

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

IN RE: NATIONAL FOOTBALL  
LEAGUE PLAYERS' CONCUSSION  
INJURY LITIGATION

No. 2:12-md-02323-AB  
MDL No. 2323

Kevin Turner and Shawn Wooden, on  
behalf  
of themselves and others similarly  
situated,

**Hon. Anita B. Brody**

Plaintiffs,

v.

National Football League and NFL  
Properties, LLC, successor-in-interest to  
NFL  
Properties, Inc.,

Defendants.

THIS DOCUMENT RELATES TO:  
ALL ACTIONS

**ORDER**

To date, the Court has withheld 5% from every Monetary Award and Derivative Award. Where the Class Member was represented by Individually-Retained Plaintiff's Attorneys ("IRPAs"), this withholding was applied to the IRPA fee.

Requests have been made for a return of the 5%. I solicited the opinion of an expert on counsel fees, Professor Geoffrey Parsons Miller of the New York University Law School. He recommended that I return 80% of the funds that were

withheld, or effectively a 4% portion, and retain the remainder, a 1% portion. I adopt Professor Miller's recommendation.

**AND NOW**, this 21st day of December, 2023, it is **ORDERED** that:

1. The Fund Administrator for the Holdback Escrow Account, working with the Claims Administrator, must release to each IRPA and/or Class Member the amount equal to 4% of the original award; and

2. The Claims Administrator must set aside from each future Monetary Award and Derivative Award an amount equal to 1% of each award, which will continue to be apportioned from any IRPA fee.

**IT IS FURTHER ORDERED** that any IRPA due to receive funds under paragraph 1 above must certify in writing to the Claims Administrator that:

(a) no portion of the holdback has been or will be charged to the Class Member as an expense or otherwise; and

(b) the IRPA has complied with applicable state law with respect to providing an accounting to the client regarding the IRPA's fees and expenses.

s/ANITA B. BRODY, J.

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ANITA B. BRODY, J.