' medical conditions on Green Forms.

131. Dr. Crouse knew that the false Green Forms would be submitted to the Trust to support claims for financial benefits, and that the Trust would rely on them in determining the appropriateness and amounts of those benefits.

132. Dr. Crouse knew or had reason to know that she would harm the Trust and harm those legitimate Claimants with VHD if she negligently failed to file accurate Green Forms. Dr. Crouse's negligence related to representations material to the operations of the Trust.

133. Dr. Crouse failed to make any reasonable investigation as to the truth of her representations.

134. The Trust justifiably relied on Dr. Crouse's Green Form negligent misrepresentations, all of which she signed under penalty of perjury, in deciding whether to pay diet drug Claimants.

135. Dr. Crouse knew and intended that her representations would induce the Trust to act on them.

136. As a direct and proximate result of Dr. Crouse's negligence, the Trust has been damaged in an amount to be determined at trial.

COUNT VII – UNJUST ENRICHMENT

137. Paragraphs 1-136 are hereby incorporated by reference as if fully set forth herein.

138. Dr. Crouse was unlawfully and unjustly enriched as a result of her actions and inactions that resulted in false representations to the Trust.

139. It is unjust to permit Dr. Crouse to retain the money she earned by ignoring controlling professional standards and intentionally defrauding the Trust.

140. As a direct and proximate result of Dr. Crouse's actions and inactions, the Trust has been damaged in an amount to be determined at trial.

PRAYER FOR RELIEF

Plaintiffs seek compensatory damages to make the Trust whole and place it in the same position it would have been in absent Dr. Crouse's and the co-conspirators' conduct.

Plaintiffs seek punitive damages in an amount sufficient to punish Dr. Crouse for her egregious and intentional misconduct and to deter others from engaging in similar misconduct.

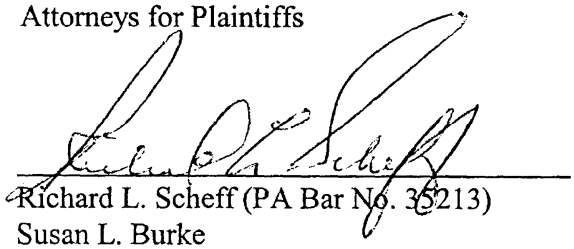
Plaintiffs seek treble damages and such other damages as are permitted by RICO.

Plaintiffs seek attorneys fees and costs.

INJUNCTIVE AND EQUITABLE RELIEF

Plaintiffs seek such other injunctive and equitable relief as this Court deems appropriate and necessary to ensure that the Trust fulfills its purpose.

Attorneys for Plaintiffs



Richard L. Scheff (PA Bar No. 35213)
Susan L. Burke
Scott A. Coffina
MONTGOMERY, MCCRACKEN, WALKER
& RHOADS, LLP
123 South Broad Street
Philadelphia, PA 19109
Telephone: (215) 772-7502

Exhibit 8

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JOSEPH L. CASTLE, II, GEORGE A. BELLER, M.D., THE HONORABLE RICHARD S. COHEN, THE HONORABLE CHRIS HARRIS, ALISON OVERSETH ROSE-MARIE ROBERTSON, M.D., FACC, and THE HONORABLE DEAN M. TRAFELET, as Trustees for, and on behalf of, THE AHP SETTLEMENT TRUST, Mellon Independence Center 701 Market Street Suite 55555 Philadelphia, PA 19106 Plaintiffs, v. RICHARD L. MUELLER, M.D. 133 E. 58th Street, #909 New York, NY 10022	CIVIL ACTION NO. _____ RELATED to MDL No. 1203

COMPLAINT

1. This action alleges that Defendant Richard L. Mueller, M.D., a knowledgeable and expert cardiologist, intentionally defrauded the AHP Settlement Trust ("the Trust") and acted in a grossly negligent, outrageous, wanton and reckless fashion by certifying that certain Claimants had serious valvular heart disease ("VHD") when he either knew that they did not or knew he had no reasonable basis for certifying that they did. This action alleges that Dr. Mueller, conspiring with a law firm, engaged in misconduct in order to earn substantial additional contingent fees being offered by the law firm in exchange for VHD certifications. Dr. Mueller's actions harmed the AHP Settlement Trust by causing it to pay millions of dollars to

persons who did not have VHD. Further, Dr. Mueller's actions caused and continue to cause the AHP Settlement Trust to incur substantial medical, legal and other fees to ensure that no additional payments are made based on his false certifications for persons who do not have VHD.

PARTIES

2. The Trust is a judicially-created and approved Trust that receives settlement funds from Wyeth Corporation ("Wyeth") (formerly known as American Home Products or AHP Corporation) pursuant to the Nationwide Class Action Settlement Agreement ("Settlement Agreement") resolving *In re Diet Drugs*, MDL #1203 (E.D. Pa.). (The Settlement Agreement, as amended, is attached as Exhibit A.)

3. The Trust, created under the laws of Pennsylvania, has its principal place of business in Philadelphia, Pennsylvania. The Trust processes and reviews claims submitted and disburses funds to those persons who qualify for receipt of benefits under the terms of the Settlement Agreement.

4. On February 25, 2000, this Court appointed seven Trustees to operate the Trust, all of whom continue to serve as Trustees.

5. Trustee Joseph L. Castle is a citizen and resident of Pennsylvania.

6. Trustee George A. Beller, M.D. is a citizen and resident of Virginia.

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

8. Trustee the Honorable Chris Harris is a citizen and resident of Texas.

9. Trustee Alison Overseth is a citizen and resident of New York.

10. Trustee Rose-Marie Robertson, M.D., FACC, is a citizen and resident of Tennessee.

11. Trustee the Honorable Dean M. Trafelet is a citizen and resident of Illinois.

12. These seven Trustees, acting in the fiduciary interest of the Trust, and the Trust itself, are the Plaintiffs in this action.

13. The Defendant, Richard L. Mueller, M.D., is a citizen and resident of New York, New York. Defendant is a cardiologist board certified in Internal Medicine and Cardiovascular Diseases, and a Level II-trained echocardiographer. He operates a private clinical practice located at 133 E. 58th Street, #909, New York, NY 10022.

JURISDICTION AND VENUE

14. This Court has jurisdiction over this matter pursuant to the Court's continuing jurisdiction over the diet drug litigation. On or about August 28, 2000, the Court issued Pre-Trial Order No. 1415, which retained for the Court "continuing and exclusive jurisdiction over this action and each of the parties, including AHP and the class members, to administer, supervise, interpret and enforce the Settlement in accordance with its terms; to supervise the operation of the Settlement Trust; to determine applications for and make reasonable awards of attorneys' fees and reimbursement of costs to Class and Subclass Counsel, the Plaintiffs' Management Committee, and others for work contributing to the common benefit of the class; and to enter such other and further orders as are needed to effectuate the terms of the Settlement." This action falls within the scope of that Order.

15. This Court also has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1367 (supplemental jurisdiction).

16. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to this action and the harm at issue occurred in this judicial district.

BACKGROUND FACTS – THE DIET DRUG SETTLEMENT

17. For the convenience of the Parties and the Court, the allegations of the Complaint are divided by headings to which no response is required and which are merely intended to summarize the allegations that follow.

18. During the summer of 1997, physicians at the Mayo Clinic reported that two diet drugs (Pondimin and Redux) manufactured by Wyeth appeared to cause injuries to the aortic and mitral valves located in the left side of the heart.

19. On September 15, 1997, Wyeth announced that it was withdrawing Pondimin and Redux from the market. Immediately thereafter, persons who had taken Pondimin and Redux filed some 18,000 individual lawsuits and more than 100 class actions in state and federal courts, alleging personal injury and other claims and seeking medical monitoring.

20. On December 10, 1997, all pending federal actions were transferred to the United States District Court for the Eastern District of Pennsylvania for consolidated pretrial proceedings. *See In re Diet Drugs (Phentermine, Fenfluramine, Dexfenfluramine) Prods. Liab. Litig.*, 990 F. Supp. 834 (J.P.M.L. 1998). The consolidated actions proceeded before the Honorable Louis C. Bechtle until his retirement in July 2001, after which they were assigned to the Honorable Harvey Bartle, III ("the Settlement Court").

21. On November 17, 1999, two years after the Mayo Clinic research was initially published, Wyeth and Class Counsel executed the Settlement Agreement, which was intended to provide a comprehensive legal remedy for persons allegedly injured by ingesting Pondimin and Redux.

22. All Class Members who were diagnosed as having valvular heart disease ("VHD") could elect to receive a payment from the Trust, or to opt out of the settlement and

pursue claims against Wyeth in the court system. The Settlement Agreement also provides various payments to Class Members who suffered more benign valve disease.

23. To be eligible for the primary settlement benefits, Class Members had to obtain an echocardiogram before January 3, 2003. Echocardiograms are ultrasonic examinations of the heart using high frequency sound waves to create moving images of the heart and its valves.

24. The settlement was established to provide compensation for users of Pondimin and Redux who were diagnosed as having VHD. By submitting misleading and false medical evidence to support illegitimate claims, Dr. Mueller and his co-conspirators have improperly caused moneys to be paid to undeserving Claimants and diverted the Trust's resources from paying legitimate and deserving Claimants.

FDA – POSITIVE LEVELS OF REGURGITATION INDICATE VHD

25. An echocardiogram is the primary tool that cardiologists and cardiothoracic surgeons use to assess the levels of Claimants' valvular regurgitation. Valvular regurgitation, standing alone, does not indicate VHD. Indeed, "trace" amounts of valvular regurgitation may be present in most adults.

26. Valvular regurgitation is abnormal and represents a manifestation of underlying serious VHD only if there is either (a) mild or greater regurgitation of the aortic valve or (b) moderate or greater regurgitation of the mitral valve. These medically significant levels of regurgitation are also referred to herein as "FDA-positive."

27. The Settlement Agreement contemplates that persons with FDA-positive regurgitation indicating VHD -- and only those persons -- may be entitled to significant compensation for their physical injuries.

28. Persons with VHD indicated by FDA-positive regurgitation are entitled to seek compensation from the Trust. The compensation available varies according to the severity of the condition, as well as certain pre-existing conditions, and ranges from approximately $25,000 to $1,500,000.

29. This payment range is set forth in two matrices known as Matrix A and Matrix B. Persons diagnosed with VHD with one or more complicating factors are entitled to higher-level Matrix A compensation unless they have one or more "reduction factors." *See* Settlement Agreement § IV.B.2.d(2)(c)(iii). The reduction factors include certain pre-existing or unrelated conditions such as lupus, arthritis, carcinoid tumors and extended use of methysergides or ergotamines and associated valvular abnormalities. *See* Settlement Agreement § IV.B.2.d(2)(c)(iii).

30. The presence of any one of these reduction factors ascertained from a Claimant's medical history means that a Claimant's heart valve regurgitation cannot be exclusively linked to the ingestion of the diet drugs. Accordingly, the amount of compensation paid to Claimants known to have one or more reduction factors is lower.

SETTLEMENT AGREEMENT REQUIRES THAT A QUALIFIED PHYSICIAN CERTIFY TO A REASONABLE DEGREE OF MEDICAL CERTAINTY THAT THE CLAIMANT HAS VHD

31. Under the Settlement Agreement, Claimants could not simply use any physician to certify a VHD diagnosis and the presence or absence of reduction factors. Rather, Claimants had to retain a board-certified cardiologist or cardiothoracic surgeon with Level II or higher training in echocardiography to conduct or supervise the conduct of an echocardiogram after September 30, 1999, and to ascertain the existence of VHD based on interpretation of that echocardiogram.

32. The Settlement Agreement agreed upon by the Parties rested largely upon a presumption that the Trust could and would rely upon the integrity of cardiologists and cardiothoracic surgeons to act in good faith and in accord with governing professional standards and thereby effectively function as gatekeepers to Trust payments.

33. The Settlement Agreement and the "Official Notice of Final Judicial Approval" made clear the pivotal role that Dr. Mueller and other qualified physicians would play in the implementation of the Agreement. The Notice expressly referred to being "diagnosed by a Board-Certified cardiologist or cardiothoracic surgeon as having ... FDA positive ... regurgitation ...." (emphasis added).

THE GREEN FORM IMPLEMENTS THE SETTLEMENT AGREEMENT

34. To implement the Settlement Agreement, the Settlement Court approved a form (hereinafter referred to as the Green Form) on which a qualified physician would personally attest under penalty of perjury to (a) the existence of VHD and (b) the existence or absence of other conditions relevant to a determination of whether a Claimant should receive a payment from either Matrix A or B. (A copy of the Green Form is attached as Exhibit B.)

35. The Green Form mandated that Dr. Mueller and other qualified physicians use a certain type of echocardiography -- color flow Doppler -- to determine the presence and severity of VHD.

36. The Green Form also required that Dr. Mueller and other qualified physicians conduct (or supervise) and interpret the echocardiograms in accordance with the procedures outlined in H. Feigenbaum, Echocardiography (5th ed. 1994) and A. Weyman, Principles and Practice of Echocardiography (2d ed. 1994), which are widely acknowledged and relied upon as authoritative texts within the profession.

37. The Green Form instructed Dr. Mueller and other qualified physicians as follows: "In completing the form you may consider, rely upon and use the patient's Echocardiograms, medical records and reports, hospital records or reports, the patient's medical history or other sources of information you regularly and routinely use in your practice." Green Form at 7.

38. The Green Form required Dr. Mueller and other qualified physicians to "certify below that the patient either has or does not have a given condition to a reasonable degree of medical certainty." Green Form at 7.

39. In bold letters immediately above the physician's signature line, the Green Form states:

> **This form is an official Court document sanctioned by the Court that presides over the Diet Drug Settlement and submitting it to the AHP Settlement Trust is equivalent to filing it with a Court. I declare under penalty of perjury that the information provided in this form is correct to the best of my knowledge, information and belief.**

40. The Green Form requires Dr. Mueller and other qualified physicians to answer a series of questions about a Claimant's medical history. Answers to any one of the nine questions regarding the reduction factors may indicate that the Claimant's regurgitation was caused at least in part by something other than diet drugs. These answers govern whether a claim, if valid, is valued on Matrix A or B.

41. Dr. Mueller and other qualified physicians could not answer the questions regarding the reduction factors merely by reviewing an echocardiogram, but rather had to obtain information about a patient's medical history.

has become a multispecialty medical group practice. This action concerns only Dr. Mueller, not any of the other physicians in the group practice.

46. Defendant is exactly the type of highly-qualified cardiologist on whom the parties and the Trust intended to rely to serve a gatekeeping role and ensure that only persons actually suffering from VHD caused by diet drugs would recover the substantial sums available.

47. Instead of abiding by his professional responsibilities, Dr. Mueller intentionally defrauded the Trust by knowingly generating false Green Forms.

48. In August of 2000, a law firm approached Dr. Mueller about performing and interpreting echocardiograms for clients of the law firm.

49. In the course of Dr. Mueller's association with the law firm, Dr. Mueller performed and/or interpreted hundreds of echocardiograms.

50. Dr. Mueller signed more than eighty Green Forms, each time swearing under oath that the Claimant suffered from VHD ("regurgitation with complicating factors") that could not be attributed at least in part to the presence of reduction factors. The dates Dr. Mueller signed these Green Forms are set forth in Exhibit C.

51. Dr. Mueller signed these Green Forms either knowing that his representations were false or knowing that he was acting with reckless disregard as to the truth of the representations.

52. Dr. Mueller knew that he had not engaged in the steps necessary to certify to a reasonable degree of medical certainty the existence of FDA-positive VHD without reduction factors.

53. Dr. Mueller signed these Green Forms willfully, knowing the information contained on them was not correct to the best of his knowledge, information and belief.

THE SETTLEMENT AGREEMENT PROVIDED THE TRUST LIMITED AUDIT RIGHTS

42. Prior to November 14, 2002, the Settlement Agreement provided the Trust and Wyeth with only a limited ability to audit the claims submitted. The Trust was permitted to designate for audit only five percent of all Matrix-Level claims submitted in a quarter. Wyeth was permitted to designate for audit an additional ten percent of all Matrix-Level claims submitted in a quarter. This limited audit program reflects the Settlement Agreement's reliance on the cardiologists to act with integrity and thereby implicitly function as gatekeepers to Trust funds.

43. On November 14, 2002, the Settlement Court, when presented with overwhelming evidence of a scheme by Dr. Mueller to sign and submit numerous medically unreasonable claims, authorized the Trust to audit all claims certified by Dr. Mueller. On November 26, 2002, the Settlement Court ordered that the Trust audit one hundred percent of all claims prior to payment to ensure that the Trust did not continue to pay benefits based on false certifications by Dr. Mueller or other physicians.

DR. MUELLER FRAUDULENTLY GENERATED FALSE GREEN FORMS

44. Dr. Mueller has Level II training in echocardiography. He is a Fellow of the American College of Cardiology and certified by the American Board of Internal Medicine with a subspecialty in Cardiovascular Diseases.

45. Since 1994, Dr. Mueller has operated a private clinical practice in New York City known as Medical Associates of New York that, with later additions of other physicians,

54. Dr. Mueller signed Green Forms without taking or supervising the taking of a medical history, and/or reviewing medical records or otherwise ascertaining the existence of reduction factors.

55. Instead, in almost all cases, Dr. Mueller relied on the law firm to complete -- prior to his medical review -- Part II of the Green Form in its entirety, including the level of mitral regurgitation present, with the exception of the doctor signature and date.

56. Dr. Mueller knew that the Settlement Agreement called for cardiologists, not law firms, to diagnose VHD. The Green Form states clearly in large bold type in Part II as follows:

> **Part II of this form must be completed by a Board-Certified Cardiologist or a Board-Certified Cardiothoracic Surgeon.**

57. Dr. Mueller knew that he should be taking medical histories or reviewing medical records. Although Dr. Mueller initially did so, he subsequently acquiesced when the law firm took over his professional obligations. Dr. Mueller knowingly relied on medical histories that had been supplied by the law firm and as to which he had no personal knowledge.

58. Dr. Mueller knew that the law firm should not be providing him computer-generated answers to the Green Form questions. Dr. Mueller knew that the law firm made mistakes in the manner in which it answered the Green Form. While at times Dr. Mueller made corrections to the computer-generated answers to the Green Form questions, at other times, he noted corrections on separate pieces of paper but signed the Green Form anyway. Dr. Mueller knew that he was certifying and attesting to levels of regurgitation that had been suggested to him by the law firm. Dr. Mueller acquiesced and participated in the practices he knew to be wrong.

DR. MUELLER USED HIS KNOWLEDGE TO TRY TO PREVENT THE TRUST FROM DETECTING THE FRAUDULENT SCHEME

59. Dr. Mueller exploited the fifteen percent audit limit imposed by the Settlement Agreement by certifying falsely to Claimants' VHD in Green Forms.

60. Dr. Mueller used his knowledge of echocardiography and echocardiographic equipment to capture misleading and non-representative images that were intended to prevent the Trust from detecting the falsity of the Green Forms.

61. Dr. Mueller conspired with the law firm to follow its "protocol" and to take echocardiograms and measurements in a way that would make it difficult, if not impossible, for the Trust to detect that the Green Form diagnosis lacked any reasonable medical support for a VHD certification.

62. Dr. Mueller captured on videotape misleading and non-representative echocardiogram images intended to support false Green Form diagnoses. The misleading images fall primarily (but not exclusively) into three categories: images distorted by improper Nyquist limits, backflow, and overtracing.

63. Contrary to his normal practices and controlling professional standards, Dr. Mueller intentionally set the "Nyquist" limit on the sonography machines too low. The Nyquist setting on the echocardiographic equipment is a factor that impacts the quality and clarity of the images being recorded, and a Nyquist setting that is too low often will significantly overestimate the severity of mitral regurgitation.

64. The American College of Cardiology – of which Dr. Mueller is a Fellow – cautions practitioners as follows: "All of the modern ultrasound systems are capable of lowering the Nyquist limit in order to visualize better venous flows. However, if these settings are accidentally maintained when evaluating regurgitant valvular lesions, the severity of

regurgitation can be significantly overestimated." American College of Cardiology Foundation website, http://www.acc.org/education/online/echo_month/1200/Dec00_02.htm (emphasis added).

65. Dr. Mueller intentionally set the Nyquist setting too low on his echocardiographic equipment. Dr. Mueller knew or should have known that the low Nyquist setting was creating distorted and misleading images of regurgitation that did not actually exist.

66. At some point, Dr. Mueller knew that the Trust had raised concerns about the validity of the echocardiograms conducted with the low Nyquist settings. Nevertheless, Dr. Mueller did not re-conduct the echocardiograms that had been improperly performed, and continued to leave the Nyquist setting too low.

67. Dr. Mueller failed to rectify his past misconduct and continued to use an artificially low Nyquist setting to create misleading images because he was conspiring with the law firm to defraud the Trust.

68. Dr. Mueller departed from his normal practices and controlling professional standards by relying on images of backflow to support his VHD certification. Backflow is not regurgitation. Instead, it is the normal movement or displacement of blood that is behind the mitral valve in the left atrium when the valve snaps shut and therefore is found in people without VHD. Dr. Mueller knew, or should have known, that the Settlement Agreement did not permit qualified physicians to certify the existence of VHD based merely upon observed or captured images of backflow.

69. Dr. Mueller departed from his normal practices and controlling professional standards by relying on non-representative single-frame images to support his false VHD certifications. Cardiologists viewing still-image isolated frames cannot tell whether they are

viewing fleeting artifacts, such as backflow, or true regurgitation. Dr. Mueller knew that the Settlement Agreement did not permit cardiologists to certify to regurgitation merely by relying on a single non-representative still frame.

70. Dr. Mueller departed from his normal practices and controlling professional standards by intentionally relying on overtraced jets to support findings of regurgitation when, in fact, he knew the overtracings did not support those certifications. To assist cardiologists interpreting echocardiograms, sonographers may "trace" the regurgitant jet area. To do this, sonographers draw electronically or "trace" a ring of white dots around a regurgitant jet area, which is then measured automatically by the sonographic equipment. The larger the regurgitant jet area in relation to the size of the left atrium, the more severe is the regurgitation. Dr. Mueller relied on tracings that overestimated the size of the regurgitant jet area, by encompassing areas larger than the visible regurgitant jets.

DR. MUELLER CREATED FALSE GREEN FORMS BECAUSE HIS COMPENSATION WAS CONTINGENT ON GENERATING FORMS TO SUPPORT MATRIX CLAIMS.

71. Dr. Mueller created false Green Forms, echocardiogram reports and accompanying misleading echocardiographic images on or about the dates set forth in Exhibit C. A list of the precise dates on which Dr. Mueller made representations improperly relying on the law firm's information are set forth in Exhibit C.

72. Dr. Mueller knew and intended that Green Forms he signed and accompanying misleading echocardiographic images he created were going to be submitted to the Trust to support claims for Matrix A benefits.

73. Dr. Mueller knew, should have known or was willfully blind to the fact, that it would be difficult if not impossible for the Trust to detect the fraudulent scheme under the limited fifteen percent audit regime in place under the Settlement Agreement.

74. Dr. Mueller engaged in this fraudulent scheme because he was paid substantially more by the law firm when he "diagnosed" a condition meriting the filing of a Green Form (i.e., Matrix-Level benefits) than when he simply ruled out such a condition.

75. Dr. Mueller was paid $900 by the law firm for each echocardiogram he performed and interpreted.

76. Dr. Mueller also had a substantial financial interest to render a diagnosis that a client qualified for Matrix Level benefits. For each Green Form he certified, Dr. Mueller was to be paid an additional $2,000 – including a contingency arrangement whereby he was paid $500 immediately, and was to be paid the remaining $1,500 upon the Trust's payment of the claim.

77. In vast majority of cases, Dr. Mueller did not even prepare the Green Forms for which he was paid $2,000. Rather, the Green Forms were prepared for his review and signature by employees of the law firm, allegedly with the law firm's assurance that it had taken an "extensive" medical history of each claimant.

78. Dr. Mueller ultimately was to be paid $2,900 for each successful claim for Matrix-Level benefits for the law firm's clients.

79. These additional monies provided a powerful incentive for Dr. Mueller to commit fraud. Dr. Mueller knowingly and intentionally certified Green Forms that he knew or should have known were false in order to receive the additional monies.

DR. MUELLER'S MISCONDUCT HAS INJURED THE TRUST

80. Dr. Mueller made false and fraudulent representations in Green Forms that to date have induced the Trust to pay a substantial sum to Claimants who were not entitled to recover the benefits sought.

81. Through his certification of fraudulent Green Forms, Dr. Mueller intended the Trust to pay several million dollars more to Claimants who were not entitled to recover the benefits sought.

COUNT I – INTENTIONAL MISREPRESENTATION AND FRAUD

82. Paragraphs 1-81 are hereby incorporated by reference as if fully set forth herein.

83. Dr. Mueller repeatedly and intentionally made false representations, under penalty of perjury, in Green Forms on the dates set forth in Exhibit C and at other times.

84. Dr. Mueller either knew he was making false representations or alternatively, acted with wanton and reckless disregard for the truth of his representations, regarding the condition and history of the Claimants.

85. Dr. Mueller knew that his false representations would be relied upon and were material to the determinations of the Trust.

86. The Trust justifiably relied on Dr. Mueller's Green Form false representations in deciding to pay benefits to the Claimants who do not have VHD. The Trust also justifiably relied upon Dr. Mueller's false representations regarding an individual's medical history in determining whether a person with VHD qualified for benefits under Matrix A or Matrix B.

87. Dr. Mueller intended to mislead the Trust into relying on his false representations. Dr. Mueller implemented a scheme to generate misleading echocardiographic images to prevent the Trust from detecting his false representations.

88. Dr. Mueller's conduct was outrageous and evidenced either an evil motive, to wit, greed, or reckless indifference to the rights of others.

89. As a direct and proximate result of Dr. Mueller's fraudulent conduct, the Trust has been damaged in an amount equal to the value of claims which should not have been paid by the Trust, and also the value of substantial legal and medical expenses incurred by the Trust to ensure that no further payments are made based on his false certifications for persons who do not have VHD, the precise amount of which shall be determined at trial.

COUNT II – CONSPIRACY TO COMMIT FRAUD

90. Paragraphs 1-89 are hereby incorporated by reference as if fully set forth herein.

91. Dr. Mueller and his co-conspirators did, unlawfully, knowingly and willfully combine, conspire, confederate and agree together to make false representations on the Green Forms and to prevent the Trust from detecting those false representations by submitting misleading echocardiographic images.

92. It was the overall plan and purpose of the conspiracy for Dr. Mueller and his co-conspirators to commit the various acts described in this Complaint for the purpose of enriching themselves.

93. The conspiracy was carried out by the methods and means, among others, described in this Complaint.

94. In furtherance of the conspiracy and to achieve its objects, Dr. Mueller and his co-conspirators committed the overt acts, among others, described in this Complaint.

95. As a direct and proximate result of Dr. Mueller's participation in this conspiracy, the Trust has been damaged in an amount equal to the value of claims which should not have been paid by the Trust, and also the value of substantial legal and medical expenses incurred by

the Trust to ensure that no further payments are made based on his false certifications for persons who do not have VHD, the precise amount of which shall be determined at trial.

COUNT III – GROSS NEGLIGENCE, WILLFUL MISCONDUCT, WANTON AND OUTRAGEOUS CONDUCT

96. Paragraphs 1-95 are hereby incorporated by reference as if fully set forth herein.

97. Dr. Mueller repeatedly and knowingly acted with complete and reckless disregard for the truth or falsity of the representations he was making about Claimants' medical conditions on Green Forms.

98. Dr. Mueller knew that the false Green Forms would be submitted to the Trust to support claims for financial benefits, and that the Trust would rely on them in determining the appropriateness and amounts of those benefits.

99. Dr. Mueller knew or had reason to know that he would harm the Trust and harm those legitimate Claimants with VHD by creating false Green Forms and misleading echocardiographic images. Dr. Mueller's misrepresentations were material to the operations of the Trust.

100. Dr. Mueller failed to make any reasonable investigation as to the truth of his representations. Dr. Mueller acted with wanton and reckless disregard for the consequences of his actions. Dr. Mueller acted with such a lack of care or regard for the consequences as to constitute willfulness, wantonness and outrageous conduct.

101. The Trust justifiably relied on Dr. Mueller's Green Form misrepresentations, all of which he signed under penalty of perjury, and his misleading and non-representative echocardiographic images in deciding whether and how much to pay diet drug Claimants.

102. Dr. Mueller knew and intended that his representations would induce the Trust to act on them.

103. As a direct and proximate result of Dr. Mueller's gross negligence and willful misconduct, the Trust has been damaged in an amount equal to the value of claims which should not have been paid by the Trust, and also the value of substantial legal and medical expenses incurred by the Trust to ensure that no further payments are made based on his false certifications for persons who do not have VHD, the precise amount of which shall be determined at trial.

COUNT IV – NEGLIGENCE

104. Paragraphs 1-103 are hereby incorporated by reference as if fully set forth herein.

105. Dr. Mueller acted negligently by failing to ascertain the truth or falsity of the representations was making about Claimants' medical conditions on Green Forms.

106. Dr. Mueller knew that the false Green Forms would be submitted to the Trust to support claims for financial benefits, and that the Trust would rely on them in determining the appropriateness and amounts of those benefits.

107. Dr. Mueller knew or had reason to know that he would harm the Trust and harm those legitimate Claimants with VHD if he negligently failed to obtain medical histories and to file accurate Green Forms. Dr. Mueller's negligence related to representations material to the operations of the Trust.

108. Dr. Mueller failed to make any reasonable investigation as to the truth of his representations.

109. The Trust justifiably relied on Dr. Mueller's Green Form negligent misrepresentations, all of which he signed under penalty of perjury, in deciding whether to pay diet drug Claimants.

110. Dr. Mueller knew and intended that his representations would induce the Trust to act on them.

111. As a direct and proximate result of Dr. Mueller's negligence, the Trust has been damaged in an amount equal to the value of claims which should not have been paid by the Trust, and also the value of substantial legal and medical expenses incurred by the Trust to ensure that no further payments are made based on his false certifications for persons who do not have VHD, the precise amount of which shall be determined at trial.

COUNT V – UNJUST ENRICHMENT

112. Paragraphs 1-111 are hereby incorporated by reference as if fully set forth herein.

113. Dr. Mueller was unlawfully and unjustly enriched as a result of his actions and inactions that resulted in false representations to the Trust.

114. It is unjust to permit Dr. Mueller to retain the money he earned by ignoring controlling professional standards and intentionally defrauding the Trust.

115. As a direct and proximate result of Dr. Mueller's actions and inactions, the Trust has been damaged in an amount equal to the value of claims which should not have been paid by the Trust, and also the value of substantial legal and medical expenses incurred by the Trust to ensure that no further payments are made based on his false certifications for persons who do not have VHD, the precise amount of which shall be determined at trial.

PRAYER FOR RELIEF

Plaintiffs seek compensatory damages to make the Trust whole and place it in the same position in which it would have been absent Dr. Mueller's conduct.

Plaintiffs seek punitive damages in an amount sufficient to punish Dr. Mueller for his egregious and intentional misconduct and to deter others from engaging in similar misconduct.

Plaintiffs seek attorneys' fees and costs.

INJUNCTIVE AND EQUITABLE RELIEF

Plaintiffs seek such other injunctive and equitable relief as this Court deems appropriate and necessary to ensure that the Trust fulfills its purpose.

Attorneys for Plaintiffs

____
Richard L. Scheff, No. 35213
Jeremy D. Mishkin, No. 30017
MONTGOMERY, MCCRACKEN, WALKER & RHOADS, LLP
123 South Broad Street
Philadelphia, PA 19109
215-772-7502

Of Counsel:

Wolf, Block, Schorr and Solis-Cohen, LLP
650 Arch Street, 22nd Floor
Philadelphia, PA 19103-2097
215-977-2000

Exhibit 9

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: DIET DRUGS (PHENTERMINE, FENFLURAMINE, DEXFENFLURAMINE) PRODUCTS LIABILITY LITIGATION	:	MDL DOCKET NO. 1203
THIS DOCUMENT RELATES TO:	:	
SHEILA BROWN, et al.	:	CIVIL ACTION NO.
v.	:	99-20593
AMERICAN HOME PRODUCTS CORPORATION	:	

PRETRIAL ORDER NO. 2603

AND NOW, this 16th day of September, 2002, after a six day hearing concerning the propriety of certain Matrix Claims submitted for payment to the AHP Settlement Trust ("Trust") and in order to maintain the status quo until the Court can decide the matter (which the Court expects to do as promptly as possible), it is hereby **ORDERED** that said Trust shall temporarily suspend payments with respect to (1) any Matrix Claims that either Hariton & D'Angelo, LLP or Napoli, Kaiser, Bern & Associates, LLP have submitted to the said Trust and (2) any Matrix Claims involving echocardiograms interpreted by Linda Crouse, M.D. or by Richard L. Mueller, M.D. unless (1) the Trust determines that the class member for whom the Matrix Claim was submitted has the medical conditions necessary for eligibility for Matrix Compensation Benefits under the Settlement Agreement or (2) the court directs otherwise.

BY THE COURT:

Harvey Bartle

J.