

**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,

Plaintiffs,

v.

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

Defendants.

THIS DOCUMENT RELATES TO:  
ALL ACTIONS

**ORDER**

Pursuant to the Court's continuing jurisdiction over this action as set out in the Court's Amended Final Order and Judgment (Doc. No. 6534, paragraph 17), it is hereby **ORDERED** that the Amended Rules Governing Attorneys' Liens adopted on October 3, 2018 (Doc. No. 10283) are **AMENDED in part**.

Exhibit C to the Amended Rules (Doc. No. 10283 at 21-24) is the Withdrawal Form that is used by the Parties when they reach an agreement resolving a Dispute prior to a decision of the Court. The Withdrawal Form that was attached to the Amended Rules is replaced with the attached revised form, which clarifies the requirements for addressing the 5% holdback on the Withdrawal Form.

Exhibit C to the Amended Rules (Doc. No. 10283 at 21-24) is **WITHDRAWN** and **REPLACED** with the attached. The attached is the required Withdrawal Form for all matters going forward.

BY THE COURT:

David R. Strawbridge, USMJ

David R. Strawbridge, USMJ

Date: October 15, 2018

**NFL****CONCUSSION SETTLEMENT**IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION  
No. 2:12-md-02323 (E.D. Pa.)**WITHDRAWAL OF ATTORNEY'S LIEN DISPUTE**

This Withdrawal Form ("Withdrawal") must be submitted to the Claims Administrator if the Parties to an Attorney's Lien Dispute reach an agreement resolving the Dispute at any time before the Magistrate Judge issues a Report and Recommendation or a final decision. Each Party to a Dispute must submit a Withdrawal that includes:

1. The agreed amount or percentage allocation of the Monetary Award funds withheld for attorneys' fees to be paid to each Party;
2. Any costs of the current attorney as reflected in the Statement of Fees and Costs with an itemized list of those costs including a brief explanation of the purpose of incurring the costs and the date the costs were incurred;
3. Any costs of the attorney lienholder(s) as set forth in the Lien assertion(s) with an itemized list of those costs including a brief explanation of the purpose of incurring the costs and the date the costs were incurred;
4. The allocation of a refund, if any, of the 5% deduction for Common Benefit Fees among the Parties.

The Withdrawal must be approved by the Court.

**I. SETTLEMENT CLASS MEMBER INFORMATION**

<b>Name</b>	First	M.I.	Last
<b>Settlement Class Member Type</b>			
<b>Primary Counsel in the Settlement Program</b>			
<b>Address</b>	Street		
	City	State	Zip
<b>Email Address</b>			

**II. ATTORNEY LIENHOLDER INFORMATION (#1)**

<b>Name</b>	Full Name or Law Firm Name		
<b>Address</b>	Street		
	City	State	Zip
<b>Email Address</b>			

**III. ATTORNEY LIENHOLDER INFORMATION (#2) (IF APPLICABLE)**

<b>Name</b>	Full Name or Law Firm Name		
<b>Address</b>	Street		
	City	State	Zip
<b>Email Address</b>			

**IV. SUMMARY OF DISPUTE RESOLUTION**

The Parties to the Dispute must complete the boxes below to reflect the amounts to be distributed to the Settlement Class Member or his or her attorney (if represented) and to the Attorney Lienholder(s). The total fees cannot exceed the Presumptive Fee Cap unless the Court granted a Petition for Deviation.

**A. ATTORNEYS' FEES AND COSTS**

		<b>Amount or Percentage of Fees</b>	<b>Amount of Reasonable Costs**</b>
<b>1.</b>	<b>To be Paid to Attorney Lienholder #1</b>		
<b>2.</b>	<b>To be Paid to Attorney Lienholder #2</b>		
<b>3.</b>	<b>To be Paid to Settlement Class Member or his or her Attorney Identified in Section I</b>		

**\*\* Costs for the current attorney or Attorney Lienholder(s) must have been provided to the Claims Administrator in the Statement of Fees and Costs and the Lien assertion(s), respectively. Each attorney must attach to this Withdrawal an itemized list of costs with a brief description of each cost and the date each cost was incurred.**

**B. COMMON BENEFIT FEE REFUND**

The Claims Administrator is obligated to pay 5% of all Awards into the Attorneys' Fees Qualified Settlement Fund pending further order of the Court. Explain how the Parties wish to distribute those funds or a portion thereof, if they are refunded by the Court at a future date.

1.	<b>Agreed Percentage of any Refund of the 5% Deduction for Common Benefit Fees to be Paid to Attorney Lienholder #1</b>	
2.	<b>Agreed Percentage of any Refund of the 5% Deduction for Common Benefit Fees to be Paid to Attorney Lienholder #2</b>	
3.	<b>Agreed Percentage of any Refund of the 5% Deduction for Common Benefit Fees to be Paid to Settlement Class Member</b>	
4.	<b>Agreed Percentage of any Refund of the 5% Deduction for Common Benefit Fees to be Paid to Settlement Class Member's Attorney Identified in Section I</b>	

Note: It is understood that the Claims Administrator will pay the Parties these amounts according to the provisions of the Settlement Agreement and Court orders regarding settlement implementation.

**V. HOW TO SERVE THIS WITHDRAWAL ON THE CLAIMS ADMINISTRATOR**

<b>By Email</b>	ClaimsAdministrator@NFLConcussionSettlement.com
<b>By Facsimile</b>	(804) 521-7299; ATTN: NFL Liens
<b>By Mail</b>	NFL Concussion Settlement Claims Administrator P.O. Box 25369 Richmond, VA 23260 ATTN: NFL Liens
<b>By Delivery</b>	NFL Concussion Settlement c/o BrownGreer PLC 250 Rocketts Way Richmond, VA 23231 ATTN: NFL Liens

## VI. HOW TO CONTACT US WITH QUESTIONS OR FOR HELP

**Settlement Class Member:** If you are represented by a lawyer, consult with your lawyer if you have questions or need assistance. If you are unrepresented and have any questions or need help, contact us at 1-855-887-3485 or send an email to [ClaimsAdministrator@NFLConcussionSettlement.com](mailto:ClaimsAdministrator@NFLConcussionSettlement.com). If you are a lawyer, call or email your designated Firm Contact for assistance. For more information about the Settlement Program, visit the official website at [www.NFLConcussionSettlement.com](http://www.NFLConcussionSettlement.com) to read the Frequently Asked Questions or download a copy of the complete Settlement Agreement.

**Lienholder:** Contact us at 1-855-877-3485 or email [ClaimsAdministrator@NFLConcussionSettlement.com](mailto:ClaimsAdministrator@NFLConcussionSettlement.com). For more information about the Settlement Program, visit the official website at [www.NFLConcussionSettlement.com](http://www.NFLConcussionSettlement.com) to read the Frequently Asked Questions or download a copy of the complete Settlement Agreement.

## VII. SIGNATURE

Both the Settlement Class Member or his or her attorney, if represented, and Attorney Lienholder(s) must submit a signed copy of this Withdrawal to the Claims Administrator. By signing this Withdrawal, each Party certifies the following:

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the information provided in this Withdrawal is true and accurate to the best of my knowledge and that I understand that false statements made in connection with this process may result in fines, sanctions, and/or other remedy available by law.

I certify that I have/will serve a copy of this signed Withdrawal on the Claims Administrator.

By submitting this Withdrawal, I consent to the payment of the withheld funds according to the terms in Section IV.

<b>Signature</b>		<b>Date</b>	
<b>Printed Name</b>	First	Middle Initial	Last
<b>Law Firm</b>			