

# NFL CONCUSSION SETTLEMENT

*In re: National Football League Players' Concussion  
Injury Litigation No. 2:12-md-02323 (E.D. Pa.)*

## Posted Settlement Program FAQs

(as of 9/26/2023)



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## I. **Basic Information**

### 1. **What is the Settlement about?**

Plaintiffs sued the National Football League and NFL Properties LLC (the Settlement Agreement refers to both of these as the “NFL Parties”), claiming that Retired NFL Football Players received head trauma or injuries during their NFL Football careers, which caused or may cause them long-term neurological problems. They accused the NFL Parties of being aware of the evidence and the risks associated with repetitive traumatic brain injuries, but failing to warn and protect players against those long-term risks and ignoring and concealing this information from players. The NFL Parties denied these claims. After extensive settlement negotiations, the Plaintiffs and the NFL Parties ended the litigation and agreed to this Settlement. Click [here](#) to read the Recitals of the Settlement Agreement, which contain more detail about the underlying claims that were brought against the NFL Parties.

### 2. **What are the benefits of the Settlement?**

Benefits under the Settlement include:

1. The **Baseline Assessment Program**, which provides baseline neuropsychological and neurological examinations for eligible Retired NFL Football Players and additional medical testing, counseling, and/or treatment if they are diagnosed with moderate cognitive impairment during their baseline examinations (every qualified Retired NFL Football Player will be eligible to receive one free baseline assessment examination during the term of the Settlement Program; certain players are also eligible for an Expanded BAP Examination pursuant to the Norming Agreement);
2. **Monetary Awards** for diagnoses of Death with CTE before April 22, 2015 (the Final Approval Date), ALS, Parkinson’s Disease, Alzheimer’s Disease, Level 2 Neurocognitive Impairment (moderate Dementia) and Level 1.5 Neurocognitive Impairment (early Dementia) (click [here](#) to read more about the injury descriptions in Exhibit 1 to the Settlement Agreement) and **Derivative Claimant Awards** for people who assert a right to recover based on their relationships with Players who receive Qualifying Diagnoses. All valid claims under the Settlement, without limitation, will be paid in full throughout the 65-year life of the Settlement Program; and
3. **Education programs** promoting safety and injury prevention with respect to football players, including safety-related initiatives in youth football, the education of Retired NFL Football Players regarding the NFL’s medical and disability programs and other educational programs and initiatives.

The Baseline Assessment Program and claims process for Monetary Awards are administered independently of the NFL Parties and any benefit programs that have been created between the NFL and the NFL Players Association.

### 3. Who is included in the Settlement Class?

The Settlement Class includes three groups:

**Retired NFL Football Players.** All NFL Football players (including American Football League, World League of American Football, NFL Europe League and NFL Europa League players) who were on any Member Club or league's roster, including preseason, regular season, or postseason before July 7, 2014, but who, on or after July 7, 2014, were no longer under contract to a Member Club (whether signed to a roster or signed to any practice squad, developmental squad, or taxi squad of a Member Club).

**Representative Claimants.** Authorized representatives, who are ordered by a court or other official, of deceased, legally incapacitated or incompetent Retired NFL Football Players. Both "incapacitated" and "incompetent" mean that the Player is unable to look after his own affairs.

**Derivative Claimants.** Someone who has a right to recover because he or she has a certain relationship with a living or deceased Retired NFL Football Player (for example, a Player's spouse who asserts the right to recover because of her husband's injury). These relationships may include spouses, parents, children, or other relationships depending on the state law that applies to the person.

### 4. Who are the settlement administrators?

The settlement administrators are the person(s) or entities appointed by the Court to perform their assigned responsibilities under the Settlement Agreement to take all steps necessary to implement and administer the Settlement Agreement faithfully. The Court has appointed these experienced administrators:

- **BAP Administrator:** Garretson Resolution Group, Inc. ("GRG") was appointed to implement and administer all Baseline Assessment Program-related provisions of the Settlement Agreement. The BAP Administrator's duties include, without limitation, retaining and overseeing the Qualified BAP Providers and Qualified BAP Pharmacy Vendor(s); scheduling BAP baseline assessment examinations; holding and keeping confidential any medical records and Settlement forms completed by the Qualified BAP Providers; and establishing procedures for BAP Supplemental Benefits. In January 2019, GRG was acquired by Epiq. On September 22, 2023, the Court appointed BrownGreer PLC to replace Epiq as the BAP Administrator.
- **Claims Administrator:** BrownGreer PLC was appointed to implement and administer the Settlement Agreement. The Claims Administrator's duties include, without limitation, providing monthly financial reports to the Special Masters; maintaining the Settlement Website and call center; establishing and processing registration; processing, reviewing and auditing Claim Packages and Derivative Claim Packages; determining whether Settlement

Class Members are entitled to Monetary Awards or Derivative Claimant Awards and any other tasks necessary to administer the Settlement Agreement, as agreed to by Class Counsel (click [here](#) for an FAQ about these lawyers) and Counsel for the NFL Parties.

- **Lien Resolution Administrator:** GRG was appointed to administer the Lien-related provisions of the Settlement Agreement. The Lien Resolution Administrator’s duties include, without limitation, administering the process for identification and satisfaction of applicable Liens (though Settlement Class Members, or their lawyers, are responsible for satisfying and discharging all Liens). In January 2019, GRG was acquired by Epiq.

These administrators could change in the future by agreement of Class Counsel and Counsel for the NFL Parties and/or approval by the Court.

## **5. Who are the Special Masters?**

On July 13, 2016, the Court appointed Wendell Pritchett, the Provost of the University of Pennsylvania and the Presidential Professor of Law and Education at Penn Law School, and Jo-Ann M. Verrier, Vice Dean for Administrative Services at Penn Law School, as Special Masters to oversee certain aspects of the operation and administration of the Settlement Agreement on its behalf. On March 5, 2020, the Court also appointed David Hoffman, Professor at Penn Law School, to serve as a Special Master. The Special Masters’ duties include reporting and providing information to the Court; hearing appeals of registration determinations and of claim appeals at the Court’s request; and overseeing: (1) the settlement administrators; (2) complaints from Class Counsel, Counsel for the NFL Parties, or the settlement administrators; and (3) fraud detection and prevention processes. For more information about the role of the Special Masters, click [here](#) to read Section 10.1 of the Settlement Agreement.

## **6. What if I do not like how the settlement administrators or Special Masters are administering the Settlement Agreement?**

The settlement administrators and Special Masters welcome your concerns, which you can email to the Claims Administrator at [ClaimsAdministrator@NFLConcussionSettlement.com](mailto:ClaimsAdministrator@NFLConcussionSettlement.com). While they are protected by Court Order from lawsuits against them except for willful misconduct (click [here](#) to read the June 14, 2017 Orders on the Settlement Website (click the documents called “Order Regarding Extension of Quasi-Judicial Immunity to Settlement Entities” and “Order Regarding Extension of Quasi-Judicial Immunity to Special Masters”)), they are also sworn to uphold the Settlement Agreement.

## **7. Do the settlement administrators report to Class Counsel or the NFL Parties?**

The settlement administrators were appointed by the Court and must report to the Special Masters and the Court. Under the Settlement Agreement, the Claims Administrator, BAP Administrator and Lien Resolution Administrator also are required to provide information on

the progress and status of the Settlement Program to Class Counsel, Counsel for the NFL Parties and the Special Masters. The Claims Administrator publishes reports on the Reports & Statistics page of the Settlement Website (click [here](#) to see them).

**8. Does the Claims Administrator share the contents of my Claim Package with Class Counsel or the NFL Parties?**

Yes. If a Settlement Class Member submits a Claim Package seeking a Monetary Award or Derivative Claimant Award, the Claims Administrator will make his or her Claim Package or Derivative Claim Package available to the NFL Parties and Class Counsel, as required by the Settlement Agreement (click [here](#) to read Sections 9.1(d) and 9.2(c) of the Settlement Agreement).

**9. Does the Claims Administrator share the contents of my Claim Package with any other people or entities?**

Section 17.2 of the Settlement Agreement requires all information about a Retired NFL Football Player that is disclosed to or obtained by the Special Master, settlement administrators, designated Qualified BAP Providers, the NFL Parties, an AAP doctor, the AAPC, or the Court, be treated as Confidential Information and, where applicable, as Protected Health Information subject to HIPAA and other applicable privacy laws. The Court also entered an Order about when Claims Information can be disclosed. Click [here](#) to read the March 23, 2017 Order Regarding Retention, Exchange, and Confidentiality of Claims Information, which defines confidential Claims Information and details when the Settlement Entities may exchange or disclose Claims Information.

Someone who is not a Settlement Class Member or his or her lawyer may use a “Legal Process” to ask the Claims Administrator to produce a specific Settlement Class Member’s Claims Information. The Confidentiality Order defines Legal Process as a “subpoena or other legal process, including from a bankruptcy trustee, received by or addressed to a Settlement Entity requiring the production of Claims Information.” Those seeking a Settlement Class Member’s Claims Information through a Legal Process must provide the Claims Administrator with copies of the relevant order or subpoena establishing his or her authority to request the Claims Information.

Also, a Settlement Class Member may authorize someone to receive his or her Claims Information by submitting a signed Authorization for Release of Claims Information that identifies clearly the Specifically Authorized Recipient and Settlement Class Member whose Claims Information is to be released. Click [here](#) to download this authorization form.

**10. How do I authorize the Claims Administrator to speak to someone else about my claim?**

You can use the Authorization for Release of Claims Information, known as “Appendix A” because it was Appendix A to the Court’s Order on the handling of confidential Claims Information (click [here](#) for this form).

Be sure to include in the form:

- (a) Your Name and Settlement Program ID in Section A;
- (b) The name of the person to whom you want to authorize the release of information and any contact information for him or her in Section B;
- (c) A brief description of the purpose for which the recipient will use the information in Section B; and
- (d) Your signature in Section C.

Submit your completed and signed Appendix A to the Claims Administrator by uploading it through the Portal, emailing it, or mailing it.

***Reminder:** The Settlement Class Member granting the authorization, not the person who is being authorized to receive information, must sign this Appendix A form. While the Claims Administrator may release information to a “Specifically Authorized Recipient” listed in a signed Appendix A, the Claims Administrator will not take any action on a Settlement Class Member’s claim at the request or direction of a Specifically Authorized Recipient. The Court’s March 23, 2017 Order Regarding Retention, Exchange, and Confidentiality of Claims Information, available [here](#) on the Settlement Website, contains more information about this Appendix A and the extent to which information can be released to a Specifically Authorized Recipient.*

#### **11. When was the Effective Date? What is it?**

The Effective Date was **January 7, 2017**. This was the date that all appeals of the Court’s approval of the Settlement Agreement ended and the Settlement became final and effective.

#### **12. How does the Claims Administrator calculate the number of days I have to respond to a notice or take other actions in the Settlement Program?**

Section 2.1 of the Settlement Agreement says that all references to “day” or “days” are to calendar days. Any time period set by the Claims Administrator is calculated as follows:

- (a) Day One of the time period is the day after the event triggering the time period.
- (b) Every day counts, including Saturdays, Sundays and legal holidays.
- (c) If the last day of the time period falls on a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

- (d) Legal holidays are New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day and any other day declared a holiday by the President of the United States or the United States Congress.

If the acting or responding party receives notice by mail instead of through his or her Portal account, three days are added to any time period for an action or submission. For example, if the deadline to respond to a notice is January 1, 2018, but the Settlement Class Member receives his notices by mail, he must respond by January 4, 2018.

**13. If I have to respond to the Claims Administrator by a deadline, what is considered the date of my response or submission?**

The Claims Administrator considers a document submitted as of these dates:

- (a) Online: The date the user submits a document using his or her Portal account, according to his or her local time.
- (b) Email: The date someone sends an email, according to his or her local time. Email is allowed only for registration information. Do not send confidential Claims Information to the Claims Administrator by email.
- (c) Mail: The postmark date showing the date it was mailed. If there is no postmark date on the item or the date printed is illegible, the date of receipt by the party to whom it was mailed controls.
- (d) Overnight Delivery: The date the sender placed the item in the hands of the overnight carrier.
- (e) Hand Delivery by Courier: The date the item is received by the party to whom it is delivered.

**14. If I opted out of the Settlement, can I still get benefits from this Settlement?**

No. If you opted out, you are not eligible for any of the Settlement benefits. You cannot seek or receive a Baseline Assessment Program exam, a Monetary Award or a Derivative Claimant Award, or anything else the Settlement provides.

You may ask to revoke your Opt Out by sending a written request to the Claims Administrator (click [here](#) for the Opt Out Revocation Request Form, which you can download and print from the Settlement Website). The Claims Administrator will present your request to Class Counsel and the NFL Parties for their consideration. If they consent, they will submit your request to the Court for approval.



**Reminder:** A list of all Settlement Class Members who opted out of the Settlement is available on the Settlement Website (click [here](#) and then “Timely and Complete Opt Outs”).

**15. If I am a Settlement Class Member who did not opt out of the Settlement, can I sue the NFL Parties for the same thing later?**

No. You gave up the right to sue the NFL Parties for all of the claims that this Settlement resolves unless you opted out.

**16. Can I still opt out of the Settlement?**

No. The deadline to opt out of the Settlement was October 14, 2014. It is too late to opt out now.

**17. What if I do not like the terms of the Settlement Agreement?**

The chance to object to the Settlement Agreement has passed. If you are a Settlement Class Member and did not opt out of the Settlement by October 14, 2014, you gave up the right to sue the NFL Parties for all of the claims the Settlement resolves and you are bound by terms of the Settlement Agreement and Final Order and Judgment. The Court granted final approval of the Settlement Agreement on April 22, 2015. Click [here](#) to see the Final Approval Order and Judgment (dated April 22, 2015) and Amended Final Order and Judgment (dated May 8, 2015).

**18. Are there any tools on the Settlement Website to help me understand the Settlement Agreement and how to make a claim?**

Yes. The Claims Administrator created several tools with information that may be helpful to you. Some of these tools are also referenced in other FAQs, where they apply. This table summarizes each tool (click on a document name below to view it):

	<b>Document Name</b>	<b>Explanation of Document</b>
1.	<a href="#">Forms and Instructions</a>	Page that contains all the official forms and instructions you will need to pursue a claim and receive payment in the Settlement Program
2.	<a href="#">How to Calculate Eligible Seasons</a>	Explains the League, Roster Type, Game Type and Game Count requirements for proving an “Eligible Season” and “Half of an Eligible Season” defined by the Settlement Agreement
3.	<a href="#">Injury Definitions</a>	Exhibit 1 to the Settlement Agreement, which describes the requirements for each Qualifying Diagnosis

	<b>Document Name</b>	<b>Explanation of Document</b>
4.	<a href="#">Neuropsychological Test Score Criteria</a>	Breaks down by Reading Level (Below Average, Average and Above Average) the Exhibit 2 neuropsychological test score impairment criteria in the five cognitive domains (Complex Attention, Executive Function, Learning and Memory, Language and Visual-Perceptual) for each level of cognitive impairment (1, 1.5 and 2)
5.	<a href="#">Monetary Award Grid</a>	Breaks down the value of Monetary Award claims by Qualifying Diagnosis and the Player's age when he was diagnosed
6.	<a href="#">Diagnosis and Review Table</a>	Details who can make each Qualifying Diagnosis, the criteria used to make that diagnosis and the review standard used by the Claims Administrator or AAP to evaluate the diagnosis
7.	<a href="#">Guide to Raw Scores</a>	Explains the difference between Raw Scores and Raw Data, as well as other types of scores
8.	<a href="#">Guide to What Medical Records "Reflect" a Qualifying Diagnosis</a>	Contains a non-exhaustive list of examples of the type of references in medical records that "reflect" each Qualifying Diagnosis
9.	<a href="#">Payment Process Timeline</a>	Lays out the steps in the payment process to explain how long it can take to get paid in the Settlement Program
10.	<a href="#">Overview of Derivative Claimant Process</a>	Summarizes how claims for Derivative Claimant Awards are handled
11.	<a href="#">Guide to Liens in the Settlement Program</a>	Defines different types of Liens handled in the Program and clarifies the distinction between holdbacks and deductions

**19. Where can I find the Special Master's or the Court's published decisions on appeals or statute of limitations matters?**

The Special Masters and the Court specify in each decision whether it is to be published on the Settlement Website. The Claims Administrator posts all published decisions on the Settlement Website and on the Portal of each Portal user. These decisions can be found on the Home page of your Portal account, if you have one. You also can find these decisions on the Governing Documents menu option, Governing Decisions, available by clicking [here](#), and summaries of those decisions in the Newsletters provided to Players.

**20. How do I get more information about the Settlement?**

These FAQs summarize the Settlement. Click [here](#) to read the entire Settlement Agreement and all its Exhibits. The Claims Administrator posts reports about the Settlement Program. Go to the [Home](#) page of the Settlement Website and click the “Reports & Statistics” menu option to access them. You may also contact the Claims Administrator for more information by calling 1-855-887-3485, emailing [ClaimsAdministrator@nflconcussionsettlement.com](mailto:ClaimsAdministrator@nflconcussionsettlement.com), or writing to P.O. Box 25369, Richmond, VA 23260.

**DO NOT WRITE OR TELEPHONE THE COURT OR THE NFL PARTIES FOR INFORMATION ABOUT THE SETTLEMENT.**

*Reminder: The Claims Administrator and BAP Administrator can both be reached by calling 1-855-887-3485. If you have questions about the BAP, select the “BAP Administrator” call option to be routed directly to the BAP Administrator.*

**21. How do I report potential fraud to the Claims Administrator?**

If you suspect or know of any potential fraud concerning the Settlement Program, you can report it to the Claims Administrator by phone (1-844-812-5666) or email ([ClaimsAdministrator@NFLConcussionSettlement.com](mailto:ClaimsAdministrator@NFLConcussionSettlement.com)). You can also click [here](#) to report fraud using the online form created by the Claims Administrator.

You can report the potential fraudulent activity anonymously and confidentially, regardless of the method you choose. If you provide the Claims Administrator with your contact information, the Claims Administrator will keep your information confidential to the extent possible.

When reporting potential fraud, include as much detail as possible so that the Claims Administrator can fully investigate the activity, such as when the activity happened, who is involved, how you know about the activity and if any other person(s) may have information about the activity.

**22. What if my situation or circumstances are not covered by these FAQs?**

These FAQs explain how the Settlement Program works. If an issue comes up that these FAQs do not address, the Claims Administrator will consider the facts on a case-by-case basis to determine the appropriate course of action, including whether to adopt a new rule/FAQ to address the issue. Not every question can be anticipated and provided for in advance. Also, the Claims Administrator and the Special Masters have the discretion to interpret and apply the rules and policies in these FAQs to follow best practices for the Program, which may require some flexibility in certain situations. Contact the Claims Administrator by phone (1-855-887-3485) or email ([ClaimsAdministrator@NFLConcussionSettlement.com](mailto:ClaimsAdministrator@NFLConcussionSettlement.com)) if you have an issue that is not covered in these FAQs.

## **II. Settlement Agreement Benefits – General Information**

### **23. Must a Retired NFL Football Player be vested under the NFL Retirement Plan to receive Settlement benefits?**

No. A Retired NFL Football Player can be a Settlement Class Member and receive Settlement benefits regardless of whether he is vested under the Bert Bell/Pete Rozelle NFL Player Retirement Plan.

### **24. Are the Settlement benefits connected to any NFL or NFLPA-related benefits programs?**

No. The Settlement benefits are completely independent of any benefits programs that have been created by or between the NFL and the NFL Players Association (for example, the 88 Plan or the Neuro-Cognitive Disability Benefit).

### **25. If I receive benefits under an NFL disability plan (such as the 88 Plan), Social Security, or any other disability plan, do I automatically qualify for a Monetary Award in the Settlement Program?**

No. The criteria set by the Settlement Agreement for Qualifying Diagnoses are different from the criteria used to define the conditions eligible for benefits under NFL disability plans, like the 88 Plan, and other disability programs, such as Social Security, state-sponsored plans, or private programs. Your medical records must reflect a Qualifying Diagnosis under the Settlement Agreement's criteria to qualify for a Monetary Award (click here for an FAQ about Qualifying Diagnoses). The fact that you have been found to qualify for disability benefits in another program does not mean you automatically qualify for a Monetary Award.

However, the employment and medical records found in your claim file for an NFL disability plan or other plan might be relevant to your Monetary Award claim if they relate to any of the elements of a Qualifying Diagnosis under the Settlement Agreement. You may provide your records from such a plan to the Qualified MAF Physician or BAP Providers you see for your Settlement Program evaluation if they relate to whether you have a Qualifying Diagnosis. In addition, if you require assistance requesting records for any NFL disability plan, the Claims Administrator can help you if you complete a separate HIPAA form. Click here for a copy of that form, fill it out and upload it through your portal or send it to the Claims Administrator by mail. The Claims Administrator will get the records and notify you when they are available.

The Claims Administrator cannot access your records from other disability plans not affiliated with the NFL.

It is important to note that if you receive benefits under an NFL disability plan (such as the 88 Plan), Social Security, or any other disability plan, you will not lose any of those benefits because you receive a Monetary Award in the Settlement Program.

**26. Does this Settlement prevent Retired NFL Football Players from bringing workers' compensation claims?**

No. Claims for workers' compensation are not barred by this Settlement.

**27. What types of education programs are supported by the Settlement?**

The Settlement provides \$10 million in funding to support education programs promoting safety and injury prevention with respect to football players, including safety-related initiatives in youth football, the education of Retired NFL Football Players regarding the NFL's medical and disability programs and other educational programs and initiatives. The Court will approve such programs with input from Class Counsel, Counsel for the NFL Parties and medical experts. Retired NFL Football Players may actively participate in such initiatives if they desire. Additional information and developments about these programs will be made available on the Settlement Website. Contact Class Counsel if you have feedback or suggestions for these programs.

**28. If the science about the Qualifying Diagnoses changes, will the Settlement Program change the definitions or testing protocols for them?**

Periodically, but not more than once every 10 years, Class Counsel and the NFL Parties will discuss possible changes to the definitions of the Qualifying Diagnoses and/or the protocols for making them, in light of generally accepted advances in medical science. Click [here](#) to read Section 6.6(a) of the Settlement Agreement, which provides more information about modifying the Qualifying Diagnoses.

### III. Registration

#### 29. **May I still register in the Settlement as a Retired NFL Football Player?**

The deadline for Retired NFL Football Players to register was August 7, 2017. You still may send registration information to the Claims Administrator, but it cannot accept late Registration Forms without a showing of good cause, as described in Section 4.2(c)(i) of the Settlement Agreement (click [here](#) to read the Settlement Agreement). Rules 14 and 15 in the Rules Governing Registration Determinations and Appeals (click [here](#) to read these Rules) explain how the Claims Administrator determines whether there are grounds for good cause relief.

If you submit a late registration, the Claims Administrator will notify you. If you want to challenge the Claims Administrator's determination, you will have to provide an explanation for why you did not register by August 7, 2017. The Claims Administrator will review your explanation and approve or deny your request for a good cause extension. If you disagree with the Claims Administrator's determination after your challenge, you can appeal to the Special Master.

#### 30. **May I still register in the Settlement as a Representative Claimant?**

You still may register as a Representative Claimant if you do so within 180 days after a court or other official appoints you as the authorized representative of a deceased or legally incapacitated or incompetent Retired NFL Football Player. The Claims Administrator cannot otherwise accept late Registration Forms unless there is a showing of good cause. Rules 14 and 15 in the Rules Governing Registration Determinations and Appeals (click [here](#) to read these Rules) explain how the Claims Administrator determines whether there are grounds for good cause relief.

If you submit a late registration, the Claims Administrator will notify you. If you want to challenge the Claims Administrator's determination, you will have to provide an explanation for why you did not register within the permitted time period. The Claims Administrator will review your explanation and approve or deny your request for a good cause extension. If you disagree with the Claims Administrator's determination after your challenge, you can appeal to the Special Master.

**Reminder:** *If the Retired NFL Football Player completed registration and received a Notice of Registration Determination, you do not need to start a new registration to act as his Representative Claimant. Instead, the Claims Administrator may substitute you as Representative Claimant after you submit a Substitution of Representative Claimant Form, documents showing a court has authorized you to act on the Player's behalf and a HIPAA Form. Click [here](#) to learn more about this substitution process.*

### **31. May I still register in the Settlement as a Derivative Claimant?**

Maybe. The Claims Administrator will accept a registration as a Derivative Claimant if it is submitted within 30 days after the associated Retired NFL Football Player (or his Representative Claimant) submits a Claim Package. Derivative Claimant registrations submitted more than 30 days after the associated Player (or his Representative Claimant) first submits a Claim Package are not timely and will be accepted only if there is a showing of good cause. Rules 12, 14 and 15 in the Rules Governing Registration Determinations and Appeals (click [here](#) to read these Rules) explain how the Claims Administrator determines whether there are grounds for good cause relief.

If you submit a late registration, the Claims Administrator will notify you. If you want to challenge the Claims Administrator's determination, you will have to provide an explanation for why you did not register within the permitted time period. The Claims Administrator will review your explanation and approve or deny your request for a good cause extension. If you disagree with the Claims Administrator's determination after your challenge, you can appeal to the Special Master.

### **32. What if I disagree with the Claims Administrator's initial determination on my registration?**

The Claims Administrator will send you a Notice of Registration Determination explaining whether you properly registered and whether you are eligible for the BAP. If you do not agree with that Notice of Registration Determination, you may challenge the Claims Administrator's determination by submitting two things to the Claims Administrator:

- (a) A Registration Determination Challenge Form: You can submit this Registration Determination Challenge Form either through your secure online Portal or by mailing to the Claims Administrator the complete Registration Determination Challenge Form that was attached to your Notice of Registration Determination; and
- (b) A "Sworn Statement in Support of Challenge to Registration Determination (SWS-1)" to provide any additional facts that support your challenge (click [here](#) for this form).

If you have any other evidence in support of your challenge, you may give that to the Claims Administrator as well.

### **33. What if I disagree with the Claims Administrator's decision about my registration determination challenge?**

If you challenge your initial registration determination, the Claims Administrator will send you a Notice of Registration Challenge Determination explaining its decision on your challenge. If you do not agree with that Notice of Registration Challenge Determination, you may appeal to the Special Masters by submitting to the Claims Administrator a Registration Challenge Determination Appeal Form. You can submit this Registration Challenge Determination



Appeal Form either through your secure online Portal or by mailing to the Claims Administrator the complete Registration Challenge Determination Appeal Form that was attached to your Notice of Registration Challenge Determination. If you have any other evidence in support of your appeal, you may submit that to the Claims Administrator too.

**34. Are there any rules covering registration determinations and appeals?**

Yes. The Special Masters adopted the Rules Governing Registration Determinations and Appeals, which cover registration determinations by the Claims Administrator and appeals made by a Settlement Class Member, Class Counsel or the NFL Parties under Section 4.3 of the Settlement Agreement to those determinations. These Rules are available [here](#).

**35. How can I send registration information to the Claims Administrator?**

You can do this online (this is the fastest method) or by mailing a Registration Form:

1. **Online:** go to the Settlement Website and on the Register page, select what type of Settlement Class Member you are and follow the step-by-step instructions provided.
2. **Mail:** a Registration Form is available on the Forms page of the Settlement Website for you to download, print, complete and mail to the Claims Administrator (click [here](#) to get it).

**36. Does registering mean I filed a claim?**

No. It means only that you are registered and can then take additional steps to seek benefits in the Settlement Program. You must register before you can participate in the Baseline Assessment Program or submit a Claim Package for a Monetary Award or a Derivative Claim Package for a Derivative Claimant Award. You take those steps to get benefits after you register.

**37. How do I change my mailing address?**

Contact the Claims Administrator to change your mailing address by calling 1-855-887-3485, emailing [ClaimsAdministrator@nflconcussionsettlement.com](mailto:ClaimsAdministrator@nflconcussionsettlement.com), or writing to P.O. Box 25369, Richmond, VA 23260. Include your Settlement Program ID, if you know it, along with your address change.

**38. How do I change my name or Social Security Number (or other Taxpayer Identification Number) that I have given the Program?**

You can contact the Claims Administrator to change your name or Taxpayer Identification Number by calling 1-855-887-3485 or writing to P.O. Box 25369, Richmond, VA 23260. Include your Settlement Program ID, if you know it, along with your name or Taxpayer

Identification Number change. You should not email the Claims Administrator with your full Taxpayer Identification Number.

**39. Do I have to provide my Social Security Number to participate in the Settlement Program?**

Yes. Section 4.2(b) of the Settlement Agreement requires all Settlement Class Members to provide their Social Security Number, if they have one, during registration. If you did not give the Claims Administrator your Social Security Number in registration, you must include it when submitting a Claim Form or Derivative Claim Form. Section 4.2(b)(i) requires Representative Claimants to identify the Social Security Number, if any, of the deceased or legally incapacitated or incompetent Player they represent.

**40. How does the Claims Administrator calculate a Retired NFL Football Player's Eligible Seasons?**

The Settlement Agreement counts one Eligible Season for each season in which a Retired NFL Football Player was:

- (a) On a Member Club's Active List on the date of three or more regular or postseason games; or
- (b) On a Member Club's Active List on the date of one or more regular or postseason games and then spent at least two regular or postseason games on a Member Club's injured reserve list or inactive list because of a concussion or head injury.

Retired NFL Football Players who were on a Member Club's Active List (sometimes called the "53-man roster") on the calendar day of a regular or postseason game receive credit for that game towards an Eligible Season, even when the Player was placed on the inactive or injured reserve list before the start of the game. If you believe you were deactivated on game day and that your number of Eligible Seasons is not accurate, you can request the Claims Administrator look into that issue for you.

One half of an Eligible Season exists if the Player was:

- (a) On a Member Club's practice, developmental, or taxi squad for at least eight regular or postseason games; or
- (b) On a World League of American Football, NFL Europe League, or NFL Europa League team's active roster on the date of three or more regular or postseason games; or
- (c) On a World League of American Football, NFL Europe League, or NFL Europa League team's active roster for one or more regular or postseason games and then spent at least two regular or postseason games on the World League of American Football, NFL Europe

League, or NFL Europa League team's injured reserve list or inactive list because of a concussion or head injury.

Players who were on a Member Club's practice squad for a bye week may count that bye week as a game towards credit for half an Eligible Season. Any Player who was on a Member Club's developmental or taxi squad who feels a bye week affects his calculation of Eligible Seasons should contact the Claims Administrator.

A Player cannot receive credit for more than one Eligible Season per year. To calculate the number of Eligible Seasons, each earned Eligible Season and each earned half of an Eligible Season are added together to reach the total number of Eligible Seasons – click [here](#) for a guide showing how to calculate Eligible Seasons.

#### **41. Where does the Claims Administrator get information about a Retired NFL Football Player's Eligible Seasons?**

The Claims Administrator already has NFL Football employment and participation data for many Retired NFL Football Players, which it uses to calculate and credit Eligible Seasons to those Players. Players and their Representative Claimants do not have to submit NFL Football employment and participation records unless they want to try to prove more Eligible Seasons than the Claims Administrator has been able to confirm for them.

Some Settlement Class Members have received notices saying the Claims Administrator does not have enough information to show they earned the number of Eligible Seasons required to establish Baseline Assessment Program eligibility or qualify as a Retired NFL Football Player under the Settlement Agreement. If you received such a notice, you can send the Claims Administrator any game day box scores, media reports, game day programs, or other documents showing you have the required number of Eligible Seasons.

Contact the Claims Administrator if you are unable to find any documents. Do not contact the NFL or a Member Club directly to ask for records. The Claims Administrator will research the situation further and ask the NFL Parties for any records the NFL or a Member Club may have and then get back to you. Click [here](#) to read an Alert about this topic.

#### **42. I received a Notice of Incomplete Registration saying I am missing proof of playing NFL Football. What are the next steps?**

First, know that the Claims Administrator will research the situation before issuing a Notice of Adverse Registration Determination. The Claims Administrator will ask the NFL Parties for any records the NFL or a Member Club may have about your playing history and will then get back to you. There is no need for you to contact the NFL or a Member Club directly. If the Claims Administrator cannot obtain sufficient records through these efforts, the Settlement Class Member will be given additional time to provide proof of playing NFL Football. You can do this by submitting records you might have such as contracts, programs, newspaper

clippings, etc. In any event, the Claims Administrator will get you more information as they try to resolve the incomplete status of the registration.

#### **IV. Baseline Assessment Program**

##### **43. What is the Baseline Assessment Program (“BAP”)?**

The BAP provides baseline neuropsychological and neurological assessment examinations (“BAP exams”) to determine whether Retired NFL Football Players are suffering from neurocognitive impairment. These exams are provided free of charge to eligible Players.

##### **44. Who can participate in the BAP?**

You can participate if you are a living Retired NFL Football Player who:

1. Earned at least one-half of an Eligible Season;
2. Registered in a timely manner to participate in the Settlement Program; and
3. Did not opt out of the Settlement.

If you are eligible to participate in the BAP, you should have received a favorable registration determination with instructions on how to participate.

##### **45. Why should I have a BAP exam?**

The free BAP exam offers these benefits:

- (a) You will be examined by two experts — a neuropsychologist and a neurologist. (These specialists are called “Qualified BAP Providers.”)
- (b) During your appointments, you can ask these specialists questions about your condition.
- (c) The exams will determine whether your neurocognitive functioning is impaired and, if so, the level of impairment.
- (d) If you are diagnosed with Level 1 Neurocognitive Impairment (as defined by the Settlement Agreement), you will be eligible for benefits that will cover additional testing and treatment for your condition (called “BAP Supplemental Benefits”).
- (e) If you are diagnosed with Level 1.5 or 2 Neurocognitive Impairment, you will be eligible to submit a claim for a Monetary Award.
- (f) Even if you are found to be free from impairment, the results of the examination can be used as a baseline for any similar evaluations you may have in the future. The results are yours to keep and use for the rest of your life.

Click [here](#) to read Exhibit 1 of the Settlement Agreement, which contains the definitions for the diagnoses that can result from a BAP exam.

**46. How many doctors will I see in a BAP exam?**

The BAP exam includes two appointments with two different specialists. One appointment is with a board-certified neuropsychologist. The other is with a board-certified neurologist. The two specialists perform different types of tests, then consult with one another to arrive at a diagnosis.

**47. Who pays for these BAP exams?**

The exams are paid for by the BAP Administrator from funds included in the Settlement. There is no cost to you or your family. Your medical insurance will not be billed for the services covered by the BAP.

**48. Who can be a Qualified BAP Provider?**

Qualified BAP Providers are neuropsychologists certified by the American Board of Professional Psychology (ABPP) or the American Board of Clinical Neuropsychology (ABCN, a member board of the American Board of Professional Psychology), in the specialty of Clinical Neuropsychology, and board-certified neurologists, eligible to conduct baseline assessments of Retired NFL Football Players under the BAP.

Only qualified neuropsychologists and neurologists can perform BAP exams. To qualify, these experts must be board-certified in their specialty and meet other requirements. Every Qualified BAP Provider was evaluated and selected by the independent, Court-appointed BAP Administrator and then approved by Class Counsel and the NFL Parties.

**49. Can I choose my own doctors for the BAP exam?**

Only Qualified BAP Providers can conduct BAP exams. If you already have a relationship with a Qualified BAP Provider, you can request that the appropriate part of your exam (neurological or neuropsychological) be scheduled with that specialist.

**50. Do the Qualified BAP Providers report to the NFL?**

No. The Qualified BAP Providers operate under the BAP Administrator's supervision. They do not report to any of the parties to the Settlement.

**51. Is there a deadline for taking the BAP exam?**

Yes. Your exact deadline depends on your age:

- (a) If you were born on or before June 6, 1974, you must have taken your BAP exam on or before June 6, 2019.

(b) If you were born after June 6, 1974, you must take your BAP exam on or before June 7, 2027, or before you turn 45, whichever is sooner.

If you received a notice that you are eligible for a free Expanded BAP Examination, you have until March 4, 2024, to contact the BAP Administrator and request your free Expanded BAP Examination, regardless of your age.

**52. How long will the Baseline Assessment Program be available?**

The BAP will provide exams for 10 years from the BAP’s commencement on June 6, 2017, but you may have a shorter deadline to receive a BAP exam (click [here](#) to read an FAQ about BAP exam deadlines). However, Retired NFL Football Players who receive a diagnosis of Level 1 Neurocognitive Impairment will be entitled to five years of BAP Supplemental Benefits, even if those five years extend beyond the term of the BAP.

**53. How do I access the BAP Portal?**

The BAP Portal is accessible through the Portal account you set up using the Claims Administrator’s website (<https://www.nflconcussionsettlement.com/Login.aspx>). After you have logged in to your Portal account, look for the “BAP” option in the dark blue banner at the top of the page. Click [here](#) for more information about what you can do in the BAP Portal.

*Reminder: A Settlement Class Member who is not eligible for the BAP does not have access to the BAP Portal.*

**54. How can I schedule a BAP exam?**

If you are eligible for the BAP, you (or, if you are represented, your lawyer) will receive a favorable registration determination with instructions for requesting appointments. You (or, if you are represented, your lawyer) must schedule your BAP exam through the BAP Administrator. You may not schedule your BAP exam directly with a Qualified BAP Provider.

**55. Where do I go for my BAP exam?**

A BAP exam includes two appointments with two specialists—one with a neuropsychologist and another with a neurologist. The BAP uses a nationwide network of independent Qualified BAP Providers, who provide the BAP exam. In the process of scheduling your BAP appointments, you (or, if you are represented, your lawyer) will be provided with the names and addresses of Qualified BAP Providers in geographic locations that you indicate are desirable to you.

**56. How long does a BAP exam take?**

There are two parts of a BAP exam: (1) a neurological exam and (2) a neuropsychological exam. The neurological exam should take one to two hours and the neuropsychological exam may take six to eight hours. You can expect the combined total for both exams to last between seven and ten hours.

**57. Is it possible to schedule both parts of the BAP exam on the same day?**

Because the neuropsychological exam takes so much time, it is not possible to schedule both parts of the BAP exam on the same day. If you must travel to see the providers, the BAP Administrator will make reasonable efforts (upon request) to schedule your appointments on consecutive days but cannot guarantee that it will be able to do so.

**58. Can BAP appointments be rescheduled or cancelled?**

Yes, but because so many Retired NFL Football Players are participating in the BAP, you are strongly encouraged to keep your appointments once they have been scheduled for you. If you need to cancel or change an appointment, notify the BAP Administrator as soon as possible. The BAP Administrator will contact the provider to cancel or reschedule the appointment for you. Note that requests for rescheduling may result in significant wait times for the next available appointment.

Please give the BAP Administrator as much advance notice as you can if you need to cancel or reschedule. If you give plenty of notice, the BAP Administrator may be able to give that appointment time to another Player.

**59. What happens if I miss a BAP appointment?**

If you miss an appointment or fail to cancel one in a timely manner, **you will be responsible for paying the provider's no-show or late cancellation fee.** The BAP Administrator will not pay such fees.

**60. What do I need to prepare for my BAP appointment?**

To prepare for testing, try to be as well-rested as possible and be sure to have breakfast beforehand. Arrive for your appointment at least 15 minutes early to complete any required paperwork.

You should bring a photo ID for identification, reading glasses and/or hearing aids (if applicable) and a list of all medication you currently are taking.

**61. Should I bring someone with me to my BAP appointment?**

You are encouraged (although not required) to be accompanied at your BAP exam by someone with direct, personal knowledge of your background and functional abilities (usually a loved one or close friend). This individual can help the Qualified BAP Provider collect details about



your demographic background and personal or family history, in addition to providing useful information about your behavior and ability to perform activities of daily living.

Note that if you are represented by a lawyer, he or she (or anyone working for your lawyer) may not serve in this capacity; such persons are not allowed to participate in the BAP exam.

## **62. What kind of diagnosis can I get from a BAP exam?**

The only diagnoses that can result from a BAP exam are:

1. Level 1 Neurocognitive Impairment (moderate cognitive impairment);
2. Level 1.5 Neurocognitive Impairment (early Dementia); and
3. Level 2 Neurocognitive Impairment (moderate Dementia).

Both Qualified BAP Providers (the neuropsychologist and the neurologist) must agree on your diagnosis. If your providers do not agree on a diagnosis, the Settlement's administrators will work with other doctors to take steps to resolve the conflict.

Click [here](#) for the Diagnosis and Review Table, which explains the diagnostic criteria used by Qualified BAP Providers to make Qualifying Diagnoses of Level 1.5 or Level 2 Neurocognitive Impairment.

## **63. What about conditions like ALS, Parkinson's Disease, or Alzheimer's Disease?**

According to the terms of the Settlement Agreement, Qualified BAP Providers are not allowed to diagnose Amyotrophic Lateral Sclerosis (ALS), Parkinson's Disease, or Alzheimer's Disease during a BAP exam. For the purposes of submitting a claim for a Monetary Award, these conditions must be diagnosed outside of the BAP. If your Qualified BAP Providers suspect you have one of these conditions, they will advise you of that and you then can schedule an appointment with a Qualified MAF Physician (click [here](#) for an FAQ about who can make these diagnoses).

## **64. Does there have to be a diagnosis? What if I am OK?**

Your BAP exam may result in no diagnosis at all. When this happens, it means that the findings of your BAP exam do not meet the criteria for any level of neurocognitive impairment as defined by the Settlement Agreement.

Even without a diagnosis, however, the BAP exam is worthwhile. In the future, if you have another examination to check for neurocognitive impairment, that neurologist or neuropsychologist can use the results, which will be yours to keep, from your BAP exam as a baseline for measuring any loss of neurocognitive ability at that time.

## **65. What happens after a BAP exam?**

When both parts of the BAP exam are done, the neuropsychologist and the neurologist submit their findings to the BAP Administrator, which then will notify you (and your lawyer, if you have one) of the results and provide instructions on how you can get all the records from your exam. What happens next depends on whether: (1) you are diagnosed with Level 1.5 or 2 Neurocognitive Impairment, which is eligible for a Monetary Award under the Settlement Agreement, (2) you are diagnosed with Level 1 Neurocognitive Impairment that qualifies you for BAP Supplemental Benefits, or (3) your diagnosis does not qualify for any benefits at this time.

1. **Qualifying Diagnosis:** If the Qualified BAP Providers diagnose you with Level 1.5 or Level 2 Neurocognitive Impairment that may qualify you for a Monetary Award, the BAP Administrator will give all medical records and the Diagnosing Physician Certification Form from your exam directly to the Claims Administrator, so you do not have to get them and submit them to the Claims Administrator. Even though the Claims Administrator will have those medical records and the form, you must still submit a Claim Form and the other parts of a Claim Package before the Claims Administrator can review a claim for a Monetary Award for you.
2. If the Qualified BAP Providers diagnose you with Level 1 Neurocognitive Impairment, the BAP Administrator will give you directions on BAP Supplemental Benefits. The NFL Parties and Class Counsel receive general statistical information about all BAP exams, but the personal health information or medical records from your BAP exam or Supplemental Benefits will not be shared with the NFL, its attorneys, or its consultants.
3. If the Qualified BAP Providers conclude you do not have Level 1, Level 1.5 or Level 2 Neurocognitive Impairment, the NFL Parties and Class Counsel receive general statistical information about all BAP exams, but the personal health information or medical records from your BAP exam will not be shared with the NFL, its attorneys, or its consultants.

**66. What should I do if my BAP exam results in a diagnosis?**

The steps you should take depend on your diagnosis:

- (a) If you are diagnosed with Level 1 Neurocognitive Impairment, you will be eligible to receive BAP Supplemental Benefits. The BAP Administrator will provide you with information about the BAP Supplemental Benefits at the time of your notification of results.
- (b) If you are diagnosed with either Level 1.5 or Level 2 Neurocognitive Impairment, the BAP Administrator will provide the medical records from your exam both to you and the Claims Administrator, and you can submit a Claim Form to the Claims Administrator for a Monetary Award determination.

When you are notified of your diagnosis, you also will receive instructions on the steps you must take to claim these benefits.

**67. Will my Monetary Award be affected if I do not have a BAP exam?**

It depends on when you receive your Qualifying Diagnosis and the nature of the diagnosis. There is a 10% reduction to the Monetary Award if you:

1. Did not receive a Qualifying Diagnosis before January 7, 2017;
2. Do not participate in the BAP; and
3. Receive a Qualifying Diagnosis (other than ALS) after your deadline to receive a BAP exam.

**68. What are BAP Supplemental Benefits?**

The Baseline Assessment Program (BAP) provides additional medical and pharmaceutical benefits—called BAP Supplemental Benefits—to Retired NFL Football Players who are diagnosed with Level 1 Neurocognitive Impairment during their baseline assessment examination. The BAP Supplemental Benefits pay for approved follow-up examinations, treatments, and prescription medications.

Covered services are to be provided by a Qualified BAP Provider. However, if the Qualified BAP Provider cannot deliver a covered service, then he or she may need to request authorization from the BAP Administrator to refer the Retired NFL Football Player to another facility for that service.

When prescriptions are written, they must be filled through an approved Qualified BAP Pharmacy Vendor, which might not be the Retired NFL Football Player’s usual pharmacy.

Each Retired NFL Football Player diagnosed with Level 1 Neurocognitive Impairment through the BAP is allocated a specific amount of money to pay for the BAP Supplemental Benefits (see FAQ titled “How much will my BAP Supplemental Benefits cover?” below). The Qualified BAP Providers and Qualified BAP Pharmacy Vendors will submit bills directly to the BAP Administrator for the services and prescriptions that eligible Retired NFL Football Players receive, and the BAP Administrator will pay those bills out of monies reserved for the Retired NFL Football Player’s BAP Supplemental Benefits.

**69. How long will I have to use my BAP Supplemental Benefits?**

If you are eligible for BAP Supplemental Benefits, you can use them until June 6, 2027, or for up to five years after your date of diagnosis (whichever is later), even if those five years extend beyond the term of the BAP. However, if you receive for a Monetary Award while receiving BAP Supplement Benefits, you will no longer receive BAP Supplemental Benefits.

BAP Supplemental Benefits are available only to Retired NFL Football Players whose BAP exam results in a diagnosis of Level 1 Neurocognitive Impairment.

**70. How much will my BAP Supplemental Benefits cover? Is there a limit?**

The dollar value of the BAP Supplemental Benefits is currently set at \$35,000 per eligible Retired NFL Football Player. Note, however, that future determinations may result in this amount being increased or decreased, subject to Court approval. The BAP Administrator will notify eligible Retired NFL Football Players of any changes to the amount of BAP Supplemental Benefits funds they are entitled to receive.

**71. Will any medical or pharmacy records from BAP Supplemental Benefits be available to the NFL?**

The BAP Administrator does not share any information or medical records from the BAP Supplemental Benefits with the NFL, its attorneys, or its consultants.

**72. What is a Qualified BAP Pharmacy Vendor?**

A Qualified BAP Pharmacy Vendor is a national pharmacy benefits manager that fills approved prescriptions covered by BAP Supplemental Benefits. These vendors operate under contract with the BAP Administrator.

**73. I received a “Baseline Assessment Program HIPAA Authorization Form.” What do I do with it?**

You must complete the form before the BAP Administrator can schedule your BAP exam. You can complete the paper form by hand and send it to the BAP Administrator as directed at the end of the form. If you prefer to sign an electronic version of this form, one also is available on the Baseline Assessment Program’s online portal. Click [here](#) for the BAP HIPAA Authorization Form.

## V. Monetary Awards

### 74. Who can submit a claim for a Monetary Award?

Retired NFL Football Players who are registered in the Settlement Program and believe they have a Qualifying Diagnosis can submit a claim for a Monetary Award. Also, the Representative Claimants of a deceased or legally incapacitated or incompetent Retired NFL Football Player with a Qualifying Diagnosis may submit a claim for a Monetary Award on behalf of that Player.

### 75. What is a Claim Package?

A Claim Package includes a Claim Form, HIPAA Form, Diagnosing Physician Certification Form and medical records reflecting the Qualifying Diagnosis. You also can send proof of Eligible Seasons if you think you have more than what the Claims Administrator already credited to you during the registration process. All required forms are available on the Settlement Website.

***Reminder:** The Settlement Program uses different HIPAA Forms for different purposes. Your Claim Package must include the “Monetary Award Claim Package HIPAA Authorization Form.” This is different from the Baseline Assessment Program HIPAA Authorization Form. Click [here](#) for a copy of the Claim Package HIPAA Authorization Form that you can print and download from the Settlement Website.*

### 76. How do I submit a Claim Package?

If you created a Portal account on the Claims Administrator’s Settlement Website (<https://www.nflconcussionsettlement.com/Login.aspx>), log in and follow the directions to submit your Claim Package. If you do not have a Portal account, you can create one now if you would like and submit your Claim Package online. If you do not wish to create one, you can mail your Claim Package to the Claims Administrator. Click [here](#) for the Claims Administrator’s mailing and delivery addresses.

***Reminder:** The Portal is a secure website where you (or, if you are represented, your lawyer) and the settlement administrators can exchange information easily and quickly. You do not have to use the Portal to participate in the Settlement Program. Even if you use the Portal, you can tell the Claims Administrator you prefer to send and receive information by mail.*

**77. Where do I send my Claim Package if I do not use an online Portal?**

You can send your Claim Package to the Claims Administrator using one of these methods:

**U.S. Mail:**

NFL Concussion Settlement  
Claims Administrator  
P.O. Box 25369  
Richmond, VA 23260

**Delivery (ex., FedEx, UPS):**

NFL Concussion Settlement  
c/o BrownGreer PLC  
250 Rocketts Way  
Richmond, VA 23231

To protect your personal information, the Claims Administrator recommends against emailing any Claim Package materials.

**78. When can I submit a Claim Package?**

You can submit a Claim Package after you receive a Qualifying Diagnosis. You cannot receive a Monetary Award without a Qualifying Diagnosis. Click [here](#) to read an FAQ about Qualifying Diagnoses.

**79. Is there a deadline to submit my Claim Package?**

Yes. Your deadline depends on the Qualifying Diagnosis date.

- (a) Diagnoses on or before February 6, 2017: you must have submitted your claim by February 6, 2019.
- (b) Diagnoses after February 6, 2017: submit your claim within two years after the date of the diagnosis.

If you cannot submit your Claim Package by the deadline that applies to you or the deadline passes and you missed it, you may ask for more time by sending a request to the Claims Administrator, along with documents showing substantial hardship as required by Section 8.3(a)(i) of the Settlement Agreement. “Substantial hardship” means that you have a medical reason or other good cause for being unable to submit your Claim Package by the deadline. The Claims Administrator will review your request and will tell you if it is approved or denied.

**80. How can I change answers I made in my Claim Form?**

If you are a Portal user, log in to your Portal account and edit your submitted Claim Form as often as necessary until the Claims Administrator begins reviewing it. Each time you change your Claim Form, you must re-sign it to confirm your changes. You cannot edit your Claim Form after the Claims Administrator has started reviewing your claim, because the Claims Administrator cannot reliably review a claim that keeps changing. You can check the status of your claim through your Portal account.

If you do not have a Portal account, mail a new, signed Claim Form to the Claims Administrator. The Claim Form is available on the Portal, or you can request a copy from the

Claims Administrator by calling 1-855-887-3485. You can also call if you need help editing your Claim Form or want to check the status of your claim and a Program Specialist will help you.

### 81. What is a Qualifying Diagnosis?

These diagnoses are eligible for a Monetary Award:

- (a) Level 1.5 Neurocognitive Impairment;
- (b) Level 2 Neurocognitive Impairment;
- (c) Alzheimer's Disease;
- (d) Parkinson's Disease;
- (e) Death with CTE (for a Retired NFL Football Player who died before April 22, 2015);  
and
- (f) ALS.

Click [here](#) to read how these Qualifying Diagnoses are defined in Exhibit 1 of the Settlement Agreement.

### 82. Should I get a BAP exam or see a Qualified MAF Physician?

This is up to you and depends on the Qualifying Diagnosis.

**Level 1.5 and Level 2:** If you are eligible for the BAP, you can get your diagnosis from either Qualified BAP Providers or a Qualified MAF Physician. The BAP exam is free.

**Alzheimer's Disease, Parkinson's Disease and ALS:** You must see a Qualified MAF Physician. These Qualifying Diagnoses cannot be made in the BAP.

***Reminder:*** The general 150-Mile Rule applies to appointments with Qualified MAF Physicians. The BAP Administrator schedules BAP exam appointments on your behalf.

### 83. What kind of physicians are authorized to make a Qualifying Diagnosis?

This depends on the kind of Qualifying Diagnosis and when it was made. Click [here](#) for the Diagnosis and Review Table showing how this works. Find the kind of Qualifying Diagnosis in column 1 of Row A, B or C of the Diagnosis and Review Table. Then look at column 2 for when the diagnosis was made and column 3 for what kind of doctor has authority under the Settlement Agreement to make that diagnosis for purposes of a Monetary Award.

This is what the Diagnosis and Review Table shows for diagnoses made after January 7, 2017:

- (a) Level 1.5 or Level 2 Diagnoses: After January 7, 2017, these must be diagnosed either by a Qualified BAP Provider in the BAP or by a Qualified MAF Physician;
- (b) Alzheimer’s Disease, Parkinson’s Disease, or ALS: After January 7, 2017, these can be diagnosed only by a Qualified MAF Physician.

**Reminder:** *You do not have to prove that the Qualifying Diagnosis was caused by playing football or from head injuries the Player experienced. The fact that a Player has a Qualifying Diagnosis is enough.*

**84. Who is a Qualified MAF Physician?**

A Qualified MAF Physician is a board-certified neurologist, board-certified neurosurgeon, or other board-certified neuro-specialist physician, who is part of a list of physicians approved by Class Counsel and the NFL Parties as authorized to make a Qualifying Diagnosis after January 7, 2017. A physician is not a Qualified MAF Physician until he or she has been approved by the Parties and has signed a contract with the Claims Administrator. The list of Qualified MAF Physicians eligible to make Qualifying Diagnoses is posted on the Settlement Website (click [here](#) to see it). Also click [here](#) to see the Diagnosis and Review Table, which summarizes Qualifying Diagnoses that Qualified MAF Physicians make and the diagnostic criteria they use to make those diagnoses. Click [here](#) for an FAQ about who helps with the operation and implementation of the network of Qualified MAF Physicians. Certain Qualified MAF Physicians serve on the Claims Administrator’s [MAF Steering Committee](#).

**85. Who helps with the operation and implementation of the network of Qualified MAF Physicians?**

Under its responsibilities for the fair and efficient administration of the Settlement Agreement and in light of the Court’s rulings, the Claims Administrator has full authority to help with the operation and monitoring of the network of Qualified MAF Physicians and to take the actions described in the [Rules Governing Qualified MAF Physicians](#) and these FAQs.

**86. What is the MAF Steering Committee?**

A group of not more than 10 Qualified MAF Physicians may serve as the Claims Administrator’s MAF Steering Committee to render advice and assistance on providing peer-to-peer feedback to Qualified MAF Physicians and suggestions to the Claims Administrator on how to improve the operations and performance of the network of Qualified MAF Physicians. The MAF Steering Committee is appointed by and works at the Claims Administrator’s direction, as overseen by the Special Masters.

**87. How do I get evaluated for a Qualifying Diagnosis if I do not already have one?**

You can make an appointment with either:



- (a) Qualified BAP Providers (if you are BAP-eligible) who can determine whether you have Level 1.5 Neurocognitive Impairment or Level 2 Neurocognitive Impairment; or
- (b) A Qualified MAF Physician, who can determine whether you have Level 1.5 Neurocognitive Impairment, Level 2 Neurocognitive Impairment, Alzheimer's Disease, Parkinson's Disease, or ALS.

**Reminder:** BAP exams are free of charge. You are responsible for paying for an examination by a Qualified MAF Physician, but many Qualified MAF Physicians accept health insurance. The general 150-Mile Rule applies to appointments with Qualified MAF Physicians. The BAP Administrator schedules BAP exam appointments on your behalf.

**88. Is there any limit on which Qualified MAF Physician I may choose to examine me?**

Yes. You must be examined by a Qualified MAF Physician who has a pre-existing office located within 150 miles of your primary residence. If you send in a diagnosis done by a physician more than 150 miles from your primary residence, the Claims Administrator may:

- (1) Have the diagnosis reviewed by a member of the AAP and/or AAPC for a determination.
- (2) Deny your claim as ineligible.
- (3) Investigate further through Audit.
- (4) Direct re-examination by a different Qualified MAF Physician and/or neuropsychologist, or such other actions determined appropriate.
- (5) Accept the diagnosis.

Contact the Claims Administrator before your exam to ask for an exception, if you feel that you need one. You will have to fill out a 150-Mile Rule Exception Request Form. The Claims Administrator may grant you an exception to this rule if:

- (1) There is no Qualified MAF Physician located within 150 miles of your primary residence;
- (2) The wait time for a Qualified MAF Physician within 150 miles of your primary residence is more than 100 days;
- (3) You and the Qualified MAF Physician have a current or pre-existing doctor-patient relationship; or
- (4) Other circumstances are found to warrant an exception.

**89. If my diagnosing physician is both a Qualified BAP Provider and a Qualified MAF Physician, how do I know if the diagnosis is made in or outside the BAP?**

Qualifying Diagnoses of Alzheimer's Disease, Parkinson's Disease and ALS cannot be made through the BAP. After January 7, 2017, a Qualifying Diagnosis of Alzheimer's Disease, Parkinson's Disease, or ALS must be made by a Qualified MAF Physician, even if he or she

is also a Qualified BAP Provider. However, a Qualifying Diagnosis of Level 1.5 Neurocognitive Impairment or Level 2 Neurocognitive Impairment may be made after January 7, 2017, by Qualified BAP Providers or a Qualified MAF Physician.

Most of the Qualified BAP Providers are also Qualified MAF Physicians. If you or your lawyer scheduled a BAP exam with the BAP Administrator, then you will receive a BAP exam. If you have any doubt about in which capacity the physician is acting, then ask him or her during your visit.

**90. Does the physician who makes the Qualifying Diagnosis of a Retired NFL Football Player have to see and examine that Player in person?**

Yes, for all types of Qualifying Diagnoses other than Death with CTE, which could have been diagnosed only after the death of the Player.

The diagnosing physician who signs a Diagnosing Physician Certification Form for a diagnosis made on a living Retired NFL Football Player must have examined that Player in person. Section 8.2(a)(iii) of the Settlement Agreement allows a physician to make a Qualifying Diagnosis for a living Player relying on the records and work done by a prior physician and to use that earlier date as the diagnosis date *only if* that prior physician is deceased or incompetent *and only if* the new physician independently examines the Player. This means that other than those situations, a Qualifying Diagnosis of a living Player must be made by a physician based on his or her own examination and records, rather than the examination and records of someone else.

As a result:

- (1) The diagnosing physician cannot base a Qualifying Diagnosis solely on a review of test results or the medical records of another physician; and
- (2) The diagnosing physician must have met with the Player in person, rather than communicating with him by email, texts, letters, or on the phone.

There must be records in the Claim Package showing that the diagnosing physician who signed the Diagnosing Physician Certification Form submitted in the Claim Package followed both of these rules. If there is not, the Claim Package is incomplete. If the physician who signed the Diagnosing Physician Certification Form did not meet with the Player in person, the doctor who did meet the Player must sign the Diagnosing Physician Certification Form instead, or the Player must get a Qualifying Diagnosis from Qualified BAP Providers or a Qualified MAF Physician.

**91. If a Retired NFL Football Player shares past medical records with a Qualified MAF Physician, is that physician permitted to ask the Player to submit additional records?**

Yes. If a Player shares past medical records (or any other records, including affidavits), the Qualified MAF Physician must ask whether such records were previously submitted as part

of his Claim Package and what the outcome was on that claim. If the Player submitted the records as part of a Claim Package, the outcome on that previous claim controls what the Qualified MAF Physician must request:

- 1. Claim Denied:** The Qualified MAF Physician must ask the Player to share all records from his Claim Package for the claim, including records he or the NFL submitted in connection with any appeal. This helps ensure the Qualified MAF Physician has a complete record.
- 2. Claim Audited:** The Qualified MAF Physician is to ask the Player if there is any Audit history of his prior claims and ask him to share any finalized Audit report findings related to him (e.g., regarding falsity of a prior statement or affidavit) so the physician has all the facts during an MAF exam.
- 3. Claim Paid:** If the Player is seeking any Supplemental benefits, meaning his previous claim was deemed Eligible and the Player paid, you can accept and evaluate these medical records as any other regular medical records.

*Note:* The Player is not required to share any actual claim determination notices but should tell the Qualified MAF Physician about the general outcome of the claim.

**92. May Qualified MAF Physicians rely on records from providers who were disqualified or terminated because their medical practices and/or reasoning did not comply with the Settlement Program’s specific requirements and criteria?**

This depends on whether a provider has been disqualified by the Special Master or terminated by the Claims Administrator. Each Qualified MAF Physician has a list of all such providers and must follow these rules:

- 1. Providers Disqualified by the Special Master:** The Qualified MAF Physician may not use results or records at all in connection with an MAF exam or diagnosis.
- 2. Providers Terminated by the Claims Administrator:** The Qualified MAF Physician cannot rely solely on any diagnosis (because the diagnosis may not be supported under the Settlement Agreement criteria) but may rely on objective facts or evidence provided by the terminated providers in the reports from their exams.

**93. Do I need to tell the Qualified MAF Physician about my work and other activities?**

Yes. You and any informant, or person on whom you are relying to provide information about your conditions (spouse, parent, etc.), must tell the Qualified MAF Physician (and any neuropsychologist to whom you are referred by that Qualified MAF Physician) about all employment, business, income sources (such as investments unrelated to your business or employment), social, community, recreational or other activities you engage in outside the home. The information on employment, business and income sources must cover the five

years leading up to the exam, and information on the things you do outside the home should cover how they have changed in the last five years.

You can use the [Employment History and Social and Community Activity of Retired NFL Football Player \(Form for Use by Retired Player\)](#) on the Settlement Website to help do this; a person on whom you are relying to provide information about your conditions can use the [Employment History and Social and Community of Retired NFL Football Player \(Form for Use by Knowledgeable Informant\)](#) on the Settlement Website. Be sure to complete the “What do you do?” section for each item to describe the extent of the activity. The physicians also will ask questions that you and any informant you bring with you to your exam **must answer truthfully and fully**. Any person, including anyone working in a law office or in a claims preparation office, who helps a Retired Player or Knowledgeable Informant complete a section in one of these forms about the Retired Player’s employment, business, income sources, social, community, recreational or other activities outside the home must sign the form attesting that he or she accurately conveyed the statements of the Retired Player or Knowledgeable Informant. Click [here](#) to read an FAQ about how these forms differ from the [SWS-3](#) (“Third-Party Sworn Statement: Functional Impairment”).

***Reminder:** All reported employment and activities may be verified through interviews with employers and/or checked against tax records and publicly available information, including through investigation and observation.*

On any Claim Package presenting an issue about whether the doctors had complete information, the Claims Administrator may:

- (a) Ask you, the Qualified MAF Physician, and/or the neuropsychologist involved in the diagnosis to explain their diagnosis.
- (b) Ask a member of the AAP and/or AAPC to review the diagnosis for a determination.
- (c) Send you a notice requesting additional information and/or documents.
- (d) Deny the claim as ineligible.
- (e) Direct re-examination by a different Qualified MAF Physician and/or neuropsychologist, or such other actions determined appropriate.
- (f) Investigate further through Audit if there is a question about honesty.

#### **94. What kinds of communications may I have with the Qualified MAF Physician?**

You, or your family member or other authorized representative, may communicate with a Qualified MAF Physician and his or her office staff in the same way you do with any physician you are seeing for an exam. In fact, it is very important that you talk openly and honestly with the Qualified MAF Physician about your medical condition and that you provide complete and truthful answers to the doctor’s questions about your employment, business, social, community, recreational and any other activities you do outside the home (click [here](#) for an FAQ about this). You also may cover other things with the Qualified MAF Physician and office staff, such as scheduling appointments, paying for the exam, getting records from the exam, correcting factual things the records may have wrong, and the doctor’s diagnosis and advice. If you have a lawyer representing you, then with your

permission, that lawyer may also communicate with the physician and staff about those same things.

But some communications and actions are not appropriate. Neither you nor your representatives or lawyer may do any of these things:

- 1. Financial Incentives/Negotiations:** Do not attempt to offer anything in exchange for a Qualifying Diagnosis or negotiate the making of one. The only acceptable payment is the usual and customary charge for the services rendered. Lawyers cannot enter any contractual relationship with physicians about doing MAF exams, pay a retainer fee for a doctor's services, or offer or agree to pay more if a Qualifying Diagnosis is found.
- 2. Question Methodology:** Do not attempt to instruct or influence how the doctor performs the examination and makes a diagnosis. A Qualified MAF Physician must do exams in accordance with: (a) the [Settlement Agreement](#), including the [Injury Definitions](#) in Exhibit 1 to the Settlement Agreement; (b) the [Rules Governing Qualified MAF Physicians](#); (c) the Qualified MAF Physician Manual and any other instructions and materials provided by the Claims Administrator; and (d) sound medical judgment.
- 3. Challenging Conclusions or Asking for Changes:** Do not ask the doctor to change a diagnosis in any way. Each Qualified MAF Physician exercises sound professional medical judgment in evaluating Retired NFL Football Players for potential Qualifying Diagnoses and cannot be influenced or requested to change outcomes.

*Reminder: The Qualified MAF Physician may send you for testing by a neuropsychologist. It is very important that you talk openly and honestly with the neuropsychologist and put forth your best effort in the completion of this testing.*

*Reminder: Communications solely between a Settlement Class Member's lawyer, law firm or any other person or entity to the exclusion of the Settlement Class Member are prohibited without the express prior written permission from the Claims Administrator, except for administrative items such as scheduling or medical record requests.*

**95. Is there any limit on which neuropsychologist the Qualified MAF Physician may refer me to for neuropsychological testing?**

Yes. If a Qualified MAF Physician refers you to a neuropsychologist for testing and evaluation, that neuropsychologist must be a Qualified BAP Provider or otherwise approved by the Claims Administrator before the neuropsychological examination. In addition, the practice of the neuropsychologist must be located within 50 miles of the office of the Qualified MAF Physician (unless the Claims Administrator has granted an exception to this requirement) and the examination must occur in an office or medical facility of that practice.

*Reminder: It is very important that you put forth your best effort in the completion of any neuropsychological tests.*

**96. Can the representative of a deceased Retired NFL Football Player submit a claim now?**

It depends on when the diagnosis of the Retired NFL Football Player was made. For Qualifying Diagnoses of Level 1.5 Neurocognitive Impairment, Level 2 Neurocognitive Impairment, Alzheimer's Disease, Parkinson's Disease and ALS, the Player had to have been diagnosed while he was living by a physician with the appropriate qualifications, which are described in the FAQ found [here](#). If the Player received one of these diagnoses while he was alive, then:

- (a) For diagnoses made on or before February 6, 2017, the Representative Claimant must have submitted a Claim Package on or before February 6, 2019. That deadline has passed and the Claims Administrator no longer can accept these claims unless you can show substantial hardship.
- (b) For diagnoses made after February 6, 2017, you must submit the Claim Package no later than two years after the date the diagnosis was made. Click [here](#) for more information about deadlines to submit Claim Packages.

The only type of Qualifying Diagnosis that could be made after the Player died is Death with CTE. To qualify for a Monetary Award under the Settlement Agreement, the Player had to have died before April 22, 2015, and received a post-mortem diagnosis of CTE from a board-certified neuropathologist before that same date, April 22, 2015, except if the Player died between July 7, 2014, and April 22, 2015, the Player had to receive a post-mortem diagnosis of CTE from a board-certified neuropathologist within 270 days after the Player's death. The deadline to submit Claim Packages for Death with CTE diagnoses was February 6, 2019.

**97. What should I do if I already have a Qualifying Diagnosis?**

The deadline to submit a Claim Package for Pre-Effective Date Qualifying Diagnoses was February 6, 2019.

If you have a diagnosis from a Qualified MAF Physician or Qualified BAP Providers made after February 6, 2017, you must submit a Claim Package for that Qualifying Diagnosis no later than two years after the date the diagnosis was made, including a Diagnosing Physician Certification Form and any medical records from the physician who made the diagnosis and the other required parts of a Claim Package. If you received a Qualifying Diagnosis through the BAP or from a Qualified MAF Physician, the Claims Administrator may already have your medical records and Diagnosing Physician Certification Form, so check your Claim Package documents on your Portal or contact the Claims Administrator to see if some of these items are already in your file. You must submit a Claim Form before the Claims Administrator will review your claim for a Monetary Award determination.

**98. Does it matter when the Retired NFL Football Player was diagnosed?**

Yes. The Settlement Agreement sets out what kind of doctors are authorized to make a Qualifying Diagnosis, depending on when the diagnosis is made. (See Section 6.3 of the Settlement Agreement, available by clicking [here](#).)

The Settlement Agreement controls what medical criteria applies when making a Qualifying Diagnosis and who reviews that diagnosis to see if it qualifies for a Monetary Award, whether the Appeals Advisory Panel of neurologists or the Claims Administrator, and how the review is to be done. That also depends on when the diagnosis is made. (See Section 6.4 and Exhibit 1 of the Settlement Agreement, available by clicking [here](#).)

Click [here](#) for the Diagnosis and Review Table showing how this works. Find your diagnosis in Column 1 and then look in Columns 2 through 6 of that table for who makes the diagnosis, who reviews it and how.

### **99. What dates matter for when the Qualifying Diagnosis is made?**

The Settlement Agreement divides diagnoses into these time periods. The Claims Administrator created a Diagnosis and Review Table to show how this works. Click [here](#) to see column 2 of the Table, which shows:

- (a) Diagnoses made on or before July 1, 2011;
- (b) Diagnoses made from July 2, 2011 through July 6, 2014;
- (c) Diagnoses made from July 7, 2014, the date the Settlement Agreement was preliminarily approved by the Court, through January 7, 2017, which was the date the Settlement Agreement became effective after all appeals;
- (d) Diagnoses made on Players while living but who died before January 7, 2017;
- (e) Diagnoses made on Players after January 7, 2017; and
- (f) Diagnoses of Death with CTE made on Players who died on or before April 22, 2015, which was the date the Court finally approved the Settlement Agreement but before all appeals were done.

### **100. How is the date of a Qualifying Diagnosis determined?**

The physician making a Qualifying Diagnosis of a Retired NFL Football Player must determine and verify the date on which that Qualifying Diagnosis was made. This date is important under the Settlement Agreement. It affects the amount of a Monetary Award, because the younger a Player is at the time of the Qualifying Diagnosis, the larger the award.

The diagnosing physician uses his or her professional medical judgment in deciding when the Player had the conditions amounting to a Qualifying Diagnosis under Exhibit 1 to the Settlement Agreement. There are some basic rules about this:

- (a) *Death with CTE*: For these claims, the date of the Qualifying Diagnosis is the date of the Player's death, even though the diagnosis is not made until after the Player dies. The Monetary Award is based on the Player's age when he died.
- (b) *General Rule for the other Qualifying Diagnoses*: The date of a Qualifying Diagnosis other than Death with CTE is when the diagnosing physician has enough information and materials, including test results, to be able to render a medically sound and reliable judgment about the Player's condition, the way a physician normally does in his or her clinical practice. In some cases, using sound medical judgment, a physician may conclude that a Qualifying Diagnosis existed at some prior point in time.
- (c) *Are there other cases when the Qualifying Diagnosis might be before the date the physician personally examines the Player?* Maybe. The unique facts and circumstances of a particular claim may allow the diagnosis date to be before the date the diagnosing physician personally examined the Player. Here are the rules:
  - (1) *Diagnosing Physician is deceased or legally incompetent*: Section 8.2(a)(iii) of the Settlement Agreement allows use of the date of an earlier Qualifying Diagnosis to calculate a Monetary Award where: (a) the Player received a Qualifying Diagnosis; (b) the diagnosing physician died or was deemed by a court to be legally incapacitated or incompetent before the January 7, 2017 Effective Date or before completing a Diagnosing Physician Certification Form; (c) a separate qualified physician made an independent examination and reviewed the Player's medical records that formed the basis of the Qualifying Diagnosis; and (d) that physician found the same Qualifying Diagnosis. Here, the Settlement Agreement allows a later physician to adopt the date of diagnosis based upon the earlier medical records of another physician.
  - (2) *88 Plan diagnoses*: If the diagnosis was made by an 88 Plan neutral physician who cannot or will not sign the Diagnosing Physician Certification Form, the date of the diagnosis made as part of the 88 Plan Independent Medical Examination ("IME") may be used where: (a) the Player sees a Qualified MAF Physician for an independent examination or Qualified BAP Providers for a BAP exam; (b) the Player provides the Qualified MAF Physician or Qualified BAP Providers with all records of the prior 88 Plan IME diagnosis in his possession or to which he has access and all records of evaluation and treatment for that impairment between the dates of the 88 Plan IME and the Qualified MAF Physician appointment or BAP exam in his possession or to which he has access; (c) the Qualified MAF Physician performs an independent examination or the Qualified BAP Providers perform a BAP exam of the Player and review the additional records provided by the Player; and (d) if the Qualified MAF Physician or Qualified BAP Providers find the same Qualifying Diagnosis – both as of the date of the independent examination and the prior IME for the 88 Plan – then the date of Qualifying Diagnosis will be the date of the 88 Plan IME.



This exception applies only to diagnoses made through the 88 Plan. If you received a diagnosis through another NFL disability plan, such as the Neuro-Cognitive Disability Benefit Plan or the NFL Player Supplemental Disability Plan, contact the Claims Administrator to see if the date of diagnosis made through that plan can be used as the date of the Qualifying Diagnosis for purposes of a Monetary Award. The Claims Administrator will review your case with Class Counsel and Counsel for the NFL Parties.

- (3) *Medical Records unavailable*: If the Player died before the January 7, 2017 Effective Date of the Settlement Agreement and the medical records reflecting the Qualifying Diagnosis are unavailable because of a force majeure type event or for some other reason the Claims Administrator deems acceptable, the date of the Qualifying Diagnosis will be the earlier of: (1) the date of the onset of the Qualifying Diagnosis reflected in other available contemporaneous medical records or the death certificate; or (2) the date of the Player's death provided on the death certificate.
- (4) *Other instances where the earlier diagnosing doctor or medical records are not available*: If you face other situations not covered by the terms of Section 8.2(a)(iii) of the Settlement Agreement and not involving a Plan 88 IME, then contact the Claims Administrator and explain the problem you have. There may be other circumstances in which a diagnosis by a later physician might adopt the earlier date of a diagnosis by another doctor.
- (5) *Sound clinical medical judgment*: Also, the physician making a diagnosis may conclude, in the exercise of his or her sound medical judgment, that he or she has enough information from personal examination, medical records from other healthcare providers, medical history, corroborating evidence from non-family members and other information that medical specialists rely on in their clinical practices, to form a sound medical judgment that the Player's Qualifying Diagnosis conditions existed at a date earlier than the date of a personal examination of the Player by the physician making the diagnosis and signing the Diagnosing Physician Certification Form. The Settlement Class Member is best served by having the doctor who made an earlier diagnosis sign the Diagnosing Physician Certification Form. But there may be situations where the diagnosing physician can pinpoint an earlier date that is based on sound clinical judgment and best medical practices.

Any such diagnosis will be strictly scrutinized in the claims review process. The Claims Administrator may request additional information and/or documents to support the claimed diagnosis date and prevent misrepresentations of material fact in connection with the claim.

**101. Which diagnostic criteria must a physician use when making my Qualifying Diagnosis? When and to what diagnoses does the “generally consistent” criteria apply?**

The Diagnosis and Review Table shows how this works; click [here](#) to review the Table.

For diagnoses of Level 1.5 and Level 2 Neurocognitive Impairment made in the BAP, Qualified BAP Providers follow the diagnostic criteria set forth in Exhibits 1 and 2.

Diagnoses of Level 1.5 and 2 Neurocognitive Impairment made outside the BAP must show that the evaluation and evidence behind those diagnoses are “generally consistent” with the diagnostic criteria set for Qualified BAP Providers and outlined in Exhibits 1 and 2. Click [here](#) for an FAQ with more information about Level 1.5 and Level 2 diagnoses made by Qualified MAF Physicians

Diagnoses of Alzheimer’s Disease, Parkinson’s Disease, ALS and Death with CTE are not made in the BAP and are all made following the diagnostic criteria set out in Exhibit 1 (and the “generally consistent” standard does not apply).

## **102. What does “generally consistent” mean?**

Something is “generally consistent with” something else if the two things have more elements or characteristics in common with each other than they have elements or characteristics that differ from each other. The common elements or characteristics must predominate over the uncommon ones.

The Settlement Agreement states specifically that diagnostic criteria for a diagnosis made outside the BAP do not have to be identical to the diagnostic criteria for a diagnosis made in the BAP. The diagnostic criteria, or the medical rules the doctor must follow to make the diagnosis, outside the BAP do not have to be 100% the same as the Exhibit 1 criteria. The burden is not to replicate the Settlement criteria for a Qualifying Diagnosis, but rather to offer evaluation and evidence “generally consistent” with them (click [here](#) to read one of the Special Master's full decisions on this topic).

With this said, the closer a set of diagnostic criteria match those specified in Exhibit 1, the more “consistent” it will be with Exhibit 1.

A claim based on a Qualifying Diagnosis is most solid when its elements match closely those required in Exhibit 1. For example, where Exhibit 1 requires documentary evidence or a third-party sworn affidavit corroborating functional impairment, or neuropsychological testing, the claim of a Qualifying Diagnosis is most solid when its Claim Package contains documentary evidence or a third-party sworn affidavit corroborating functional impairment and proof of neuropsychological testing that serve the majority of purposes of those specified in Exhibit 1 for the diagnosis and that do not conflict in any manner with those criteria and requirements.

## **103. What makes a Claim Package complete?**

Your Claim Package is complete if it includes these items:

- (a) A filled out Claim Form signed by you;
- (b) A filled out Claim Package HIPAA Form signed by you;

- (c) A Diagnosing Physician Certification Form filled out and signed by the physician who made the Qualifying Diagnosis;
- (d) Medical records reflecting your Qualifying Diagnosis (additional medical records may be requested and/or required by the Claims Administrator or an AAP doctor during the Claim Package review); and
- (e) In the event you want to prove more Eligible Seasons than what the Claims Administrator has already found for you when you registered for the Settlement Program, submit records showing employment or participation in NFL Football.

**Reminder:** Make sure the type and date of the Qualifying Diagnosis on your Claim Form matches the diagnosis and the diagnosis date listed on your Diagnosing Physician Certification Form, as well as the date reflected in your medical records.

**Reminder:** If you are examined by a Qualified MAF Physician, you must disclose certain information to that Qualified MAF Physician and/or any neuropsychologist to whom you are referred for testing. If not, your claim will be incomplete, or the Claims Administrator may have to take other actions on the claim.

#### **104. What can I submit to prove that I have more Eligible Seasons than what the Claims Administrator found for me when I registered?**

To prove more Eligible Seasons, submit records to the Claims Administrator showing you earned them. These records may include any game box scores, media reports, game day programs, or other documents that show your participation in NFL Football games. Click [here](#) to see the definitions of Eligible Season and half an Eligible Season and a helpful guide to calculating Eligible Seasons.

If you want to prove more Eligible Seasons but cannot find any documents or other evidence, contact the Claims Administrator. Do not contact the NFL or a Member Club directly to ask for records. The Claims Administrator will research the situation further and ask the NFL Parties for any records the NFL or a Member Club may have and then get back to you. The Claims Administrator created the “Sworn Statement by Retired NFL Football Player: Reasons for No Objective Evidence of Eligible Season(s) (SWS-4)” for you to explain why no proof is available. Click [here](#) to download the form. The Claims Administrator has the discretion to credit you with one or fewer Eligible Seasons based on the explanation you provide.

#### **105. What counts as a medical record?**

The Claims Administrator considers these documents or items to be medical records, if they are contemporaneous with the event they describe:

- (1) Results from medical procedures, tests, or studies;
- (2) Reports made after reviewing results from medical procedures, tests, or studies;
- (3) Consultation or examination reports from a healthcare provider;

- (4) Visit or examination summaries or notes prepared or dictated by a healthcare provider;
- (5) Prescriptions written by a healthcare provider;
- (6) An email, letter, declaration, affidavit, or sworn statement by a healthcare provider made in the normal course of business, which summarizes his or her conclusion about a medical condition; or
- (7) Any other record that a healthcare provider made in the normal course of his or her practice, which relates to a diagnosis or its course and care of treatment.

An item is contemporaneous if it was created on or very close to the date of the event described.

#### **106. What does it mean for medical records to “reflect” my Qualifying Diagnosis?**

A Claim Package contains medical records “reflecting the Qualifying Diagnosis” rendered by the diagnosing physician in the Diagnosing Physician Certification Form if it contains:

- (1) Medical records generated by the diagnosing physician or his or her practice establishing that the diagnosing physician personally met with, interviewed and examined the Retired NFL Football Player (phone calls, emails, or other communications between the diagnosing physician and the Player are not sufficient);
- (2) Medical records, other than those included in (1), if the diagnosing physician’s medical records indicate that they were relied upon or considered by the diagnosing physician in reaching the Qualifying Diagnosis stated in the Diagnosing Physician Certification Form; and
- (3) Medical Records that refer specifically to the Qualifying Diagnosis or contain other evidence of that diagnosis.

Click [here](#) to see a table with examples of specific references to or other evidence of each Qualifying Diagnosis.

A determination as to whether medical records reflect the Qualifying Diagnosis for a particular claim is based on the unique facts and circumstances surrounding that particular claim.

#### **107. What does it mean for medical records to “support” my Qualifying Diagnosis?**

Medical records supporting the Qualifying Diagnosis means those records documenting the diagnosis. In other words, these are medical records that suggest that the Retired NFL Football Player has the claimed Qualifying Diagnosis or medical records showing or reporting symptoms, behavior, or conditions consistent with the claimed Qualifying Diagnosis.

When considering whether a Claim Package is complete, the Claims Administrator does not evaluate the merits of the medical records. However, if the Claim Package is missing an item which the Claims Administrator can tell the diagnosing physician relied upon (for example, MRIs, PET scans, or other test results) or a record documenting his or her diagnosis, the Claims Administrator will insert a customized comment in the Notice of Preliminary Review to inform the Settlement Class Member exactly what should be submitted. These additional records, if available, must be submitted.

**108. What must the medical records show for Level 1.5 and Level 2 Neurocognitive Impairment diagnoses made in the BAP by Qualified BAP Providers?**

The medical records must show:

- (1) Concern of the Retired NFL Football Player, the physician, or someone who knows the Player and has knowledge of his condition, that there has been a severe decline in cognitive function;
- (2) Evidence of a cognitive decline from a previous level of performance, according to the neuropsychological testing described in Exhibit 2 to the Settlement Agreement, in two or more of these cognitive domains:
  - (a) Complex attention;
  - (b) Executive function;
  - (c) Learning and memory;
  - (d) Language; or
  - (e) Perceptual-spatial.

At least one cognitive domain must be complex attention, executive function, or learning and memory.

For Level 1.5 diagnoses, this decline must be “moderate to severe.” For Level 2 diagnoses, it must be “severe.”

The neuropsychological test results must include raw scores as well as the T scores. Click [here](#) for more information about the different types of scores included in neuropsychological testing reports.

- (3) Documents showing that the Retired NFL Football Player exhibits functional impairment generally consistent with a Category 1.0 (“Mild”) impairment (for Level 1.5 diagnoses) or Category 2.0 (“Moderate”) impairment (for Level 2 diagnoses), according to the National Alzheimer’s Coordinating Center’s Clinical Dementia Rating (“CDR”) Scale, in the areas of:
  - (a) Community Affairs;
  - (b) Home & Hobbies; and
  - (c) Personal Care.

There must be documentary evidence to corroborate the Player’s functional impairment (for example, medical records showing the Player’s declining ability to function, employment records citing the Player’s condition, or other materials referencing his cognitive function). Such corroborating evidence must be dated on or before the Qualifying Diagnosis date. The diagnosing physician determines whether there is sufficient documentary evidence of functional impairment.

If there are no documents available to corroborate the Player’s functional impairment, the medical records must:

- (a) Show evidence of “moderate to severe” (for Level 1.5 diagnoses) or “severe” (for Level 2 diagnoses) cognitive decline from a previous level of performance, according to the neuropsychological testing described in Exhibit 2 to the Settlement Agreement, in executive function or learning and memory, plus at least one other cognitive domain; and
- (b) Include a sworn statement (like the SWS-3 form, available [here](#)) from someone who is familiar with the Player’s condition, but not the Player or one of his family members. The diagnosing physician will decide if this statement corroborates the Player’s functional impairment. The sworn statement must be dated on or before the date of the Qualifying Diagnosis.

**Reminder:** *The sworn statement corroborating a Player’s functional impairment cannot come from a family member. For purposes of this Settlement Program, family members include the Player’s (1) spouse and his or her parents; (2) sons and daughters and their spouses; (3) parents and their spouses; (4) brothers and sisters and their spouses; (5) grandparents, grandchildren and their spouses; and (6) domestic partner and his or her parents, and the domestic partners of any of these family members. A domestic partner is a person who lives with and shares a common domestic life with the Player, but is not legally married to the Player.*

- (4) The cognitive deficits do not occur exclusively in the context of a delirium, acute substance abuse, or as a result of medication side effects.

**Reminder:** *Whether the cognitive deficits occur exclusively in the context of a delirium, acute substance abuse, or as a result of medication side effects means that but for one of these conditions (delirium, acute substance abuse, or as a result of medication side effects), the Retired Player would not exhibit the cognitive deficits at issue. If the diagnosing physician believes that the Player’s clinical presentation may be in part, but not exclusively, the result of substance use or the result of medication side effects, that physician can request that the Player reschedule the appointment or include a description of what impact the substance use or medication side effects may have had on the Player’s diagnosis.*

**109. What must the medical records show for Level 1.5 and Level 2 Neurocognitive Impairment diagnoses made outside the BAP for *living* Retired NFL Football Players?**

The medical records must show:

- (1) A diagnosis of “early dementia”/Level 1.5 Neurocognitive Impairment or “moderate dementia”/Level 2 Neurocognitive Impairment;
- (2) The diagnosis was based on evaluation and evidence generally consistent with the diagnostic criteria used for diagnoses made in the BAP; and
- (3) A Qualified MAF Physician or a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, as set forth in Sections 6.3(b)-(d) of the Settlement Agreement, made the diagnosis.

For diagnoses made by a Qualified MAF Physician after the physician signed a provider contract with the Settlement Program to become a Qualified MAF Physician:

- (1) The Qualified MAF Physician must refer a Retired NFL Football Player for neuropsychological testing by a neuropsychologist who is either a Qualified BAP Provider or otherwise approved by the Claims Administrator before the neuropsychological examination. In addition, the practice of the neuropsychologist must be located within 50 miles of the office of the Qualified MAF Physician (unless the Claims Administrator has granted an exception to that requirement) and the examination must occur in an office or medical facility of that practice.

If a Player had neuropsychological testing done in the past, the Qualified MAF Physician may use that testing to measure impairment if it was done within a year before the Player’s MAF exam in the BAP by a Qualified BAP Provider. Because evidence of moderate to severe (for Level 1.5 diagnoses) or severe (for Level 2 diagnoses) cognitive decline as determined by and in accordance with the standardized neuropsychological testing protocol in Exhibit 2 to the Settlement Agreement is a key component of these Qualifying Diagnoses, the neuropsychological testing must be contemporaneous. If a Player’s past neuropsychological testing was done more than a year before his MAF exam, or was done by anyone other than a Qualified BAP Provider in the BAP, the Qualified MAF Physician may use it as a baseline assessment to compare against contemporaneous neuropsychological testing but cannot use it to measure impairment unless the Claims Administrator approves the Qualified MAF Physician to use it in that manner.

The Claims Administrator also may use its discretion to decide whether to accept neuropsychological testing from other sources based on the unique facts and circumstances of a particular claim, with such input from Class Counsel and the NFL Parties as the Claims Administrator deems appropriate.

***Reminder:*** For diagnoses of Level 2 Neurocognitive Impairment, the Qualified MAF Physician can certify in the Diagnosing Physician Certification Form that neuropsychological testing is medically unnecessary because the Player’s dementia is so severe. This exception does not apply to Level 1.5 Neurocognitive Impairment diagnoses.

- (2) The Qualified MAF Physician must submit to the Claims Administrator any questionnaires or worksheets completed by the Qualified MAF Physician and/or the neuropsychologist when deciding the level of functional impairment according to the National Alzheimer's Coordinating Center's CDR Scale.

**110. Are Qualified MAF Physicians required to follow the strict BAP criteria when making a diagnosis of Level 1.5 or Level 2 Neurocognitive Impairment?**

No. However, the Qualified MAF Physician and/or neuropsychologist must explain to the Claims Administrator whenever:

- (1) The full BAP test battery is used but the resulting test scores do not support a Level 1.5 or Level 2 Qualifying Diagnosis under the BAP criteria;
- (2) The full BAP test battery was not used;
- (3) Additional testing not in the BAP test battery was used;
- (4) The Player failed two or more performance validity measures; and/or
- (5) The Claims Administrator determines a Claim Package presents other issues about the Qualifying Diagnosis or work of the Qualified MAF Physician or supporting neuropsychologist.

The Claims Administrator has discretion to accept the Qualified MAF Physician's explanation and find a claim eligible, but also may:

- (1) Ask a member of the AAP and/or AAPC to review the diagnosis.
- (2) Send you a notice requesting additional information and/or documents.
- (3) Deny the claim as ineligible.
- (4) Investigate further through Audit.
- (5) Direct re-examination by a different Qualified MAF Physician and/or neuropsychologist, or such other actions determined appropriate.

**111. How are diagnosing physicians to apply the Clinical Dementia Rating (CDR) scale to Level 1.5 and Level 2 Neurocognitive Impairment Qualifying Diagnoses?**

Exhibit 1 to the Settlement Agreement defines the Qualifying Diagnoses that are compensable as Monetary Awards. For both Level 1.5 Neurocognitive Impairment and Level 2 Neurocognitive Impairment, Exhibit 1 requires that the Retired NFL Football Player exhibits functional impairment generally consistent with the criteria set forth in the National Alzheimer's Coordinating Center's Clinical Dementia Rating (CDR) scale in the areas (or "subscales") of Community Affairs, Home & Hobbies and Personal Care. For a Level 1.5 diagnosis, the functional impairment must be generally consistent with the criteria set forth in the CDR scale as Category 1 (Mild impairment) in those three areas. For a Level 2 diagnosis, the functional impairment must be generally consistent with the criteria set forth in the CDR scale as Category 2 (Moderate impairment) in those three areas.



Any diagnosing physician, whether in the BAP or outside the BAP, must follow this requirement. There are two parts to applying the CDR scale.

### **1. Determining the Extent of Functional Impairment.**

The diagnosing physician must score the Player in Community Affairs, Home & Hobbies and Personal Care correctly under the CDR scale. That requires the physician to assign a functional impairment score of 0 (None), 0.5 (Questionable), 1 (Mild), 2 (Moderate), or 3 (Severe) to the Player in each of the three areas. As a general matter, these CDR dementia ratings correspond with the levels of Neurocognitive Impairment under the Settlement Agreement as follows:

- (a) CDR Score of 0 (None) = No Neurocognitive Impairment.
- (b) CDR Score of 0.5 (Questionable) = Level 1 Neurocognitive Impairment.
- (c) CDR Score of 1 (Mild) = Level 1.5 Neurocognitive Impairment.
- (d) CDR Score of 2 (Moderate) or 3 (Severe) = Level 2 Neurocognitive Impairment.

When assigning a CDR score in each area, the diagnosing physician must use all reliable information available, including information from the Player's history and physical and notes from the diagnosing physician's interviews with the player and a reliable informant. The diagnosing physician must take all of this information into account and use his or her best judgment to ensure the scores assigned are consistent with the description of the Player's functional impairments. In cases where the available information is ambiguous and the diagnosing physician thinks the Player could be rated in either one of two adjacent scores, such as 1 (Mild) or 2 (Moderate), the CDR scale calls for the physician to select the score corresponding to greater impairment.

After assigning a CDR score to each of Community Affairs, Home & Hobbies and Personal Care, the diagnosing physician must decide whether the Player has functional impairment generally consistent with the criteria set forth in the CDR as Mild (Level 1.5) or Moderate (Level 2) impairment across those three areas. While the diagnosing physician must evaluate and score each of the three areas independently, he or she must determine whether the Player's functional impairment level is Mild or Moderate, or some other level, on a qualitative basis, assessing the qualitative results of the three areas as a whole. The diagnosis is not simply an average of the three scores. There is no required minimum score on any of the three areas, but the final diagnosis must be generally consistent with the scores assigned to the Player in each of the three areas.

Thus, a Player who is scored 0 (None) on all three areas cannot be found to have a Level 1.5 or Level 2 Qualifying Diagnosis, for that diagnosis would not be generally consistent with the scores assigned to that Player. But if the Player is given a mix of scores on the three areas, the diagnosing physician must make a sound medical judgment, assessing the qualitative results of the three areas as a whole, to reach a diagnosis, and the final diagnosis rendered must be generally consistent with the scores assigned.

## **2. The Functional Impairment Must Result from Cognitive Loss.**

The CDR scale also requires the diagnosing physician to determine whether the functional decline in a Player from a previous usual level was due to cognitive loss, and not due to other factors. For example, if the Player's functional impairment resulted from a physical handicap or injury, chronic pain, sleep apnea, or other causes other than cognitive loss, the Player cannot be found to have a Level 1.5 or Level 2 Qualifying Diagnosis.

In situations where the diagnosing physician determines that a Player suffers from functional impairment that is due to both cognitive loss and emotional/psychiatric factors such as depression, anxiety, or sleep disorders (other than sleep apnea), the diagnosing physician should, to the extent feasible, then attempt to isolate the functional impairment due to cognitive loss alone and assign a CDR rating based solely on that cognitive loss.

### **112. What must be included in a sworn statement corroborating a Retired NFL Football Player's functional impairment for a Level 1.5 or Level 2 claim?**

The sworn statement must include the name of the person who is familiar with the Retired NFL Football Player's condition and describe his or her relationship to the Player. The statement must also include the date it was prepared. The person who signs this cannot be a member of the Player's family. Click [here](#) for an FAQ describing who is considered to be a "family member." Click [here](#) for the SWS-3 ("Third-Party Sworn Statement: Functional Impairment"), the form that the Claims Administrator created for Settlement Class Members with diagnoses of Level 1.5 and Level 2 Neurocognitive Impairment made after January 7, 2017, to meet the sworn statement requirement for corroborating the Player's functional impairment when there are no other documents available to corroborate such functional impairment. While use of the SWS-3 form is not mandatory and homemade versions are allowed, the Claims Administrator will require that such homemade versions be substantially similar to the SWS-3 and include appropriate penalty of perjury language and statements on truthfulness. Any person, including anyone working in a law office or in a claims preparation office, who helps a Third Party complete Section III of the SWS-3 must attest that Section III accurately reflects the statements of the Third Party and sign the SWS-3 under penalty of perjury.

Note that this SWS-3 form is in addition to the Employment History and Social and Community Activity of Retired NFL Football Player (Form for Use by Knowledgeable Informant) and is not to be used in place of that document. Click [here](#) to read an FAQ about the differences between these two forms, and click [here](#) for an FAQ on telling the Qualified MAF Physician about your work and other activities.

### **113. How is the SWS-3 (Third-Party Sworn Statement: Functional Impairment) different from the Employment History and Social and Community Activity of Retired NFL Football Player Forms?**

**(a) What is the purpose?**

**SWS-3:** Submitted to corroborate a Retired NFL Football Player’s functional impairment where there is no documentary evidence of functional impairment in the areas of Community Affairs, Home & Hobbies and Personal Care. This is a requirement in Exhibit 1 of the Settlement Agreement for Level 1.5 and 2 Qualifying Diagnoses.

**Employment and Activities Forms:** Submitted by the Retired NFL Football Player or a friend or family member to give the evaluating Qualified MAF Physician (and any neuropsychologist to whom a Player is referred) details on the Player’s employment, business, income sources, social, community, recreational or other activities outside the home.

**(b) What is the authority behind it?**

**SWS-3:** Exhibit 1 to the Settlement Agreement.

**Employment and Activities Forms:** Rules Governing Qualified MAF Physicians (Rules 15 and 16).

**(c) To what does it apply?**

**SWS-3:** BAP and MAF diagnoses of Level 1.5 and Level 2 Neurocognitive Impairment.

**Employment and Activities Forms:** All MAF examinations done after April 11, 2019.

**(d) Who may fill it out?**

**SWS-3:** Someone who personally knows the Player, is familiar with his condition and can describe his functional impairment, but who is not a “family member.” That means the Player’s (1) spouse and his or her parents; (2) sons and daughters and their spouses; (3) parents and their spouses; (4) brothers and sisters and their spouses; (5) grandparents, grandchildren and their spouses; and (6) domestic partner and his or her parents, and the domestic partners of any of these family members cannot complete this form.

**Employment and Activities Forms:** The Player and anyone on whom he is relying to provide information to the Qualified MAF Physician about his conditions, including a family member.

**Reminder:** *There are two versions of the Employment History and Social and Community Activity of Retired NFL Football Player Form posted on the Settlement Website, one for use by the Player and another for use by a knowledgeable informant. Click [here](#) for an FAQ about these two forms.*

**(e) What is the relevant time period?**

**SWS-3:** Should cover the period from when the person first started noticing a decline from a previous level of performance.

### **Employment and Activities Forms:**

1. Information on employment, business and income sources must cover the five years leading up to the exam; and
2. Information on other things done outside the home should cover how they changed in the last five years.

### **(f) Is it signed under penalty of perjury?**

**SWS-3:** Yes. Those who sign an SWS-3 declare, under penalty of perjury, that all information provided is true and correct.

**Employment and Activities Forms:** No. However, honest answers are required, and those who sign the forms must attest to the truthfulness of statements made therein. To safeguard the integrity of the Settlement Program, the Claims Administrator carefully assesses all claims before payment of an award. This assessment may include interviews with employers, review of tax filings and publicly available information, and assessment of the Player's engagement in daily living.

### **114. Are raw scores and/or raw data required for all Monetary Award claims?**

Raw scores and/or raw data from neuropsychological testing are not required on claims for Alzheimer's Disease, Parkinson's Disease, ALS, or Death with CTE, and they are not required on any Level 1.5 or Level 2 claim unless an AAP doctor or the Claims Administrator determines them necessary to review a particular claim.

However, it is very helpful in the review of a Level 1.5 or Level 2 claim to be able to see the complete neuropsychological testing records, including the raw scores. A claim of a Qualifying Diagnosis of Level 1.5 or Level 2 is best supported by test scores that match those diagnoses and so should be part of a Claim Package. If your Claim Package for a Level 1.5 or Level 2 claim does not include these raw scores, the Claims Administrator will send you a notice telling you they are missing. If you do not have them (for example, because your diagnosis was made before the Settlement Agreement was preliminarily approved on July 7, 2014) or choose not to send them, you can tell the Claims Administrator to proceed without them.

**Reminder:** *A raw score is an unaltered measurement – it is how many questions the test taker answered correctly. For example, if you took a test in class and scored 85, the 85 is the raw score, that is, an unaltered measurement of how you did. Raw data is the psychological test materials, manuals, instruments, protocols and test questions or stimuli, client/patient responses to test questions or stimuli and psychologists' notes and recordings concerning client/patient statements and behavior during an examination. If you took a test in a class, the raw data would be your actual test paper. Click [here](#) for a guide explaining the different types of neuropsychological testing scores.*

### **115. What must the medical records show for Alzheimer’s Disease?**

The medical records must show a diagnosis made, while living, of “Alzheimer’s,” “Alzheimer’s Disease,” “AD,” or “Major Neurocognitive Disorder due to probable Alzheimer’s Disease.” However, this is a non-exhaustive list, and the medical records also may show other terms that are not set out here.

The Settlement Agreement says this in Exhibit 1:

- (a) For living Retired NFL Football Players, a diagnosis while living of the specific disease of Alzheimer’s Disease as defined by the World Health Organization’s International Classification of Diseases, 9th Edition (ICD-9), the World Health Organization’s International Classification of Diseases, 10th Edition (ICD-10), or a diagnosis of Major Neurocognitive Disorder due to probable Alzheimer’s Disease as defined in the Diagnostic and Statistical Manual of Mental Disorders (DSM-5), made by a Qualified MAF Physician or a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, as set forth and provided in Sections 6.3(b)-(d) of the Settlement Agreement.
- (b) For Retired NFL Football Players deceased before January 7, 2017, a diagnosis of Major Neurocognitive Disorder due to probable Alzheimer’s Disease consistent with the definition in Diagnostic and Statistical Manual of Mental Disorders (DSM-5), or a diagnosis of Alzheimer’s Disease, made while the Retired NFL Football Player was living by a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, or by a physician with sufficient qualifications in the field of neurology to make such a diagnosis, as set forth and provided in Sections 6.3(c)-(e) of the Settlement Agreement.

The Settlement Agreement also states that the identification of a condition – for example, through a blood test, genetic test, imaging technique, or otherwise – that has not yet resulted in actual cognitive impairment experienced by the Player does not qualify as a Qualifying Diagnosis. There must be an actual manifestation of cognitive impairment. For example, a PET scan showing amyloid neuritic plaque in the brain may support an Alzheimer’s Disease diagnosis, but is not enough by itself to establish an actual manifestation of a Player’s cognitive impairment.

Click [here](#) for the Diagnosis and Review Table, which explains who reviews Alzheimer’s Disease diagnoses and what review standard applies.

### **116. Is a biomarker test (such as an amyloid PET, spinal fluid test) enough to establish my Qualifying Diagnosis of Alzheimer’s Disease?**

No, a biomarker test, by itself, is not sufficient to establish a Qualifying Diagnosis of Alzheimer’s Disease under the Settlement criteria. The Settlement Agreement states that the identification of a condition – for example, through a blood test, genetic test, imaging technique (e.g., quantitative MRI), or otherwise – that has not yet resulted in actual cognitive

impairment and/or actual neuromuscular impairment experienced by the Retired NFL Football Player does not qualify as a Qualifying Diagnosis. There must be an actual manifestation of cognitive impairment and/or actual neuromuscular impairment.

For example, a positron emission tomography (“PET”) scan is a nuclear medicine imaging test that uses a radioactive molecule to show any abnormalities in bodily function. Florbetapir, Flutemetamol, and Florbetapen, have been approved by the FDA for PET imaging of  $\beta$ -amyloid in the setting of Alzheimer’s Disease. This brain imaging, often called “Amyloid PET,” is meant to assist clinicians in detecting whether Alzheimer’s Disease is the cause of cognitive impairment. However, a positive amyloid PET scan does not establish a diagnosis of Alzheimer’s Disease or any other cognitive disorder.

The PET results and Settlement criteria assess different things; the amyloid PET identifies the presence or absence of a pathological feature in the brain, while the Settlement criteria require an assessment of the NFL Player’s clinical condition. Therefore, a PET scan showing amyloid neuritic plaque in the brain may support an Alzheimer’s Disease diagnosis but does not establish an actual manifestation of cognitive impairment, which is required under the Settlement criteria.

As a general matter with respect to the Qualifying Diagnoses, Class Counsel and Counsel for the NFL Parties will address possible advances in science to effectuate the mutual intent that Players manifest actual cognitive impairment and/or actual neuromuscular impairment.

#### **117. What must the medical records show for Parkinson’s Disease?**

The medical records must show a diagnosis made, while living, of “Parkinson’s,” “Parkinson’s Disease,” or “Major Neurocognitive Disorder probably due to Parkinson’s Disease.” However, this is a non-exhaustive list, and the medical records also may show other terms that are not set out here.

The Settlement Agreement says this in Exhibit 1:

- (a) For living Retired NFL Football Players, a diagnosis while living of the specific disease of Parkinson’s Disease as defined by the World Health Organization’s International Classification of Diseases, 9th Edition (ICD-9), the World Health Organization’s International Classification of Diseases, 10th Edition (ICD-10), or a diagnosis of Major Neurocognitive Disorder probably due to Parkinson’s Disease as defined in the Diagnostic and Statistical Manual of Mental Disorders (DSM-5), made by a Qualified MAF Physician or a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, as set forth and provided in Sections 6.3(b)-(d) of the Settlement Agreement.
- (b) For Retired NFL Football Players deceased before January 7, 2017, a diagnosis of Parkinson’s Disease, made while the Retired NFL Football Player was living by a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, or by a physician with sufficient qualifications in the field of

neurology to make such a diagnosis, as set forth and provided in Sections 6.3(c)-(e) of the Settlement Agreement.

The Settlement Agreement also states that the identification of a condition – for example, through a blood test, genetic test, imaging technique, or otherwise – that has not yet resulted in actual cognitive impairment and/or neuromuscular impairment experienced by the Player does not qualify as a Qualifying Diagnosis. There must be an actual manifestation of cognitive impairment and/or neuromuscular impairment.

Click [here](#) for the Diagnosis and Review Table, which explains who reviews Parkinson’s Disease diagnoses and what review standard applies.

**118. Are auxiliary tests, including biomarker tests, enough to establish my Qualifying Diagnosis of Parkinson’s Disease?**

No, auxiliary tests alone are not sufficient to establish a Qualifying Diagnosis of Parkinson’s Disease under the Settlement criteria. The Settlement Agreement states that the identification of a condition – for example, through a blood test, genetic test, imaging technique, or otherwise – that has not yet resulted in actual cognitive impairment and/or actual neuromuscular impairment experienced by the Retired NFL Football Player does not qualify as a Qualifying Diagnosis. There must be an actual manifestation of cognitive impairment and/or actual neuromuscular impairment.

Auxiliary tests for Parkinson’s disease may include biomarker tests such as an alpha-synuclein skin biopsy or Ioflupane (123I) dopamine transporter (DaT) single photon emission computed tomography (SPECT) scan (DaT scan), or neurophysiological studies of tremor. Although these auxiliary tests alone are not sufficient to fulfill the Settlement criteria, their potential, non-mandatory use may influence the overall certainty of a diagnosis of Parkinson’s Disease. Biomarker tests may assist the diagnosing physician to determine whether a Retired Player’s signs or symptoms are related to Parkinson’s disease.

As a general matter with respect to the Qualifying Diagnoses, Class Counsel and Counsel for the NFL Parties will address possible advances in science to effectuate the mutual intent that Players manifest actual cognitive impairment and/or actual neuromuscular impairment.

**119. What must the medical records show for Death with CTE?**

To be eligible for a Monetary Award for a CTE diagnosis, the Retired NFL Player must have died before April 22, 2015 (the Final Approval Date), and the Diagnosis of CTE must have been made after the Player’s death. A CTE Diagnosis made before the Player died is not eligible for a Monetary Award.

There are two aspects to complying with the deadline for the Qualifying Diagnosis of Death with CTE: 1) the date of the Qualifying Diagnosis, *and* 2) the date of the neuropathologist’s post-mortem examination. The date of the Qualifying Diagnosis is the date of the Player’s death. If a Player died before July 7, 2014, the medical records must show that a Diagnosis of

CTE was made by a board-certified neuropathologist who performed the post-mortem examination before April 22, 2015. If the Player died between July 7, 2014 and April 22, 2015, the medical records must show that a Diagnosis of CTE was made by a board-certified neuropathologist who performed the post-mortem examination within 270 days of the Player's date of death.

Click [here](#) for the Diagnosis and Review Table, which explains who reviews Death with CTE diagnoses and what review standard applies. The [deadline](#) to submit a Claim Package for a Pre-Effective Date Qualifying Diagnosis was February 6, 2019.

## **120. What must the medical records show for ALS?**

The medical records must show a diagnosis made, while living, of "Amyotrophic Lateral Sclerosis," "ALS" or "Lou Gehrig's Disease." However, this is a non-exhaustive list, and the medical records also may show other terms that are not set out here.

The Settlement Agreement says this in [Exhibit 1](#):

- (a) A diagnosis while living of the specific disease of Amyotrophic Lateral Sclerosis, also known as Lou Gehrig's Disease ("ALS"), as defined by the World Health Organization's International Classification of Diseases, 9<sup>th</sup> Edition (ICD-9) or the World Health Organization's International Classification of Diseases, 10<sup>th</sup> Edition (ICD-10), made by a Qualified MAF Physician or a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, as set forth and provided in Sections 6.3(b)-(d) of the Settlement Agreement.
- (b) For Retired NFL Football Players deceased before January 7, 2017, a diagnosis of ALS, made while the Retired NFL Football Player was living by a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, or by a physician with sufficient qualifications in the field of neurology to make such a diagnosis, as set forth and provided in Sections 6.3(c)-(e) of the Settlement Agreement.

Click [here](#) for the Diagnosis and Review Table, which explains who reviews ALS diagnoses and what review standard applies.

## **121. What if I cannot get medical records or a Diagnosing Physician Certification Form from the diagnosing physician?**

If you have questions about the unavailability of your medical records and/or your inability to get a Diagnosing Physician Certification Form from your diagnosing physician, including those records from 88 Plan physicians, contact the Claims Administrator to see if it has these records and the Diagnosing Physician Certification Form from the BAP Administrator, if you received a Qualifying Diagnosis through the BAP, or if the records or Diagnosing Physician Certification Form can be excused based on Section 8.2(a) of the Settlement Agreement.



**122. If I cannot get medical records or a Diagnosing Physician Certification Form from the diagnosing physician, is there anything specific I should submit to show my attempts to get such documents?**

You should keep records from all your communications and attempted communications with the physicians or medical providers from whom you tried to get medical records and/or a Diagnosing Physician Certification Form. If you speak with someone over the phone, ask that person to confirm in writing your conversation. You can submit these records and a written explanation of your efforts and the Claims Administrator will consider them when determining whether you qualify for an exception under Section 8.2(a) of the Settlement Agreement.

**123. What exceptions are allowed under Section 8.2(a) of the Settlement Agreement for Representative Claimants of deceased Retired NFL Football Players?**

All three subsections of Section 8.2(a) apply to Representative Claimants of deceased Retired NFL Football Players.

1. **8.2(a)(i):** The Claims Administrator excuses a Diagnosing Physician Certification Form when all these requirements are met:
  - (a) The Player died before January 7, 2017;
  - (b) The physician who provided the Qualifying Diagnosis died or was deemed legally incapacitated or incompetent before January 7, 2017;
  - (c) The Representative Claimant provides evidence of the physician's death, incapacity, or incompetence; and
  - (d) The Representative Claimant provides evidence of the physician's qualifications to make the Qualifying Diagnosis.

When applying this exception, all other contents of the Claim Package must be submitted, including medical records reflecting the Qualifying Diagnosis.

2. **8.2(a)(ii):** The Claims Administrator excuses medical records and a Diagnosing Physician Certification Form when all these requirements are met:
  - (a) Medical Records:
    - (1) They are unavailable due to a flood, hurricane, or fire;
    - (2) The Representative Claimant makes a showing of a reasonable effort to obtain the medical records from any available source; and

(3) There is a certified death certificate referencing the Player's Qualifying Diagnosis that was made while he was living.

(b) Diagnosing Physician Certification Form:

(1) The unavailability of medical records causes the diagnosing physician to be unable to provide a Diagnosing Physician Certification Form;

(2) The diagnosing physician provides a sworn affidavit stating why he or she is unable to complete a Diagnosing Physician Certification Form without medical records (for example, the SWS-2); and

(3) There is a certified death certificate referencing the Player's Qualifying Diagnosis that was made while he was living.

**3. 8.2(a)(iii):** The Claims Administrator allows a physician who did not make the original Qualifying Diagnosis to submit a Diagnosing Physician Certification Form if:

(a) The physician who made the original (or earlier) diagnosis cannot sign a Diagnosing Physician Certification Form because he or she died or was deemed legally incapacitated or incompetent;

(b) The physician who completes the Diagnosing Physician Certification Form performs his or her own independent examination of the Player; and

(c) The physician who completes the Diagnosing Physician Certification Form reviews the medical records that formed the basis of the earlier physician's diagnosis.

If the physician who signs the Diagnosing Physician Certification Form makes the same Qualifying Diagnosis as the earlier physician, the earlier diagnosis date is used to calculate the Monetary Award.

#### **124. What is the SWS-2?**

The SWS-2 is the "Diagnosing Physician Sworn Statement: Inability to Provide a Diagnosing Physician Certification for a Deceased Retired NFL Football Player Without Medical Records" (click [here](#) to download and print the SWS-2). It is used by Representative Claimants of deceased Retired NFL Football Players who cannot provide a Diagnosing Physician Certification Form because of missing medical records and seek an exception under Section 8.2(a)(ii) of the Settlement Agreement. Click [here](#) to read an FAQ for more information on that. The diagnosing physician must sign the SWS-2 and state the reason(s) why he or she cannot complete a Diagnosing Physician Certification Form without the missing medical records.

#### **125. What exceptions are allowed under Section 8.2(a) of the Settlement Agreement for living Retired NFL Football Players or Representative Claimants of legally incapacitated or incompetent Players?**

Only one exception in Section 8.2(a) applies to living Retired NFL Football Players or Representative Claimants of legally incapacitated or incompetent Players. Section 8.2(a)(iii) allows these people to submit a Diagnosing Physician Certification Form from a physician who did not make the Player's original diagnosis but later diagnosed the Player. The Claims Administrator applies this exception if:

1. The physician who made the original (or earlier) diagnosis cannot sign a Diagnosing Physician Certification Form because he or she died or was deemed legally incapacitated or incompetent;
2. The physician who completes the Diagnosing Physician Certification Form performs his or her own independent examination of the Player; and
3. The physician who completes the Diagnosing Physician Certification Form reviews the medical records that formed the basis of the earlier physician's diagnosis.

If the physician who signs the Diagnosing Physician Certification Form makes the same Qualifying Diagnosis as the earlier physician, the earlier diagnosis date is used to calculate the Monetary Award.

Where the Claims Administrator determines that a prior diagnosing physician is unavailable because he or she died or was deemed legally incapacitated or incompetent, or the parties jointly agree to grant an exception to the Diagnosing Physician Certification Form requirement as described in FAQ 128, the Claims Administrator will follow these steps described in Section 8.2(a)(iii) of the Settlement Agreement for re-diagnosis of a living Retired NFL Football Player, unless the Claims Administrator deems it necessary to apply other processes:

1. The Player may see a Qualified MAF Physician or Qualified BAP Providers for an independent examination.
2. The Player must provide the Qualified MAF Physician or Qualified BAP Providers with all records that formed the basis of the prior diagnosis in his possession or to which he has access.
3. The Qualified MAF Physician or Qualified BAP Providers must perform an independent examination of the Player and review the records provided by the Player.
4. If the Qualified MAF Physician or Qualified BAP Providers find the same Qualifying Diagnosis as the physician who made the prior diagnosis – both as of the date of the independent examination and the prior diagnosis – and attest to that Qualifying Diagnosis on a Diagnosing Physician Certification Form, then the date of the Qualifying Diagnosis used to calculate the Monetary Award will be the date of the prior diagnosis.

**126. Are there other instances not listed in Section 8.2 of the Settlement Agreement where the medical records or Diagnosing Physician Certification Form requirement may be excused?**

The Claims Administrator has discretion to review and submit to the parties to the Settlement Agreement for their approval Settlement Class Members' requests to excuse the Diagnosing Physician Certification Form and/or medical records reflecting Qualifying Diagnosis requirements where not explicitly allowed by the Settlement Agreement. When deciding whether to submit such an exception request to the parties, the Claims Administrator will follow these general rules:

For living Retired NFL Football Players and Representative Claimants of deceased Players, the Claims Administrator will exercise its discretion to ask the parties to approve a request to excuse medical records, excuse a Diagnosing Physician Certification Form, or accept a Diagnosing Physician Certification Form from a different diagnosing physician after considering these factors:

1. The overall reliability of the Settlement Class Member's explanation;
2. Whether the Claims Administrator can confirm the reason(s) why medical records are missing or a physician is unavailable; and
3. The availability of other documents or information to verify that the claimed Qualifying Diagnosis occurred.

The Claims Administrator may request additional information and/or documents from a Settlement Class Member while considering these requests. If the Settlement Class Member does not provide what is requested, the Claims Administrator may not submit the exception request to the parties. The Claims Administrator will not contact physicians or medical providers on behalf of Settlement Class Members to request records, Diagnosing Physician Certification Forms, or any other documents.

The Claims Administrator does not consider submitting a request for an exception to the parties where:

1. There is no Qualifying Diagnosis asserted on the Claim Form and no Qualifying Diagnosis can be identified based on all available information; or
2. The only evidence of a Qualifying Diagnosis is the Settlement Class Member's own assertion.

The NFL Parties and Class Counsel must jointly agree to grant an exception request. The Claims Administrator may adopt additional guidelines and rules to be followed by Settlement Class Members and the Claims Administrator to implement this policy. Anyone that disagrees with the decision on a particular claim may be heard on an appeal of the Award determination to the Special Master.

**127. What happens after the Claims Administrator grants an exception under Section 8.2(a) or the parties to the Settlement Agreement grant an exception for a situation not covered by Section 8.2(a)?**

The Claims Administrator or AAP will review your Qualifying Diagnosis based on the available documents to determine if you are eligible for a Monetary Award. Click [here](#) to read an FAQ describing how the date of diagnosis is determined.

**128. Who reviews my claim for a Monetary Award?**

The Claims Administrator first reviews all Claim Packages to make sure they have the necessary information and documents.

If the Claim Package is complete or once it is made complete after notices from the Claims Administrator on what is missing, either the Claims Administrator or a doctor from the Appeals Advisory Panel (click [here](#) for an FAQ about the AAP) reviews it to determine if there is a Qualifying Diagnosis made by a physician with the proper credentials and whether it is eligible for a Monetary Award.

The Claims Administrator reviews Qualifying Diagnoses that were made:

- a. after January 7, 2017, by Qualified BAP Providers or Qualified MAF Physicians; and
- b. on or before July 1, 2011, by a board-certified neurologist, board-certified neurosurgeon, or other board-certified neuro-specialist physician.

An AAP doctor reviews all other Qualifying Diagnoses made on or before January 7, 2017. In addition, an AAP doctor reviews all claims that rely on neuropsychological testing that was rescored under the Norming Agreement.

Click [here](#) for the Diagnosis and Review Table, which summarizes who reviews each Qualifying Diagnosis and what review standard applies. Find the kind of Qualifying Diagnosis in column 1 of the Diagnosis and Review Table. Then look at column 2 for when it was made and column 5 for who reviews it.

**129. How is my diagnosis reviewed? When and to what does the “generally consistent” standard apply?**

The Diagnosis and Review Table shows how this works; click [here](#) to review the Table.

A Qualifying Diagnosis that must be made following the criteria in Exhibit 1 is reviewed by the Claims Administrator to see if it followed the criteria outlined in Exhibit 1.

When a Qualifying Diagnosis has been made based on evaluation and evidence “generally consistent” with the criteria set in Exhibit 1, the Claims Administrator or the doctors on the

Appeals Advisory Panel, as appropriate, review these diagnoses to ensure that they have been made on principles generally consistent with the Exhibit 1 criteria. Click [here](#) for an FAQ about the Claims Administrator's actions on Level 1.5 and Level 2 diagnoses made by Qualified MAF Physicians.

### **130. What is the AAP and what does it do?**

The Appeals Advisory Panel ("AAP") consists of board-certified neurologists whom the Court approved to make recommendations to the Court and the Special Masters, upon their request, about the medical aspects of the Settlement and to review claims for certain Qualifying Diagnoses. The AAP also may be asked by the BAP Administrator to determine a Retired NFL Football Player's level of neurocognitive impairment when there is a lack of agreement between two Qualified BAP Providers. The AAP, upon request, also provides the Claims Administrator advice and assistance about medical issues that arise during the claim review process.

A member of the AAP (known in these FAQs as an "AAP doctor") reviews Qualifying Diagnoses (click [here](#) for an FAQ about what Qualifying Diagnoses the AAP reviews) based on principles generally consistent with the diagnostic criteria set forth in Exhibit 1 to the Settlement Agreement, including consideration of, without limitation, the qualifications of the diagnosing physician, the supporting medical records and the year and state of medicine in which the Qualifying Diagnosis was made. The AAP doctor also will confirm that the Qualifying Diagnosis was made by an appropriate physician, as set forth in Section 6.3 of the Settlement Agreement. Click [here](#) for the Diagnosis and Review Table, which summarizes what Qualifying Diagnoses the AAP reviews and what review standard applies.

Two members of the AAP serve on the Claims Administrator's [AAP Leadership Council](#) to provide the Claims Administrator advice and assistance on any medical issues arising in the work of Qualified MAF Physicians.

### **131. What is the AAP Leadership Council?**

Two AAP Members serve as the Claims Administrator's AAP Leadership Council to provide the Claims Administrator advice and assistance on any medical issues arising in the oversight of the work of Qualified MAF Physicians. This includes review of specific claims or groups of claims at the Claims Administrator's request to determine compliance by Qualified MAF Physicians with the Settlement Agreement, the Qualified MAF Physician Manual and any guidance materials or instructions the Claims Administrator has issued to Qualified MAF Physicians, and whether the Claim Package reflects and supports the Qualifying Diagnosis stated in the Diagnosing Physician Certification form on a claim. The AAP Leadership Council is selected by and works at the Claims Administrator's direction, as overseen by the Special Masters.

### **132. What is the AAPC and what does it do?**

The Appeals Advisory Panel Consultants (“AAPC”) are board-certified neuropsychologists approved by the Court to give advice about neuropsychological testing and cognitive impairment to the Court, Special Masters, Claims Administrator, and/or AAP doctors.

The AAP may ask the AAPC about Level 1.5 and Level 2 Neurocognitive Impairment Qualifying Diagnoses or the neuropsychological testing that supports an Alzheimer’s Disease diagnosis. An AAP doctor does not have to follow the AAPC’s advice.

**133. I received a Qualifying Diagnosis through the BAP. Do I have to do anything else to receive a Monetary Award?**

Yes. You must submit a Claim Form to the Claims Administrator to be considered for a Monetary Award. The BAP Administrator will provide the Claims Administrator with the records from your BAP exams, including the BAP Diagnosing Physician Certification Form, but you must submit the other parts of your Claim Package to the Claims Administrator before it can make a Monetary Award determination for your claim (click [here](#) to read an FAQ about what is in a Claim Package).

**134. I received a Qualifying Diagnosis from a Qualified MAF Physician. Do I have to do anything else to receive a Monetary Award?**

Yes. You must submit a Claim Package to the Claims Administrator to be considered for a Monetary Award (click [here](#) to read an FAQ about what is in a Claim Package). The Claims Administrator may have received the MAF Diagnosing Physician Certification and/or medical records reflecting your Qualifying Diagnosis directly from the Qualified MAF Physician, so check your Claim Package documents on your Portal or contact the Claims Administrator to see if some of these items are already in your file. You are responsible for submitting the other parts of your Claim Package. The Claims Administrator will review your claim to make sure it is complete and will tell you if you need to provide anything that is missing.

**135. If I received a Qualifying Diagnosis from a Qualified MAF Physician, what types of records will the physician send to the Claims Administrator?**

The Qualified MAF Physician must send the Claims Administrator the MAF Diagnosing Physician Certification Form and medical records on the Player. Those records must include:

- (a) The report summarizing the Qualified MAF Physician’s evaluation of the Player;
- (b) Any CDR questionnaire/worksheet completed by the Qualified MAF Physician or the neuropsychologist for evaluating the Player’s functional impairment;
- (c) Any documentary evidence or third-party sworn affidavit corroborating the Player’s functional impairment that the Qualified MAF Physician reviewed in making the diagnosis;
- (d) Any neuropsychological testing evaluation the Qualified MAF Physician reviewed or relied on to make the diagnosis. For diagnoses of Level 1.5 or 2 Neurocognitive Impairment, the

neuropsychological testing evaluation should identify the tests that were administered and include both the raw and scaled scores from those tests;

- (e) Any historical medical records from other providers that the Qualified MAF Physician reviewed or relied on to make the diagnosis;
- (f) Any other imaging or test results the Qualified MAF Physician reviewed or relied on to make the diagnosis; and
- (g) For Level 1.5 and Level 2 diagnoses, an explanation when there is a deviation from the strict BAP criteria and/or the Player fails two or more validity measures (click [here](#) for more on this).

### **136. What happens after I submit my Claim Package?**

The Claims Administrator will review your Claim Package to determine whether you have sent in everything required to make your claim complete. If you have, your claim will be reviewed on its merits either by the Claims Administrator or by an AAP doctor. If you have not sent in everything to make your claim complete, you will receive a Notice of Preliminary Review or a Notice of Request for Additional Documents describing what has been excluded and what you need to do next.

### **137. Can I receive a Monetary Award for more than one Qualifying Diagnosis on the same claim?**

No. If your Diagnosing Physician Certification Form states more than one Qualifying Diagnosis or if you submit multiple Diagnosing Physician Certification Forms indicating more than one Diagnosis, the Claims Administrator or AAP doctor will determine if you are eligible for a Monetary Award based on the Qualifying Diagnosis that will pay the higher Award, according to the Monetary Award Grid found [here](#), unless you direct the Claims Administrator to review a different Qualifying Diagnosis. The Claims Administrator will confirm with you which Diagnosis to process and will supplement your Claim Package with any correspondence confirming this decision.

### **138. I received a Notice of Preliminary Review. What does that mean?**

If you submitted a claim for Level 1.5 Neurocognitive Impairment or Level 2 Neurocognitive Impairment diagnosed outside of the BAP and your Claim Package has excluded something, you will receive a Notice of Preliminary Review telling you what you might consider sending to the Claims Administrator. This notice does not mean your claim is being denied. Instead, it gives you the chance to submit your best claim. Only certain fundamental items must be submitted before your claim can be evaluated, such as a signed HIPAA Form, a signed Claim Form and a Diagnosing Physician Certification Form signed by the doctor who made the Qualifying Diagnosis. For certain other items, you may choose not to submit the requested



documents and instead tell the Claims Administrator to review the Claim Package as submitted. But as stated above, it is to your benefit to provide the information requested.

If you are not clear on what is being requested, contact the Claims Administrator for help.

**139. I received a Notice of Request for Additional Documents. What does that mean?**

If you submitted a claim for Level 1.5 Neurocognitive Impairment or Level 2 Neurocognitive Impairment diagnosed through the BAP or for Alzheimer’s Disease, Parkinson’s Disease, ALS, or Death with CTE and your Claim Package has excluded something, you will receive a Notice of Request for Additional Documents telling you what you might consider sending to the Claims Administrator. This notice does not mean your claim is being denied. Instead, it gives you the chance to submit your best claim.

You also may receive a Notice of Request for Additional Documents if an AAP doctor is reviewing your claim and has requested additional information. In this situation, the “What is Missing” column in Section II of the notice will say that the doctor on the Appeals Advisory Panel reviewing your claim has requested additional information and the “How to Address this Item” column will tell you what the AAP doctor has requested. This notice does not mean your claim is being denied, either. If you are unable to provide the requested information, you should tell the Claims Administrator why. The Claims Administrator will share your reason with the AAP doctor, who will decide whether he or she can finish reviewing your claim without the requested information.

**140. What happens after I respond to my notice asking for more information for my claim?**

The Claims Administrator will review your Claim Package again and either: (1) determine that the requested information has been provided and review it on the merits or send it to an AAP doctor for merits review; or (2) determine that the requested information has not been provided and send another notice asking for more information, if necessary. If the AAP doctor believes additional information is necessary, you will receive a new Notice of Preliminary Review or Notice of Request for Additional Documents telling you what is needed and giving you another chance to respond before the Claims Administrator takes further action on your claim. Ultimately, not providing the requested information may result in denial of the claim.

**141. What happens if I never respond to the Notice of Preliminary Review or the Notice of Request for Additional Documents?**

If the notice listed one of the fundamental items needed for every claim, such as a signed HIPAA Form, a signed Claim Form, or a Diagnosing Physician Certification Form signed by the physician who made the Qualifying Diagnosis, the Claims Administrator will have to deny your claim and will send you a notice explaining why. You will have the opportunity to appeal that denial if you wish. If the Claim Package contains all the fundamental items, the Claims Administrator or the AAP doctor will determine whether the claim qualifies for a Monetary Award and then the Claims Administrator will send you a notice explaining the result. You can appeal that determination if you wish.

**142. May I get more time to respond to a notice from the Settlement Program?**

If you are unable to respond to a notice that you received from the Settlement Program by the deadline listed on the notice, you may submit to the Claims Administrator a request for more time, along with an explanation of why you are unable to meet the deadline and any documents you want the Claims Administrator to consider on your request. The Claims Administrator will decide whether to grant your request and will notify you of that decision.

If you have already missed a deadline, you should immediately take the action that you failed to do by the deadline and submit to the Claims Administrator your request for excuse from the deadline, no later than 60 days after the deadline passed. Explain why you missed the deadline and submit any documents you want the Claims Administrator to consider on your request. The Claims Administrator will decide whether to grant your request and will notify you of that decision. The Claims Administrator will not consider any requests to re-open a deadline more than 60 days after the deadline has passed.

**143. Does the Claims Administrator question the medical judgment of the physician who made the Qualifying Diagnosis?**

The Claims Administrator has to make sure that all necessary documents and information are included in your Claim Package, that the Settlement Agreement, the Rules Governing Qualified MAF Physicians and all FAQs were followed and that the diagnosis complies with all those standards. The Claims Administrator will notify you if there is conflicting information in the medical records so you can provide additional information to try to clarify the discrepancy. The Claims Administrator may deny a claim where the rules and criteria were not followed and the issue was not or cannot be cured, which may require analysis of the reliability of the diagnosis stated. The Claims Administrator also has to review the integrity of the medical information and diagnosis made on any claim subject to audit under Section 10.3 of the Settlement Agreement.

**144. I have provided my claim to the Claims Administrator and it is now complete enough to send to the AAP. What happens next?**

If your claim is required to be reviewed by an AAP doctor, or is selected for AAP review by the Claims Administrator, the Claims Administrator will assign your claim to an AAP doctor, who will review it within 45 days after it has been assigned. There is no deadline for the Claims Administrator to assign the claim to an AAP doctor, but the Claims Administrator is doing that as quickly as possible. The AAP doctor will either:

- (a) Find your Claim Package eligible for a Monetary Award;
- (b) Deny your claim because the records do not support the Qualifying Diagnosis or the diagnosing physician did not have the necessary credentials; or
- (c) Request more information or documents. The Claims Administrator will send you a notice asking for that information.

Click [here](#) for instructions on how to contact the Claims Administrator to check whether your claim has been assigned to the AAP.

**145. How can I check the status of my Claim Package review?**

If you created an account on the Claims Administrator's Settlement Website ([www.nflconcussionsettlement.com](http://www.nflconcussionsettlement.com)), you can log in and check your claim status there. Or you may call the Claims Administrator at 1-855-887-3485 or email ([ClaimsAdministrator@NFLConcussionSettlement.com](mailto:ClaimsAdministrator@NFLConcussionSettlement.com)) for an update.

**146. How long could it take to review my Claim Package from start to finish?**

This is different for each claim. If you provided all the required information and the Qualifying Diagnosis does not need AAP review, you could have a Claim Package decision in under 45 days. However, if your claim needs AAP review, the AAP doctor has another 45 days to complete his or her review. If any information is missing from your Claim Package, the review process will take longer. These are some other things that could affect the timing of your Claim Package determination:

- a. Your claim requires audit review under Section 10.3 of the Settlement Agreement;
- b. The status of your registration is not yet final (for example, because you challenged your Notice of Registration Determination);
- c. Confirmation of any applicable Lien holdback and deduction amounts (see more about Liens in FAQs [here](#));
- d. Whether you have asked the Claims Administrator to stop processing your claim while you gather additional materials; and/or
- e. Some other issue arises that requires a more detailed analysis of your claim (for example, you seek an exception under Section 8.2(a) of the Settlement Agreement).

The Claims Administrator reviews Claim Packages on a first in, first out basis. You may ask that the Claims Administrator review your Claim Package ahead of others by submitting a request to the Claims Administrator, along with documents showing financial hardship or extreme medical need. Some examples of a financial hardship are eviction or foreclosure, receipt of government assistance and bankruptcy. Extreme medical need means that you are suffering from a terminal condition and you may not live to receive the results of your Claim Package review. The Claims Administrator will review your request and get back to you as quickly as possible. Contact the Claims Administrator if you have concerns or questions about the length of time it has taken to process your claim.

**147. If I am eligible for a Monetary Award, how much money will I receive?**

The amount of your Monetary Award will depend on the Retired NFL Football Player's:

- (1) Qualifying Diagnosis and his age at the time of that diagnosis (click [here](#) to see the Monetary Award Grid);
- (2) The number of Eligible Seasons (click [here](#) to see the "How to Calculate Eligible Seasons" guide published by the Claims Administrator);
- (3) Whether he had a Stroke or Traumatic Brain Injury that is related to the Qualifying Diagnosis; and
- (4) Participation in a BAP exam for Qualifying Diagnoses made after January 7, 2017.

The Award amount also depends on:

- (1) Any valid Liens on the Award;
- (2) Any Lien Resolution Administrator's costs and expenses, where appropriate, as required under Sections 11.3(d) and (e) of the Settlement Agreement;
- (3) Any payment arrangements you made with your lawyer;
- (4) The 5% amount held back for Common Benefit Fees (click [here](#) for an FAQ on these fees);
- (5) Whether a 1% offset is applied because at least one Derivative Claimant has registered; and
- (6) Any further assessments ordered by the Court.

**Reminder:** *The Monetary Award will be reduced by 75% if the Retired NFL Football Player had: (1) a Stroke that happened before or after the time he played NFL Football, but before he received a Qualifying Diagnosis; or (2) a Traumatic Brain Injury unrelated to NFL Football that happened during or after his NFL Football career, but before he received a Qualifying Diagnosis. The Monetary Award will not be reduced if you can show that the Stroke or Traumatic Brain Injury is not related to the Qualifying Diagnosis.*

#### **148. What is a Stroke or Traumatic Brain Injury in this Settlement Program?**

"Stroke" means stroke, as defined by the World Health Organization's International Classification of Diseases, 9th Edition (ICD-9) or the World Health Organization's International Classification of Diseases, 10th Edition (ICD-10), which occurs before or after the time the Retired NFL Football Player played NFL Football and is unrelated to NFL Football play. A medically-diagnosed Stroke does not include a transient cerebral ischemic attack and related syndromes, as defined by ICD-10.

“Traumatic Brain Injury” means severe traumatic brain injury unrelated to NFL Football play, that occurs during or after the time the Player played NFL Football, where the Player lost consciousness for more than 24 hours and did not return to pre-existing conscious level, consistent with the definitions in the World Health Organization’s International Classification of Diseases, 9th Edition (ICD-9), Codes 854.04, 854.05, 854.14 and 854.15, and the World Health Organization’s International Classification of Diseases, 10th Edition (ICD-10), Codes S06.9x5 and S06.9x6.

**149. Can I be found eligible for a Monetary Award based on a Qualifying Diagnosis that is different than the one I claimed?**

Yes. If an AAP doctor reviews the Qualifying Diagnosis selected on your Claim Form and Diagnosing Physician Certification Form and finds it is not supported by the records, but believes the records show a Qualifying Diagnosis that is less severe medically or lower in value according to the Monetary Award Grid found [here](#), he or she can approve the lesser condition. This rule allows a Settlement Class Member to receive a Monetary Award instead of a denial.

The Claims Administrator will not issue a Monetary Award for a Qualifying Diagnosis that is more severe or higher in value than the Qualifying Diagnosis selected on your Diagnosing Physician Certification Form. If the records support your claimed Qualifying Diagnosis, the Claims Administrator will find you are entitled to a Monetary Award for that Qualifying Diagnosis.

**150. What can I do if I do not like my Claim Package determination (eligible or denied)?**

You may appeal to the Special Master, who will decide an issue on appeal based upon a showing of clear and convincing evidence. Under that standard, whoever appeals must convince the Special Master that there is a high probability that the determination of the Claims Administrator being appealed was wrong. There is a \$1,000 fee for a Player to appeal, which will be refunded if you win your appeal. If you are unable to pay the \$1,000 appeal fee, you may ask for a waiver by submitting a request, along with documents showing financial hardship, to the Claims Administrator. Some examples of a financial hardship are eviction or foreclosure, receipt of government assistance and bankruptcy. The Claims Administrator will review your request and documents and notify you of its decision within 10 days. The Rules Governing Appeals of Claim Determinations provide detailed information about how appeals work and the procedural rules that apply (click [here](#) to read them).

***Reminder:** If your claim is denied, you can submit another claim in accordance with the terms of the Settlement Agreement. Click [here](#) to read an FAQ about this.*

***Reminder:** If your claim is eligible, you cannot appeal any Lien deductions taken from your Award. You will be notified separately about any Liens to which you can object. Click [here](#) to read an FAQ about Lien disputes.*

**151. Can I withdraw my claim?**

Yes, you can withdraw your claim by sending a written request to the Claims Administrator (click [here](#) for a form to use when requesting a withdrawal). However, you cannot withdraw a claim if it has already been closed because it was paid in full or denied as ineligible and all steps after a denial have been finished, or it was denied for fraud, misrepresentation, omission, or concealment of a material fact after concluding an audit investigation under Section 10.3 of the Settlement Agreement (click [here](#) to read an FAQ about the audit process).

**152. Can the Claims Administrator change the outcome of my claim after I receive a notice?**

Yes. There are some situations where the Claims Administrator has to take back a notice it has already issued, such as to correct an error in the review, because of the audit of a claim or to address a matter covered in the Rules Governing Qualified MAF Physicians [see especially Rules 25(b) and 27].

**153. Can I submit a new claim for a Monetary Award if the Claims Administrator has denied my claim?**

Yes. Section 9.1(c)(i) of the Settlement Agreement allows a Settlement Class Member to submit a new Claim Package after receiving a denial notice. The Claims Administrator will determine whether the new claim can be considered for a Monetary Award based on several factors, including whether the new claim is submitted before any applicable deadlines and shows materially changed circumstances from the earlier claim. These materially changed circumstances may include (a) a different type of Qualifying Diagnosis than the one that was denied, or (b) the same type of Qualifying Diagnosis but with a different diagnosis date supported by additional medical records.

If a claim is submitted within 365 days after a previous claim, Section 10.3(d)(ii) of the Settlement Agreement requires the Claims Administrator to audit it if it is based on the same Qualifying Diagnosis as the denied claim but the new diagnosis was made by a different physician. This will make the review take longer and you could be asked to provide additional documents or information to the Claims Administrator.

**154. If I received a Monetary Award for one Qualifying Diagnosis, can I later receive a Monetary Award for a different Qualifying Diagnosis? What is a Supplemental Monetary Award?**

Section 6.8 of the Settlement Agreement says that if a Retired NFL Football Player who receives a Monetary Award based on a certain Qualifying Diagnosis is later diagnosed with a different Qualifying Diagnosis, the Player (or his Representative Claimant) may be entitled to a Supplemental Monetary Award. This depends on whether the amount of the Monetary Award for the new Qualifying Diagnosis is more than the amount of the Monetary Award for the earlier Qualifying Diagnosis (click [here](#) to see the Monetary Award Grid illustrating the value for each Qualifying Diagnosis). If it is higher, the Player's Supplemental Monetary Award will be the dollar amount of the new Monetary Award less the amount of the

previously paid Monetary Award.

To be eligible for a Supplemental Monetary Award, the Settlement Class Member must submit documents showing:

1. The new Qualifying Diagnosis is different than any Qualifying Diagnosis for which the Player has previously received a Monetary Award; and
2. The Player received the new Qualifying Diagnosis after the date of the Qualifying Diagnosis for which he previously received a Monetary Award.

#### **155. Can Class Counsel or the NFL appeal my Claim Package determination?**

Yes. Both have the right to appeal to the Special Master. If Class Counsel or the NFL appeals, you will have a chance to respond. The Rules Governing Appeals of Claim Determinations provide detailed information about how appeals work and the procedural rules that apply (click [here](#) to read them).

#### **156. Are there any rules covering determinations that a Monetary Award claim is or is not barred by the statute of limitations under applicable state law?**

Yes. The Special Masters adopted the Rules Governing Statute of Limitations Proceedings, which cover the Special Masters' review under Section 6.2(b) of the Settlement Agreement, of whether a Representative Claimant is eligible for a Monetary Award for a deceased Retired NFL Football Player who died before January 1, 2006. These Rules are available [here](#).

### **VI. Representative Claimants**

#### **157. Who is a Representative Claimant?**

A Representative Claimant is an authorized representative, ordered by a court or other official of competent jurisdiction under applicable state law, of a deceased, legally incapacitated or incompetent Retired NFL Football Player. There are two ways to be authorized as the Representative Claimant:

- (a) Proof of Appointment:** You can submit a copy of an order or other document showing that a state court or other official has appointed you as the representative of the Player. For a legally incapacitated or incompetent Player, you can also submit a copy of a "durable" or "springing" power of attorney ("POA") signed by the Player and naming you as authorized to act for him if he became legally incapacitated or incompetent. A POA is not sufficient to show authority to act on behalf of a deceased Player.
- (b) Centralized Appointment Process in the Federal Court:** If you do not have the documents identified in (a), you can be appointed by the federal court overseeing this Settlement Program. However, to take advantage of this process, the Player or Representative Claimant for whom you are acting must have started registering on or

before the August 7, 2017 Registration Deadline. To use this process, send the following documents to the Claims Administrator:

- (1) A completed Petition for Appointment of Representative Claimant;
- (2) A completed Representative Claimant Declaration;
- (3) A medical record or other document showing that the Player is deceased, legally incapacitated or incompetent; and
- (4) The document(s) you listed in the Declaration to support your authority to act on behalf of the Player.

Blank copies of the Centralized Appointment Process forms and instructions are available on the [Forms page](#) on the Settlement Website. There are separate versions of the Petition and Declaration for deceased Players and for legally incapacitated or incompetent Players.

***Reminder:** If you are helping a living Retired NFL Football Player submit a claim in the Settlement Program and he is not legally incapacitated or incompetent and can understand and sign documents on his own, you are not a Representative Claimant. Instead, the Retired NFL Football Player can complete an Authorization for Release of Claims Information form, available on the [Forms page](#) of the Settlement Website, to authorize the Claims Administrator to speak with you about his claim (click [here](#) for an FAQ with more information about this authorization).*

#### **158. How do I become a Representative Claimant?**

To become a Representative Claimant for a deceased, legally incapacitated, or incompetent Retired NFL Football Player who did not previously register, complete a Registration Form and send the Claims Administrator documents proving your authority to act on his behalf. Click [here](#) for more information on what documents the Claims Administrator can accept as proof of your authority to act on the Player's behalf.

***Reminder:** If the Retired NFL Football Player completed registration and received a Notice of Registration Determination, you do not need to start a new registration to act as his Representative Claimant. Instead, the Claims Administrator may substitute you as Representative Claimant after you submit a Substitution of Representative Claimant Form, documents showing a court has authorized you to act on the Player's behalf, and a HIPAA Form. Click [here](#) to learn more about this substitution process.*

#### **159. How will the Claims Administrator determine whether my court order or other official document is sufficient proof that I can be a Retired NFL Football Player's Representative Claimant?**

This depends on whether the Retired NFL Football Player is deceased, legally incapacitated or incompetent, as well as the laws of the state in which he last lived. Unless the Claims Administrator receives evidence that the Player lived in a different state, it will use the Player's last known state of residence from the Registration Form or Substitution of



Representative Claimant Form. There are two ways to be authorized as the Representative Claimant:

- (a) **Proof of Appointment:** You can submit a copy of an order or other document showing that a state court or other official has appointed you as the representative of the Player. For a legally incapacitated or incompetent Player, you also can submit a copy of a “durable” or “springing” power of attorney (“POA”) signed by the Player and naming you as authorized to act for him if he became legally incapacitated or incompetent. A POA is not sufficient to show authority to act on behalf of a deceased Player.
- (b) **Centralized Appointment Process in the Federal Court:** If you do not have the documents identified in (a), you can be appointed by the federal court overseeing this Settlement Program. However, to take advantage of this process, the Player or Representative Claimant for whom you will be substituted must have started registering on or before the August 7, 2017 Registration Deadline. To use this process, send to the Claims Administrator the following documents:
  1. A completed Petition for Appointment of Representative Claimant;
  2. A completed Representative Claimant Declaration;
  3. A medical record or other document showing that the Player is deceased, legally incapacitated or incompetent; and
  4. The document(s) you listed in the Declaration to support your authority to act on behalf of the Player.

Blank copies of the Centralized Appointment Process forms and instructions are available on the [Forms](#) page on the Settlement Website. There are separate versions of the Petition and Declaration for deceased Players and for legally incapacitated or incompetent Players.

**160. How will the Claims Administrator determine whether my Power of Attorney (POA) is sufficient proof that I can be a legally incapacitated or incompetent Retired Player’s Representative Claimant?**

If you submit a “durable” or “springing” POA, it must name you as the agent for the Retired NFL Football Player, be properly executed and still be in effect.

***Reminder:** A standard POA is not enough to show your authority to act for a deceased Player.*

**161. Can a Retired NFL Football Player have more than one Representative Claimant?**

No. Only one person can act as a Retired NFL Football Player’s Representative Claimant.

**162. What happens if more than one person registers as a Representative Claimant for the same Retired NFL Football Player?**

Because only one person can be the Retired NFL Football Player’s Representative Claimant, the Claims Administrator will contact each person who timely registered and explain that

someone else has registered as a Representative Claimant for the same Player. If one person provides a court order or other document showing that a local court or other official has appointed him or her to act on the Retired NFL Football Player's behalf, that person will be the approved Representative Claimant. If no one trying to register as Representative Claimant has a court order or other document confirming that he or she can act on behalf of the Retired NFL Football Player and they cannot agree which of them should be the Representative Claimant, the Claims Administrator will ask each person to submit all of the documents they can to support their authority to act on behalf of the Retired NFL Football Player. After receiving those documents, the Claims Administrator will submit them to the Special Master for review and will notify each person of the Special Master's decision.

**163. Can I be a Retired NFL Football Player's Derivative Claimant if I am his Representative Claimant?**

Yes. You can be both the Representative Claimant of the Retired NFL Football Player and a Derivative Claimant of that Player. You must fill out two different Registration Forms, one for each role.

**164. Do Representative Claimants have to register for benefits?**

Yes. Representative Claimants must register (or be substituted for a Retired NFL Football Player who registered and received a Notice of Registration Determination) before they can submit Claim Packages. If you are a Representative Claimant, you can register in one of two ways:

- (1) Online: go to <https://www.nflconcussionsettlement.com/register.aspx> and follow the step-by-step instructions.
- (2) Mail: a Registration Form is available on the Forms page of the Settlement Website for you to download, print and mail to the Claims Administrator (click here to get it).

***Reminder:** Registering is not the same as submitting a Claim Package.*

**165. What happens if a registered Retired NFL Football Player or Representative Claimant becomes legally incompetent or incapacitated or dies after registering?**

If a Retired NFL Football Player or Representative Claimant becomes legally incapacitated or incompetent or dies after registering, someone new must step in as Representative Claimant on behalf of the Player to pursue Settlement benefits. To become the Representative Claimant, the person authorized to act on the Player's behalf must send these documents to the Claims Administrator:

- (a) A completed and signed Substitution of Representative Claimant Form, which is available here and on the Forms page of the Settlement Website;
- (b) Documents confirming his or her authority to act on behalf of the Player. Click here to read an FAQ about what documents are sufficient; and

(c) A Monetary Award Claim Package HIPAA Authorization Form, which is available [here](#) and on the Forms page of the Settlement Website.

After you submit these documents, the Claims Administrator will review them to make sure they are complete and will contact you with any questions. If you are approved to be the Representative Claimant, the Claims Administrator will update the Player's registration to reflect your name and demographic information. You will use the same Settlement Program ID number as he received. If a Claim Package was already submitted, the Claims Administrator will continue processing it and will send you any notices or communications about the claim. If not, you will need to submit all of the required Claim Package documents to pursue a Monetary Award. Click [here](#) to read an FAQ about Claim Packages.

**166. If I am a Representative Claimant, do I have to submit a Claim Package?**

Yes. You must submit a Claim Package (or be [substituted](#) for a Retired NFL Football Player who registered and submitted a Claim Package) to receive Settlement benefits. Your Claim Package requirements are the same as they would be for a Retired NFL Football Player (click [here](#) for an FAQ about what makes a Claim Package complete).

Additionally, if you are the Representative Claimant of a Player who died before January 1, 2006, you will need to show that a wrongful death or survival claim would not be time-barred under applicable state law (click [here](#) to read more about this in Section 6.2(b) of the Settlement Agreement). Click [here](#) to view the Rules Governing Statute of Limitations Proceedings the Special Masters adopted to cover this process.

## VII. Derivative Claimants

### 167. Who is a Derivative Claimant?

A Derivative Claimant is someone who has a right to recover because he or she has a certain relationship with a Retired NFL Football Player, such as a spouse, parent, or child.

If the Claims Administrator finds one or more Derivative Claimants eligible for a Derivative Claimant Award, their combined Award will be 1% of the Player's Monetary Award. This 1% comes out of the Player's Award and is not on top of it.

### 168. Can a Retired NFL Football Player have more than one Derivative Claimant?

Yes. A Retired NFL Football Player can have more than one Derivative Claimant. If multiple Derivative Claimants are attached to a Player and the Claims Administrator finds them eligible for a Derivative Claimant Award, they share the 1% of the Player's Monetary Award.

### 169. May someone be a Derivative Claimant of more than one Retired NFL Football Player?

Yes. A person who wishes to pursue a claim based on relationships with more than one Retired NFL Football Player must submit a Registration Form for each such relationship.

### 170. Can a deceased person be a Derivative Claimant?

No. A deceased person is not eligible for a Derivative Claimant Award in this Settlement Program. Only living Derivative Claimants can submit Derivative Claim Packages or receive a Derivative Claimant Award.

### 171. Can I register as a Retired NFL Football Player's Derivative Claimant if I also registered as a Representative Claimant?

Yes, you can register as the Representative Claimant of the Retired NFL Football Player and as a Derivative Claimant of that Player. You must use two different Registration Forms, one for each role.

***Reminder:** A Representative Claimant registers on behalf of a Retired NFL Football Player who cannot do so himself because he is legally incapacitated or incompetent or has died. A Derivative Claimant registers on his or her own behalf, based on a relationship with a Retired NFL Football Player.*

### 172. Do Derivative Claimants have to register for benefits?

Yes, Derivative Claimants must register before they can submit Derivative Claim Packages. A Derivative Claimant's deadline to register is 30 days after the related Retired NFL Football Player submits a Claim Package. If you are a Derivative Claimant, you can register in one of two ways:

- (1) **Online:** go to <https://www.nflconcussionsettlement.com/register.aspx> and follow the step-by-step instructions.
- (2) **Mail:** a Registration Form is available on the Forms page of the Settlement Website for you to download, print and mail (click [here](#) to get it) to the Claims Administrator at one of the addresses listed [here](#).

***Reminder:** Registering is not the same as submitting a Derivative Claim Package. The Claims Administrator will hold 1% of the Player's Monetary Award if any Derivative Claimants have registered or there is still time for one to register, but Derivative Claimants must still submit a complete and timely Derivative Claim Package. The Claims Administrator will review Derivative Claim Packages to determine eligibility for Derivative Claimant Awards only after the associated Player becomes eligible for a Monetary Award.*

### **173. What happens if no one registers as a Derivative Claimant for a Retired NFL Football Player?**

If no one registers as a Derivative Claimant of a Retired NFL Football Player and the timeframe to do so has run out, the Claims Administrator will not reserve the 1% of the Player's Monetary Award for any potential Derivative Claimant Awards.

The 1% deduction from the Player's Monetary Award is for potential Derivative Claimant Awards. There may be no Derivative Claimant who is eligible to receive a Derivative Claimant Award. If that is the case, the 1% amount will be awarded back to the Player. Click [here](#) to read the Overview of Derivative Claimant Process for more information.

### **174. How do I submit a Derivative Claim Package?**

If you created a Portal account on the Claims Administrator's Settlement Website ([www.nflconcussionsettlement.com](http://www.nflconcussionsettlement.com)), log in and follow the directions to submit your Derivative Claim Package. You also can create a Portal account now if you would like and submit your Derivative Claim Package online. If you do not have a Portal account and do not wish to create one, you can mail your Derivative Claim Package to the Claims Administrator. The address is listed [here](#).

***Reminder:** The Portal is a secure website where you (or, if you are represented, your lawyer) and the settlement administrators can exchange information easily and quickly. You do not have to use the Portal to participate in the Settlement Program. Even if you use the Portal, you can tell the Claims Administrator you prefer to send and receive information by mail.*

**175. Where do I send my Derivative Claim Package if I do not use an online Portal?**

You can send your Derivative Claim Package using one of these methods:

**U.S. Mail:**

Claims Administrator  
NFL Concussion Settlement  
P.O. Box 25369  
Richmond, VA 23260

**Delivery (ex., FedEx, UPS):**

NFL Concussion Settlement  
c/o BrownGreer PLC  
250 Rocketts Way  
Richmond, VA 23231

**176. Is there a deadline to submit my Derivative Claim Package?**

Yes. You must submit a Derivative Claim Package no later than 30 days after the associated Retired NFL Football Player (or his Representative Claimant) receives a notice that he is eligible for a Monetary Award. The Claims Administrator will provide you notice of your deadline if you have not yet submitted a Derivative Claim Package when the associated Player becomes eligible.

**177. What happens after I submit my Derivative Claim Package?**

After the Claims Administrator receives your Derivative Claim Package, it will either: (1) determine whether your claim is denied, or (2) hold your claim until the Retired NFL Football Player (or his Representative Claimant) receives a final determination about his Monetary Award.

If the Player’s Monetary Award claim is denied (and there is no appeal or the Court denies his appeal), the Claims Administrator will also deny your claim for a Derivative Claimant Award. If the Claims Administrator holds your claim, you will receive a Derivative Claim Package Receipt Notice.

**178. What makes a Derivative Claim Package complete?**

Your Derivative Claim Package is complete if it includes these items:

- (a) A filled out Derivative Claim Form signed by you; and
- (b) A filled out HIPAA Form signed by you.

**Reminder:** *The Settlement Program uses different HIPAA Forms for different purposes. Your Derivative Claim Package must include the “Derivative Claimant HIPAA Authorization Form.” Click [here](#) for a copy of the HIPAA Form that you can print and download from the Settlement Website.*

**179. How will the Retired NFL Football Player know if someone has registered as a Derivative Claimant?**

The Claims Administrator will tell the Retired NFL Football Player (or his Representative Claimant) that someone has registered as a Derivative Claimant when he is eligible for a Monetary Award. The Player's notice will name any registered Derivative Claimants and describe his right to challenge each such Derivative Claimant's right to share 1% of his Monetary Award.

*Reminder: More details about this process are available in the Overview of Derivative Claimant Process on the Settlement Website (click [here](#) to read it).*

**180. How will I know if other Derivative Claimants have registered for the same Retired NFL Football Player?**

The Claims Administrator will tell you whether any other Derivative Claimants have registered for the same Retired NFL Football Player when it determines who is eligible to receive the 1% of that Player's Monetary Award. Your notice will name any Derivative Claimants who are eligible to share the Derivative Claimant Award and describe your right to object to how the 1% has been allocated.

*Reminder: More details about this process are available in the Overview of Derivative Claimant Process on the Settlement Website (click [here](#) to read it).*

**181. How will I know if the Retired NFL Football Player challenged my Derivative Claimant status?**

If you submitted a Derivative Claim Package, the Claims Administrator will tell you if the Retired NFL Football Player (or his Representative Claimant) challenges your right to a Derivative Claimant Award by sending you a notice related to that challenge.

*Reminder: More details about this process are available in the Overview of Derivative Claimant Process on the Settlement Website (click [here](#) to read it).*

**182. What happens if one Derivative Claimant does not want to share the 1% Derivative Claimant Award equally with another Derivative Claimant?**

If a Derivative Claimant does not want to share the 1% equally, he or she can submit an Allocation Objection to the Claims Administrator. The Claims Administrator will analyze each Derivative Claimant's right to share the 1% under the laws of the state where the Retired NFL Football Player lived at the time he received his Qualifying Diagnosis (or his date of death if the Qualifying Diagnosis is Death with CTE). A Derivative Claimant may or may not benefit from an Allocation Objection, as his or her Award may increase or decrease. Depending on the laws and who the Derivative Claimants are, one or more Derivative Claimants could receive no Derivative Claimant Award.

**Reminder:** More details about Allocation Objections are available in the Overview of Derivative Claimant Process on the Settlement Website (click [here](#) to read it).

**183. What law does the Claims Administrator use to analyze Derivative Claimant issues?**

The Claims Administrator will use one of these two laws to analyze Derivative Claimant issues, depending on the Retired NFL Football Player's Qualifying Diagnosis:

- (a) Wrongful Death Laws for Death with CTE Qualifying Diagnoses: Each state has laws explaining who may recover damages when a family member or relative dies because of someone else's wrongful act. Most state wrongful death laws will detail the order in which certain people may recover and the amounts they are entitled to receive.
  
- (b) Loss of Consortium Laws for all other Qualifying Diagnoses: Some states allow certain people to recover damages when a family member or relative is injured because of someone else's wrongful act, but each state decides differently who may recover for this. Some only recognize a spouse's right to recover, while others extend the right to children, parents and other types of people.

**Reminder:** The Claims Administrator uses these two legal causes of action because they were included in the Plaintiffs' Master Administrative Long-Form Complaint filed with the Court on June 7, 2012, and are most relevant to Derivative Claimants who claim they have a right to a Derivative Claimant Award under applicable state law based on a Retired NFL Football Player's injury or death. The Claims Administrator does not consider any other cause of action as a basis for a Derivative Claimant's right to recover.

**184. Are there any rules covering appeals of Derivative Claimant challenge determinations?**

Yes. The Special Masters adopted the Rules Governing Appeals of Player Challenges to Derivative Claimants, which cover the appeal to the Special Master by a Derivative Claimant or a Retired NFL Football Player or the Representative Claimant of a deceased, incapacitated, or incompetent Retired NFL Football Player from the Claims Administrator's determinations on challenges by a Retired NFL Football Player or Representative Claimant to whether a person qualifies as a Derivative Claimant. These Rules are available [here](#).



## **VIII. Lawyers**

### **185. Who is Class Counsel?**

By Order on May 24, 2019, the Court appointed Christopher A. Seeger as the Class Counsel. Mr. Seeger is with the law firm Seeger Weiss LLP, located at 55 Challenger Road, 6th Floor, Ridgefield Park, NJ 07660.

### **186. Do I need a lawyer to represent me individually in this Program?**

There is no requirement that you have a personal lawyer to participate in the Settlement Program. While the settlement administrators can assist a Settlement Class Member proceeding without a lawyer (or “pro se”) to complete required forms, they cannot give you any legal advice. Contact Class Counsel if you have questions about whether you should hire a lawyer.

### **187. How did a lawyer register me?**

If a lawyer represents you in this Settlement Program, he or she may register you on your behalf. After your lawyer registers you, the Claims Administrator will mail or email a Notice of Attorney Representation to you. The notice will include the name and address of the lawyer who registered you. If this lawyer or law firm represents you, contact your lawyer with any questions related to the Settlement Program. If the lawyer does not represent you, write to the Claims Administrator and update your representation status as soon as possible. If the Claims Administrator identifies any overlapping or conflicting information about which lawyer represents you, it will issue a notice to you and the lawyers.

### **188. What are Common Benefit Fees and how will Class Counsel be paid?**

Common Benefit Fees are the costs and litigation expenses that Class Counsel and other lawyers incur for their efforts on behalf of the common benefit of the Settlement Class. On February 13, 2017, then Co-Lead Class Counsel (now Class Counsel) petitioned the Court for: (1) compensation of \$112.5 million to be paid by the NFL for common benefit work done to date for the Settlement Class and (2) a 5% set-aside from each Monetary Award and Derivative Claimant Award for past and future common benefit work for the Settlement Class.

On April 5, 2018, the Court awarded compensation of \$112.5 million to Class Counsel for fees and expenses related to their work for the common benefit of the Settlement Class, in response to the first component of their February 13, 2017 petition. Click [here](#) to read the Court’s Memorandum on the Common Benefit Fund (Document 9860). Click [here](#) to read the Court’s Order granting \$112.5 million to Class Counsel (Document 9861).

The Court has not yet ruled on the second component of Class Counsel’s petition regarding the 5% holdback, but while it is pending, the Court has instructed the Claims Administrator to continue to hold back 5% of each Award. The 5% holdback comes directly from the Monetary Award if the Class Member is unrepresented by counsel. If the Class Member is represented by counsel, the 5% holdback comes from the counsel’s fee. On June 27, 2018, the Court entered an Order instructing the Claims Administrator to release to the Attorneys’ Fees Qualified Settlement

Fund the 5% amounts withheld from Awards, in accordance with Section 23.7 of the Settlement Agreement. Click [here](#) to read the Court's Order Regarding Withholding for Common Benefit Fund. Click [here](#) to read the Court Approved Notice of Filing of Petition for Attorney Fees Costs and 5% Holdback on Awards for more information.

**189. How will my individual lawyer be paid?**

If you hire a lawyer, it is at your own expense. Any lawyer representing a Settlement Class Member individually, including a lawyer who is also Class Counsel, may charge a fee to represent that Settlement Class Member in this Settlement Program. The amount you must pay your lawyer is based on the contract or agreement you sign with that lawyer but it cannot exceed 22% of the Monetary Award (unless there is an approved petition for deviation). The amount the Claims Administrator has to deduct from your Award to pay the Attorney's Lien is based on the contract or agreement you sign with that lawyer and any orders of the Court that affect attorneys' fees in this Settlement Program.

**190. Can I terminate my relationship with my individual lawyer?**

Yes. Players have the right to terminate their relationship with their current individual lawyer. If you are considering doing that, you should contact your lawyer to talk about it. The settlement administrators cannot give you legal advice.

**191. How do I tell the Claims Administrator I have a new lawyer or that I do not have a lawyer?**

If you already registered and later hire a lawyer or change the lawyer who represents you in this Settlement Program, or if you do not have a lawyer anymore, you must tell the Claims Administrator in writing. You can email or mail a letter or the Request for Change in Representation Status Form to the Claims Administrator. If you send a letter, include your name and your Settlement Program ID, if you know it, and any information about your legal representation. If you tell the Claims Administrator that you ended your relationship with your lawyer, the Claims Administrator will: (1) tell that lawyer about your action, (2) give the lawyer seven days to reach out to you and then (3) change your records to show your new legal representation status in this Settlement Program.

**Reminder:** *The Request for Change in Representation Status Form is available on the Forms page of the Settlement Website. Click [here](#) to get it.*

## **IX. Petitions for Deviation from Fee Cap**

### **192. What is a Petition for Deviation from the fee cap?**

On April 5, 2018, the Court entered an Order adopting a cap on attorneys' fees of 22% of an Award, subject to a common benefit holdback, plus reasonable costs. Under the terms of the Order, either a Settlement Class Member or a lawyer may file a Petition for Deviation from the fee cap asking the Court to grant a downward or upward deviation from the fee cap due to exceptional or unique circumstances.

### **193. Will the attorney's fees be reduced to pay for common benefit attorneys?**

The Settlement Agreement allows for a holdback of up to 5% of a Settlement Class Member's Award, payable to the Attorneys' Fees Qualified Settlement Fund, which was established to pay for past and future class benefit work. The Court has not yet determined the percentage that will be used for the common benefit fund but has determined that, whatever the percentage, if the Settlement Class Member is or was represented in the Settlement Class Program any necessary deduction will come from the amount paid to individually retained attorneys. The Claims Administrator will continue to set aside 5% of each Award until the Court makes a further determination.

### **194. Where can I get a copy of the Rules Governing Petitions for Deviation from the Fee Cap?**

The Court entered an October 10, 2018 Order adopting the Amended Rules Governing Petitions for Deviation from the Fee Cap (as originally adopted on May 3, 2018) which you can find on the official Settlement Website at [www.NFLConcussionSettlement.com](http://www.NFLConcussionSettlement.com) under the Governing Documents menu option, Governing Rules. Click [here](#) to view the Rules Governing Petitions for Deviation from the Fee Cap.

### **195. Who are the Parties involved in a Petition for Deviation from the fee cap?**

The Parties involved in a Petition for Deviation are the Petitioner and the Respondent. The Petitioner is either the Settlement Class Member or the lawyer who files the Petition. The Respondent is either the Settlement Class Member or the lawyer who responds to the Petition. Either Party may be represented by counsel. The Claims Administrator is not a Party to the proceedings.

### **196. Can a party to an Attorney's Lien Dispute file a Petition for Deviation?**

Yes. Either the Settlement Class Member or the attorney lienholder may file a Petition for Deviation. A Settlement Class Member is not required to file a Petition for Deviation to dispute an Attorney's Lien.

**197. How will a Petition for Deviation be resolved if there is also an Attorney’s Lien asserted against the Settlement Class Member?**

If either party to an Attorney’s Lien dispute files a Petition for Deviation, the Petition will be resolved in the Attorney’s Lien dispute resolution process. The timing of and requirements for document submissions are governed by the Schedule of Document Submissions issued by the Claims Administrator for the Attorney’s Lien Dispute. The Claims Administrator will include the Petition in the Record for the Attorney’s Lien Dispute to be considered by the Magistrate Judge. Disputes over the amount of an Attorney’s Lien must be resolved by agreement between the Settlement Class Member and the lawyer or through the Attorneys’ Liens dispute resolution process. FAQs about the dispute resolution process are located in the “Liens - Information for Settlement Class Members” and “Liens - Information for Lienholders” sections of the FAQs.

**198. Who determines whether to grant a Petition for Deviation from the fee cap?**

After a Petition for Deviation is filed with the Court, the Claims Administrator will withhold an appropriate amount from the Settlement Class Member’s award, to the extent funds are available, and refer the Petition to the Magistrate Judge. The Parties may consent to have the Magistrate Judge enter a final decision as to the resolution of the Petition. If consent is not given by both Parties, the Magistrate Judge will prepare a Report and Recommendation based on the information in the Petition Record and any testimony and documents properly presented at a hearing, if one is granted. The District Judge will enter a final decision based on the Report and Recommendation from the Magistrate Judge and any objections from the Parties. If both Parties consent, the Magistrate Judge’s decision will be the final decision of the United States District Court of the Eastern District of Pennsylvania.

**199. Where do I file a Petition for Deviation from the fee cap?**

You must file a Petition for Deviation in the United States District Court for the Eastern District of Pennsylvania, Case No.: 2:12-md-02323-AB. A Petition for Deviation served on the Claims Administrator or filed with any other court is not effective in the Settlement Program and will not be considered by the Court.

**200. What is the deadline for filing a Petition for Deviation from the fee cap?**

A Petition for Deviation can be filed by either a Settlement Class Member or a lawyer. The filing deadlines vary based on the circumstances.

- (a) A Settlement Class Member or a lawyer who currently represents the Settlement Class Member must file a Petition for Deviation no later than (1) 40 days after the date of the Notice of Monetary Award Claim Determination or Notice of Derivative Claimant Award Determination, or (2) 10 days after the date of the Post-Appeal Notice of Monetary Award Claim Determination or any post-appeal Notice of Derivative Claimant Award Determination, whichever is later.
- (b) A lawyer who no longer represents the Settlement Class Member at the time he or she files a Petition for Deviation must file the Petition no later than 10 days after the filing of a

Notice of Attorney's Lien in the Court. The Court will not consider Petitions filed by a former lawyer if the lawyer has not asserted an Attorney's Lien.

**201. How do I serve documents related to a Petition for Deviation from the fee cap?**

After filing a Petition for Deviation in the Court, all documents required to be served on the Claims Administrator must be served by one of the following methods:

- (a) Email to ClaimsAdministrator@NFLConcussionSettlement.com, by a secured and encrypted method and include "Petition for Deviation" in the subject line;
- (b) Facsimile to (804) 521-7299, ATTN: Petition for Deviation;
- (c) Mail to NFL Concussion Settlement, Claims Administrator, P.O. Box 25369, Richmond, VA 23260, ATTN: Petition for Deviation; or
- (d) Delivery by overnight carrier to NFL Concussion Settlement, c/o BrownGreer PLC, 250 Rocketts Way, Richmond, VA 23231, ATTN: Petition for Deviation.

**202. What information must be included in a Petition for Deviation from the fee cap?**

The Petition for Deviation must include:

- (a) The extent of the deviation sought;
- (b) A brief statement of the exceptional or unique circumstances for which the Court should allow a deviation from the fee cap;
- (c) The payment terms in the original contingency fee agreement as understood by the Petitioner; and
- (d) A statement declaring under penalty of perjury that the Petitioner has informed the Respondent, or his or her lawyer, if represented, that the Petition for Deviation is being filed with the Court and that the Petitioner has served the Respondent with a copy of the Petition.

Personal information such as a Social Security Number, Taxpayer Identification Number, or Foreign Identification Number MUST NOT be included in the Petition for Deviation filed with the Court, pursuant to the Local Rules of Civil Procedure of the Eastern District of Pennsylvania, Rule 5.1.3.

**203. What is a Memorandum in Support and when is it due?**

A Memorandum in Support is the information served on the Claims Administrator by the Petitioner in support of the Petition for Deviation. The Petitioner must serve the Memorandum in Support on the Claims Administrator within 30 days after the date of the Petition. The Claims Administrator will serve the Respondent with the Memorandum in Support.

## 204. What information must be included in a Memorandum in Support?

If the Petitioner is a lawyer, his or her Memorandum in Support must include:

- (a) A copy of the lawyer's retainer agreement signed by the Settlement Class Member and any modifications to that agreement;
- (b) The extent of the deviation sought;
- (c) A chronology of the tasks performed by the lawyer, the date each task was performed, and the time spent on each task;
- (d) A list of costs with a brief explanation of the purpose of incurring these costs and the date the costs were incurred;
- (e) A statement of the total number of clients that he or she has represented in the Settlement Program;
- (f) Any exhibits; and
- (g) A statement signed by the Petitioner declaring under penalty of perjury pursuant to 28 U.S.C. § 1746 that the information submitted in the Memorandum in Support is true and accurate to the best of that Party's knowledge and that the Petitioner understands that false statements made in connection with this process may result in fines, sanctions, and/or any other remedy available by law.

If the Petitioner is a Settlement Class Member, his or her Memorandum in Support must include:

- (a) The retainer agreement with the lawyer, and any modifications to that agreement, if the Settlement Class Member has copies;
- (b) The extent of the deviation sought;
- (c) Any information the Settlement Class Member believes would be useful to the Magistrate Judge about the work performed by the lawyer and any details regarding the Settlement Class Member's interactions with the lawyer;
- (d) Any documents or exhibits the Settlement Class Member wants the Magistrate Judge to consider; and
- (e) A statement signed by the Petitioner declaring under penalty of perjury pursuant to 28 U.S.C. § 1746 that the information submitted in the Memorandum in Support is true and accurate to the best of that Party's knowledge and that the Petitioner understands that false statements made in connection with this process may result in fines, sanctions, and/or any other remedy available by law.

## **205. What is a Response Memorandum and when is it due?**

A Response Memorandum is the information served on the Claims Administrator by the Respondent. The Respondent must serve the Response Memorandum on the Claims Administrator within 30 days after the date the Claims Administrator serves the Memorandum in Support. The Claims Administrator will serve the Petitioner with the Response Memorandum.

## **206. What information must be included in a Response Memorandum?**

Any request for a hearing by the Respondent must be made in the Response Memorandum.

If the Respondent is a lawyer, his or her Response Memorandum must include:

- (a) A copy of the lawyer's retainer agreement signed by the Settlement Class Member, and any modifications to that agreement, if not provided by the Petitioner;
- (b) A chronology of the tasks performed by the lawyer, the date each task was performed, and the time spent on each task;
- (c) A list of costs with a brief explanation of the purpose of incurring these costs and the date the costs were incurred;
- (d) A statement of the total number of clients that he or she has represented in the Settlement Program;
- (e) Any exhibits; and
- (f) A statement signed by the Respondent declaring under penalty of perjury pursuant to 28 U.S.C. § 1746 that the information submitted in the Response Memorandum is true and accurate to the best of that Party's knowledge and that the Respondent understands that false statements made in connection with this process may result in fines, sanctions, and/or any other remedy available by law.

If the Respondent is an unrepresented Settlement Class Member, his or her Response Memorandum must include:

- (a) Any information regarding the retainer agreement with the lawyer, or any modifications to that agreement;
- (b) Any information the Settlement Class Member believes would be useful to the Magistrate Judge about the work performed by the lawyer and any details regarding the Settlement Class Member's interactions with the lawyer;
- (c) Any documents or exhibits the Settlement Class Member wants the Magistrate Judge to consider; and

- (d) A statement signed by the Settlement Class Member declaring under penalty of perjury pursuant to 28 U.S.C. § 1746 that the information submitted in the Response Memorandum is true and accurate to the best of the Settlement Class Member's knowledge and that the Settlement Class Member understands that false statements made in connection with this process may result in fines, sanctions, and/or any other remedy available by law.

**207. What is a Reply Memorandum and when is it due?**

A Reply Memorandum is the information served on the Claims Administrator by the Petitioner if he or she wants to respond to assertions in the Response Memorandum. The Petitioner must serve any Reply Memorandum on the Claims Administrator within 20 days after the date the Claims Administrator serves the Response Memorandum. The Claims Administrator will serve the Respondent with the Reply Memorandum or hearing request.

**208. What information may be included in a Reply Memorandum?**

A Petitioner's Reply Memorandum is limited to five pages in response to assertions in the Response Memorandum. The Reply Memorandum cannot raise new allegations. Any request for a hearing by the Petitioner must be made in the Reply Memorandum. If the Petitioner does not submit a Reply Memorandum but wishes to request a hearing, the hearing request must be made in writing to the Claims Administrator within 20 days after the date the Claims Administrator serves the Response Memorandum. The Reply Memorandum must include a statement signed by the Petitioner declaring under penalty of perjury pursuant to 28 U.S.C. § 1746 that the information submitted in the Reply Memorandum is true and accurate to the best of that Party's knowledge and that the Petitioner understands that false statements made in connection with this process may result in fines, sanctions, and/or any other remedy available by law.

**209. What if I miss the deadline to submit my Memorandum in Support, Response Memorandum, or Reply Memorandum?**

Extensions of deadlines are discouraged. If you believe an extension is necessary, you must submit a written request to the Claims Administrator showing good cause for the extension. The request should not be filed on the Court's docket. The Magistrate Judge may exercise discretion to extend or modify any submission deadline. Before you submit a request for an extension, you must confer with the opposing Party and disclose whether it objects to your request. The Magistrate Judge will issue a notice of any extension or modification of a submission deadline, and the Claims Administrator will serve the notice on the Parties.

**210. What information will the Magistrate Judge consider in making the Report and Recommendation or the final decision?**

The Magistrate Judge bases the Report and Recommendation or the final decision (if the Parties consent to jurisdiction) on the following information.

- (a) The Petition Record provided by the Claims Administrator which consists of:



- (1) A copy of the Notice of Monetary Award Claim Determination or Notice of Derivative Claimant Award Determination;
- (2) The Petition for Deviation;
- (3) The Memorandum in Support;
- (4) The Response Memorandum;
- (5) Any Reply Memorandum; and
- (6) Any additional evidence produced by either Party or the Claims Administrator in response to a request of the Magistrate Judge.

(b) Any testimony or documents properly presented during a hearing, if one is granted.

**211. If I am unrepresented in the Petition for Deviation proceedings, can I ask to have a lawyer appointed to represent me?**

The Magistrate Judge has the discretion to appoint counsel for any unrepresented Settlement Class Member. To request a lawyer, you must serve the Claims Administrator with a written request showing good cause for your need for representation. The Claims Administrator will present your request to the Magistrate Judge and let you know what he decides.

**212. Can I ask for a hearing on a Petition for Deviation from the fee cap?**

Yes. If you are the Petitioner and want a hearing, you must request one in your Reply Memorandum or by separate request if you do not submit a Reply Memorandum. If you are the Respondent and you want a hearing, you must request one in your Response Memorandum. The Magistrate Judge may order a hearing if he determines that such proceeding would help him resolve the Petition for Deviation. The Magistrate Judge will determine if the hearing will be in-person, by video conference, or by telephone conference. The Court's staff will make the necessary arrangements for video or telephone conference access if the Magistrate Judge orders such a hearing.

**213. How will I find out if the Magistrate Judge grants a hearing and when will the hearing be scheduled?**

The Claims Administrator will notify the Parties of the Magistrate Judge's decision. If the Magistrate Judge determines a hearing is necessary, the Claims Administrator will serve the Petitioner and the Respondent with a Hearing Schedule. The hearing will be scheduled promptly, but no sooner than 20 days after the date of the Hearing Schedule.

**214. What happens at a hearing?**

If the Magistrate Judge grants a hearing, the following procedure will apply.

- (a) Evidence: The evidence that the Magistrate Judge may consider is limited to the Petition Record and any testimony and documents properly presented during the hearing.
- (b) Testimony Under Oath or Affirmation: Hearing testimony must be submitted under oath or affirmation administered by the Magistrate Judge or by any duly qualified person. The Magistrate Judge will determine if such hearing will be in-person, by video conference, or by telephone. If you want to present live testimony of anyone other than the Settlement Class Member, you must submit a written request to the Claims Administrator no later than three days before the hearing that includes (1) the individual's name and relationship to you; (2) the nature and scope of the testimony to be provided; (3) the length of time the testimony will take; and (4) whether the essence of the testimony could be presented in any other manner.
- (c) Audio Recording of Hearing: The hearing proceedings will be audio-recorded. The recording will be made available to the Parties to listen to or to transcribe at their own expense.

**215. Do I have to participate in the hearing?**

Both Parties and their lawyers, if any, must participate in the hearing. If you do not participate in the hearing without prior approval from the Magistrate Judge, he will issue a Report and Recommendation or a final decision (if the Parties consent to jurisdiction) based on the Petition Record at the time of the hearing, together with any testimony and documents properly presented at the hearing.

**216. Do I have to be represented by a lawyer at the hearing? Can I have a non-lawyer advocate?**

You may be represented by a lawyer, but you are not required to be represented. If you do not have a lawyer for the hearing, with the Magistrate Judge's permission, you may be represented by a non-lawyer advocate.

**217. When will the Magistrate Judge issue a Report and Recommendation or a final decision?**

The Magistrate Judge will issue a Report and Recommendation or a final decision (if the Parties consent to jurisdiction) after consideration of the Petition Record and any evidence properly presented during a hearing, if one is granted. The Claims Administrator will provide both Parties with a copy of the Report and Recommendation or the final decision.

**218. Can I object to the Magistrate Judge's Report and Recommendation?**

Yes. The Parties have 14 days from the date the Claims Administrator serves the Report and Recommendation to file specific written objections with the District Judge, and 14 days from the date the Claims Administrator serves any objections to file a written response to the opposing Party's objections. The Claims Administrator will serve copies of the objections and any responses to the objections on the Parties.

**219. Who makes the final decision resolving the Petition for Deviation from the fee cap?**

If both Parties consent, the Magistrate Judge will enter a final decision. Otherwise, the District Judge will enter a final decision after consideration of the Report and Recommendation and any objections from the Parties. The Claims Administrator will provide the Parties with a copy of the final decision.

**220. Can the District Judge or the Magistrate Judge change the final decision?**

Yes, the District Judge or the Magistrate Judge can change the final decision, but only within seven days after the date of the final decision and only to modify or correct any mathematical error or an obvious material mistake in computing the amount to be paid to the lawyer.

**221. Can I appeal the final decision?**

Yes. Either Party may appeal the final decision.

**222. How will the withheld funds be paid after the final decision?**

After any timely appeals are resolved, the Claims Administrator will disburse the withheld funds in accordance with the final decision and the provisions of the Settlement Agreement and Court orders regarding settlement implementation.

## **X. Liens – Information for Settlement Class Members**

### **223. What is a Lien?**

A Lien is a legal right through which someone claims a legal obligation to withhold payment from a Monetary Award, Supplemental Monetary Award, or Derivative Claimant Award (“Award”). The person or entity claiming the Lien is called a lienholder.

### **224. What Liens will the Claims Administrator pay out of my Award?**

The Claims Administrator will pay the following kinds of Liens asserted by lienholders or identified by you in your Claim Package:

- (a) Medical Liens
- (b) Attorneys’ Liens
- (c) Other Liens

### **225. What is a Medical Lien?**

A Medical Lien is the most likely type of Lien to be claimed against a Monetary Award or Derivative Claimant Award involving a personal injury. Medical Liens are sometimes called “healthcare liens.” A Medical Lien occurs when a healthcare insurer/payor (such as Medicare, Medicaid, the Department of Veterans Affairs, and/or others) pays for medical items, services, and/or prescription drugs related to your Qualifying Diagnosis. If you are then eligible to receive a Monetary Award because of your Qualifying Diagnosis, the healthcare insurer/payor may be entitled to reimbursement (that is, be paid back) for its payments out of your Monetary Award. However, please be advised that this right applies only to medical expenses or services related to your Qualifying Diagnosis. For example, if you received a Monetary Award for Alzheimer’s Disease, medical expenses for treating your Alzheimer’s Disease may be subject to a Medical Lien, but medical expenses for a sprained ankle would not.

There are many different types of Medical Liens, including those asserted by Medicare A/B, Medicare C/D, Medicaid, TRICARE, VA, Indian Health Services and Private Healthcare Insurers for certain plans where, under the Settlement Agreement, there needs to be a legal obligation to withhold payment.

### **226. What is an Attorney’s Lien?**

An Attorney’s Lien is a Lien for an attorney’s fees and costs for work that the lawyer did representing you individually in the NFL concussion litigation and/or in the Settlement Program. Attorneys’ Liens do not include claims for fees and costs by attorneys for work they did to help create and carry out the Settlement Program.

**227. What are the kinds of Other Liens recognized in the Settlement Program?**

1.	Child Support Liens	Liens from a federal or state child support agency for unpaid child support
2.	Tax Liens	Liens from a federal, state, or local tax agency for unpaid taxes and penalties
3.	Judgment Liens	Liens for a debt based on a contract, business, loan, or any other debt enforced in a final judgment entered by a federal or state court

**228. Are there any debts that the Claims Administrator will not pay?**

The Claims Administrator will not pay:

- (a) Claims for debts owed by anyone other than the Settlement Class Member, including your lawyer.
- (b) Claims based on a Settlement Class Member’s assignment of rights to or proceeds of an Award to a third party pursuant to the Court’s December 8, 2017 Explanation and Order Regarding Assignment of Monetary Claims to Third Parties (click [here](#) to read the Court’s Explanation and Order). However, if the third party is willing to accept the amount it paid to you in full satisfaction of the debt, the Claims Administrator will withhold that amount from your Award and return it to the third party.

**229. Do Medical Liens have to be resolved out of my Award?**

Yes. The Claims Administrator is required to withhold some or all of your Award until the Medical Liens asserted against your Award have been resolved. The money withheld will be used to repay valid Liens and any amounts left over will be paid to you. To get that money, however, the Medical Liens against your Award have to be resolved first.

The Settlement Agreement authorizes the use of “holdbacks,” which provide two benefits:

- 1. More money can move while Liens get resolved.** By setting aside a portion of your Award for the purpose of settling Liens, the Claims Administrator can release the rest of the Award to you. Otherwise, the entire Award would need to be withheld from you until the Lien is resolved. If any portion of the holdback is not needed to repay the Lien, it goes to you.
- 2. Your health care benefits are protected.** Holdback amounts are carefully calculated to be as low as possible while setting aside enough money to resolve your Liens. The Lien Resolution Administrator calculates the amount to hold back based on several factors, including: (1) your Qualifying Diagnosis, (2) the type of Lien(s) being claimed, (3) the number of Liens and (4) the typical cost of treatment for someone with your diagnosis. You can rest assured that your Lien will be addressed.

Under the Settlement Agreement, a Medical Lien could be asserted against your Award by a governmental health plan, a Medicare Part C or Part D plan, or certain private health insurance plans where there is a legal obligation to withhold payment. Governmental health plans include Medicare Part A and Part B, Medicaid, the Veterans Administration, TRICARE, Indian Health Services and plans provided by other governmental agencies or the military.

The Lien Resolution Administrator will act on your behalf to resolve Liens asserted by governmental health plans or Medicare Part C or Part D plans.

There also may be private health insurers who seek reimbursement for expenses they have paid on your behalf. Under the Settlement Agreement, you can choose to resolve private health insurance plan claims where there is no legal obligation to withhold these payments either by doing so yourself (or, if you are represented, through your lawyer), or by hiring the Lien Resolution Administrator or another lien resolution company to resolve them for you.

### **230. What could happen if I do not resolve my Medical Liens?**

If Medical Liens are not properly resolved, your health plan could stop paying for your medical bills or stop providing you with other benefits. An insurer's right to place a Lien on your Award may be protected by law. This obligates you to work with the insurers to resolve any Liens claimed against your Award.

### 231. How do I know if there is a Lien against me?

The settlement administrators have the responsibility to identify and resolve certain Medical Liens and lienholders are on notice that they should tell the settlement administrators of any Liens against Settlement Class Members. The Settlement Program will issue a notice about certain kinds of Liens as they are relevant to you.

	Kind of Lien	Notice Type
1.	Medical Liens	The Lien Resolution Administrator will send you specific notices depending on the Lien type. These notices will identify the lienholder and what options are available to verify and resolve the Lien. Where the notice involves a private payor, it will also provide you with the option to hire the Lien Resolution Administrator to resolve the Lien or identify that you will resolve it yourself.
2.	Attorneys' Liens	The Claims Administrator will send you a Notice of Lien about each Lien asserted against your Award along with copies of the supporting documents from the lienholder after you submit a Claim Package. You will be asked to respond to the notice either to consent to or dispute the Lien. <u>Note for Attorneys</u> : If you are a Settlement Class Member's current lawyer and believe that Lien payments may interfere with recovery of your attorney's fees and costs, you must assert a Lien for attorney's fees and costs before the Claims Administrator begins the process to pay the affected Settlement Class Member.
3.	Other Liens	

Additionally, the attachment to your Award notice will list all Liens received as of the date of the notice where funds have been deducted or held back from your Award, the lienholder's name and the amount deducted or held back for the Lien. You will receive a notice including any additional amount deducted or held back from your Award for Liens asserted after the date of your Award notice.

A "Deduction for Finalized Lien" shows you the amount of money that the Claims Administrator will pay to the lienholder for a Lien that has been resolved. The amount the Claims Administrator has to deduct from your Award to pay an Attorney's Lien is based on the contract or agreement you sign with that lawyer and any orders of the Court that affect attorneys' fees and costs in this Settlement Program.

A "Holdback for Pending Lien" shows you the amount of money the Claims Administrator is holding back from your payment for a Lien that has not been resolved. After Liens with holdback amounts are resolved, the Claims Administrator will pay the lienholder the final Lien amount and pay any remaining funds that were held back to you. The amount the Claims Administrator has to deduct from your Award to pay an Attorney's Lien is based on the contract or agreement you sign with that lawyer and any orders of the Court that affect attorneys' fees and costs in this Settlement Program.

Keep in mind that a holdback amount for Medical Liens does not necessarily mean that a valid Lien exists. The Lien Resolution Administrator is responsible for verifying whether you are or were entitled to benefits under certain health insurance programs such as the Medicare Program and the Medicaid Program.

**232. What if I identify a Lien on my Claim Form?**

The Claims Administrator will ask you (or, if you are represented, your lawyer) to provide information and documentation about the Lien so it can contact the lienholder for updated information and treat it like any other Lien. If you do not provide the Claims Administrator with enough information to contact the lienholder or the lienholder does not provide the Claims Administrator with the information it needs, you are responsible for resolving the Lien.

**233. How do I respond to the notice of Lien from the Settlement Program?**

	Kind of Lien	How to Respond
1.	Medical Liens	Depending on the Lien type, the notices sent by the Lien Resolution Administrator will provide instructions on how to respond, including whether or not your response is required. Any responses can be sent to the Lien Resolution Administrator by e-mail or mail.
2.	Attorneys' Liens	The Notice of Lien requires that you tell the Claims Administrator whether you consent to or dispute the Lien by email, mail, overnight delivery, or fax. If you do not respond by the deadline listed at the top of the Notice of Lien, the Claims Administrator will treat it as a disputed Lien.
3.	Other Liens	

**234. I received a notice from my healthcare insurer saying that it may have a Lien against me. What should I do?**

If you have not previously provided the notice with your Claim Form, then you should provide that information, along with your Settlement Program ID, name and contact information by mail to:

NFL Concussion Settlement  
 Claims Administrator  
 P.O. Box 25369  
 Richmond, VA 23260

**235. Should I contact a lienholder to speed up the Medical Lien resolution process?**

No. The Lien Resolution Administrator is already working with lienholders in the most efficient manner possible. Contacting a lienholder regarding a Medical Lien may result in multiple recovery attempts, which can significantly delay processing time.



### **236. I have medical coverage through Medicare. What should I do?**

The Lien Resolution Administrator is already working directly with Medicare to resolve Medicare Part A and Part B Liens. When you qualify for an Award, the Lien Resolution Administrator determines if you are (or ever were) a Medicare beneficiary. If so, the Lien Resolution Administrator calculates a holdback amount and automatically resolves any Medicare Liens for you.

If the Lien Resolution Administrator needs anything from you to resolve a Medicare Lien, it will contact you. If you (or, if you are represented, your lawyer) receive any type of correspondence from Medicare regarding a Lien, forward it to the Claims Administrator as soon as possible. In the meantime, you do not need to do anything about Medicare.

### **237. What about Medicare Part C and Part D Liens?**

If you currently receive benefits through Medicare Part C or Part D\* or have received such benefits in the past, you must identify the Part C or Part D Program Sponsor on your Claim Form. The Lien Resolution Administrator will use this information to resolve any Liens that may be claimed by the Part C or Part D Program Sponsor in connection with your Award.

If you receive notice of a potential Lien from a Medicare Part C or Part D Program Sponsor, forward it to the Claims Administrator as soon as possible. The notice will help the Lien Resolution Administrator address your Lien.

*Reminder: Medicare Part C Program Sponsors (also known as “Medicare Advantage Plans”) are private health insurers that contract with Medicare to provide the same services as traditional Medicare Parts A and B. Medicare Part D Program Sponsors are private health insurers that contract with Medicare to provide supplemental prescription drug coverage.*

### **238. I have medical coverage through Medicaid. What should I do?**

The Lien Resolution Administrator has reached agreements with most state Medicaid\* agencies to resolve Medicaid Liens. This is a multi-step process. First, the Lien Resolution Administrator verifies whether you are or were a Medicaid beneficiary in the state(s) of residency listed on your Claim Form. Then the Lien Resolution Administrator determines if Medicaid has paid for any treatments related to your Qualifying Diagnosis. Next, the Lien Resolution Administrator reviews Medicaid’s expenses to make sure they apply only to those treatments and nothing else. When the Lien Resolution Administrator determines the final Lien amount, it is paid to the agency from your holdback.

You must identify all your states of residence on your Claim Form. If the Lien Resolution Administrator needs anything else from you to resolve a Medicaid Lien, it will contact you.

*Reminder: Medicaid provides medical coverage for individuals and families with limited resources. Each state and territory has its own Medicaid Program and each one is different. If*

*you have lived in more than one state, it is possible that you have received benefits from more than one Medicaid agency. If so, each state's agency must be contacted to determine if you are or have been a Medicaid beneficiary in that state.*

**239. I (or my spouse) served in the military, so I have medical coverage through TRICARE or the Department of Veterans Affairs. What should I do?**

If you have or had medical coverage through either TRICARE or the Department of Veterans Affairs\* (“VA”), and if the agency paid for or provided treatment related to your Qualifying Diagnosis, then the agency may have a right to be reimbursed for the payments it made.

You must include all TRICARE or VA coverage information on your Claim Form. The Lien Resolution Administrator will use this information to resolve any Lien that may be claimed by TRICARE or the VA in connection with your Award. If the Lien Resolution Administrator needs anything else from you to resolve a military Lien, it will contact you.

*Reminder: TRICARE and the VA are governmental benefit programs that provide medical coverage or treatment for eligible members of the military and their families.*

**240. I have medical coverage through the Department of Indian Health Services. What should I do?**

If you have or had medical coverage through Indian Health Services\* (“IHS”), and if IHS paid for treatment related to your Qualifying Diagnosis, then the agency may have a right to be reimbursed for the payments it made.

You must include all IHS coverage on your Claim Form. The Lien Resolution Administrator will use this information to resolve any Lien that may be claimed by IHS in connection with your Award. If the Lien Resolution Administrator needs anything else from you to resolve an IHS Lien, it will contact you.

*Reminder: IHS is a federal agency that provides medical services for American Indians and Alaska Natives.*

**241. What agreements and with which agencies has the Lien Resolution Administrator been able to secure on behalf of Settlement Class Members?**

The Lien Resolution Administrator has contacted Medicare to address Medicare A / B reimbursement claims and has: (a) secured a global agreement for Monetary Awards for Level 1.5 Neurocognitive Impairment and Level 2 Neurocognitive Impairment; and (b) secured a “no interest” statement from Medicare for those Settlement Class Members whose last Eligible Season ended before December 5, 1980, and who are scheduled to receive Monetary Awards. These agreements result in a fixed, predictable and streamlined payment process that covers past and future injury-related medical care. The Lien Resolution Administrator will handle all other

Qualifying Diagnoses that trigger Medicare reimbursement obligations through Medicare’s traditional claims process.

Also, the Lien Resolution Administrator has reached agreement with more than 45 of 52 Medicaid agencies, which apply offsets and caps to the audited Medicaid lien amounts, resulting in significant savings to Settlement Class Members.

**242. I have a private medical insurance plan. Can they claim a Lien on my Award?**

Private insurance plans do not usually carry an obligation to withhold payment of settlement funds, like Awards. However, most private insurance\* plan documents (such as a contract or a plan booklet) contain provisions that require you to notify the insurer of any illness or injury that can be attributed to a third party. When this happens, and if you receive compensation from the third party, then the insurer may demand repayment from that compensation. If you fail to comply with these provisions in your insurance plan, the company can take action against you later or deny future benefits.

You can include private insurance coverage on your Claim Form. If you do so, the Lien Resolution Administrator will send you information explaining your options for resolving the potential Lien.

*Reminder: Private health insurance coverage is offered through private, non-governmental entities. Private insurance policies are commonly referred to as insurance “plans.” Examples of private healthcare insurance include coverage provided by your (or a family member’s) employer or that you purchased from an insurance company. Private insurance plans often refer to the policy holder as a “subscriber” or “plan member.”*

**243. What happens if I dispute a Lien?**

	Kind of Lien	How to Dispute
1.	Medical Liens	The Lien Resolution Administrator will send you a notice when it determines the final repayment amount needed to satisfy Medical Liens against your Award. The notice will include instructions about how to resolve the dispute.
2.	Attorneys’ Liens	The Claims Administrator will send you a Notice of Duty to Resolve Lien Dispute with instructions about how to resolve the dispute. The notice will explain that the Claims Administrator will withhold enough money to pay the Lien, to the extent funds are available, until the dispute is resolved. If you cannot reach an agreement, the Claims Administrator will refer the dispute to the Magistrate Judge for resolution pursuant to a dispute resolution process approved by the Court on March 6, 2018, and amended on October 3, 2018. Click <a href="#">here</a> for FAQs on the Attorneys’ Liens dispute resolution process.

	Kind of Lien	How to Dispute
3.	Other Liens	The Claims Administrator will send you a Notice of Duty to Resolve Lien Dispute with instructions about how to resolve the dispute. You are responsible for contacting the lienholder directly to resolve the dispute. The notice will explain that the Claims Administrator will withhold enough money to pay the Lien, to the extent funds are available, until the dispute is resolved.

**244. What is a Dispute over an Attorney’s Lien?**

A Dispute over an Attorney’s Lien is any disagreement between you and an attorney lienholder(s) over the reasonableness and amount of the fees and/or costs sought by the attorney lienholder(s). The resolution of the Dispute will also take into account any other matter relating to attorney’s fees and costs the Court determines are necessary to ensure that your rights and the attorney lienholder’s rights are protected, including the extent of any other attorney’s fees and costs to be paid out of your Award.

**245. Where can I get a copy of the Rules that apply to the Attorneys’ Liens dispute resolution process?**

The Court entered an October 3, 2018 Order adopting the Amended Rules Governing Attorneys’ Liens (as originally adopted on March 6, 2018), which you can find on the official website at [www.NFLConcussionSettlement.com](http://www.NFLConcussionSettlement.com) under the Governing Documents menu option, Governing Rules. Click [here](#) to view the Rules Governing Attorneys’ Liens.

**246. How does a Dispute over an Attorney’s Lien get into the Attorneys’ Liens dispute resolution process?**

If you fail to consent to or dispute an Attorney’s Lien, the Claims Administrator refers the Dispute to the Honorable David Strawbridge, U.S.M.J., or another United States Magistrate Judge for the Eastern District of Pennsylvania, pursuant to the Court’s April 4, 2017 Order.

**247. Who are the Parties in an Attorney’s Lien Dispute?**

The Parties to an Attorney’s Lien Dispute are your lawyer or you, if you are unrepresented, and any attorney lienholder(s). The Claims Administrator is not a Party to the Dispute.

**248. Who resolves an Attorney’s Lien Dispute?**

The Parties may consent to have the Magistrate Judge enter a final decision as to the resolution of the Dispute. If consent is not given by both Parties, the Magistrate Judge will prepare a Report and Recommendation based on the information in the Dispute Record and any testimony and documents properly presented at a hearing, if one is granted. The District Judge will enter a final decision based on the Report and Recommendation from the Magistrate Judge and any objections from the Parties. If both Parties consent, the Magistrate Judge’s decision will be the final decision of the United States District Court of the Eastern District of Pennsylvania.

The Claims Administrator will disburse the withheld funds in accordance with the final decision, the provisions of the Settlement Agreement and any Court orders regarding settlement implementation.

**249. Do I have to try to reach an agreement with the attorney who asserted a Lien against my Award?**

Yes. Your lawyer or you, if you are unrepresented, must make reasonable efforts to resolve the Dispute by agreement before and during the dispute resolution process. The Parties also must provide a summary of the attempts to reach an agreement with the opposing Party in the dispute submissions.

**250. How do I serve document submissions in the Attorneys' Liens dispute resolution process?**

All dispute resolution documents must be served on the Claims Administrator by one of the following methods:

- (a) Email to ClaimsAdministrator@NFLConcussionSettlement.com, by a secured and encrypted method and include "ATTN: NFL Liens" in the subject line;
- (b) Facsimile to (804) 521-7299, ATTN: NFL Liens;
- (c) Mail to NFL Concussion Settlement, Claims Administrator, P.O. Box 25369, Richmond, VA 23260, ATTN: NFL Liens; or
- (d) Delivery by overnight carrier to NFL Concussion Settlement, c/o BrownGreer PLC, 250 Rocketts Way, Richmond, VA 23231, ATTN: NFL Liens.

**251. What do I need to submit in the Attorneys' Liens dispute resolution process?**

You will need to submit a Statement of Dispute and a Response Memorandum as discussed below. The Claims Administrator will send you a Schedule of Document Submissions setting deadlines for the submissions.

**252. What is a Statement of Dispute and when is it due?**

A Statement of Dispute is the written information about the Dispute submitted by each Party. Each Party must submit a Statement of Dispute within 30 days after the date of the Schedule of Document Submissions. The Claims Administrator will serve each Party's Statement of Dispute on the opposing Party.

**253. What information must be included in my Statement of Dispute?**

If you are represented, your current lawyer must serve the Claims Administrator with a Statement of Dispute that includes:

- (a) A statement of all issues in dispute;

- (b) A chronology of the tasks performed by the attorney, the date each task was performed and the time spent on each task;
- (c) A list of costs with a brief explanation of the purpose of incurring these costs and the date the costs were incurred;
- (d) The relief sought;
- (e) A summary of the attempts to reach an agreement with the opposing Party;
- (f) Any exhibits;
- (g) A copy of his or her retainer agreement signed by the Settlement Class Member;
- (h) Any modifications to that agreement;
- (i) A signed copy of the Statement of Fees and Costs; and
- (j) A statement signed by you or your lawyer declaring under penalty of perjury pursuant to 28 U.S.C. § 1746 that the information submitted in the Statement of Dispute is true and accurate to the best of your knowledge and that you understand that false statements made in connection with this process may result in fines, sanctions, and/or any other remedy available by law.

If you are not represented, you must submit to the Claims Administrator a Statement of Dispute that:

- (a) Explains your best understanding of the issues;
- (b) Provides a summary of the attempts to reach an agreement with the attorney lienholder;
- (c) Includes any information that you believe would be useful to the Magistrate Judge about the work performed by the attorney lienholder, any suggested resolution, and any documents or exhibits you want the Magistrate Judge to consider; and
- (d) Includes a statement signed by you declaring under penalty of perjury that the information submitted in the Statement of Dispute is true and accurate to the best of your knowledge and that you understand that false statements may result in fines, sanctions, and/or any other remedy available by law.

#### **254. What is a Response Memorandum and when is it due?**

A Response Memorandum is each Party's written submission responding to the opposing Party's Statement of Dispute. Each Party may submit a Response Memorandum within 15 days after the date the Claims Administrator serves the Statements of Dispute on the Parties. The Claims Administrator will serve each Party's Response Memorandum on the opposing Party.

Each Response Memorandum must contain a statement signed by you or your attorney pursuant to 28 U.S.C. § 1746 declaring under penalty of perjury that the information submitted in the Response Memorandum is true and accurate to the best of your knowledge and that you understand that false statements made in connection with this process may result in fines, sanctions, and/or any other remedy available by law.

If the opposing Party fails to submit a Statement of Dispute, you may not file a Response Memorandum unless the Magistrate Judge requests it.

**255. What if I miss the deadline to submit my Statement of Dispute or Response Memorandum?**

Extensions of deadlines are discouraged. If you believe an extension is necessary, you must submit a written request to the Claims Administrator showing good cause for the extension. The request should not be filed on the Court's docket. The Magistrate Judge may exercise discretion to extend or modify any submission deadline. Before you submit a request for an extension, you must confer with the attorney lienholder and disclose whether the attorney lienholder opposes your request. The Magistrate Judge will issue a notice of any extension or modification of a submission deadline, and the Claims Administrator will serve the notice on the Parties.

**256. What information will the Magistrate Judge consider in making the Report and Recommendation or the final decision?**

The Magistrate Judge bases the Report and Recommendation or the final decision (if the Parties consent to jurisdiction) on the Dispute Record provided by the Claims Administrator which consists of:

- (a) A copy of your Notice of Monetary Award Claim Determination or Notice of Derivative Claimant Award Determination;
- (b) The Notice of Lien that you received with the attachments;
- (c) Your response, if any, to the Notice of Lien that you dispute the Lien;
- (d) The Statements of Dispute from you and the attorney lienholder;
- (e) The Response Memoranda from you and the attorney lienholder; and
- (f) Any additional evidence produced by either Party or the Claims Administrator in response to a request of the Magistrate Judge.

If a hearing is granted, the Magistrate Judge also will consider any testimony and documents properly presented during the hearing.

**257. If I am unrepresented, can I ask to have a lawyer appointed to represent me in the Attorney's Lien Dispute?**

The Magistrate Judge has the discretion to appoint counsel for any unrepresented Settlement Class Member. To request a lawyer, you must serve the Claims Administrator with a written request showing good cause for your need for representation. The Claims Administrator will present your request to the Magistrate Judge and let you know what he decides.

**258. Can I ask for a hearing on the Attorney's Lien Dispute?**

Yes. If you want a hearing, you must request one in your Response Memorandum. The Magistrate Judge may order a hearing if he determines that such proceeding would help him resolve the Dispute. If the opposing Party does not submit a Statement of Dispute, you may serve a written request for a hearing within 15 days from the date the Claims Administrator serves the opposing Party with your Statement of Dispute. The Magistrate Judge will determine if the hearing will be in-person, by video conference, or by telephone conference. The Court's staff will make the necessary arrangements for video or telephone conference access if the Magistrate Judge orders such a hearing.

**259. How will I find out if the Magistrate Judge grants a hearing on the Attorney's Lien Dispute and when will the hearing be scheduled?**

The Claims Administrator will notify you of the Magistrate Judge's decision. If the Magistrate Judge determines a hearing is necessary, the Claims Administrator will serve you and the attorney lienholder with a Hearing Schedule. The hearing will be scheduled promptly, but no sooner than 20 days after the date of the Hearing Schedule.

**260. What happens at a hearing on an Attorney's Lien Dispute?**

If the Magistrate Judge grants a hearing, the following procedure will apply.

- (a) Evidence: The evidence that the Magistrate Judge may consider is limited to the Dispute Record and any testimony and documents properly presented during the hearing.
- (b) Testimony Under Oath or Affirmation: Hearing testimony must be submitted under oath or affirmation administered by the Magistrate Judge or by any duly qualified person. If you want to present live testimony of anyone other than the Settlement Class Member, you must submit a written request to the Claims Administrator no later than three days before the hearing that includes (1) the individual's name and relationship to you; (2) the nature and scope of the testimony to be provided; (3) the length of time the testimony will take; and (4) whether the essence of the testimony could be presented in any other manner.
- (c) Audio Recording of Hearing: The hearing proceedings will be audio-recorded. The recording will be made available to the Parties to listen to or to transcribe at their own expense.



**261. Do I have to participate in the hearing on the Attorney’s Lien Dispute?**

You and your lawyer, if you are represented, must participate in the hearing. If you do not participate in the hearing without prior approval from the Magistrate Judge, he will issue a Report and Recommendation or a final decision (if the Parties consent to jurisdiction) based on the Dispute Record at the time of the hearing, together with any testimony and documents properly presented at the hearing.

**262. Do I have to be represented by a lawyer at the hearing on the Attorney’s Lien Dispute? Can I have a non-lawyer advocate?**

You may be represented by a lawyer, but you are not required to be represented. If you do not have a lawyer for the hearing, with the Magistrate Judge’s permission, you may be represented by a non-attorney advocate.

**263. Can I withdraw a Dispute from the Attorneys’ Liens dispute resolution process?**

Yes. If you or your lawyer, if you are represented, reach an agreement with the attorney lienholder at any time before the Report and Recommendation or the Magistrate Judge’s final decision (if the Parties consent to jurisdiction) is issued and the Court approves the agreement, you may withdraw the Dispute from this process.

**264. How do I withdraw a Dispute from the Attorneys’ Liens dispute resolution process?**

Each Party must serve a signed Withdrawal of Attorney’s Lien Dispute (“Withdrawal”) with the terms of the agreement required by the Court on the Claims Administrator, and the dispute process will be stayed. The Court must approve the Withdrawal.

**265. What information will the Magistrate Judge consider in making the Report and Recommendation or the final decision on the Withdrawals?**

The Magistrate Judge bases the Report and Recommendation or the final decision (if the Parties consent to jurisdiction) on the Withdrawal Record provided by the Claims Administrator which consists of:

- (a) A copy of the Notice of Monetary Award Claim Determination or Notice of Derivative Claimant Award Determination;
- (b) The Notice of Lien to the Settlement Class Member with the attachments (a copy of the Attorney Lienholder’s retainer agreement signed by the Settlement Class Member, a copy of the notice of Attorney’s Lien filed in the Court, and the amount of any costs provided by the Attorney Lienholder);
- (c) The Settlement Class Member’s response, if any, to the Notice of Lien that he or she disputes the Lien;

- (d) If the Settlement Class Member is represented, a copy of the current attorney's retainer agreement signed by the Settlement Class Member and a signed copy of the Statement of Fees and Costs as provided in Rule 17(b); and
- (e) The signed Withdrawals of Attorney's Lien Dispute.

If the Court approves the Withdrawal, the Claims Administrator will pay the withheld portion of the Award to you or your lawyer, and any attorney lienholder(s) as agreed to and stated in the Withdrawal.

**266. When will the Magistrate Judge issue a Report and Recommendation or a final decision?**

The Magistrate Judge will issue a Report and Recommendation or a final decision (if the Parties consent to jurisdiction) after consideration of the Dispute or Withdrawal Record and any evidence properly submitted during a hearing, if one is granted. The Claims Administrator will provide you with a copy of the Report and Recommendation or the final decision.

**267. Can I object to the Magistrate Judge's Report and Recommendation?**

Yes. You have 14 days from the date the Claims Administrator serves the Report and Recommendation to file specific written objections with the District Judge. You have 14 days from the date the Claims Administrator serves any objections to file a written response to the opposing Party's objections. The Claims Administrator will serve copies of the objections and any responses to the objections on the Parties.

**268. Who makes the final decision resolving an Attorney's Lien Dispute?**

If both Parties consent, the Magistrate Judge will enter a final decision resolving the Dispute. If the Parties do not consent, the District Judge will enter a final decision after consideration of the Report and Recommendation and any objections from the Parties. The Claims Administrator will provide you with a copy of the final decision.

**269. Can the District Judge or the Magistrate Judge change the final decision on an Attorney's Lien Dispute?**

Yes, the District Judge or the Magistrate Judge can change the final decision, but only within seven days after the date of the final decision and only to modify or correct any mathematical error or an obvious material mistake in computing the amount to be paid to you, your attorney, and/or the attorney lienholder.

**270. Can I appeal the final decision on an Attorney's Lien Dispute?**

Yes. Any Party may appeal the final decision.

**271. How will the withheld funds be paid after the final decision on an Attorney’s Lien Dispute?**

After any timely appeals are resolved, the Claims Administrator will disburse the withheld funds in accordance with the final decision and the provisions of the Settlement Agreement and Court orders regarding settlement implementation.

**272. How and when is a Lien paid?**

	Kind of Lien	Lien Payment
1.	Medical Liens	<p>If you consent to the final Lien amount, or the Lien cannot be disputed*, the Lien Resolution Administrator will pay the final Lien amount to the lienholder out of your Award.</p> <p>If you dispute the final Lien amount, payment will not be requested by the Lien Resolution Administrator until the dispute is resolved either by the Lien Resolution Administrator or by you (or, if you are represented, your lawyer) if you chose to resolve the Medical Lien yourself.</p> <p>*Note: Medicare A/B Liens against Level 1.5 Neurocognitive Impairment and Level 2 Neurocognitive Impairment Monetary Awards (both of which are subject to a pre-negotiated global repayment amount) cannot be disputed.</p>
2.	Attorneys’ Liens	<p>If you consent to the Lien, the Claims Administrator will deduct the Lien amount from your Award. The amount the Claims Administrator has to deduct from your Award to pay an Attorney’s Lien is based on the contract or agreement you sign with that lawyer and any orders of the Court that affect attorneys’ fees and costs in this Settlement Program.</p> <p>If you dispute the Lien, the Claims Administrator will hold the Lien amount until one of the following things happens:</p> <ol style="list-style-type: none"> <li>(1) The Court approves Withdrawal of Attorney’s Lien Dispute forms signed by both the Settlement Class Member and the Attorney Lienholder specifying the distribution of the withheld funds; or</li> <li>(2) The Court overseeing the Settlement Program enters a final decision determining the amount, if any, to be paid to the Attorney Lienholder.</li> </ol>

	Kind of Lien	Lien Payment
3.	Other Liens	<p>If you consent to the Lien, the Claims Administrator will deduct the Lien amount from your Award and will pay the Lien amount to the lienholder.</p> <p>If you dispute the Lien, the Claims Administrator will hold the Lien amount until one of the following things happens:</p> <ol style="list-style-type: none"> <li>(1) The lienholder tells the Claims Administrator that you no longer owe the money;</li> <li>(2) You and the lienholder send the Claims Administrator a signed, written agreement telling the Claims Administrator how to pay the withheld money; or</li> <li>(3) The Claims Administrator receives a copy of a final decision from the applicable federal or state agency or court determining the current amount of the Lien to be paid.</li> </ol>

**273. What happens if more than one Lien exists against a single Monetary Award or Derivative Claimant Award and there is not enough money to pay all of the Liens in full?**

If the Award amount is not enough to pay all Liens in full, Liens will be paid in this order until the Award amount is used up, unless in a particular claim a different resolution method is agreed upon:

1. Medicare Program (Parts A / B) and Medicare Part C and Part D Program Sponsors;
2. Other Governmental Payor Liens, such as the Department of Veterans Affairs (“VA”) TRICARE and Indian Health Services (“IHS”);
3. Medicaid;
4. Self-funded ERISA plans; and
5. Attorneys’ Liens; and then
6. Other Liens and private healthcare insurer Liens according to a “first in time, first in right” policy in the date order in which the debt was perfected with, or recognized by, the applicable court or agency.

**274. Will I be notified when the Claims Administrator pays a Lien?**

	Kind of Lien	Notice
1.	Medical Liens	The Lien Resolution Administrator will issue a payment report to the Claims Administrator.
2.	Attorneys’ Liens	The Claims Administrator will issue a Notice of Lien Payment to you. The notice will include the date of the Lien payment, the lienholder and the amount of the payment.
3.	Other Liens	

**275. Whom do I contact with questions about Liens?**

	<b>Kind of Lien</b>	<b>Whom do I contact?</b>
1.	Medical Liens	Contact the Lien Resolution Administrator by calling 1-855-887-3485 or e-mailing <a href="mailto:NFLLiens@epiqglobal.com">NFLLiens@epiqglobal.com</a> .
2.	Attorneys' Liens and Other Liens	Contact the Claims Administrator by calling 1-855-887-3485 or e-mailing <a href="mailto:ClaimsAdministrator@NFLConcussionSettlement.com">ClaimsAdministrator@NFLConcussionSettlement.com</a> .

## **XI. Liens – Information for Lienholders**

### **276. How does a lienholder notify the Settlement Program of a Medical Lien?**

To provide notice of a valid Medical Lien, a lienholder must notify the Claims Administrator or the Lien Resolution Administrator by:

- (a) Email to ClaimsAdministrator@NFLConcussionSettlement.com, using a secure and encrypted method, and include “ATTN: NFL Liens” in the subject line;
- (b) Mail to NFL Concussion Settlement, Claims Administrator, P.O. Box 25369, Richmond, VA 23260, ATTN: NFL Liens;
- (c) Delivery by overnight carrier to NFL Concussion Settlement, c/o BrownGreer PLC, 250 Rocketts Way, Richmond, VA 23231, ATTN: NFL Liens; or
- (d) Fax to (804) 521-7299, ATTN: NFL Liens.

### **277. How does a lienholder notify the Settlement Program of an Attorney’s Lien or an Other Lien?**

To provide notice of a valid Attorney’s Lien, Child Support Lien, Tax Lien, or Judgment Lien, a lienholder must notify the Claims Administrator by:

- (a) Email to ClaimsAdministrator@NFLConcussionSettlement.com, using a secure and encrypted method, and include “ATTN: NFL Liens” in the subject line;
- (b) Mail to NFL Concussion Settlement, Claims Administrator, P.O. Box 25369, Richmond, VA 23260, ATTN: NFL Liens;
- (c) Delivery by overnight carrier to NFL Concussion Settlement, c/o BrownGreer PLC, 250 Rocketts Way, Richmond, VA 23231, ATTN: NFL Liens; or
- (d) Fax to (804) 521-7299, ATTN: NFL Liens.

A lawyer also can provide notice by filing a Notice of Attorney’s Lien with the United States District Court for the Eastern District of Pennsylvania, Case No.: 2:12-md-02323-AB. Attorneys’ Liens filed with any other court or served by any other method are not binding on the Claims Administrator.

Child support agencies can provide a mass Income Withholding Order to the Claims Administrator, accompanied by a data file with the name and tax identification number of the persons who owe child support debts in the respective state to provide notice of Child Support Liens.

If you are the Settlement Class Member’s current lawyer and believe that Lien payments may interfere with recovery of your attorney’s fees and costs, you must assert a Lien for attorney’s

fees and costs before the Claims Administrator begins the process to pay the affected Settlement Class Member.

**278. What information must a government health insurer provide to assert a Medical Lien?**

The Lien Resolution Administrator sends information about Settlement Class Members to governmental health insurers to identify governmental Medical Liens as required by the Settlement Agreement. If you are a governmental health insurer and have questions about this process, please contact the Lien Resolution Administrator by calling 1-855-887-3485 or emailing NFLLiens@epiqglobal.com.

**279. What information is required from a private healthcare insurer to assert an alleged Lien?**

A private healthcare insurer must submit the following information to the Claims Administrator or Lien Resolution Administrator:

- (a) Information to identify the Retired NFL Football Player or Derivative Claimant who is alleged to owe the Lien (such as Settlement Class Member's full name, Social Security Number, or Settlement Program ID);
- (b) Health plan name;
- (c) Health plan type; and
- (d) Complete list of claims and payments comprising the alleged Lien.

The next step in the process will depend on the nature of the repayment obligation, if any, under the plan documents.

**280. What information is required to assert an Attorney's Lien?**

A lienholder must submit the following information to the Claims Administrator:

- (a) Information to identify the Retired NFL Football Player or Derivative Claimant who is alleged to owe the debt (such as the Settlement Class Member's full name, date of birth, Social Security Number, Taxpayer Identification Number, Foreign Identification Number, or Settlement Program ID);
- (b) The amount of the debt;
- (c) A Notice of Attorney's Lien filed in the United States District Court for the Eastern District of Pennsylvania, MDL 2323. Personal information such as a Social Security Number, Taxpayer Identification Number, or Foreign Identification Number MUST NOT be included in the Notice of Attorney's Lien filed with the Court, pursuant to the Local Rules of Civil Procedure for the Eastern District of Pennsylvania, Rule 5.1.3;
- (d) A copy of the lawyer's retainer agreement signed by the Settlement Class Member; and

- (e) The dollar amount of the lawyer's costs if the lawyer is seeking reimbursement of costs in addition to fees.

The Claims Administrator will review the information and send the lienholder an email or a letter to acknowledge receipt of the assertion, confirm the lienholder's contact information and inform the lienholder if it needs further information or documentation about the Lien.

To honor the Lien, the Claims Administrator must receive complete claimant-identifying information and documentary proof before it begins the process to pay the affected Settlement Class Member.

## **281. What information is required to assert an Other Lien?**

A lienholder must submit the following information to the Claims Administrator:

- (a) Information to identify the Retired NFL Football Player or Derivative Claimant who is alleged to owe the debt (such as the Settlement Class Member's full name, date of birth, Social Security Number, Taxpayer Identification Number, Foreign Identification Number, or Settlement Program ID);
- (b) The amount of the debt; and
- (c) Documents establishing that there is a legal obligation to withhold payment of all or part of a Monetary Award, Supplemental Monetary Award, or Derivative Claimant Award to a Settlement Class Member under applicable federal or state law. The required documents vary depending on the type of Lien:
  - (1) Child Support Liens: An individual Income Withholding Order, a Notice of Income Assignment, or a substantially similar document from the appropriate federal or state child support agency or court establishing the current child support debt.
  - (2) Tax Liens: A Notice of Levy, a Notice of Freeze, or a substantially similar document from the federal, state, or local tax agency establishing the current amount of the tax debt.
  - (3) Judgment Liens: A copy of a file-stamped final judgment establishing the debt under applicable federal or state law.

The Claims Administrator will review the information and send the lienholder an email or a letter to acknowledge receipt of the assertion, confirm the lienholder's contact information and inform the lienholder if it needs further information or documentation about the Lien.

To honor the Lien, the Claims Administrator must receive complete claimant-identifying information and documentary proof before it begins the process to pay the affected Settlement Class Member.



**282. What happens after I submit the required information and documents for a valid Lien?**

The Claims Administrator will place a hold on an appropriate portion of any payment(s) that may be made to the affected Settlement Class Member.

**283. What happens if a Settlement Class Member disputes a Medical Lien?**

Depending on the Lien type, the Settlement Class Member (or, if represented, his or her lawyer) may have the option to challenge the proposed Medical Lien amount and seek to reduce it. If the Settlement Class Member disputes a Medical Lien, the Lien Resolution Administrator will attempt to resolve the Lien with the lienholder.

In addition, the Lien Resolution Administrator will instruct the Claims Administrator to withhold an amount sufficient to satisfy the Medical Lien, to the extent funds are available, until the Claims Administrator receives either (1) confirmation of Lien resolution from the Lien Resolution Administrator or (2) similar documentation from the lienholder.

If the Lien Resolution Administrator is not able to resolve the dispute with the lienholder, it may seek additional assistance from the Court.

**284. What happens if a Settlement Class Member disputes an Attorney's Lien?**

If the Settlement Class Member disputes or fails to consent to an Attorney's Lien, the Claims Administrator refers the dispute to the Magistrate Judge for resolution pursuant to a dispute resolution process approved by the Court on March 6, 2018, and amended on October 3, 2018. Click [here](#) for FAQs on the Attorneys' Liens dispute resolution process.

The Claims Administrator withholds an amount sufficient to satisfy the Attorney's Lien, to the extent funds are available, until receiving either: (1) Court approval of Withdrawal of Attorney's Lien Dispute forms signed by both the Settlement Class Member and the Attorney Lienholder specifying the distribution of the withheld funds; or (2) a copy of a final decision from the Court determining the amount, if any, to be paid to the Attorney Lienholder. The amount the Claims Administrator has to deduct from an Award to pay your Lien is based on your contingency fee contract with the Settlement Class Member and any orders of the Court that affect attorneys' fees and costs in this Settlement Program.

**285. What happens if a Settlement Class Member disputes an Other Lien?**

If the Settlement Class Member disputes or fails to consent to a Child Support Lien, Tax Lien, or Judgment Lien, the Claims Administrator withholds an amount sufficient to satisfy the Other Lien, to the extent funds are available, until receiving either: (1) notice of satisfaction and discharge of the Lien from the lienholder; (2) a written agreement signed by both parties specifying the distribution of the withheld funds; or (3) a copy of a final decision from the applicable federal or state agency or court determining the amount, if any, to be paid to the lienholder.

**286. What is a Dispute over an Attorney’s Lien?**

A Dispute over an Attorney’s Lien is any disagreement between the current attorney on behalf of the represented Settlement Class Member or an unrepresented Settlement Class Member on his or her own behalf, and any attorney lienholder(s) over the reasonableness and amount of the fees and/or costs sought by the attorney lienholder(s). The resolution of the Dispute will also take into account any other matter relating to attorney’s fees and costs the Court determines are necessary to ensure that the Settlement Class Member’s and the attorney lienholder’s rights are protected, including the extent of any other attorney’s fees and costs to be paid out of the Award.

**287. Where can I get a copy of the Rules that apply to the Attorneys’ Liens dispute resolution process?**

The Court entered an October 3, 2018 Order adopting the Amended Rules Governing Attorneys’ Liens (as originally adopted on March 6, 2018), which you can find on the official website at [www.NFLConcussionSettlement.com](http://www.NFLConcussionSettlement.com) under the Governing Documents menu option, Governing Rules. Click [here](#) to view the Rules Governing Attorneys’ Liens.

**288. How does a Dispute over an Attorney’s Lien get into the Attorneys’ Liens dispute resolution process?**

If a Settlement Class Member disputes or fails to consent to an Attorney’s Lien, the Claims Administrator refers the Dispute to the Honorable David Strawbridge, U.S.M.J., or another United States Magistrate Judge for the Eastern District of Pennsylvania, pursuant to the Court’s April 4, 2017 Order.

**289. Who are the Parties in an Attorney’s Lien Dispute?**

The Parties to an Attorneys’ Lien Dispute are the current attorney on behalf of the represented Settlement Class Member or an unrepresented Settlement Class Member on his or her own behalf, and any attorney lienholder(s). The Claims Administrator is not a Party to the Dispute.

**290. Who resolves an Attorney’s Lien Dispute?**

The Parties may consent to have the Magistrate Judge enter a final decision as to the resolution of the Dispute pursuant to 28 U.S.C. § 636(c). If consent is not given by both Parties, the Magistrate Judge will prepare a Report and Recommendation based on the information in the Dispute Record and any testimony and documents properly presented at a hearing, if one is granted. The District Judge will enter a final decision based on the Report and Recommendation from the Magistrate Judge and any objections from the Parties. If both Parties consent, the Magistrate Judge’s decision will be the final decision of the United States District Court of the Eastern District of Pennsylvania.

The Claims Administrator will disburse the withheld funds in accordance with the final decision, the provisions of the Settlement Agreement and any Court orders regarding settlement implementation.

**291. Do I have to try to reach an agreement with the Settlement Class Member over the disputed Attorney's Lien?**

Yes. The Parties must make reasonable efforts to resolve the Dispute by agreement before and during the dispute resolution process. The Parties also must provide a summary of the attempts to reach an agreement with the opposing Party in the dispute submissions.

**292. How do I serve document submissions in the Attorneys' Liens dispute resolution process?**

All dispute resolution documents must be served on the Claims Administrator by one of the following methods:

- (a) Email to ClaimsAdministrator@NFLConcussionSettlement.com, by a secured and encrypted method and include "ATTN: NFL Liens" in the subject line;
- (b) Facsimile to (804) 521-7299, ATTN: NFL Liens;
- (c) Mail to NFL Concussion Settlement, Claims Administrator, P.O. Box 25369, Richmond, VA 23260, ATTN: NFL Liens; or
- (d) Delivery by overnight carrier to NFL Concussion Settlement, c/o BrownGreer PLC, 250 Rocketts Way, Richmond, VA 23231, ATTN: NFL Liens.

**293. What do I need to submit in the Attorneys' Liens dispute resolution process?**

You will need to submit a Statement of Dispute and a Response Memorandum as discussed below. The Claims Administrator will send you a Schedule of Document Submissions setting deadlines for the submissions.

**294. What is a Statement of Dispute and when is it due?**

A Statement of Dispute is the written information about the Dispute submitted by each Party. Each Party must submit a Statement of Dispute within 30 days after the date of the Schedule of Document Submissions. The Claims Administrator will serve each Party's Statement of Dispute on the opposing Party.

**295. What information must be included in my Statement of Dispute?**

As an attorney lienholder, your Statement of Dispute must include:

- (a) A statement of all issues in dispute;
- (b) A chronology of the tasks performed by the attorney, the date each task was performed and the time spent on each task;

- (c) A list of costs with a brief explanation of the purpose of incurring these costs and the date the costs were incurred;
- (d) The relief sought;
- (e) A summary of the attempts to reach an agreement with the opposing Party;
- (f) Any exhibits; and
- (g) A statement signed by the submitting Party declaring under penalty of perjury pursuant to 28 U.S.C. § 1746 that the information submitted in the Statement of Dispute is true and accurate to the best of that Party's knowledge and that the submitting Party understands that false statements made in connection with this process may result in fines, sanctions, and/or any other remedy available by law.

**296. What is a Response Memorandum and when is it due?**

A Response Memorandum is each Party's written submission responding to the opposing Party's Statement of Dispute. Each Party may submit a Response Memorandum within 15 days after the date the Claims Administrator serves the Statements of Dispute on the Parties. The Claims Administrator will serve each Party's Response Memorandum on the opposing Party.

Each Response Memorandum must contain a statement signed by the submitting Party declaring under penalty of perjury pursuant to 28 U.S.C. § 1746 that the information submitted in the Response Memorandum is true and accurate to the best of that Party's knowledge and that the submitting Party understands that false statements made in connection with this process may result in fines, sanctions, and/or any other remedy available by law.

If the opposing Party fails to submit a Statement of Dispute, you may not file a Response Memorandum unless the Magistrate Judge requests it.

**297. What if I miss the deadline to submit my Statement of Dispute or Response Memorandum?**

Extensions of deadlines are discouraged. If you believe an extension is necessary, you must submit a written request to the Claims Administrator showing good cause for the extension. The request should not be filed on the Court's docket. The Magistrate Judge may exercise discretion to extend or modify any submission deadline. Before you submit a request for an extension, you must confer with the Settlement Class Member's current attorney or the unrepresented Settlement Class Member and disclose whether the Settlement Class Member opposes your request. The Magistrate Judge will issue a notice of any extension or modification of a submission deadline, and the Claims Administrator will serve the notice on the Parties.

**298. What information will the Magistrate Judge consider in making the Report and Recommendation or the final decision?**

The Magistrate Judge bases the Report and Recommendation or the final decision (if the Parties consent to jurisdiction) on the Dispute Record provided by the Claims Administrator which consists of:

- (a) A copy of the Settlement Class Member's Notice of Monetary Award Claim Determination or Notice of Derivative Claimant Award Determination;
- (b) The Notice of Lien with the documentary proof you submitted;
- (c) The Settlement Class Member's response, if any, to the Notice of Lien that he or she disputes the Lien;
- (d) The Statements of Dispute from you and the Settlement Class Member;
- (e) The Response Memoranda from you and the Settlement Class Member; and
- (f) Any additional evidence produced by either Party or the Claims Administrator in response to a request of the Magistrate Judge.

If a hearing is granted, the Magistrate Judge also will consider testimony and any additional documentation properly presented during the hearing.

**299. Can I request a hearing on the Attorney's Lien Dispute?**

Yes. If you want a hearing, you must request one in your Response Memorandum. The Magistrate Judge may order a hearing if he determines that such proceeding would help him resolve the Dispute. If the opposing Party does not submit a Statement of Dispute, you may serve a written request for a hearing within 15 days from the date the Claims Administrator serves the opposing Party with your Statement of Dispute. The Magistrate Judge will determine if the hearing will be in-person, by video conference, or by telephone conference. The Court's staff will make the necessary arrangements for video or telephone conference access if the Magistrate Judge orders such a hearing.

**300. How will I find out if the Magistrate Judge grants a hearing on the Attorney's Lien Dispute and when will the hearing be scheduled?**

If the Magistrate Judge determines a hearing is necessary, the Claims Administrator will serve you and the Settlement Class Member's current attorney or the unrepresented Settlement Class Member with a Hearing Schedule. The hearing will be scheduled promptly, but no sooner than 20 days after the date of the Hearing Schedule.

**301. What happens at a hearing on an Attorney's Lien Dispute?**

If the Magistrate Judge grants a hearing, the following procedure will apply.

- (a) Evidence: The evidence that the Magistrate Judge may consider is limited to the Dispute Record and any testimony and documents properly presented during the hearing.
- (b) Testimony Under Oath or Affirmation: Hearing testimony must be submitted under oath or affirmation administered by the Magistrate Judge or by any duly qualified person. If you want to present live testimony of anyone other than the Settlement Class Member, you must submit a written request to the Claims Administrator no later than three days before the hearing that includes (1) the individual's name and relationship to you; (2) the nature and scope of the testimony to be provided; (3) the length of time the testimony will take; and (4) whether the essence of the testimony could be presented in any other manner.
- (c) Audio Recording of Hearing: The hearing proceedings will be audio-recorded. The recording will be made available to the Parties to listen to or to transcribe at their own expense.

**302. Do I have to participate in the hearing on the Attorney's Lien Dispute?**

All Parties and their lawyers, if any, must participate in the hearing. If you do not participate in the hearing without prior approval from the Magistrate Judge, he will issue a Report and Recommendation or a final decision (if the Parties consent to jurisdiction) based on the Dispute Record at the time of the hearing, together with any testimony and documents properly presented at the hearing.

**303. Can I withdraw a Dispute from the Attorneys' Liens dispute resolution process?**

Yes. If you reach an agreement with the Settlement Class Member's current attorney or the unrepresented Settlement Class Member at any time before the Report and Recommendation or the Magistrate Judge's final decision (if the Parties consent to jurisdiction) is issued and the Court approves the agreement, you may withdraw the Dispute from this process.

**304. How do I withdraw a Dispute from the Attorneys' Liens dispute resolution process?**

Each Party must serve a signed Withdrawal of Attorney's Lien Dispute ("Withdrawal") with the required terms of the agreement on the Claims Administrator, and the dispute process will be stayed. The Court must approve the Withdrawal.

**305. What information will the Magistrate Judge consider in making the Report and Recommendation or the final decision on the Withdrawals?**

The Magistrate Judge bases the Report and Recommendation or the final decision (if the Parties consent to jurisdiction) on the Withdrawal Record provided by the Claims Administrator, which consists of:

- (a) A copy of the Notice of Monetary Award Claim Determination or Notice of Derivative Claimant Award Determination;

- (b) The Notice of Lien to the Settlement Class Member with attachments (a copy of the Attorney Lienholder's retainer agreement signed by the Settlement Class Member, a copy of the notice of Attorney's Lien filed in the Court, and the amount of any costs provided by the Attorney Lienholder);
- (c) The Settlement Class Member's response, if any, to the Notice of Lien that he or she disputes the Lien;
- (d) If the Settlement Class Member is represented, a copy of the current attorney's retainer agreement signed by the Settlement Class Member and a signed copy of the Statement of Fees and Costs as provided in Rule 17(b); and
- (e) The signed Withdrawals of Attorney's Lien Dispute.

If the Court approves the Withdrawal, the Claims Administrator will pay the withheld portion of the Award to you or your lawyer, and any attorney lienholder(s) as agreed to and stated in the Withdrawal.

**306. When will the Magistrate Judge issue a Report and Recommendation or a final decision?**

The Magistrate Judge will issue a Report and Recommendation or a final decision (if the Parties consent to jurisdiction) after consideration of the Dispute or Withdrawal Record and any evidence properly submitted during a hearing, if one is granted. The Claims Administrator will provide you with a copy of the Report and Recommendation or the final decision.

**307. Can I object to the Magistrate Judge's Report and Recommendation?**

Yes. In accordance with Fed. R. Civ. P. 72(b)(2), the Parties have 14 days from the date the Claims Administrator serves the Report and Recommendation to file specific written objections with the District Judge. The Parties will have 14 days from the date the Claims Administrator serves any objections to file a written response to the opposing Party's objections. The Claims Administrator will serve copies of the objections and any responses to the objections on the Parties.

**308. Who makes the final decision resolving the Attorney's Lien Dispute?**

If both Parties consent pursuant to 28 U.S.C. § 636(c), the Magistrate Judge will enter a final decision resolving the Dispute. If the Parties do not consent, the District Judge will enter a final decision after consideration of the Report and Recommendation and any objections from the Parties, in accordance with Fed. R. Civ. P. 72(b)(3). The Claims Administrator will provide you with a copy of the final decision.

**309. Can the District Judge or the Magistrate Judge change the final decision on an Attorney's Lien Dispute?**

Yes, the District Judge or the Magistrate Judge can change the final decision, but only within seven days after the date of the final decision and only to modify or correct any mathematical

error or an obvious material mistake in computing the amount to be paid to you, your attorney, and/or the attorney lienholder.

**310. Can I appeal the final decision on an Attorney’s Lien Dispute?**

Yes. Any Party may appeal the final decision.

**311. How will the withheld funds be paid after the final decision on an Attorney’s Lien Dispute?**

After any timely appeals are resolved, the Claims Administrator will disburse the withheld funds in accordance with the final decision and the provisions of the Settlement Agreement and Court orders regarding settlement implementation.

**312. Whom do I contact with questions about Liens?**

	<b>Kind of Lien</b>	<b>Whom do I contact?</b>
1.	Medical Liens	Contact the Lien Resolution Administrator by calling 1-855-887-3485 or emailing <a href="mailto:NFLLiens@epiqglobal.com">NFLLiens@epiqglobal.com</a> .
2.	Attorneys’ Liens and Other Liens	Contact the Claims Administrator by calling 1-855-887-3485 or emailing <a href="mailto:ClaimsAdministrator@NFLConcussionSettlement.com">ClaimsAdministrator@NFLConcussionSettlement.com</a> .



## **XII. Payments**

### **313. I received a Notice of Monetary Award Claim Determination or Notice of Derivative Claimant Award Determination. Do I need to do anything else to receive payment of the award?**

Yes. To receive your payment, you (or, if you are represented, your lawyer) must submit completed, signed versions of these forms to the Claims Administrator:

#### **1. Payment Election Form.**

If a lawyer represents you in this Settlement Program, he or she must choose how to receive the funds on your behalf.

If you are not represented by a lawyer and you are a Portal user, you can log into your Portal account and fill out the Payment Election Form to select your payment method. If you are not represented by a lawyer and you do not have a Portal account, you can contact the Claims Administrator to request a copy of the Payment Election Form.

#### **2. Form W-9 – Request for Taxpayer Identification Number and Certification.**

If a lawyer represents you in this Settlement Program, he or she must submit a “Form W-9 – Request for Taxpayer Identification Number and Certification.” This form is published by the IRS and is used for legal entities receiving payment to provide their Taxpayer Identification Numbers and certify that they are accurate.

If you are not represented by a lawyer, you do not need to provide a Form W-9.

#### **3. SWS-5 – Sworn Statement: Status of Assignment of Claim.**

Under the Rules Governing Payment of Claims Involving Third-Party Funders, the Claims Administrator is required to ask all eligible Settlement Class Members whether they have assigned or attempted to assign any settlement benefits from their Monetary Award to a Third-Party Funder. To receive payment, eligible Class Members must complete, sign and submit a Sworn Statement regarding the Status of Assignment of Monetary Claim. Settlement Class Members identified by Third-Party Funders participating in the Third-Party Funding Resolution Protocol (“Resolution Protocol”) must complete and return a Form SWS-5(a) (Status of Assignment of Monetary Claim Involving Resolution Protocol). Settlement Class Members not identified by Third-Party Funders participating in the Resolution Protocol must complete and return a Form SWS-5(B) (Status of Assignment of Monetary Claim Not Involving Resolution Protocol). At the Court’s instruction, these Sworn Statements must be completed and signed by Class Members, not their lawyers, even if the Settlement Class Member is represented.

### 314. When will I receive payment for my Monetary Award or Derivative Claimant Award?

After you receive notice that you are eligible for an Award, the whole payment process could be complete in as little as two weeks, but it will most likely take longer than that. There are several things that can affect when you get paid, including these:

1. Whether you, Class Counsel, or the NFL Parties appeals (Class Counsel and the NFL Parties have 30 days from the date of the Notice of Monetary Award Claim Determination to file an appeal);
2. Whether your claim is placed into audit;
3. Whether a Bankruptcy Court must approve your payment;
4. If you will receive payment as a Representative Claimant or Derivative Claimant Representative, whether you still need to be approved to act on the Settlement Class Member's behalf;
5. When your claim is placed on a Claims Administrator Funding Request (the Claims Administrator submits Funding Requests to Class Counsel and the NFL Parties by the 10th day of each month);

**Reminder:** *If your claim becomes eligible for payment (there are no appeals, no audits and no Bankruptcy issues) after the 10<sup>th</sup> of a month, you will not be placed on a Claims Administrator Funding Request until the next month.*

6. Whether the Special Masters approve the Claims Administrator's Disbursement Report and authorize payment to move forward (after the Special Masters approve a Disbursement Report, the Claims Administrator sends it to the bank); and
7. Whether you entered into a cash advance agreement with a Third-Party Funder.

**Reminder:** *The Rules Governing Payment of Claims Involving Third-Party Funders govern the payment of Monetary Claims that involve Third-Party Funder transactions.*

In most cases, your claim will be paid within 15 to 60 days of being placed on the Funding Request.

**Reminder:** *The Payment Process Timeline on the Reference Guides page of the Settlement Website provides more information about this (click [here](#) to view it).*

### 315. Who will issue the payment to me?

The Court appointed Citibank as the Trustee for this Settlement Program. If you are eligible for a payment, Citibank will send the funds to you (or, if you are represented, to your lawyer).

**Reminder:** You can find more information about the Settlement Trust in Section 23.5 of the Settlement Agreement, which is available on the Settlement Website (click [here](#) to read it).

**316. How will the funds be issued by Citibank?**

It depends on how you (or, if you are represented, your lawyer) ask to be paid. There are two options:

1. Wire transfer: the funds are electronically sent to the designated bank account; or
2. Check: a check is mailed to the designated address.

You (or, if you are represented, your lawyer) can use the Payment Election Form to tell the Claims Administrator how and where funds should be issued by Citibank. If you are represented by a lawyer, your lawyer will complete the Payment Election Form. If you do not have a lawyer, you must complete the Payment Election Form. Portal users can fill out the Payment Election Form online in their Portals. If you do not use a Portal, contact the Claims Administrator to request a blank Payment Election Form.

**317. If I want to appeal only part of my Monetary Award amount, can I get paid for the rest before my appeal is final?**

No. The Claims Administrator cannot pay you for some of your Monetary Award while the rest is subject to an appeal. You will receive payment for your Monetary Award only after the appeal process is finished.

**318. Will my Monetary Award or Derivative Claimant Award be issued to my lawyer or directly to me?**

If you are represented by a lawyer and entitled to a Monetary Award or Derivative Claimant Award, the Settlement Program will issue the full payment to your lawyer, subject to applicable reductions (for example, unresolved Medical Liens, offsets for Eligible Seasons, Derivative Claimant holdbacks, common benefit holdbacks, etc.). The payment will be made to your lawyer, who then will pay funds to you according to whatever representation agreement you have with your lawyer. In certain limited instances, the Settlement Program will make the payment in your name rather than your lawyer's (click [here](#) for an FAQ describing such circumstances).

If you are not represented by a lawyer, the Settlement Program will issue the full payment directly to you, subject to applicable reductions.

**319. Can a Settlement Class Member assign rights to receive his or her Monetary Award or Derivative Claimant Award, or a portion of the Award, to a third party?**

No. Section 30.1 of the Amended Settlement Agreement prohibits Settlement Class Members from assigning any rights or claims relating to the subject matter of the Class Action Complaint to any person or entity other than the NFL Parties. The Claims Administrator will not recognize such assignments or attempts to assign. This includes the assignment of any rights to receive a

Monetary Award or a Derivative Claimant Award, or any portion of an Award, in exchange for a cash advance. The Claims Administrator does not provide cash advances nor is it affiliated with any groups offering cash advances.

### **320. What is the fee cap?**

On April 5, 2018, the Court ordered that if a lawyer represents a Settlement Class Member, the lawyer's fees cannot be more than 22% of that Settlement Class Member's Award. (Click [here](#) to read the Order.) The Order specifies that the cap on lawyers' fees is 22% "plus reasonable costs." This 22% fee cap includes a 5% withholding for the Common Benefit Fund, which means the fee cap is effectively 17%.

### **321. What happens to those lawyers' fees and expenses that the Claims Administrator has withheld from Award payments?**

Under the Court's Order Regarding Payment of Attorneys' Fees and Expenses dated June 27, 2018, if the Claims Administrator has withheld fees and expenses from a lawyer who represents a Settlement Class Member, the Claims Administrator will release those funds to the lawyer, plus any investment earnings that accrued while the funds were held in the Monetary Award Fund, as calculated by the Trustee under the Settlement Trust Agreement. If the released amount is more than what the lawyer is allowed to take under the fee cap, the lawyer must promptly pay the balance to the Settlement Class Member(s).

### **322. What are claims service providers and are they covered by the fee cap?**

Claims service providers are those companies that, on a contingency fee basis, agree to perform services on behalf of Settlement Class Members relating to Registration, medical testing, Claim Package preparation, lawyer referrals, and/or other actions concerning the Settlement. The fee cap applies to and includes: (1) claims service provider fees plus reasonable costs, (2) lawyers' fees and (3) a 5% withholding for the Common Benefit Fund. This means that a Settlement Class Member's Award is subject to only one fee cap, and the 22% fee amount must cover claims service providers' fees and costs, lawyers' fees and a 5% withholding for the Common Benefit Fund. To be clear, the claims service providers' fees and costs are not to be classified as attorneys' expenses or costs.

### **323. Do lawyers have to send a statement of contingency fees and expenses to the Claims Administrator?**

Usually no, but there are some exceptions. Under the Court's Order Regarding Payment of Attorneys' Fees and Expenses dated June 27, 2018, lawyers who represent Settlement Class Members do not have to provide the Claims Administrator with a statement of their contingency fees and expenses. The Claims Administrator will not withhold a lawyer's fees and expenses unless required under the Rules Governing Attorneys' Liens or the Rules Governing Petitions for Deviation from the Fee Cap. Additionally, if the Settlement Class Member has entered into a transaction with a Third-Party Funder, the Rules Governing Payment of Claims Involving Third-Party Funders require the Claims Administrator to pay Awards directly to Settlement Class Members in certain situations. When this happens, if a Settlement Class Member is represented by

a lawyer, the Claims Administrator will require that the lawyer provide a Statement of Attorney Fees and Expenses to determine how much of the Award should be set aside for the lawyer.

**324. What does the Claims Administrator do with the 5% Common Benefit Fund Holdback?**

The Court's Order Regarding Withholdings for Common Benefit Fund dated June 27, 2018, directed the Claims Administrator to release to the Attorneys' Fees Qualified Settlement Fund the 5% of Awards withheld for the Common Benefit Fund. Any 5% Common Benefit Fund Holdback amount that the Claims Administrator had withheld in the Monetary Award Fund, plus any investment earnings that accrued on that amount, has been disbursed to the Attorneys' Fees Qualified Settlement Fund. See Section 23.7 of the Settlement Agreement, available [here](#), for more information about this Fund.

### **XIII. Audit**

#### **325. What is an audit?**

As required by Section 10.3 of the Settlement Agreement, the Claims Administrator, with the cooperation of Class Counsel and Counsel for the NFL Parties, established procedures to detect and prevent fraudulent submissions and payments of fraudulent claims from the Monetary Award Fund. Claims may be audited using the following processes and criteria:

- (a) Random Sampling of Claims that Qualify for Monetary Awards or Derivative Claimant Awards:** On a monthly basis, the Claims Administrator audits 10% of the total claims found eligible for Monetary Awards or Derivative Claimant Awards during the previous month.
- (b) Mandatory Fact Pattern Audits:** The Claims Administrator audits all claims that fit any of the following four fact patterns:
- (1) The Monetary Award is based on a Qualifying Diagnosis of Level 1.5 or Level 2 Neurocognitive Impairment when the Retired NFL Football Player participated in the BAP in the past 365 days and did not receive the asserted Qualifying Diagnosis during the BAP exam.
  - (2) The Monetary Award is based on a Qualifying Diagnosis when the Player (or his Representative Claimant) submitted a prior claim in the past 365 days alleging the same diagnosis by a different physician and the Settlement Program denied the prior claim.
  - (3) The Monetary Award is based on a Qualifying Diagnosis that resulted from a medical examination conducted at a location other than a standard treatment or diagnosis setting, for example, a hotel room.
  - (4) Claims subject to Rule 27 Decisions by the Special Master.
- (c) Audit of Claims Identified During Review:** The Claims Administrator audits claims with reliability questions raised by the documents, data analytics, or reports from the public.

#### **326. How does an audit affect the regular processing of my claim?**

The claims processing deadlines in the Settlement Agreement are suspended when the Claims Administrator places a claim in audit. The Claims Administrator will not issue a Notice of Monetary Award Claim Determination, Notice of Derivative Claimant Award Determination, or payment to a Settlement Class Member while his or her claim is undergoing an audit review.

#### **327. Why did I receive a Notice of Audit of Claim?**

Your claim is in audit under Section 10.3 of the Settlement Agreement. The Settlement Agreement requires that the Claims Administrator notify you, Class Counsel and Counsel for the NFL Parties that your claim is in audit. The Notice of Audit of Claim lists the information and/or records that you need to provide to complete the audit and continue processing your claim. You

should submit the requested information and/or records by the Response Date listed at the top of the Notice.

**328. I received a Notice of Audit of Claim after I received a Notice of Monetary Award Claim Determination or a Notice of Denial of Monetary Award Claim. How does the audit affect my claim?**

The claims processing deadlines in the Settlement Agreement are suspended when the Claims Administrator places a claim in audit. If, at the time you receive a Notice of Audit of Claim, you have already received a Notice of Monetary Award Claim Determination or a Notice of Denial of Monetary Award Claim and the deadline to appeal the determination has not yet expired, all parties' right to appeal will be preserved and the Claims Administrator will stay the appeal process. After the Claims Administrator concludes the audit, the Claims Administrator will issue a Notice of Monetary Award Claim Determination or Notice of Denial of Monetary Award Claim for any claim not yet in the appeal process, and for any claim in the appeal process, the Claims Administrator will resume processing the appeal.

**329. Are there any rules covering the audit of claims?**

Yes. The Special Masters adopted the Rules Governing the Audit of Claims, which cover the proceedings before the Special Masters on potentially fraudulent claims for Monetary Awards and Derivative Claimant Awards referred to them by the Parties and the Claims Administrator after the Claims Administrator has done an audit investigation. These Rules are available [here](#).

**330. Who is the Special Investigator?**

The Court appointed the Honorable Lawrence F. Stengel (Retired) as Special Investigator to assist the Special Masters in implementing Section 10.3 of the Settlement Agreement, which deals with audits of claims. The Special Investigator has the authority to conduct investigations at the direction of the Special Masters. Those investigations will focus on the role of attorneys or healthcare professionals involved in potentially fraudulent claims for Qualifying Diagnoses made before the Effective Date. However, under certain circumstances, the Special Masters may authorize the Special Investigator to investigate other entities and/or matters.

The Special Investigator has retained HML Group to help with investigations. Click [here](#) to read information from the Special Investigator about his retention of HML Group.

**331. Why did I receive a Notice of Referral to Special Investigator?**

You previously received a Notice of Audit of Claim that your claim is in audit under Section 10.3 of the Settlement Agreement. The Special Masters now have referred your file to the Special Investigator for investigation and recommendations. A referral to the Special Investigator does not mean that the Special Masters have already made a finding of fraud or wrongdoing. It only means that the Special Masters have requested the assistance of the Special Investigator in the course of the audit related to your claim. You and others may receive requests for information from the Special Investigator or from the HML Group, the investigation firm retained by the

Special Investigator. Full and timely cooperation with such requests is required for the Special Investigator to complete his review.



## **XIV. Bankruptcy**

### **332. Why does the Settlement Program need to know whether I filed bankruptcy?**

Any claim filed by or on behalf of a Settlement Class Member who is or was a debtor in a bankruptcy proceeding (“Bankruptcy Issue Claimant”) may be property of the estate in the Claimant’s bankruptcy proceeding under Section 541 of the Bankruptcy Code if the bankruptcy proceeding was: (a) filed on or after the Retired NFL Football Player’s Qualifying Diagnosis date; or (b) filed before his Qualifying Diagnosis date but remained open and pending as of the Qualifying Diagnosis date. *See* 11 U.S.C. Section 541. If the Claims Administrator is aware of such a filing, it cannot issue payment to the Claimant until we determine whether the claim is the property of the bankruptcy estate and, if so, whether to pay the Claimant or the bankruptcy estate.

### **333. How does the Settlement Program identify a Bankruptcy Issue Claimant?**

A Settlement Class Member is identified as a Bankruptcy Issue Claimant if:

- (a) The Settlement Class Member indicates on the Claim Form that the Retired NFL Football Player or Derivative Claimant is or was a debtor in a bankruptcy proceeding, presents an Order of a Bankruptcy Court, or presents a petition filed with the Bankruptcy Court indicating that he or she is or was a debtor in a bankruptcy proceeding;
- (b) A Bankruptcy Trustee or Bankruptcy Court tells the Claims Administrator that the Player or Derivative Claimant is or was a debtor in a bankruptcy proceeding; or
- (c) The Claims Administrator determines at any point during claims processing, or is otherwise made aware, that the Player or Derivative Claimant is or was a debtor in a bankruptcy proceeding.

After a Settlement Class Member has been identified as a Bankruptcy Issue Claimant, the Claims Administrator places a hold on the claim to prevent payment until all bankruptcy requirements have been satisfied.

### **334. How does a current or prior bankruptcy case affect my Monetary Award Claim?**

The bankruptcy case will not affect your registration or Claim Package determination. However, if your claim is eligible for payment, the Claims Administrator must complete Bankruptcy Review to determine whether you will be required to provide Bankruptcy Documents before issuing any payment.

### **335. What is the Bankruptcy Review process?**

During Bankruptcy Review, the Claims Administrator verifies the date your bankruptcy proceeding commenced, the chapter under which it was filed and, if applicable, the date the

Bankruptcy Court closed or dismissed the case. The Claims Administrator compares this information to the Qualifying Diagnosis date confirmed during the Claims Package review to determine whether the claim may be property of the bankruptcy estate under the United States Bankruptcy Code. If a claim may be property of the bankruptcy estate, the Claimant will be required to provide Bankruptcy Documents before payment can be issued.

### **336. Which Bankruptcy Issue Claimants must provide Bankruptcy Documents?**

The required Bankruptcy Documents depend on the bankruptcy case chapter, case commencement date, case disposition, disposition date and Retired NFL Football Player's Qualifying Diagnosis date.

(a) Bankruptcy Documents are not required for:

- (1) Any Bankruptcy Issue Claimant whose bankruptcy case was dismissed or closed before the Qualifying Diagnosis date; or
- (2) Any Chapter 11, 12, or 13 Bankruptcy Issue Claimant whose bankruptcy case is closed if: (a) it was filed before and still pending as of the Qualifying Diagnosis date; and (b) it has been more than 180 days since the entry of an order of confirmation.

(b) Bankruptcy Documents are required for:

- (1) All Bankruptcy Issue Claimants with open bankruptcy cases;
- (2) Any Chapter 7 Bankruptcy Issue Claimant whose bankruptcy case is closed but was filed before and still pending as of the Qualifying Diagnosis date;
- (3) Any Chapter 11, 12, or 13 Bankruptcy Issue Claimant whose bankruptcy case is closed if: (a) it was filed before and still pending as of the Qualifying Diagnosis date; and (b) it has been less than 180 days since the entry of an order of confirmation; and
- (4) Any Bankruptcy Issue Claimant whose bankruptcy case is closed but was filed on or after the Qualifying Diagnosis date.

### **337. What Bankruptcy Documents are required?**

If the Claims Administrator determines you must provide Bankruptcy Documents before paying your claim, you must provide either:

- (a) An Order from the Bankruptcy Court, a letter or email from the Bankruptcy Trustee, or other official Bankruptcy Documents showing:

- (1) The claim was not property of the bankruptcy estate or that it was disclaimed, abandoned, or exempted in the bankruptcy proceeding; or
- (2) The Bankruptcy Trustee does not intend to pursue the claim as a potential asset of the bankruptcy estate; or
- (3) The Qualifying Diagnosis occurred after entry of a Discharge Order in the case; or

(b) An Order from the Bankruptcy Court:

- (1) Approving the Settlement and payment of the claim;
- (2) Identifying the person or persons to whom payment is to be made; and
- (3) Identifying the person or persons authorized to sign the Claim Form.

**338. I received a Notice of Bankruptcy Question Delaying Payment. What does this mean?**

The Claims Administrator determined that your payable claim may be property of the bankruptcy estate. Before the Claims Administrator can pay your claim, you must provide:

(a) An Order from the Bankruptcy Court, a letter or email from the Bankruptcy Trustee, or other official Bankruptcy Documents showing:

- (1) The claim was not property of the bankruptcy estate or that it was disclaimed, abandoned, or exempted in the bankruptcy proceeding; or
- (2) The Bankruptcy Trustee does not intend to pursue the claim as a potential asset of the bankruptcy estate; or
- (3) The Qualifying Diagnosis occurred after entry of a Discharge Order in the case; or

(b) An Order from the Bankruptcy Court:

- (1) Approving the Settlement and payment of the claim;
- (2) Identifying the person or persons to whom payment is to be made; and
- (3) Identifying the person or persons authorized to sign the Claim Form.

**339. My Bankruptcy Case is closed. Why am I required to provide Bankruptcy Documents?**

Even if your case is closed, the claim may still be property of the bankruptcy estate under Section 541 of the United State Bankruptcy Code if the bankruptcy proceeding was filed:

- (a) On or after the Retired NFL Football Player’s Qualifying Diagnosis date; or
- (b) Before his Qualifying Diagnosis date but remained open and pending as of the Qualifying Diagnosis date.

**340. I received a Bankruptcy Trustee Notice. What does this mean?**

You previously received a Notice of Bankruptcy Question Delaying Payment which provided 30 days to submit the required Bankruptcy Documents (click [here](#) to read an FAQ about Bankruptcy Documents). Because the Claims Administrator had not received the documents requested in that notice, it sent the Bankruptcy Trustee Notice to the Bankruptcy Trustee assigned to your case. If the Bankruptcy Trustee does not respond to the notice within 30 days, the Claims Administrator will presume the bankruptcy estate has no interest in your claim and the Bankruptcy Trustee consents to you receiving direct payment of your claim.

**341. My bankruptcy proceeding is closed, and I cannot provide the required Bankruptcy Documents. What can I do?**

The Claims Administrator cannot pay your claim without the required Bankruptcy Documents (click [here](#) to read an FAQ about Bankruptcy Documents). If you cannot provide these documents, contact the Claims Administrator and explain the situation. The Claims Administrator will help you determine what additional steps are necessary to pay the claim.

**342. I received a Bankruptcy Trustee Communication Notice. What does this mean?**

The Claims Administrator determined that your claim is subject to an open bankruptcy proceeding where the Bankruptcy Court has assigned a trustee to manage the bankruptcy estate. Until receiving proof that the claim is not property of the bankruptcy estate or the trustee has authorized the Claims Administrator to communicate with you directly, the Claims Administrator will communicate only with and send Notices to the Bankruptcy Trustee.

**343. My Bankruptcy Trustee signed the Bankruptcy Trustee Release of Information form. Am I still required to provide Bankruptcy Documents?**

Yes, the Bankruptcy Trustee Release of Information form only allows the Claims Administrator to communicate with you while your bankruptcy case remains open. If your claim is payable, you are still required to provide [Bankruptcy Documents](#) (click [here](#) to read

an FAQ about the Bankruptcy Trustee Communication Notice) before the Claims Administrator can pay your claim.

## **XV. Appeals**

### **344. Are there any rules covering appeals of claim determinations?**

Yes. The Special Masters adopted the Rules Governing Appeals of Claim Determinations, which cover appeals made by a Settlement Class Member, Class Counsel or the NFL Parties under Section 9.5 of the Settlement Agreement from Claims Administrator's determinations on Monetary Awards and Derivative Claimant Awards. These Rules are available [here](#).

### **345. Can I appeal the Claims Administrator's determination of any amounts deducted from my Monetary Award or Derivative Claimant Award for Liens?**

No. You cannot appeal the Claims Administrator's determination of a Lien deduction (see Rule 9 of the Rules Governing Appeals of Claim Determinations, available [here](#)). However, there is a separate process for you to dispute a Lien. Click here to read an FAQ about how to dispute a Lien.

### **346. Who are the appellant and the appellee on an appeal of a claim?**

The appellant is the one who brings an appeal. You, Class Counsel, or the NFL Parties may be an appellant. The appellee is the one on the other side of the appeal and can respond to the arguments made by the appellant.

### **347. Why was my claim remanded to the Claims Administrator?**

If the Special Master decides to allow new evidence after the Claims Administrator issued the notice being appealed, the claim is remanded—meaning sent back—to the Claims Administrator to review again. The Special Master also can remand claims for other reasons as he or she deems appropriate. The Claims Administrator will have the claim re-reviewed on the issue(s) on appeal that led to the remand, including review of any new evidence introduced in the appeal. For more information about the Appeals process, click [here](#) to read the Rules Governing Appeals of Claim Determinations.

### **348. If my claim is remanded from an appeal to the Claims Administrator, what happens to the \$1,000 Appeals Fee I paid?**

The \$1,000 Appeals Fee will be refunded to you.

### **349. May the NFL Parties offer medical or other new evidence on appeal?**

Yes. Nothing in the Settlement Agreement prohibits the NFL Parties from submitting medical records or other factual evidence during an appeal. Section 9.5 of the Settlement Agreement allows the NFL Parties to be an appellant on a claim, and Section 9.7(a) says that an appellant “must present evidence in support of [its] appeal.”

**350. If a party offers new evidence in a brief on appeal, how does that affect the due date for the responding party's brief? How will I know whether there will be a remand or whether I need to address the new evidence in what I file?**

The Claims Administrator issues a Filed Appeal Alert to notify you, Class Counsel and the NFL Parties that there has been an appeal of a Monetary Award determination. That Filed Appeal Alert triggers the time for the appellees and Class Counsel to respond to the appeal. If the appellant who brings the appeal offers new evidence with the appeal, the Claims Administrator will not issue that Filed Appeal Alert until after the Special Master rules on whether to admit the new evidence. If the Special Master admits the new evidence, the claim will be remanded to the Claims Administrator and there will be no further briefing by anyone on the appeal. The Claims Administrator will send out notices if the claim is remanded. If the Special Master does not admit the new evidence, the claim will not be remanded to the Claims Administrator. Instead, the Claims Administrator will issue a Filed Appeal Alert and it will tell everyone involved in the appeal when the responses of the others are due in the appeal.

The Appeals Rules generally do not allow replies to the briefs of the appellees, so if an appellee submits new evidence, it does not affect any reply times. However, if Class Counsel offers new evidence with its Statement of Class Counsel, the Claims Administrator will not begin the 15-day period the other parties have to respond to that Statement until after the Special Master rules on whether to remand the claim to the Claims Administrator.

**351. If new evidence added on appeal leads to remand to the Claims Administrator, can a party offer new evidence in every appeal to force a remand and re-review, either to get another chance at payment or denial, or to delay things?**

There are safeguards in place to avoid abuse of the appeals process. All parties must act in good faith and without ulterior motives on appeals. Both Section 9.6(b) of the Settlement Agreement and the Rules Governing Appeals of Claim Determinations allow Class Counsel to petition the Court for relief if it believes that the NFL Parties are submitting vexatious, frivolous, or bad faith appeals. The Rules Governing Appeals of Claim Determinations also allow the Special Master to order relief “as to the conduct of any Party to the Appeal or to multiple Appeals concerning Monetary Awards that the Special Master determines to be vexatious, frivolous or in bad faith.” This controls abuse of the system. Click [here](#) for the Settlement Agreement and [here](#) for the Rules Governing Appeals of Claim Determinations.

**352. Will the Court review a decision by a Special Master allowing or excluding new evidence on a claim appeal?**

No. This is a factual determination, not a conclusion of law. The Special Master's factual determinations are final and binding. Only the Special Master's conclusions of law are reviewable by the Court.

### **353. How will remands of claims on appeal work?**

If the Special Master allows the introduction of new evidence under Rule 23(c) (click [here](#) to read the Rules Governing Appeals of Claim Determinations) and remands (sends back) the claim to the Claims Administrator, the claim will be reviewed again. This leads to other questions:

#### **(a) Will the re-review be assigned to the same AAP doctor who reviewed it before?**

Yes, unless the Special Master orders otherwise. In general, if an AAP doctor reviewed the claim originally, on remand the same AAP doctor will re-review the claim.

#### **(b) If the Special Master remands my claim, will the Claims Administrator or the AAP review the entire claim all over again?**

No, not unless the Special Master orders it. A remand review usually is a focused re-review. The Claims Administrator or AAP doctor will assess the claim only for the issue(s) raised on the appeal that led to the remand. For example, if the Special Master remands a claim only for an issue involving Eligible Seasons, the Claims Administrator will review the Claim Package and any new evidence presented in the appeal to determine the correct outcome on Eligible Seasons, but will not re-review the medicine and the Qualifying Diagnosis found in the original review. Conversely, if the Special Master remands a claim for a medical issue, the Claims Administrator and the AAP (if it is a claim reviewable by the AAP) will review the Claim Package and any new medical evidence presented in the appeal to determine the correct outcome on the medicine and the Qualifying Diagnosis, but will not re-review the number of Eligible Seasons found in the original review. The Special Master, however, does have discretion to direct other relief on any remand.

#### **(c) If an AAP doctor reviews the claim after remand, will that AAP doctor see the entire claim file on remand, or only the new evidence?**

The AAP doctor will see all the evidence in the claim file that relates to the issue(s) on appeal that led to the remand. If the remand is for a medical issue, the AAP doctor will see and assess all the medical evidence in the file relating to the medical aspects of the claim that triggered the remand, including any new evidence presented in the appeal.

#### **(d) Does that mean that AAP doctor will see all the briefs on the appeal too?**

Yes. The AAP doctor doing the re-review will see the briefs and arguments on the appeal that led to the remand.

#### **(e) On remand, does the original outcome set a floor for the result, or can the claim go down in value?**

There is no floor or limit. In a re-review after a remand, the claim can go up in value, go down in value, stay the same, or be denied completely.



**(f) What if the Claims Administrator did the original review and not the AAP. Do these same rules apply?**

Yes. Remand reviews by the Claims Administrator will be done in the same manner as AAP reviews.

**354. Can a claim be appealed again after the Special Master remands it and the Claims Administrator issues a new notice?**

Yes. After the re-review of the claim, the Claims Administrator will issue a new notice on the outcome of the review. That notice starts the time to appeal all over again.

## **XVI. External Evidence**

### **355. What is External Evidence?**

External Evidence means any information or materials (such as documentary, photographic, video or other evidence) relating to a Monetary Award Claim or group of Monetary Award Claims, that was not provided by the Settlement Class Member(s). External Evidence may be submitted to the Claims Administrator by either the NFL Parties, Class Counsel, or a Third Party. The Claims Administrator also may obtain External Evidence during an audit investigation or through its verification and investigative actions under Section 8.6(b) of the Settlement Agreement.

### **356. Why does the Claims Administrator receive External Evidence?**

The NFL Parties, Class Counsel, or a Third Party may provide the Claims Administrator with External Evidence that is: (1) believed to present a question of misrepresentation, omission or concealment of a material fact in connection with a claim or group of Claims; or (2) relevant to verify whether the Settlement Class Member is eligible for an Award. Additionally, under Rule 23(c) of the Rules Governing Appeals of Claim Determinations, a Party or Third Party may submit External Evidence as new evidence on a claim if it is on appeal to the Special Master and the Special Master approves the submission.

### **357. What happens after the Claims Administrator receives or finds External Evidence?**

There are three potential outcomes of the Claims Administrator's review of External Evidence:

- (a) Audit Investigation:** If the Claims Administrator determines that the External Evidence presents a question of whether there may have been a misrepresentation, omission or concealment of a material fact made in connection with a claim or claims and no Audit Investigation is already underway as to such Claim(s), the Claims Administrator will issue a Notice of Audit to each affected Settlement Class Member and conduct an Audit Investigation of the Claim(s). Further actions on the Claim(s), including the opportunity for the affected Settlement Class Member to address the External Evidence, will occur pursuant to the Procedure for the Audit of Claims and the Audit Rules, provided that no Report of Adverse Finding in Audit under Audit Rule 15 may be issued until after the affected Settlement Class Member(s) have received notice of the External Evidence and had the opportunity to view and respond to it. The Claims Administrator may ask the AAP, the AAP Leadership Council and/or the AAPC for advice and assistance on any medical issues in the claim or claims presented by the External Evidence.
- (b) Further Verification in Claims Review:** If the Claims Administrator determines there was no misrepresentation, omission or concealment of a material fact made in connection with a claim or claims, the Claims Administrator will consider the External Evidence as part of the verification of whether the affected Settlement Class Member is eligible for an Award. The Claims Administrator will notify a Settlement Class Member with a claim

subject to further verification in Claims Review of the nature of the action taken by the Claims Administrator and of the External Evidence resulting in such action and provide the Settlement Class Member the opportunity to view and respond to the External Evidence before a determination is made on the claim. The Claims Administrator may ask the AAP, the AAP Leadership Council and/or the AAPC for advice and assistance on any medical issues in a claim before making a determination on the claim.

- (c) No Audit Investigation or Further Verification Steps in Claims Review:** If the Claims Administrator determines that there is no issue raised by the External Evidence warranting either an Audit Investigation or further verification in Claims Review, but the External Evidence is something that may be offered by the Settlement Class Member or a Party on an appeal of a Notice of Monetary Award or Notice of Denial, the Claims Administrator will notify the Settlement Class Member of the External Evidence and provide the ability to view the External Evidence. The Settlement Class Member will also have the opportunity to respond to the External Evidence at that time if the Settlement Class Member chooses to do so.

**358. Is the External Evidence available to Class Counsel and the NFL Parties?**

Yes. The Parties are able to see Notices issued on Claims and the contents of all Claims Packages through their NFL Portals with the Claims Administrator. This Procedure does not affect the rights of the Parties under Section 10.3(a) of the Settlement Agreement.

**359. I received a Notice of External Evidence. What should I do?**

The Claims Administrator will provide you an opportunity to review and respond to any External Evidence before it makes a substantive determination about the claim(s). You are encouraged to respond to the External Evidence within the 30-day response window listed on the Notice. If you choose to respond to any External Evidence, you must do so truthfully. Your reply should provide a thorough explanation of this new information, including why you believe the new information does not call into question your claimed Qualifying Diagnosis.

## **XVII. Special Master Appeal Decisions**

### **360. How much deference does the Claims Administrator give to the Diagnosing Physician's determination that neuropsychological testing is medically unnecessary?**

Generally, deference is given to the determinations made by a diagnosing Qualified MAF Physician because of the doctor's eminence and training, as well as his or her personal evaluation of the Player. However, if the Qualified MAF Physician indicates that neuropsychological testing is medically unnecessary because of the severity of the Player's dementia, the Claims Administrator has the obligation to determine if that conclusion was "reasonably determined." In this context, the Qualified MAF Physician's conclusion is "reasonably determined" if the doctor's conclusion can be identified as an application of the Settlement's narrow exception to the testing requirement. In other words, it was reasonable for the doctor to conclude that the testing would not generate valid results (note: stating that a task or test will be difficult for a Player is not the same as saying the testing would not generate valid results). Click [here](#) for additional information and to read the Special Master's full decision on this topic.

### **361. How should a Qualified MAF Physician apply the Generally Consistent Standard when making a Qualifying Diagnosis? How will the Claims Administrator confirm that a Qualifying Diagnosis is Generally Consistent with the Settlement criteria?**

"Generally consistent" does not mean the diagnosis must meet the same requirements as the BAP Battery, but requires the diagnosing Qualified MAF Physician to exercise reasoned, individualized, and clinical judgment in administering testing and rendering a diagnosis that is generally consistent with the BAP battery and diagnostic criteria. The physician cannot loosely construe the criteria that have been set forth in the Settlement Agreement. The test for which deviations are generally consistent is not a mechanical one. If the diagnosis deviates from the Settlement criteria, the physician must provide a written explanation. This will enable the Claims Administrator to defer to the diagnosing physician's judgment.

The explanation must be an accounting of why the diagnosing physician believed that the deviation was appropriate. The Claims Administrator will determine whether the explanation's rationale and its completeness satisfy this requirement. Deference to articulated, individualized, and reasoned medical judgments will be customary. For Level 1.5 and 2 Neurocognitive Impairment diagnoses supported by neuropsychological testing that deviates from the BAP test battery, the Claims Administrator (and the AAP and/or AAPC, where necessary for consistent and transparent analysis) will evaluate the neuropsychological test battery as a whole and its application to the Retired NFL Football Player. This analysis will focus on the goals of the tests and their relationship to establishing a reliable and meaningful exam (click [here](#) for an example of how this principle was applied on appeal).

Click [here](#) for additional information and to read the Special Master's full decision on this topic.

**362. Can new evidence or records, not considered by my physician, that show behavior or activity occurring *before* my Qualifying Diagnosis result in a Denial of my Claim?**

Evidence establishing a pattern of behavior that is inconsistent with the factual bases of a diagnosis will always raise questions about a claim's legitimacy. However, new evidence that shows limited episodes of behavior or activity well before the date of a Qualifying Diagnosis will generally not invalidate a Diagnosis of Neurocognitive Impairment. Click [here](#) for additional information and to read the Special Master's full decision on this topic.

**363. Can new evidence or records, not considered by my physician, that show behavior or activity occurring *after* my Qualifying Diagnosis result in a Denial of my Claim?**

In order for new evidence of a Player's conduct after his Diagnosis to undermine that Diagnosis, it must establish a pattern of behavior that is inconsistent with the factual basis of the Diagnosis. Second-guessing the diagnosing physician's considered views about the level of functional impairment would require strong countervailing proof to invalidate the Diagnosis. Click [here](#) for additional information and to read the Special Master's full decision on this topic.

**364. Does my evaluating physician need to address my medication side-effects or other conditions that may affect cognitive or functional impairment when deciding whether I have a Qualifying Diagnosis?**

Where the Player, at the time of his Diagnosis, is taking medications with known side-effects on cognition, [uses alcohol or other substances](#), or where there is evidence of pain or sleep loss at the time of diagnosis that is potentially closely related to a Player's observed functional losses, the diagnosing physician should offer some explanation of the role, if any, of such factors in the Diagnosis. The Claims Administrator should then defer to the clinician's judgment or ask for more information about those factors if the explanation is insufficient. Click [here](#) for additional information and to read the Special Master's full decision on this topic.

**365. If my performance on validity test measures is determined to invalidate my neuropsychological testing, can that testing support a Qualifying Diagnosis?**

No. For Levels 1.5 and 2 Neurocognitive Impairment, Players must meet the requirements of the four diagnostic criteria set forth in Exhibit A-1 to the Settlement Agreement. Validity measures are explicitly required by the Settlement as part of the neuropsychological test battery. Neuropsychological test results must supply valid measures of cognitive performance to support a Qualifying Diagnosis, and a diagnosing physician or examining neuropsychologist must provide an explanation if concluding the test results are valid despite performance or behavior that otherwise may indicate invalidity.

The Claims Administrator and Special Masters may ask the AAP and/or AAPC for advice on whether a Player's neuropsychological testing can be considered valid. Click [here](#) for additional information and to read the Special Master's full decision on this topic.

**Reminder:** For Level 2 Neurocognitive Impairment diagnoses made outside the BAP only, the diagnosing physician can certify that certain neuropsychological testing required in the BAP was medically unnecessary because the Retired NFL Football Player's dementia was so severe.

**366. When will the Claims Administrator apply the Stroke offset?**

The Settlement Agreement directs that the word [Stroke](#) is defined by the World Health Organization's International Classification of Diseases, 9th Edition (ICD-9) or the World Health Organization's International Classification of Diseases, 10th Edition (ICD-10). To apply the Stroke offset, the Claims Administrator must: (a) find evidence of the event in the medical records, and (b) determine that the Player suffered a Stroke under the Settlement's precise meaning of that term. If the Claims Administrator determines the medical records show the Player suffered a Stroke, the Player has the burden of showing by clear and convincing evidence that his Qualifying Diagnosis was not causally related to the Stroke. Click [here](#) for additional information and to read the Special Master's full decision on this topic.

**367. Can one diagnosis be used as proof that a Player had a different Qualifying Diagnosis?**

No. The Settlement criteria for each Qualifying Diagnosis requires distinct proof. Contemporaneous proof of each Qualifying Diagnosis must be evaluated on its own terms, paying attention to the actual evidence before the diagnosing physician and the Claims Administrator. For example, evidence of an Alzheimer's Disease Diagnosis is not itself indicative of an earlier Qualifying Diagnosis of Level 1.5 Neurocognitive Impairment under the Settlement because the criteria for Alzheimer's Disease and Level 1.5 have very different technical specifications. Click [here](#) for additional information and to read the Special Master's full decision on this topic.

**368. What are the Slick criteria and how is the Slick criteria analysis performed?**

Neuropsychologists Daniel J. Slick, Elisabeth M.S. Sherman, and Grant L. Iverson developed nine criteria (a.k.a. the "Slick criteria") to help identify *malingering* — "false or grossly exaggerated physical or psychological symptoms that are voluntarily produced, motivated by external incentives" — in the context of neuropsychological evaluations. These Slick criteria combine objective and subjective factors and operate to guide and standardize a professional judgment on which reasonable minds may sometimes disagree. Exhibit 2 of the Settlement Agreement states that each neuropsychological examiner must complete a checklist of the criteria, provided in Exhibit 2, for every Retired NFL Football Player examined to determine whether his test data is a valid reflection of his optimal level of neurocognitive functioning.

The first Slick item requires an analysis of whether there are suboptimal scores on the seven performance validity embedded indicators or tests that each examining neuropsychologist must administer to a Player during his neuropsychological examination(s). There has been some confusion in the Program over when a Player's performance on ACS performance validity tests, in particular, are considered "suboptimal." In the Settlement Program, whether ACS validity test scores are considered suboptimal for purposes of the Slick assessment depends on whether they indicate a "high likelihood of invalid performance." This occurs when the Player has at least two ACS scores that fall below the tenth percentile of the Clinical Sample Base Rates, or at least three ACS scores that fall below the fifteenth percentile. If the scores indicate a high likelihood of invalid performance but the clinician finds the performance validity scores are not suboptimal, that clinician's judgment may require further evaluation by the Claims Administrator.

Low validity scores that do not result in a "suboptimal" determination (including ACS scores), may affect the remaining eight Slick criteria because those remaining criteria require the clinician to reconcile inconsistencies between medical, collateral, and observational evidence. Where a particular Slick criterion is inconsistent or discrepant with the other criteria, or two or more criteria point in different directions, the clinician must thoroughly explain in writing why the testing was valid (discussing each Slick criterion is a strongly recommended best practice). After completely describing the Slick criteria's application, the clinician should use the articulated checklist provided in Settlement Agreement Exhibit 2 to develop and then state a comprehensive judgment as to the Player's performance validity. That opinion should demonstrate a thorough consideration of a claim's inconsistencies and instances of potential invalidity, and use the clinician's best articulated medical judgement to resolve any inconsistencies and suggestions of invalidity. Click [here](#) for additional information and to read the Special Master's full decision on this topic.

***Reminder:** Even though a clinician may determine that the Player showed adequate effort according to the foregoing factors, the Player's failure on two or more effort tests may result in the test results being subjected to independent review or result in a need for supplemental testing.*

***Reminder:** Three of the ACS subtests lack normative data for individuals over 69 years old. For such Players, the Settlement describes other primary effort tests as the appropriate measures, but the validity analysis for the first Slick item described above does not apply to those older claimants.*

### **369. Do the Claims Administrator and/or the AAP defer to the clinician's judgment when reviewing the Slick criteria?**

The Claims Administrator will evaluate a submitted claim and determine whether it satisfies the Settlement requirements, including by assessing the thoroughness and accuracy of any explanations about performance validity, with input from the AAP and/or its Consultants where necessary. The AAP should defer to a clinician's Slick-criteria-based validity analysis when it results from reasoning completely articulated in contemporaneous

reports, unless the analysis is clearly erroneous. When clinicians fail to articulate their judgment through complete Slick analyses, the AAP and/or its Consultants (AAPCs) may thoroughly and independently assure themselves the criteria do not indicate invalid testing.

When a Slick criterion is a factor in the denial of a claim, the AAP/AAPC are to note it as a factor in the denial explanation and include a thorough review of the Slick criterion, including the results of the performance validity testing that was administered as part of the test battery, with an explanation as to how or why the Slick criteria factored into the determination. The Claims Administrator should follow the AAP Reviewer's judgement and defer to the results of this process. Click [here](#) for additional information and to read the Special Master's full decision on this topic.

*Reminder: "Clearly erroneous" does not mean that the Claims Administrator or the AAP and/or its Consultants simply disagree with the diagnosing physician's conclusions; rather, there must be something more; some examples include "a basic error in computation, a material failure to consider relevant evidence or apprehend its import, or a serious departure from the standard of care." Click [here](#) to read the Special Master's full decision on this topic.*

**370. Is the diagnosing physician required to interview a knowledgeable informant as part of the CDR evaluation?**

The Settlement Agreement does not explicitly require the diagnosing physician to interview a knowledgeable informant when conducting the Clinical Dementia Rating ("CDR") interview. However, interviewing both the Retired NFL Football Player and a person knowledgeable with a Retired NFL Football Player's situation, such as a spouse or caregiver, is good practice and is recommended by the CDR's own guidelines. These interviews should be structured conversations. Information gleaned from these discussions should then be corroborated by documentary evidence or a third-party sworn affidavit from a person familiar with the Retired Football Player's condition. The absence of evidence that results from the structured conversation with a knowledgeable informant may create a fundamental gap in the diagnostic records that may, in the presence of other facts, justify the denial of a claim. Click [here](#) to read the Special Master's full decision on this topic.

**371. Is driving generally consistent with the required CDR scores for Level 2 Neurocognitive Impairment?**

For a Qualifying Diagnosis of Level 2 Neurocognitive Impairment, the Settlement Agreement requires evidence of functional impairment that is generally consistent with CDR 2 scores in the areas of Community Affairs, Home and Hobbies, and Personal Care. For the Community Affairs category, this means that the Player has no pretense of independent function outside the home. The Settlement Agreement does not explicitly state that a Level 2 diagnosis is incompatible with continuing to drive. However, this fact and the extent of this retained functional ability is one of several factors that together help clinicians, including the AAP Members and Consultants, evaluate a claim. Generally, persons with Level 2 diagnoses require close supervision and would rarely work (even in



supported fashion), drive, or attend medical appointments alone. Click [here](#) to read the Special Master's full decision on this topic.

## **XVIII. Norming Agreement**

### **372. What are Black Race Norms and Black Race Demographic Estimates?**

Norms are databases that aggregate neuropsychological test scores from people who represent the general population and who do not have neurocognitive problems. Clinicians compare neuropsychological test scores obtained from an examinee against the scores in those databases in order to help identify whether the examinee's performances are similar to, or significantly different from, what is expected for an unimpaired person of similar background characteristics. Norms were not created for the Settlement Program. They were in use in standard clinical practice long before the Class Action Settlement Agreement was created. Clinicians consider various demographic aspects of the examinee when using

Norms to determine the examinee’s level of cognitive impairment, including their age, education level, sex, and sometimes race.

Black Race Norms, as defined in the Norming Agreement, means the use of Norms in a manner that treats the examinee’s race as non-White when evaluating neuropsychological testing.

Demographic Estimates means the use of an examinee’s demographics—including age, sex, education level, and sometimes race—to estimate the examinee’s pre-injury level of functioning. Demographic Estimates were not created for the Settlement Program. They were in use in standard clinical practice long before the Class Action Settlement Agreement was created.

Black Race Demographic Estimates, as defined in the Norming Agreement, means the use of Demographic Estimates in estimating an individual’s premorbid intellectual functioning in a manner that treats the examinee’s race as non-White.

### **373. What is the Norming Agreement?**

The Class Action Settlement Agreement allowed, but did not require, clinicians to use Black Race Norms and Black Demographic Estimates during the neuropsychological evaluation of Retired NFL Players for purposes of diagnoses and awards based on dementia, consistent with clinical practice at the time the Class Action Settlement Agreement was entered into. Last year, two Retired NFL Football Players brought legal actions challenging this practice. After mediation required by the Court, the NFL Parties, Class Counsel, and the attorneys for the two Players have collaboratively reached an agreement to eliminate any consideration of race in the Settlement Program. This agreement is known as the “Norming Agreement.”

On December 30, 2021, Counsel for the NFL Parties and Class Counsel filed a Motion with the Court overseeing the Settlement Program to approve certain modifications to the Class Action Settlement Agreement necessary to implement the components of the Norming Agreement that impact the Settlement Class Members. The Court entered an Order on March 4, 2022, granting that Motion and approving the modifications.

### **374. What is the New Method?**

The Norming Agreement describes a new assessment method, the “New Method,” which was developed by leading expert neuropsychologists (the “Expert Panel”) to completely remove race as a variable for consideration when scoring or classifying test results from the neuropsychological evaluations of Retired NFL Football Players participating in the Settlement Program. This new race-neutral assessment method will be used on an interim basis to remove the consideration of race from the Settlement Program immediately. At the same time, the Expert Panel will work to create race-neutral, long-term demographic corrections specifically applicable to the population of Retired NFL Football Players which

the Parties expect will be instituted at some point in the future, in a process which would involve your feedback.

For now, Exhibit A-2 of the Class Action Settlement Agreement has been replaced to reflect the New Method and the approval of additional benefits for certain Retired NFL Football Players whose prior testing may have been impacted by the consideration of race.

**375. What modifications were made to the Settlement Program’s neuropsychological testing protocol?**

Three modifications were made to the Settlement Program’s neuropsychological testing protocol, as reflected in the new Exhibit A-2 to the Class Action Settlement Agreement:

- (1) Discontinuing the use of the Test of Premorbid Functioning Simple and Complex equations to estimate the Player’s longstanding (‘premorbid’ or ‘pre-injury’) functioning in favor of using the TOPF reading standard score to estimate the Player’s longstanding Reading Level;
- (2) Prohibiting clinicians from using Norms in a manner that takes into account the examinee’s race, and replacing it with a system where Norms are used in a manner that only takes into account the examinee’s age and education;
- (3) Raising the cutoff scores for cognitive impairment, such that higher demographically adjusted scores will qualify for Qualifying Diagnoses of Level 1, Level 1.5, and Level 2 Neurocognitive Impairment.

**376. What happens next if I think my prior Settlement Claim(s) or neuropsychological test results may have been adversely affected by the consideration of race?**

Additional benefits will be provided to certain Settlement Class Members whose post-Effective Date neuropsychological testing was potentially impacted by the consideration of race. The Claims Administrator will notify you as to which, if any, of the additional benefits listed below apply to you.

These benefits include:

- (1) Automatic Retrospective Rescoring: The automatic rescoring of certain Retired NFL Football Players’ testing using the New Method.
- (2) Expanded BAP Examinations: The opportunity for some Retired NFL Football Players to receive an additional free BAP evaluation using the New Method.
- (3) New Settlement Claim Submissions: Some Retired NFL Football Players may choose to have prior evaluations rescored at their own expense using the New Method and submit new Settlement Claims based on those results.

**377. Who is eligible for Automatic Retrospective Rescoring under the Norming Agreement?**

Subject to certain limited exclusions (See FAQ 378), any Retired NFL Football Player is eligible for Automatic Retrospective Rescoring if he:

- (1) had a BAP diagnoses of no impairment or Level 1 Neurocognitive Impairment, where Black Race Norms or Black Race Demographic Estimates were applied to the Retired NFL Football Player's neuropsychological testing; or
- (2) had Black Race Norms or Black Race Demographic Estimates applied to his neuropsychological testing and
  - (a) had a BAP or Post-Effective Date MAF approved Level 1.5 Neurocognitive Impairment Settlement Claim; or
  - (b) had a denied Level 1.5 or Level 2 Neurocognitive Impairment Settlement Claim; or
- (3) had a Settlement Claim denied or reduced due to a failure to use Black Race Norms or Black Race Demographic Estimates, where such rescoring could potentially result in a Qualifying Diagnosis or a higher Qualifying Diagnosis solely due to a change in the Retired NFL Football Player's neuropsychological T scores. This means that the Retired NFL Football Player must otherwise meet the Class Action Settlement Agreement's functional impairment and validity requirements for a more severe Qualifying Diagnosis based on his prior evaluations.

**378. Are any Settlement Claims excluded from Automatic Retrospective Rescoring under the Norming Agreement?**

Yes, a narrow set of Settlement Claims are excluded from Automatic Retrospective Rescoring. These are categories of claims where the claim outcome would not change even if the Claimant's neuropsychological test scores were lower. They are:

- (1) Settlement Claims denied for incompleteness;
- (2) Settlement Claims denied as a result of audit;
- (3) Withdrawn Settlement Claims; and
- (4) Settlement Claims based on diagnoses rendered by providers who have been disqualified from the Settlement Program.

**379. Who determined whether prior testing qualified for Automatic Retrospective Rescoring?**

The Claims Administrator and BAP Administrator, with guidance from the AAP/AAPLC/AAPC as necessary and oversight of the Special Masters, determined who qualified for Automatic Retrospective Rescoring, including whether any exclusions apply. This determination is final and unappealable.

**380. Who conducted the Automatic Retrospective Rescoring?**

Automatic Retrospective Rescoring was conducted by neutral, Court-approved AAPCs.

**381. Was I notified as to whether my prior test results qualified for Automatic Retrospective Rescoring?**

Yes. The Claims Administrator notified you or your lawyer as to whether you qualify for Automatic Retrospective Rescoring using the New Method. If you qualified, there is nothing you needed to do to have your prior testing rescored. Your prior tests were automatically rescored using the New Method and the notice you received from the Claims Administrator included the results of the rescoring.

If the rescored test results met the requirements for a Qualifying Diagnosis or a higher Qualifying Diagnosis, one of two procedures were followed. If you previously submitted a Settlement Claim based on that testing, you automatically received a Monetary Award Claim Determination. If you had not previously submitted a Settlement Claim, the Claims Administrator notified you that you must file a Claim, which will receive a Monetary Award Claim Determination once submitted and determined to be complete, or you will be eligible to receive BAP Supplemental benefits.

### **382. What happened if my prior testing was not eligible for Automatic Retrospective Rescoring?**

Certain Retired NFL Football Players who had Black Race Norms or Black Race Demographic Estimates applied to their post-Effective Date test scores or estimated premorbid intellectual functioning determination, but whose testing was not automatically rescored under the above process, are eligible for a free Expanded BAP Examination (including an evaluation by a Qualified BAP Provider neurologist and a Qualified BAP Provider neuropsychologist), regardless of whether they had a prior BAP exam or were initially eligible for a BAP exam.

Additionally, instead of receiving a free BAP examination, the Retired NFL Football Player may choose to have his tests rescored using the interim New Method, either by the original neuropsychologist or by an AAPC, at the Retired NFL Football Player's own expense (See FAQ 388 for additional information).

### **383. Who is eligible for an Expanded BAP Examination under the Norming Agreement?**

Subject to certain limited exclusions (See FAQ 384), any Retired NFL Football Player whose neuropsychological test scores or estimated premorbid intellectual functioning determination included the use of Black Race Norms or Black Race Demographic Estimates is eligible for one free BAP examination (including an evaluation by a Qualified BAP Provider neurologist and a Qualified BAP Provider neuropsychologist) if:

- (1) his Settlement Claim was denied in part because of the insufficiency of his T scores; or
- (2) he did not file a Settlement Claim because the Qualified BAP Providers or Qualified MAF Physician who examined him did not diagnose him with a Qualifying Diagnosis in part because of the insufficiency of his T scores.

If a Retired NFL Football Player meets either of the above requirements, he is eligible for an Expanded BAP Examination regardless of whether he has already had a BAP

examination prior to the implementation of the Norming Agreement or is otherwise BAP-eligible.

If the Retired Football Player is deceased, you should notify the Claims Administrator. A Special AAP Panel will rescore the Retired NFL Football Player's test results and determine whether the rescored tests meet the criteria for a new or more severe Qualifying Diagnosis.

**384. Are any Retired NFL Football Players excluded from eligibility for an Expanded BAP Examination under the Norming Agreement?**

Retired NFL Football Players are not eligible for an Expanded BAP Examination if:

- (1) they were eligible for Automatic Retrospective Rescoring;
- (2) they have their testing scored at their own expense and submit a new Settlement Claim based on the rescored results;
- (3) their Settlement Claims were denied as the result of an audit; or
- (4) their Settlement Claims were withdrawn, and would have been denied as the result of an audit had they not been withdrawn.

**385. Who determines eligibility for the Expanded BAP Examination?**

A Retired NFL Football Player's eligibility for an expanded BAP examination will be determined by the BAP Administrator, with guidance from the Claims Administrator and Special Masters as necessary, and such determination is final and unappealable.

**386. Is there a deadline for requesting an Expanded BAP Examination?**

Yes. Within 24 months of the Court's Order granting the Motion, or by March 4, 2024, Retired NFL Football Players or, if represented, their counsel must contact the BAP Administrator to request an appointment for an Expanded BAP Examination.

**387. Will I be notified of my Expanded BAP Examination results?**

Yes. After the Qualified BAP Providers have made their final determination based on the results of the new BAP examinations and submitted the requisite paperwork to the BAP Administrator, the BAP Administrator will send the appropriate notice to Retired NFL Football Players advising them of the determination.

**388. Can I get my tests rescored without going through an Expanded BAP Examination?**

Some Retired NFL Football Players may choose to have prior evaluations rescored at their own expense using the New Method and submit new Settlement Claims based on those results. Specifically, Retired NFL Football Players who received a valid Post-Effective Date neuropsychological evaluation from a neuropsychologist approved to support diagnoses from Qualified MAF Physicians through the MAF program (rather than a

Qualified BAP Provider through the BAP) and either (a) did not submit a Settlement Claim because Black Race Norms or Black Race Demographic Estimates were applied to their neuropsychological testing, or (b) submitted a Settlement Claim that was denied in part because their neuropsychological testing did not qualify them for a Monetary Award as a result of the use of Black Race Norms or Black Race Demographic Estimates may, at their option and expense and instead of receiving an expanded BAP examination, have the neuropsychologist who administered the testing or an AAPC rescore the prior valid post-Effective Date MAF program neuropsychological testing using the New Method and submit a new Settlement Claim relying on the rescored testing.

To be eligible for this benefit, the application of Black Race Norms or Black Race Demographic Estimates must be evident on the face of the original neuropsychological testing documents or supported by a statement from the examining or rescoring neuropsychologist demonstrating that Black Race Norms or Black Race Demographic Estimates were used.

**389. Is there a deadline to get my tests rescored without going through the Expanded BAP Examinations?**

Yes. Any new Settlement Claims relying on rescored test results must be submitted within 24 months of the Court's Order granting the Motion, or by March 4, 2024.

**390. Who is not eligible to submit new Settlement Claims based on rescored prior testing?**

Retired NFL Football Players are not eligible to have their testing rescored and submit new Settlement Claims relying on the rescored results if:

- (1) their test results were found to be invalid in any final decision;
- (2) they were eligible for Automatic Retrospective Rescoring;
- (3) they avail themselves of an Expanded BAP Examination;
- (4) their Settlement Claims were denied as the result of an audit;
- (5) their Settlement Claims were withdrawn, and would have been denied as the result of an audit had they not been withdrawn; or
- (6) their testing was administered by a clinician who has been disqualified from the Settlement Program.

**391. If I am eligible to get my previous neuropsychological testing rescored at my own expense as described in FAQs 388 to 390, and choose to do so, what do I need to submit with my new Settlement Claim?**

You must submit a complete Claim Package with your new Settlement Claim, including the following (see FAQ 103):

- (1) A completed Claim Form signed by you;
- (2) A completed Claim Package HIPAA Form signed by you;

- (3) A Diagnosing Physician Certification Form (“DPC”) filled out and signed by the Qualified MAF Physician who made the Qualifying Diagnosis based on the rescored test results;
- (4) Medical records reflecting your Qualifying Diagnosis;
- (5) In the event you want to prove more Eligible Seasons than what we already found for you when you registered for the Settlement Program, submit records showing employment or participation in NFL Football; and
- (6) Evidence that Black Race Norms or Black Race Demographic Estimates were applied to your original neuropsychological testing. If the application of Black Race Norms or Black Race Demographic Estimates is not evident on the face of the original neuropsychological testing documents, you must obtain a statement from the examining or rescored neuropsychologist demonstrating that Black Race Norms or Black Race Demographic Estimates were used (see FAQ 388).

You can choose to get a signed DPC from the Qualified MAF Physician who initially examined you, or you can go to a different Qualified MAF Physician, subject to the Settlement Program’s existing rules for which Qualified MAF Physicians you may choose (see FAQ 88).

**If you decide to go to a different Qualified MAF Physician**, that Qualified MAF Physician must personally examine you and determine that you meet all requirements for a Qualifying Diagnosis before they can sign a DPC relying on the rescored test results.

**If you go back to the same Qualified MAF Physician**, and they determine, based on their sound medical judgment, that they have all the information necessary to make a Qualifying Diagnosis without examining you again, as reflected in their records contemporaneous to the previous evaluation, they can sign a DPC relying on the rescored test results without a new examination. However, if the Qualified MAF Physician determines a new examination is necessary, you will need to undergo a new examination by that Qualified MAF Physician before they can sign a DPC for a Qualifying Diagnosis relying on the rescored test results.

Regardless of whether you go back to the Qualified MAF Physician who initially examined you or whether you decide to go to a different Qualified MAF Physician, if the diagnosing Qualified MAF Physician determines, in the exercise of his or her sound medical judgment, that based upon your rescored test results and other contemporaneous records, he or she has enough information to reasonably conclude that all of the criteria for a Qualifying Diagnosis were met as of the date of the initial neuropsychological examination, that date may be used as the date of the Qualifying Diagnosis. However, if any of the Class Action Settlement Agreement’s requirements for the claimed Qualifying Diagnosis were not met until the date of a later examination, including a contemporaneous CDR determination, the date of the later examination will be used as the date of the Qualifying Diagnosis. Any claim where the Qualifying Diagnosis date is before the diagnosing Qualified MAF



Physician personally examined the Player will be strictly scrutinized in the claims review process (see FAQ 100).