

Attention:

Class Members, Current Opt-Outs, and Attorneys Representing Class Members or Opt-Outs in the Pondimin®/Redux™ Diet Drug Class Action Settlement



IMPORTANT NOTICE

- The Court preliminarily has approved the Seventh Amendment to the Nationwide Diet Drug Class Action Settlement Agreement.
- You must decide whether you would like to be subject to the terms of the Seventh Amendment or to remain bound by the terms of the existing Settlement Agreement (as previously amended).

This Notice is very important to you and concerns your legal rights. You should read this Notice carefully and discuss it with your attorney if you have legal representation.

**PART I OF THE OFFICIAL COURT NOTICE:
OVERVIEW OF THE SEVENTH AMENDMENT TO THE
NATIONWIDE CLASS ACTION SETTLEMENT AGREEMENT**

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Important Deadlines

- **Tuesday, November 9, 2004:** deadline for filing written comments with the Court for or against approval of the Seventh Amendment.
- **Tuesday, November 9, 2004:** deadline for electing not to be covered by the Seventh Amendment
- **Tuesday, January 18, 2005:** date of Fairness Hearing

OVERVIEW OF THE SEVENTH AMENDMENT

1. Introduction.

The Nationwide Class Action Settlement Agreement was created to resolve certain pending and potential legal claims against Wyeth arising from two diet drugs it marketed, Pondimin® and Redux™. The Settlement Agreement received the Court's final approval on January 3, 2002. Six amendments to the Settlement Agreement have been approved by the Court. A Seventh Amendment has now been submitted to the Court for approval. If the Seventh Amendment is approved by the Court, it will affect the rights of many Class Members.

This Overview is Part I of a two-part Official Court Notice (the "Notice"). Part II contains a more complete summary of the Seventh Amendment. This Overview contains several charts summarizing sections of the Seventh Amendment. These charts are intended to serve as guides and are not complete descriptions of these sections. If there is any conflict between the Notice and the Seventh Amendment, the terms of the Seventh Amendment control. See Section 16 of this Overview for information on how to get a copy of the Seventh Amendment.

2. Overview of the settlement agreement.

The Settlement Agreement provides benefits for Class Members who used Pondimin® or Redux™ and who have specified medical conditions. For example, the Settlement Agreement provides money benefits called "Matrix" benefits for people who used the diet drugs and have been diagnosed with certain levels of heart valve regurgitation and other conditions. Class Members who qualify for Matrix benefits do so on one of five levels. Levels I and II generally are for Class Members who have not had surgery. Levels III, IV, and V are for Class Members who have had or needed heart-valve surgery, or who have experienced other conditions, such as a stroke

or a post-surgical complication. These benefits are administered by the AHP Settlement Trust (the "Trust"). The Trust administers benefits to Class Members and determines whether a Class Member is eligible for benefits.

There has been an overwhelming number of Matrix claims filed by Class Members, especially on Matrix Level II. This has led to significant delays and uncertainties in the payment of Matrix claims. The number of such claims was unanticipated by the parties or the Court when the Settlement Agreement was first approved.

In addition, questions have arisen concerning the validity of Matrix claims. The Court ordered in November, 2002, that every seemingly-eligible Matrix claim be reviewed by the Trust's cardiologists to determine if the claim had a reasonable medical basis. These reviews are referred to as "audits." Approximately 60% of the Matrix Level I and II claims audited so far have been found not payable. The Trust now is also investigating many of the claims that were found eligible after audit. These further investigations are part of the Trust's "Claims Integrity Program." The Claims Integrity Program has stopped the processing and payment of many Matrix claims. This delay in paying Matrix claims and the Trust's handling of its audit and claims process have been the subject of numerous complaints and Court filings. In a filing dated August 17, 2004, the Trust asserted that the audit failure rate may be as high as 88% for Matrix Level I and II claims. This contention was based on the Trust's re-evaluation of 926 claims that had previously passed the Trust's medical audit. The Trust's contention has not been proven in any legal proceeding and would likely be contested in litigation that could take years to resolve. The Trust, Class Counsel, Wyeth, and individual Class Members, have spent considerable time and resources on various aspects of the Trust's administration of claims. See Part II of the Notice at page 1 for more information.

These problems and unresolved disagreements create many uncertainties about the

processing and payment of Matrix claims. Although the parties cannot predict exactly what will happen, **it is likely that the Trust will not have enough money to pay all eligible Matrix claims if it processes all of these claims under the current Settlement Agreement. See Part II of the Notice at page 1.**

3. The Seventh Amendment.

The Seventh Amendment is intended to reduce or avoid many of these problems. Under a new arrangement, Wyeth has agreed to pay an additional \$1.275 billion to create a new fund with a new process for reviewing and paying claims. Claimants with unresolved Green Forms on file with the Trust that contain sufficient information to support a Claim on Matrix Level I and II will transfer their claims from the Trust to a new entity called the Supplemental Class Settlement Fund (“Supplemental Fund”). Neither Wyeth nor the Trust will be involved in the review and processing of claims by the Supplemental Fund or the payment to an individual claimant. The Supplemental Fund will be directed by a Fund Administrator appointed by the Court, who will work with Class Counsel and a committee of lawyers whose firms represent many Class Members under the Seventh Amendment (the “Seventh Amendment Liaison Committee” or “SALC”). See Part II of the Notice at pages 7-8 for information about SALC. In addition, a medical committee of three cardiologists will help the Fund Administrator develop the rules, forms and procedures for reviewing claims. By freeing the Trust of its obligation to pay Matrix Level I and II claims, the Seventh Amendment also improves the chances that Class Members with claims on Matrix Level III, IV, and V will receive benefits from the existing Trust. Even if the Trust runs out of money, **Wyeth will guarantee payment to Class Members participating in the Seventh Amendment who: 1) were diagnosed with FDA Positive or mild mitral regurgitation between the commencement of diet**

drug use and January 3, 2003, (or by a later date for those Class Members who were unable to receive an echocardiogram from the Trust’s Screening Program by January 3, 2003, and who obtained a Court-approved extension) (“the Screening Period”); and, 2) who have a medical condition that qualifies them for payment on Matrix Levels III, IV or V, as modified by the Seventh Amendment, if those conditions occur and are diagnosed by the earlier of December 31, 2011, or 15 years from the date of their last diet drug use.

Although the Seventh Amendment provides many benefits to participating Class Members, it also removes certain rights that they have under the existing Settlement Agreement. This Overview discusses the benefits the Seventh Amendment provides and those rights it eliminates. See Part II of the Notice for more detailed information.

The Seventh Amendment will not take effect until it receives approval from the Court and any appeals from such approval are concluded. The Court will decide whether to approve the Seventh Amendment only after it holds a hearing. You have the right to object to the Seventh Amendment and participate in that hearing. You may decide to have your claim processed under the terms and conditions of the Seventh Amendment, or you may elect to remain in the existing Settlement Agreement. This Overview and Part II of the Notice describe each of these options and what may occur as a result of your decision. If you are an eligible Class Member who takes no action, you are covered by the Seventh Amendment.

4. What could happen if the proposed Seventh Amendment does not take effect?

Approximately \$1.7 billion is available to the Trust as of June 30, 2004, to pay claims and administrative expenses under the

Settlement Agreement. However, it has substantial obligations to pay in addition to the large number of pending claims for Matrix Level I and II compensation. If the Seventh Amendment does not take effect, it is likely that the Trust will run out of money.

If that happens, some Class Members may have other available options. These include the Sixth Amendment Opt-Out right, which gives certain Class Members the right to sue Wyeth in the tort system, although not for punitive damages. To be eligible for a Sixth Amendment Opt-Out, a Class Member must, among other things, have filed a Green Form by May 3, 2003, which the Trust finds payable after audit but does not pay because it does not have adequate funds, and which Wyeth does not voluntarily pay. The validity of the Sixth Amendment and its bar on punitive damages is presently on appeal. See pages 22-23 of Part II of the Notice for more information on the Sixth Amendment Opt-Out right and the appeal. Some Class Members may also qualify for the Back-End Opt-Out right (as described more fully in Part II of the Notice at page 22), regardless of whether the Trust's funds are exhausted.

If the Trust runs out of money and none of these opt-out rights is available to you, and your claim is not paid before the Trust's money is exhausted, you would receive nothing from the Trust and would be barred by the terms of the Settlement Agreement from asserting any claim against Wyeth or certain others based on any injury arising out of your use of the diet drugs. However, Counsel for many Class Members have argued that, if

claims are not paid, then claimants' rights would have been violated and they should not be precluded by the Settlement Agreement from suing Wyeth, including for punitive damages. Wyeth disputes that argument. The Courts have not decided this dispute and it would likely require many years of litigation, with an uncertain outcome, before those arguments could be finally decided. The Seventh Amendment is designed to resolve such disputes and to provide another option for eligible Class Members.

5. Who is in the Seventh Amendment?

The Seventh Amendment creates two groups of Class Members who are eligible to participate in the Seventh Amendment: Category One and Category Two. Whether you are in Category One or Two depends on your medical condition, which type of forms you have previously filed with the Trust, and how far the Trust has processed your claim. **Category One and Category Two Class Members have different rights under the Seventh Amendment than they do under the Settlement Agreement.** This Overview and Part II of the Notice explain these differences.

Just because you have received the Notice does not mean that you are in either Category One or Category Two. The following table explains the factors that determine whether you are in Category One or Category Two. **All** of the factors listed for each Category must apply before you can be in either Category One or Category Two.

ARE YOU IN CATEGORY ONE OR CATEGORY TWO?

CATEGORY ONE	DETERMINING FACTORS	CATEGORY TWO You are not in Category One, and:
You filed a Pink, Blue or Green Form with the Trust on or before May 3, 2003.	REGISTRATION	You filed a Pink, Blue, Green, and/or Gray Form with the Trust on or before May 3, 2003, or <i>you think you are timely registered AND the Court decides that you are timely registered.</i>
You have on file with the Trust by November 9, 2004, a Green Form, in which Part I is signed by you and Part II is signed by a Board-Certified Cardiologist, whose answers contain sufficient information on medical conditions to support a claim for Matrix Level I or II benefits in the current Settlement.	MEDICAL CONDITIONS	You had an echocardiogram performed and were diagnosed with either mild mitral regurgitation or FDA+ regurgitation between the commencement of diet drug use and January 3, 2003 (or by a later date, for those Class Members who were unable to receive an echocardiogram from the Trust's Screening Program by January 3, 2003, and who obtained a Court-approved extension).
You have not been paid Matrix benefits from the current Trust.	PRIOR PAYMENT	You have not been paid Matrix benefits from the current Trust.
You have not received a letter from the Trust advising you that a cardiologist working for the Trust has reviewed or audited your pending Green Form claim and that a decision was made either denying Matrix benefits or finding you eligible for Matrix benefits.	POST-AUDIT DETERMINATION LETTER	You have not received a letter from the Trust advising you that a cardiologist working for the Trust has reviewed or audited your claim and that a decision was made finding you eligible for Matrix benefits on Level I or II.*
You do not have a Green Form Part II on file with the Trust signed by a Board-Certified Cardiologist whose answers contain sufficient information on medical conditions to support a claim for Matrix Level III, IV or V benefits.	HIGH LEVEL CLAIMS	You do not have a Green Form Part II on file with the Trust signed by a Board-Certified Cardiologist whose answers contain sufficient information on medical conditions to support a claim for any Matrix benefits.
You have not signed an individual release of claims and/or have not been the subject of a final court order dismissing with prejudice a legal action relating to injuries arising from your use of the diet drugs, unless that court order allowed you to seek benefits under the Settlement Agreement.	RELEASE OR DISMISSAL	You have not signed an individual release of claims and/or have not been the subject of a final court order dismissing with prejudice a legal action relating to injuries arising from your use of the diet drugs, unless that court order allowed you to seek benefits under the Settlement Agreement.
If you have previously filed an opt-out, special provisions apply that affect your eligibility for Category One and filing deadlines. See Section 6 below for further details.	PREVIOUSLY FILED OPT-OUT	If you have previously filed an opt-out, special provisions apply that affect your eligibility for Category Two and filing deadlines. See Section 6 below for further details.

* See Part II of the Notice at page 6 for certain cut-off dates.

Each person who has made a claim with the Trust has been assigned an individual claim number. If you do not know your claim number, contact the Trust. A list of the claim numbers for everyone believed to be in Category One has been compiled and is available on the Trust's official website at www.settlementdietdrugs.com. You should look at this list to see whether you are on it—**this is your responsibility**. If you are not on this Initial Category One List and want to be included in Category One, you will have until November 9, 2004, to submit or complete the necessary claim information with the Trust. If you otherwise qualify as a Category One Class Member and you comply with these steps, the list will be revised to include your claim number. See Section 16 below, at Question 10.

6. Initial, Intermediate and Back-End Opt-Outs.

If you are on the Initial Category One Class Member List described above, and you previously submitted an Initial, Intermediate, or Back-End Opt-Out Form, **the Seventh Amendment automatically revokes your Initial, Intermediate or Back-End Opt-Out**. This means that you will be in Category One, unless you elect not to participate in the Seventh Amendment. (See Section 13 for an explanation of how to elect not to participate in the Seventh Amendment).

If you previously submitted an Initial, Intermediate, or Back-End Opt-Out Form and you do not qualify for Category One, but you do qualify for Category Two, you can participate in the Seventh Amendment if you ask Wyeth to revoke your opt-out and Wyeth consents to your request. You may obtain a copy of the Opt-Out Revocation Request Form on the Trust's official website at www.settlementdietdrugs.com. If you revoke your opt-out, you will be in Category Two, if you otherwise qualify for Category Two.

See Part II of the Notice at page 11 for more information about these issues.

7. Wyeth's Guaranteed Payment of Qualifying Future Matrix Level III, IV, and V Claims of Category One and Category Two Class Members.

Any Category One or Category Two Class Member who was diagnosed as having FDA Positive or mild mitral regurgitation between the commencement of diet drug use and the end of the Screening Period and who develops medical conditions in the future that qualify on Matrix Level III, IV, or V, as modified by the Seventh Amendment, is entitled to receive payment from the Trust if those conditions are diagnosed and occur by the earlier of December 31, 2011, or 15 years from the Class Member's last use of diet drugs, and if it is determined after medical review or audit that the claim is payable. This is a change from the current Settlement Agreement. See Part II of the Notice at page 15. If the Trust does not have enough money to pay the claims of all such Category One and Category Two Class Members, Wyeth will guarantee payment of these claims and will deposit additional funds into the Trust to pay these claims. The Seventh Amendment does not change the amount payable to claimants at Matrix Levels III, IV or V.

The Seventh Amendment has changed some of the medical criteria for Matrix Levels III, IV, and V for Seventh Amendment participants. For example, surgery-related claims will qualify for benefits on Matrix Level III only if surgery is actually performed. For more information on how the Seventh Amendment changes the specific medical criteria at Matrix Levels III, IV, and V, see Part II of the Notice at page 16, and its Appendix F.

Wyeth's guarantee of payment to claimants eligible under Levels III, IV, or V, as modified, applies only to Class Members who choose to participate in the Seventh Amendment. Class Members who do not participate in the Seventh Amendment will not receive

payment from the Trust if the Trust runs out of money. See Part II of the Notice at pages 16-17.

8. Benefits Available to Category One Class Members Under the Seventh Amendment.

The benefits available to an eligible Category One Class Member depend on the outcome of the Supplemental Fund's Medical Review process. The Medical Review process will involve cardiologists who will review the echocardiograms and other specified information submitted with each claim to determine if the required medical conditions exist. This Medical Review is designed to be quicker and simpler than the Trust's current audit process.

a. Benefits Available to Category One Class Members Who Pass Medical Review.

(1) Participation in Pro Rata Distribution of the \$1.275 Billion Supplemental Fund. Category One Class Members who pass Medical Review will share in the Supplemental Fund on a pro rata basis. A pro rata basis means that the Fund Administrator will divide \$1.275 billion, plus any interest earned (after deducting the costs and expenses of the Fund Administrator, the \$2,000 minimum payments discussed at Section 8.b. below, and certain credits as discussed in Part II of the Notice, page 13), among Category One Class Members who pass Medical Review in a way that gives something to each such Class Member, distributing it proportionately to those with the same medical condition, age, and length of drug use. Payments will be subject to the 2% payment to Derivative Claimants, and applicable attorneys' fees, as described further in the answers to Questions 7 and 14, respectively, in Section 16 of this Overview and at pages 18, 28 of Part II of the Notice.

The Fund Administrator's process will work like this: When the claim comes

back from Medical Review with medical findings, the Fund Administrator will assign a "Relative Payment Value" to the claim. The Relative Payment Value will depend on how long the claimant used diet drugs, whether the claimant's medical condition falls into either a "High" or "Low" Threshold condition, how old the claimant was at the time of the diagnosis, and whether the claimant has an "Alternative Causation Factor." (For an explanation of High/Low Threshold and Alternative Causation Factors, see Section 10). Once claims of all Category One claimants have been processed through Medical Review and the Fund Administrator has assigned a Relative Payment Value to each claimant, the Fund Administrator will figure out how much each person will be paid, given: 1) the amount of money in the Supplemental Fund; 2) the Relative Payment Value of the claim; and 3) how many other claimants there are and the total of all their Relative Payment Values. See Part II of the Notice on pages 13-15 for more information on this subject.

After the Fund Administrator has finished Medical Reviews for at least 50% of all Category One Class Members, the Fund Administrator may seek Court approval to make a partial payment to each such claimant. If there is a partial payment, it will be only a portion of the estimated final payment, but it will allow eligible claimants to receive money sooner than having to wait for all claimants to complete the Medical Review process. The partial payment may not exceed 40% of the estimated final payment. Also, before making any partial payment, the Fund Administrator must make sure that the partial payments will not put the Supplemental Fund at risk of not being able to pay all eligible claimants. The final payment will be paid once all of the claims have been reviewed. The Court must approve all partial and final payments.

Neither the interim nor the final payment may be made before the Seventh Amendment has become final, with all required Court approvals.

Although the amount of money each Category One Class Member will receive from the Supplemental Fund cannot be known until the Fund Administrator has completed its Medical Review of all the claims, most, if not all, of those Class Members will receive less than they would have received under the Settlement Agreement, and most will receive substantially less. However, as discussed in Sections 2 and 4 of this Overview, it is very likely that the Trust will run out of money and will be unable to pay all claims that would otherwise be payable. The way Category One claimants who pass Medical Review get paid under the Seventh Amendment will make it certain that all these claimants will receive some money.

(2) No Cash/Medical Services Benefit from the Trust. The existing Settlement Agreement provides Class Members diagnosed as FDA Positive between the beginning of diet drug use and the end of the Screening Period the opportunity to receive \$3,000 to \$6,000 in cash or \$5,000 to \$10,000 worth of heart valve-related medical services. This benefit is called the “Cash/Med Benefit.” The Seventh Amendment eliminates the Cash/Med Benefit to Category One Class Members who pass Medical Review and receive benefits from the Supplemental Fund.

b. Benefits Available to Category One Class Members who Fail Medical Review.

(1) Payment of \$2,000. Category One Class Members who fail (or elect not to undergo) Medical Review will still receive \$2,000 from the Supplemental Fund, less applicable attorney’s fees if the Class Member is represented by an attorney. The Class Member will be required to prove diet drug use to obtain this benefit.

(2) Eligible for Cash/Med Benefit.

Category One Class Members who fail Medical Review but have an echocardiogram that is determined in the Medical Review process to show FDA Positive regurgitation between the beginning of diet drug use and the end of the Screening Period qualify for the Cash/Med Benefit, if they have not previously been paid or provided this benefit. The Trust will not audit these claims or require the claimant to submit to any additional medical review, but the claimant will be required to prove use of diet drugs to obtain this benefit from the Trust.

c. Category One Class Members Who Fail to Timely Comply with Fund Administrator’s Requirements. The Fund Administrator will ask Category One Class Members to comply with certain filing deadlines and proof submissions before the claim is sent to Medical Review. Failure to comply with the Fund Administrator’s requirements may disqualify Category One Class Members from receiving some benefits that they might otherwise be eligible to receive.

(1) Not Eligible for Medical Review. If a Category One Class Member fails to comply with the Fund Administrator’s requirements for filing or completing a claim for Medical Review, the opportunity for Medical Review and its possible benefits will not be available to that Class Member.

(2) Payment of \$2,000. A Category One Class Member who fails to comply with the Fund Administrator’s requirements will still be paid \$2,000, less applicable attorney’s fees if the Class Member is represented by an attorney.

(3) Not Eligible for Cash/Med Benefit. A Category One Class Member who does not comply with the Fund Administrator’s requirements for filing or completing a claim will no longer have

the right to the Cash/Med Benefit from the Trust, even if he or she has an echocardiogram report or claim form on file with the Trust showing FDA Positive regurgitation between the beginning of diet drug use and the end of the Screening Period.

d. Benefits Available to Category One Class Members who Elect to Move to Category Two. Category One Class Members will have the option of electing to move to Category Two, but this election must occur by March 9, 2005, which is 120 days after the deadline established by the Court for allowing Class Members to object or elect not to participate in the Seventh Amendment. If the Court extends that deadline, the 120 day deadline for a Category One Class Member to elect Category Two will also be extended.

(1) Eligible for \$2,000 Payment.

Category One Class Members who elect to move to Category Two will receive \$2,000, less applicable attorney's fees if the Class Member is represented by an attorney, within 60 days after Final Judicial Approval. To receive this benefit, claimants must have been identified on the Initial Category One Class List or otherwise qualified for inclusion on that list and must have timely submitted a Category Two Election Form.

(2) Eligible for Cash/Med Benefit.

Category One Class Members who elect to move to Category Two and who qualify for the Cash/Med benefit will receive that benefit, if it has not previously been paid or provided to them. The Trust will not audit these claims for Cash/Med benefits or require the claimant to submit to any additional medical review, but the claimant must submit a properly completed Gray Form, echocardiogram tape or disk, and proof of diet drug use as required by the Settlement Agreement.

9. Benefits Available to Category Two Claimants Under the Seventh Amendment.

a. Not Eligible for Medical Review. Category Two claimants cannot participate in

the Supplemental Fund. Instead, their claims will be administered by the Trust. Because Category Two claimants do not participate in the Supplemental Fund, they are not eligible to participate in the Medical Review process and the pro rata distribution of the available money in the Supplemental Fund.

b. Payment of \$2,000. To receive a payment of \$2,000, Category Two Class Members must have proof that they used the diet drugs, and they must have an echocardiogram between the commencement of diet drug use and the end of the Screening Period showing that they have FDA Positive or mild mitral regurgitation, and they must submit a Green or Gray Form documenting their FDA Positive or mild mitral diagnosis. No later than 60 days after Final Judicial Approval, the Trust will pay \$2,000, less applicable attorney's fees if the Class Member is represented by an attorney, to eligible Category Two Class Members. Eligible Category Two Class Members will appear on a list within 30 days of Final Judicial Approval, which will be posted on the Trust's website. No later than 60 days after Final Judicial Approval, the Trust will notify each potential Category Two Class Member without complete submissions on file (and thus not appearing on the list) that they will not receive \$2,000 unless they submit the necessary documentation to the Trust. Within 60 days after the Category Two Class Member submits the necessary materials, the Trust will pay the eligible Category Two Class Member \$2,000, less applicable attorney's fees if the Class Member is represented by an attorney. **All necessary documentation must be submitted to the Trust no later than seven months after Final Judicial Approval, or the Category Two Class Member will not be able to receive the \$2,000.** Although the Trust will process these claims for payment, Wyeth will deposit money into the Trust to make these \$2,000 payments to Category Two Class Members, and these deposits will not reduce the amount of money Wyeth is obligated to pay under the original Settlement Agreement.

c. Eligible for Cash/Med Benefit. Category Two Class Members will be eligible for

the Cash/Med Benefit, if they have not previously been paid or provided this benefit and they have been diagnosed with FDA Positive regurgitation between the beginning of diet drug use and the end of the Screening Period. The claimant will be required to have all proof required by the Settlement Agreement, including proof of diet drug use, and

the Trust may audit 10% of these claims to ensure that they meet all of the requirements for this benefit.

The following table summarizes the benefits available to Category One and Category Two Class Members. All citations in the table are to sections of this Overview.

**SEVENTH AMENDMENT BENEFIT REFERENCE GUIDE
(All Benefits Subject to Eligibility Requirements of the Settlement Agreement and Seventh Amendment)**

Category		Monetary Payment		Guaranteed Payment of Matrix Level III, IV or V Claims?*	Still Eligible for Cash/Med Benefit from Trust Under the Existing Settlement?
CATEGORY ONE	WITH MEDICAL REVIEW	Claim Passes Medical Review	Pro rata share of \$1.275 billion, after expenses and other payments and deductions. [See §8.a.(1)]	Yes [See §7]	No [See §8.a.(2)]
		Claim Fails Medical Review	\$2,000 [See §8.b.(1)]	Yes [See §7]	Yes, if the Medical Review process finds FDA+ regurgitation on an echocardiogram taken between the beginning of diet drug use and the end of the Screening Period. [See §8.b.(2)]
	FAILS TO COMPLY WITH FUND ADMINISTRATOR'S REQUIREMENTS	\$2,000 [See §8.c.(2)]	Yes [See §7]	No [See §8.c.(3)]	
	ELECT TO MOVE TO CATEGORY TWO	\$2,000 [See §8.d.(1)]	Yes [See §7]	Yes, if FDA+ on an echocardiogram taken between the beginning of diet drug use and the end of the Screening Period, which is supported by a Gray or Green Form. [See §8.d.(2)]	
CATEGORY TWO		\$2,000, if FDA+ or have Mild Mitral Regurgitation on an echocardiogram taken between the beginning of diet drug use and the end of the Screening Period, as supported by a Gray or Green Form. [See §9.b]	Yes [See §7]	Yes, if found FDA+ on an echocardiogram taken between the beginning of diet drug use and the end of the Screening Period, which is supported by a Gray or Green Form. Ten percent of these claims will be subject to Trust audits. [See §9.c]	

* Claimants must meet the requirements for Matrix III, IV, or V Claims, as modified by the Seventh Amendment, which are based on conditions that are diagnosed and occurred by the earlier of December 31, 2011, or 15 years from the Class Member's last diet drug use. See Section 7 and Part II of the Notice at pages 15-16 for more information.

10. The Supplemental Fund’s Treatment of Certain Medical Conditions.

a. High and Low Threshold Conditions under the Seventh Amendment.

The Seventh Amendment takes the Matrix Level I and II medical criteria in the existing Settlement Agreement and divides them into “High Threshold” and “Low Threshold” con-

ditions, recognizing that certain medical conditions on Levels I and II are more severe than others. People who are found during the Supplemental Fund’s Medical Review process to have medical conditions on the High Threshold will receive more compensation from the Supplemental Fund than those on the Low Threshold. The following table describes generally what medical conditions qualify on the High Threshold and Low Threshold.

HIGH THRESHOLD CONDITIONS		LOW THRESHOLD CONDITIONS	
Regurgitation Level/Valve	High Threshold Complicating Factor	Regurgitation Level/Valve	Low Threshold Complicating Factor
Severe Aortic	With or Without High Threshold Complicating Factors	Severe Mitral	No High Threshold Complicating Factors
Moderate Aortic	Abnormal Left Ventricular End-Systolic or End Diastolic Dimension	FDA+ Valvular Regurgitation	Bacterial Endocarditis Contracted After Commencement of Diet Drug Use
Moderate Aortic	Ejection Fraction <50%	Moderate Mitral	Abnormal Left Atrial Size
Severe Mitral	Pulmonary Hypertension	Moderate Mitral	Pulmonary Hypertension
Severe Mitral	Abnormal Left Ventricular End-Systolic Dimension	Moderate Mitral	Abnormal Left Ventricular End-Systolic Dimension
Severe Mitral	Ejection Fraction <50%	Moderate Mitral	Ejection Fraction ≤60%

b. Alternative Causation Factors. Alternative Causation Factors are medical factors that cause some of the same medical conditions as those claimed to have been caused by the diet drugs. As in the existing Settlement Agreement, an Alternative Causation Factor found during Medical Review in the Supplemental Fund will reduce the value of a claim. Many of the same Alternative Causation Factors from the Settlement Agreement exist in the Seventh Amendment, although

some have been changed, and others have been eliminated. See Part II of the Notice, Appendix D.

11. No Later Opt-Out Rights for Seventh Amendment Participants.

The existing Settlement Agreement provided opportunities for certain people who met specific medical criteria and/or procedural requirements to opt-out and file a law-

suit against Wyeth. The time for submitting two of those opt-out rights – the Initial and Intermediate – has passed (except possibly for certain Class Members who received a late echocardiogram in the Screening Program). **People who participate in the Seventh Amendment will no longer have any right to opt out under the Intermediate, Back-End, Sixth Amendment and Financial Insecurity Opt-Outs.** For a discussion of these opt-out rights and their termination for persons participating in the Seventh Amendment, see Part II of the Notice at pages 21-23. A Class Member who would have been eligible for these later opt-out rights but participates in the Seventh Amendment will no longer be able to exercise these opt-out rights and file suit against Wyeth.

12. Other Provisions of the Seventh Amendment Affecting Class Members.

a. Release of Claims and Covenant Not to Sue. The Seventh Amendment reiterates and reaffirms the Settlement Agreement’s provisions releasing Wyeth and other people or entities called “Released Parties” arising from the use of diet drugs. “Released Parties” is defined more fully in Part II of the Notice at Appendix A. The claims that are released are called “Settled Claims,” and are explained more fully in Appendix A to Part II of the Notice. In addition to these releases, the Seventh Amendment releases Wyeth and all Released Parties for any acts or omissions of the Trust or its representatives, as well as all claims arising out of Wyeth’s role in drafting, negotiating, obtaining approval of, or in the administration of the current Settlement Agreement. Class Members participating in the Seventh Amendment will be barred from asserting against Wyeth or other Released Parties that their rights were violated in connection with the original Settlement Agreement, including any argument relating to the Trust’s not having enough money to pay valid claims. If someone else establishes a

right not to be bound by the Settlement Agreement on behalf of Class Members or some group of them, Class Members participating in the Seventh Amendment will not have that right. In addition, participating Class Members will not be able to assert any claim against any Trustee, officer or employee of the Trust arising from the performance of their duties under the Settlement Agreement, as to which the Trustee and/or the Trust officer or employee may have a right of indemnity from the Settlement Fund or against the Trust with respect to any such claims. For more information on this subject, see Part II of the Notice at page 24.

b. Termination of Trust Lawsuits Against Certain Physicians and Preclusion of Similar Suits Against Claimants, Their Physicians and Their Attorneys. The Seventh Amendment bars the Trust or Wyeth from suing anyone to recover amounts paid by the Trust before July 21, 2004. It could be asserted that this bar benefits certain attorneys, apart from effects of the Seventh Amendment on their clients or on other Class Members because, among other things, Wyeth and the Trust have made allegations against some attorneys in connection with claims they have submitted on behalf of clients, as discussed at pages 4-5, 25-26 of Part II of the Notice. Those attorneys have denied those allegations. Neither Wyeth nor the Trust has made such allegations against most attorneys representing Class Members. No such allegations have been made against Class Counsel. Under these circumstances, Class Counsel does not have any financial stake in the Seventh Amendment’s bar against this kind of lawsuit. Class Counsel has an independent fiduciary obligation to the class as a whole and has made an independent determination that this anti-lawsuit provision of the Seventh Amendment is in the best interests of the class because such lawsuits would likely lead to lengthy litigation, are likely to cost the Trust more than it will actually recover, and would create

an environment not conducive to efficient claims resolution. Class Counsel has also made a determination that the Seventh Amendment as a whole is in the best interest of the class. You may choose to rely on these determinations by Class Counsel or you may choose to seek independent legal advice in deciding whether to participate in the Seventh Amendment.

c. Undertakings by Certain Lawyers for Class Members. Because Wyeth was not willing to proceed with negotiations of the Seventh Amendment without assurance that the amendment would receive substantial support from other Class Members, written support for the Seventh Amendment was obtained from law firms representing a large number of Class Members. Those law firms signed a term sheet stating that they believed the Seventh Amendment is in the best interests of their clients and committing that they would recommend to all their clients that they participate in it and not object to it. Those law firms have recognized that there is a conflict between representing some claimants who want to be part of the Seventh Amendment and some who do not. This is because clients who decide not to participate in or to object to the Amendment could lead to Wyeth's terminating the Seventh Amendment, to the detriment of those clients who wish to participate. See Section 14. Those law firms further stated in the term sheet that they would take all lawful measures to withdraw from representing any client who elects not to be covered by, or who objects to, the Seventh Amendment and would therefore forego any legal fees related to any such client's claims. Eligible Class Members who are represented by their own attorney may wish to discuss with an attorney the potential conflict described here and its impact on their decision-making regarding all issues relating to the Seventh Amendment.

d. Effect on Other Proceedings. A number of other legal proceedings and ap-

peals have been stayed and would be dismissed and terminated if the Seventh Amendment becomes effective. For more information on this subject, see pages 26-27 of Part II of the Notice.

e. Amounts Owed to Medicare or Health Insurance Companies; Class Member Indemnity. If Medicare or any other governmental entity or private health insurance carrier has paid any of your medical expenses or has provided medical services relating to or arising from use of diet drugs, you might have certain obligations to satisfy their claims for subrogation or reimbursement. If you receive a pro rata share from the Supplemental Fund, you would also be required to pay Wyeth, the Trust, or the Fund Administrator, if they are sued by the entity that paid those expenses. For more information on this subject, see pages 27-28 of Part II of the Notice.

13. Your Right to Decide Whether to Participate in the Seventh Amendment.

No Class Member receiving the Notice is required to participate in the Seventh Amendment. You may elect not to participate and continue to have whatever rights you may have under the existing Settlement Agreement. If you do not want to participate in the Seventh Amendment, you must notify Wyeth in a written statement that is post-marked or delivered no later than November 9, 2004, that you clearly wish not to participate in the Seventh Amendment. This written statement must include your full name, your address, the claim number assigned to you by the Trust, your Social Security number, and the name of your attorney, if you have one. It must also state clearly that you do not wish to participate in the Seventh Amendment. **You must personally sign this written statement.** If your written statement does not include all of these requirements, and if it is not postmarked or delivered on or before November 9, 2004, you will be part of the Seventh Amendment. For

your convenience, you may use the Seventh Amendment Opt-Out Form available on the Trust's official website at www.settlementdietdrugs.com to make your election not to participate in the Seventh Amendment, or you may write your own statement that complies with these requirements. **Class Members who elect not to participate in the Seventh Amendment will remain subject to the existing Settlement Agreement and also retain any opt-out right, including the Sixth Amendment and the Back-End Opt-Out, if they qualify to exercise such opt-outs under the terms of the Settlement Agreement.**

Unless you elect not to participate in the Seventh Amendment, you will be accepting all of its terms. These terms include both the benefits the Seventh Amendment provides, as well as the elimination of certain rights under the existing Settlement Agreement, which are terminated by the Seventh Amendment, and

the releases, and other matters discussed in Sections 11 and 12.

14. Wyeth's Right to Terminate the Seventh Amendment.

Wyeth has the right to terminate the Seventh Amendment at any time before January 8, 2005. Wyeth has stated that one factor it will consider in deciding whether to terminate the Seventh Amendment and, therefore, not pay the \$1.275 billion, will be the extent of Class Members' participation in the Seventh Amendment. Wyeth has stated that unless there is a very high level of participation by eligible Class Members in the Seventh Amendment, it intends to walk away and terminate the Seventh Amendment.

15. Summary of Your Options Under the Seventh Amendment.

Although Part II of the Notice provides more detail about your options under the Seventh Amendment, this table summarizes some options you have:

YOUR OPTIONS IN THE SEVENTH AMENDMENT		
OPTIONS	EXPLANATION	ACTION
PARTICIPATE IN THE SEVENTH AMENDMENT	Be eligible to seek benefits in the Seventh Amendment, and relinquish certain rights under the Settlement Agreement.	You do not need to do anything at this time beyond checking to see if your claim is on the Category One Class Member List, unless you previously filed an Initial, Intermediate or Back-End opt-out and wish to be in the Seventh Amendment. However, to receive benefits under the Seventh Amendment, you must comply with deadlines established by the Fund Administrator and/or the Trust, depending on whether you seek benefits as a Category One or Category Two Class Member. If you previously filed an Initial, Intermediate or Back-End opt-out, see Section 6 for details on what you must do, if anything, to participate in the Seventh Amendment.
ELECT TO BE EXCLUDED (OPT OUT OF THE SEVENTH AMENDMENT)	Remain in the existing Settlement Agreement to be processed by the Trust, subject to the Claims Integrity Program and retaining opt-out rights, if you qualify for them.	Send a written statement notifying Wyeth of your clear intention not to participate, which you can do (but are not required to do) by completing, signing and timely submitting the Seventh Amendment Opt-Out Form, which is available for your convenience on the Trust's website at www.settlementdietdrugs.com . See Section 13.
OBJECT TO THE SEVENTH AMENDMENT	Tell the Court if you do not like the Seventh Amendment or any portion(s) of it and why.	Write, DO NOT CALL, the Court if you do not like the Seventh Amendment, and specify the reasons you object. See Part II of the Notice, pages 32-33
GO TO A HEARING	Speak to the Court in a formal hearing about the fairness of the Seventh Amendment.	File an objection as specified above and request in writing a time to be heard by the Court, and specify whether you have an attorney and, if so, who that is. In your written request, summarize any grounds for any objections.

16. Answers to Some Frequently Asked Questions.

1. How do I get a copy of the Seventh Amendment?

You may view a copy of the Seventh Amendment and the Settlement Agreement on the Trust's official website, at www.settlementdietdrugs.com. You may also request a copy by writing to the Trust at AHP Settlement Trust, P.O. Box 7939, Philadelphia, Pennsylvania, 19101, or by calling the Trust at 1-800-386-2070. Finally, you may inspect a copy of the Seventh Amendment at the Clerk's Office at the United States District Court for the Eastern District of Pennsylvania in Philadelphia, PA, during regular business hours, and may get copies by paying their copying costs.

2. What must happen, and on what timetable, for the Seventh Amendment to be approved by the Court?

The Court has preliminarily approved the Seventh Amendment and has issued an Order that governs the steps that must now occur before the Seventh Amendment can be finally approved by the Court. The first thing that must happen is that Class Members deciding not to participate must file this election by November 9, 2004. Class Members must also submit any objections to the Seventh Amendment by November 9, 2004. After this deadline, Wyeth will have 60 days (which can be extended by the Court upon unanimous consent of Wyeth, the SALC, and Class Counsel) to decide whether to walk away from the Seventh Amendment. If Wyeth does not walk away, the Court will hold a Fairness Hearing on January 18, 2005, at 9:30 a.m., to determine whether the proposed Seventh Amendment is fair, reasonable and adequate. During the Fairness Hearing, the Court will hear testimony and/or arguments for, and objections against, the Seventh Amendment. After the Fairness Hearing, the Court will decide whether to grant its approval to the Seventh Amendment. If the Court grants its

approval, there will be a period of 30 days for persons who filed Objections to appeal the Court's decision. If there are no appeals, Final Judicial Approval will occur after the last day of the appeal period, or 31 days after this Court has granted its approval. If there are appeals, then Final Judicial Approval will not occur until all appeals are concluded, which could take a long time.

3. Can any claims processing occur between this Court's Approval and Final Judicial Approval?

Yes. The Fund Administrator may process claims of Category One Class Members, and the Trust may process claims of Category Two Class Members between this Court's approval and Final Judicial Approval to allow payment as promptly as possible to all eligible Category One and Category Two Class Members following Final Judicial Approval. No payments will be made until after Final Judicial Approval. The Trust's claims processing activity, including its audit, Claims Integrity Program, and payment of claims, may proceed for those claimants who elect not to participate in the Seventh Amendment after the end of the period when Wyeth can walk away from the Seventh Amendment.

4. What administrative steps will the Fund Administrator require for submitting a claim to the Supplemental Fund?

If the Seventh Amendment is approved by the Court, the Fund Administrator will establish rules, forms, and procedures for submitting and processing claims by Category One Class Members. Generally, the claims review process will be designed to be simpler and quicker than the current Matrix claim and audit process at the Trust.

If you wish to be eligible for Category One benefits, the Fund Administrator must have your proof of diet drug use, a copy of the echocardiogram tape or disk that forms the basis of your claim, a sworn statement on a

form provided by the Fund Administrator which states your date of birth, the date of the echocardiogram supporting your claim, and whether you previously received any payment of Matrix benefits from the Trust or received notice that the Trust denied your claim for Matrix benefits. The Fund Administrator may request additional information in support of a claim. If you do not meet the Fund Administrator's requirements, you may not obtain some benefits that you might otherwise have been eligible to receive.

5. How long will it be before my claim gets paid under the Seventh Amendment?

The timing of payments depends on how long it takes for the Seventh Amendment to receive Final Judicial Approval (see Question and Answer #2 above), and whether you are a Category One or Category Two Class Member. No payments can be made until the Seventh Amendment receives Final Judicial Approval.

After Final Judicial Approval, the Court may authorize the Fund Administrator to make partial payments (not to exceed 40% of the expected final claim payment to Category One Class Members who pass Medical Review). The Fund Administrator will not decide whether to seek Court approval to make a partial payment until at least 50% of all eligible claims have gone through Medical Review. Final distributions will be made after all Category One participants have completed Medical Review.

Category Two Class Members will receive any applicable \$2,000 payment by the later of 60 days after Final Judicial Approval or 60 days after they have submitted all documentation necessary for Category Two participation.

The Trust's claims processing activity, including its audit, Claims Integrity Program, and payment of claims, may proceed for those claimants who elect not to participate in the Seventh Amendment after the end of the

period when Wyeth can walk away from the Seventh Amendment.

6. Is there a way under the Seventh Amendment for me to avoid going through Medical Review in the Supplemental Fund, but still be paid something?

Yes. Category One participants may elect to forego any Medical Review by switching to Category Two. Category One participants who switch to Category Two will not receive the pro rata share of the Settlement Fund, but will receive \$2,000 and they will still be eligible for the Cash/Med benefit if they have an echocardiogram showing FDA Positive regurgitation between the beginning of diet drug use and the end of the Screening Program. If they have such a timely echocardiogram that shows FDA Positive regurgitation or mild mitral regurgitation, they also are still eligible to file a claim with the Trust seeking benefits on Matrix Level III, IV, or V, as modified by the Seventh Amendment, if the medical condition qualifying them on those Matrix levels is diagnosed and occurs by the earlier of December 31, 2011, or fifteen years from their last use of the diet drugs. Wyeth has agreed to deposit funds into the Trust to make sure that all qualifying Level III, IV or V claims, based on the modified criteria, are paid.

The only other way to be paid without going through Medical Review is if you are one of the few people whose claim had already gone through audit at the Trust and was found payable by the Trust's doctors, but the Trust had not yet issued you a letter telling you the outcome of that audit. If you are one of those people, you have received a special notice in this packet informing you of your status and how your claim will be processed in the Supplemental Fund.

7. What happens to the claims of diet drug users' family members under the Seventh Amendment?

The Settlement Agreement provides benefits to eligible spouses, significant others and/or

children of diet drug users, who are called Derivative Claimants. Under the Seventh Amendment, Derivative Claimants do not receive any portion of a \$2,000 payment amount received by Category One Class Members who fail Medical Review, switch to Category Two, or fail to comply with the Fund Administrator's requirements. Nor do they receive a portion of the \$2,000 payment to Category Two Class Members. Derivative Claimants of Category One Class Members who pass Medical Review will receive an aggregate 2% share of the Category One Class Member's benefit. See Part II of the Notice, page 18 for further information.

8. Is there a chance that the Seventh Amendment will not take effect?

Yes. The Seventh Amendment will not take effect if Wyeth decides to walk away or the Court decides not to approve it. Unless there is a very high level of participation by eligible Class Members in the Seventh Amendment, Wyeth has stated that it intends to terminate the Seventh Amendment and not deposit the additional \$1.275 billion into the Supplemental Fund. Instead, its contractual funding obligations will end once its original funding obligations under the Settlement Agreement are satisfied. Wyeth will have no further contractual obligation to provide additional funds to the Trust for Matrix Compensation benefits if the Trust runs out of money.

9. Does the Seventh Amendment change the requirements for surgery claims?

Yes. The existing Settlement Agreement provides Matrix Level III benefits for a Class Member who took the diet drugs and had heart-valve repair or replacement surgery on a valve that had been diagnosed between the commencement of diet drug use and the end of the Screening Period as having FDA Positive or mild mitral regurgitation. The Settlement Agreement also provides Matrix Level III benefits under certain circumstances for a

Class Member who took the diet drugs and needed—but did not have – heart-valve surgery on a valve with severe regurgitation, if he or she submits supporting medical records and a physician's statement. The Seventh Amendment provides Matrix Level III benefits for people who actually have surgery within specified deadlines, but it does not provide these benefits for people who did not have surgery. However, the Seventh Amendment does permit a person needing surgery, but whose doctor has advised against it, to make certain claims at Matrix Levels IV and V.

10. If I am not on the Category One list but want to be, what can I do to be a Category One Class Member?

If you are not on the Category One list, you may take steps to be included in Category One IF you have already done certain things. You must have submitted a signed Pink, Blue and/or Part I of a Green Form, and/or a substantially completed Green Form Part II signed by an attesting physician to the Trust on or before May 3, 2003. You must have had an echocardiogram after you used the diet drugs but before the end of the Screening Period that demonstrates mild mitral or FDA Positive regurgitation, and an echocardiogram after diet drug use that demonstrates a Matrix Level I or Matrix Level II condition.

If you have satisfied these steps, you must submit to Wyeth and to the Fund Administrator, no later than November 9, 2004, proof of diet drug use, a Green Form with Part I signed by you and Part II signed by an attesting physician in which the answers contain sufficient information on medical conditions to support a claim on Matrix Level I or Matrix Level II. Finally, you must submit the echocardiogram(s) on which your claim is based. Within 120 days after November 9, 2004, Wyeth, the SALC and the Fund Administrator will review these submissions and shall decide whether to include the Class Member as a Category One Class Member.

This does not apply if you have previously filed an Initial, Intermediate or Back-End Opt-Out. The only way for a person who previously filed an Initial, Intermediate or Back-End Opt-Out to be included in Category One is if they filed a Green Form by May 6, 2004, in which the answers to Part II contain sufficient information on medical conditions to support a claim on Matrix Level I or Matrix Level II. Under those circumstances, your opt-out will be **automatically revoked** unless you elect not to participate in the Seventh Amendment.

If you previously filed an Initial, Intermediate or Back-End Opt-Out and you did not file such a Green Form by May 6, 2004, you can be in Category Two if you obtain Wyeth's consent to revoke your opt-out. If you obtain that consent, and if you otherwise qualify, you will be in Category Two.

11. What if I did not keep a copy of my echocardiogram tape or proof that I used the diet drugs when I submitted them to the Trust?

You may ask the Trust, in writing, to provide a copy of your echocardiogram tape and proof of diet drug use to the Fund Administrator. You will have to pay the Trust a service fee of \$50.00 for providing copies of your diet drug use proof and \$100.00 for providing a copy of your echocardiogram tape.

12. If I decide to go through Medical Review and the Fund Administrator's doctor does not think my claim qualifies, is there anything I can do to get another chance?

Yes. If your claim fails Medical Review, you will be able to ask the Fund Administrator to submit your claim to a different doctor for a second review. Your request must be in writing within whatever deadline the Fund Administrator sets, and you must pay a non-

refundable fee, not to exceed \$2,500, to help cover the cost of the second review. If the second doctor finds your claim payable, it will be processed by the Fund Administrator as a payable claim, with no regard to the first review. If you do not request a second review and/or if the second review also finds that your claim is not payable, the Fund Administrator's determination will be final and you will not be able to challenge or appeal that decision.

13. This Overview says that if a Class Member gets a \$2,000 payment, it is "less applicable attorney's fees." How much will be taken out of the \$2,000 to pay my attorney?

This is a matter to discuss with your attorney, but the Seventh Amendment sets a maximum of \$650 that your attorney can take out of your \$2,000.

14. Will attorneys' fees be deducted out of other payments I might receive under the Seventh Amendment? If so, how much will be deducted?

This is a matter to discuss with your attorney, because this depends on the individual agreement you have with him or her. Subject to the Court's approval, the Court will determine whether a "common benefit" fee will be set aside out of the Supplemental Fund to pay attorneys for professional services that are found by the court to be of "common benefit" to Category One Class Members. Subject to the Court's approval, the persons who participate in that fee would include Class Counsel, members of SALC, and possibly others. If the Court awards this common benefit fee and you are represented by an attorney, the fee will be taken out of your attorney's share and will not affect the amount you receive. If you are not represented by counsel, the amount will be deducted from your payment. For more information on the common benefit fee, see pages 28-29 of Part II of the Notice.

15. The Settlement Agreement provides specific detail about how much money I would receive if my claim was found payable by the Trust, but I cannot find any information about the exact amount of money I would get as a Category One Class Member under the Seventh Amendment. Why?

Many factors affect the actual amount of money a Category One Class Member may receive under the Seventh Amendment. Assuming your claim passes Medical Review in the Supplemental Fund, there is still no way to calculate or predict an actual amount until the Fund Administrator knows how many Category One Class Members pass Medical Review, and their ages, medical conditions and duration of diet drug use. The Fund Administrator will pay claims according to a grid, but for now, that grid can only show you the relative differences between Class Members based on their age, diet drug use, whether they have “High” or “Low” Threshold conditions, and whether they have any alternative causation factors. It is important to remember that one of the main goals of the Seventh Amendment is to pay all eligible Class Members something. The Fund Administrator will process and pay claims as quickly as it can, and may be able to make a partial payment to all eligible Class Members once at least 50% of the claims complete Medical Review. Although the Settlement Agreement specifies compensation levels corresponding to particular medical conditions, payment of such amounts is not guaranteed, and it is likely that many eligible claimants will receive nothing at all from the Trust if the current process continues without the Seventh Amendment, although they may have certain opt-out rights available to them. See Section 4 above.

16. Does the Seventh Amendment change the deadlines for me if my health condition worsens in the future and I qualify for Matrix Level III, IV or V benefits?

Yes. Under the existing Settlement Agreement, a Class Member who is diagnosed as having FDA Positive or mild mitral regurgitation between the commencement of diet drug use and the end of the Screening Period and who initially develops a Matrix Level condition at any time through December 31, 2015, may be paid Matrix compensation benefits or may elect to be a Back-End Opt-Out. If such a Class Member does not opt-out and then progresses to a Level III, IV or V claim beyond 2015, he or she may receive compensation for that progression claim.

Under the Seventh Amendment, Category One and Category Two Class Members must have been diagnosed with FDA Positive or mild mitral regurgitation between the commencement of diet drug use and the end of the Screening Period and progress to Level III, IV or V (as modified by the Seventh Amendment). The progression to Level III, IV or V must both be diagnosed and occur before December 31, 2011, or fifteen years from the last date of diet drug use, whichever is earlier. This is the new deadline. Although the deadline is shorter under the Seventh Amendment than under the Settlement Agreement, Wyeth guarantees payment of these claims. That guarantee does not exist under the Settlement Agreement and will not apply to those who elect not to participate in the Seventh Amendment. Conditions that arise after the earlier of December 31, 2011, or fifteen years after the last diet drug use, will not qualify for payment.

17. If I participate in the Seventh Amendment, will the Trust's current Audit and Claims Integrity Program affect my claim?

If the Seventh Amendment becomes effective, the Trust's Claims Integrity Program and all related legal proceedings with respect to claims by Category One and Category Two Class Members will cease. Category One and Category Two Class Members who elect not to participate in the Seventh Amendment will be subject to the Trust's Audit process and Claims Integrity Program.

A Category One or Category Two Class Member who seeks benefits from the Trust for the modified Matrix Level III, IV, or V benefits under the Seventh Amendment will be subject to the Trust's audit process, in which a Trust auditing cardiologist will review the echocardiogram and other material submitted in support of the claim to determine whether there is a reasonable medical basis for the medical conditions asserted in the Class Member's Green Form. The echocardiogram tape or disk must comply with the requirements of the Settlement Agreement, as amended by the Seventh Amendment, but it will be reviewed in audit regardless of

whether it was allegedly obtained without adequate physician supervision, the identity of the person or entity that performed the echocardiogram, or the attorney representing the claim. The Trust will not pay any claim that it determines in the audit process has no reasonable medical basis. In addition to the audit process, the Trust still will review all Matrix Level III, IV or V claims of Category One or Two Class Members to ensure that there was no misrepresentation of material fact, and the Trust can contest the validity of an echocardiogram tape or disk where there is substantial evidence that the tape or disk constitutes or contains a material misrepresentation of fact.

REMEMBER: This Overview is intended to be only a summary of your rights and obligations under the Seventh Amendment. Part II of the Notice is very important, and you must read it carefully. If there is any conflict between the terms of the Notice and the Seventh Amendment, the terms of the Seventh Amendment control. You may get a copy of the Seventh Amendment on the Trust's official website, at www.settlementdietdrugs.com

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