

**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

LIEN 2026-1

THIS DOCUMENT RELATES TO:
LIEN ASSERTED BY MCCORVEY
LAW V. SPID 100001210

**SPECIAL MASTER’S REPORT AND RECOMMENDATION REGARDING MCCORVEY
LAW’S ASSERTED ATTORNEY’S LIEN**

On August 11, 2025, Athlaw LLP filed a Claim for benefits on behalf of a Retired NFL Player.¹ A swift two months later, the Claims Administrator found the Player met the criteria for a Qualifying Diagnosis of Level 1.5 Neurocognitive Impairment and approved an Award (after offsets) of \$500,185.60.

Two previous firms had represented the Claimant. Both filed liens against the Award. The immediately predecessor firm to Athlaw—Shenaq PC—quickly settled its claim for \$750 in fees and \$300 in costs. But McCorvey Law (“McCorvey”), which had represented the Claimant from 2012 through May 2023, pressed on.

In February 2026, McCorvey filed a “Statement of Dispute” which purported to explain why it was entitled to 8.25% of Athlaw’s fee. It tersely argued that this fee must flow because “settlement was reached when [Claimant] terminated McCorvey Law, LLC’s representation.” But it submitted no documentation reflecting or evidencing that alleged settlement.

As Judge Brody had directed, I contacted the parties to what was now a lien dispute and attempted to mediate a settlement.² I explained to McCorvey and to Athlaw by email if they did not wish to mediate, I would “in due course resolve the lien dispute on the

¹ The Retired Player's SPID is 100001210. I have otherwise removed or obscured personally identifiable information from this Report and Recommendation.

² The parties to the dispute had previously been asked by the Claims Administrator to submit mediation statements if they wished to do so, but only Athlaw had responded one way or another to that request.

papers, presumptively applying Pennsylvania lien law as I explained [in an opinion I linked to]³ and further discussed [in a second opinion I linked to].”⁴ Athlaw indicated a willingness to mediate, but McCorvey Law did not respond. I then wrote the parties again, giving McCorvey a final deadline to indicate whether it wanted to mediate, and indicating that I otherwise intended to consider the lien dispute “submitted on the papers, while adopting as uncontested the application of Pennsylvania State law to the lien dispute under ordinary conflicts principles.”⁵

McCorvey did not respond and I therefore file this Report and Recommendation with the Court.⁶ In it I recommend that McCorvey’s lien against the Claimant’s award be dismissed, except insofar it seeks its reasonable costs of \$50 for the Claimant’s original docket filing fee.

BACKGROUND

The Player first hired McCorvey in 2012 to represent him in a claim relating to injuries sustained while playing in the NFL. Doc. 424437. In the subsequent years, both before and after the Settlement was approved, McCorvey admits that its work for claimant was common with its other clients, including “review of case pleadings, motions, and research that applied to all cases.” Doc. 424438.

The only record the Claims Administrator has of McCorvey’s efforts on the Claimant’s behalf are two emails from July 2022, attempting to reschedule a BAP exam. Doc. 266957. Those emails may have led to the completion of the neurological half of a BAP evaluation, which occurred in June 2023, but it is unclear whether a report ever issued. McCorvey, in its briefing, describes attorney Derriel McCovey and the Claimant as “close personal friends,” and notes that there were “many communications between them that were not documented.” But it blames the Claimant’s mental health, “mental deficits” and living situation for its difficulties in engaging with the Settlement’s BAP process on the Claimant’s behalf. *Id.* at 3.

McCorvey further describes Claimant as “not forthright” with him by not telling him until after the neurology BAP exam had been completed that he had sought and secured alternative representation. But, by the time the neurology BAP exam had occurred, Claimant had already

³ Special Master Report and Recommendation on SPID 100010870 – Goldberg Persky & White v. JR Wyatt Law, at 15 (Apr. 28, 2024), https://www.nflconcussionsettlement.com/ViewDoc.aspx?dp=100010870_d.pdf (hereinafter “Goldberg”), adopted by *In re: Nat’l Football League Players Concussion Inj. Litig.*, No. 2:12-md-02323-AB, 2024 WL 4281447 (E.D. Pa. Sep. 5, 2024), aff’d by *In re: Nat’l Football League Players Concussion Inj. Litig.*, No. 24-2839, 2025 WL 2465746 (3d Cir. Aug. 27, 2025).

⁴ Special Master Report and Recommendation on SPID 100004588 – Lieff Cabraser Heimann & Bernstein, LLP v. Song Whiddon PLLC (Dec. 11, 2025), https://www.nflconcussionsettlement.com/ViewDoc.aspx?dp=100004588_d.pdf

⁵ The emails to counsel were dated February 19 and February 25, 2026, and the final deadline to respond or object was February 26, 2026.

⁶ I issue Reports and Recommendations under the Court’s order. *See* ECF No. 12343, Explanation and Order, (Sept. 21, 2023) (appointing me to “resolve controversies between counsel relating to their counsel fees”). Pursuant to that Order, I authored, and the Court approved, new Rules Governing Attorneys’ Liens. ECF No. 12348-1, Rules Governing Attorneys’ Liens, (Sept. 27, 2023).

discharged McCorvey, a fact which the portal reflects—and which McCorvey as told—as of May 2023. Doc. 282696.⁷

In all events, Shenaq represented the Claimant from May 2023 through August 2024, when he switched again, to Athlaw. Doc. 355770. Athlaw immediately began to prepare the Claimant to undertake a MAF exam, which involved collecting “substantial, detailed documentary evidence,” scheduling the exams, which occurred on April 2, 2025 and June 4, 2025. After those exams were complete, Athlaw collected yet more documentary evidence, received a diagnosing physician certification form on August 4, 2025, and submitted a Claim on August 11. Doc. 422706. The Claims Administrator, reviewing the documentation collected and submitted by Athlaw, found that it sufficiently supported the asserted Qualifying Diagnosis and quickly approved an Award. Doc. 411356.

PENNSYLVANIA LAW GOVERNS THIS DISPUTE

As the Third Circuit recently affirmed, I apply state law in resolving liens.⁸ In some cases, this standard will generate a dispute about which state’s lien law should apply. Here, McCorvey said nothing about which law it thinks applies in its Notice of Dispute, and did not respond to my cautioning the firm that I would apply Pennsylvania Law unless it objected. Athlaw agrees that Pennsylvania law applies. Doc. 422706.

In Pennsylvania, the “seminal case on the issue” of attorney charging liens is *Recht v. Urban Redevelopment Authority*.⁹ The *Recht* test entails a five-part threshold inquiry:

[B]efore a charging lien will be recognized and applied, it must appear (1) that there is a fund in court or otherwise applicable for distribution on equitable principles, (2) that the services of the attorney operated substantially or primarily to secure the fund out of which he seeks to be paid, (3) that it was agreed that counsel look to the fund rather than the client for his compensation, (4) that the lien claimed is limited to costs, fees or other disbursements incurred in the litigation by which the fund was raised and (5) that there are equitable considerations which necessitate the recognition and application of the charging lien.¹⁰

⁷ The Claims Administrator sent McCorvey the change of representation form on May 15, 2023. On June 14, 2023, they responded asserting that they still represented the Claimant. The Claims Administrator responded the next day that its records reflected otherwise. The neurology visit through the BAP occurred on June 23, 2023.

⁸ Special Master Report and Recommendation on SPID 100010870 – Goldberg Persky & White v. JR Wyatt Law, at 15 (Apr. 28, 2024), https://www.nflconcussionsettlement.com/ViewDoc.aspx?dp=100010870_d.pdf (hereinafter “Goldberg”), adopted by *In re: Nat’l Football League Players Concussion Inj. Litig.*, No. 2:12-md-02323-AB, 2024 WL 4281447 (E.D. Pa. Sep. 5, 2024), aff’d by *In re: Nat’l Football League Players Concussion Inj. Litig.*, No. 24-2839, 2025 WL 2465746 (3d Cir. Aug. 27, 2025).

⁹ *Austin v. Thyssenkrupp Elevator Corp.*, 254 A.3d 760, 764 (Pa. Super. Ct. 2021).

¹⁰ *Recht v. Urb. Redev. Auth.*, 168 A.2d 134, 138-39 (Pa. 1961).

As I noted in *Goldberg v. Wyatt*, “[a]ll of the attorney lien cases that will present themselves in the Settlement Program are likely to easily meet *Recht* factors (1), (3), and (4).”¹¹ Here, the fund exists in the form of the Player’s Award, the retainer between the Player and McCorvey establishes the no-other-recourse contingency fee agreement, McCorvey’s lien is limited to costs, fees, and other expenses specific to its work for the Player.

I will address factors (2) and (5) in turn.

MCCORVEY’S SERVICES DID NOT SUBSTANTIALLY OR PRIMARILY OPERATE TO CAUSE THE PLAYER’S AWARD, AND THUS, IT IS NOT ENTITLED TO A CHARGING LIEN FOR ITS FEES.

Factor (2) of the *Recht* test “deals with the causal connection between the attorney’s work and the Monetary Awards determination.”¹² As applied to claims in the Settlement Program, work that may *substantially or primarily* operate to cause an Award includes:

- Registering the player for the Settlement Program.
- Scheduling the player for a BAP exam.
- Arranging for and advancing costs for a MAF exam.
- Compiling and filing a Claim package.
- Securing rescoring of a player’s neuropsychological testing.
- Communicating with the Claims Administrator with requests for additional information.
- Responding to and navigating the player through an audit of his Claim.
- Filing and arguing an appeal.
- Responding to an appeal by the NFL Parties.¹³

Nothing on this list is individually dispositive. To establish substantial or primary responsibility for an award, a law firm must show that it did more than merely “start[] the case on the track.”¹⁴ Under *Recht*’s restrictive standard, a firm must demonstrate that its labor formed “the engine of recovery.”¹⁵

McCorvey does not even attempt to show that it should recover under *Recht*. And it cannot. The documentary record of its work is meager: two scheduling emails to the BAP Administrator to set up a doctor’s visit that was paid for by the Settlement Program itself. By the time that test occurred, McCorvey had been terminated. And nothing about that visit resulted in documentation that even arguably led to the Award. Whatever medical record it produced was not relied upon by the MAF Doctor who diagnosed the Claimant.

¹¹ *Goldberg*, *supra* note 8, at 21.

¹² *Id.* at 22.

¹³ *Id.* at 26.

¹⁴ *Id.* (quoting *In re Indep. Pier Co.*, 210 B.R. 261, 264 (E.D. Pa. 1997)).

¹⁵ *Id.*

I wrote in the *Lieff Cabraser Heimann & Bernstein, LLP v. Song Whiddon* dispute that it “was insufficient that the first law firm had scheduled the examination that later supported the successful Claim; [where the] decisive work was the rescoring and submission undertaken by successor counsel.”¹⁶ Here, McCorvey helped to schedule only half of a BAP examination and it did not support the later claim. As I wrote in a previous lien case, “[McCorvey] moved the Claim along, but only marginally.”¹⁷ This work does not meet the *Recht* standard.

Athlaw did the work that produced the Award here, by scheduling the relevant examination, and preparing and submitting the successful Claim. As McCorvey’s services did not substantially or primarily cause the Award, it is not entitled to fees.

MCCORVEY IS ENTITLED TO A LIMITED CHARGING LIEN FOR ITS COSTS

Having found that McCorvey’s services did not substantially or primarily cause the Player’s Award, I turn to factor (5), which concerns equitable considerations.¹⁸ In *Goldberg*, I found that these considerations, as applied in the Settlement, counsel toward routinely awarding costs because:

it would undermine the Settlement goals to [preclude charging liens for costs], as current attorneys would hesitate before advancing costs for MAF exams for players if they were uncertain of recovering those costs in the event of termination.

Developing medical records in these Settlement cases is a necessary (and expensive) investment towards an eventual Award. Doctors certifying Awards often rely upon evidence of decline or impairment established by comparing current with past records. Developing a medical file through investment over time marks IRPA practice in this Program, involving shepherding of their clients through the claims process of the Settlement Agreement.

If the Settlement Program did not award at least costs to predecessor attorneys, successor attorneys and Players would be unjustly enriched by that prior expenditure. I do not think Pennsylvania courts would countenance that outcome.¹⁹

Asserted costs must, of course, be reasonable and supported, as determined by the Claims Administrator. In the filing noticing its lien, McCorvey asserted no costs at all. Doc.406850. The Claims Administrator consequently and reasonably did not withhold any costs from Claimant’s Award. But in its Notice of Dispute, for the first time McCorvey noticed an item of cost: a \$50 filing fee for the initial complaint in this case. The Claims Administrator’s team of audit specialists reviewed this asserted cost and supporting documents and found it to be reasonable.

¹⁶ Supra note 4, at 5.

¹⁷ Id. at 5.

¹⁸ *Recht*, 168 A.2d at 139.

¹⁹ *Goldberg*, supra note 8, at 28 (breaks added, citations omitted).

Applying Recht factor (5), I recommend that McCorvey be awarded a limited charging lien for \$50 in costs. For administrative convenience, rather than asking the Claims Administrator to ask the Claimant to pay McCorvey, I recommend that the Claims Administrator take that sum out of Athlaw's fee, as it has already agreed to do for efficiency reasons with Shenaq's.

RECOMMENDATION

I recommend that the Court permit the distribution of fees and costs as follows:

- (1) Under Pennsylvania's charging-lien doctrine, the Claims Administrator shall distribute fees as follows:
 - a. Athlaw should be remitted its 22% fee, less the 1% holdback, less \$750 for Shenaq's fees (which the Claims Administrator shall pay to Shenaq directly) and \$50 for McCorvey Law's costs.
 - b. McCorvey Law's charging lien for fees should be dismissed as it did not substantially or primarily contribute to the Player's Award.
- (2) Athlaw may recover its reasonably incurred costs (from the sums previously withheld) of \$5,564.03.
- (3) Shenaq may recover its reasonably incurred costs (from the sums previously withheld) of \$300.

The parties may file objections to this Report and Recommendation.²⁰

Date: March 13, 2026



David A. Hoffman, Special Master

²⁰ See ECF No. 12348-1, at Rule 7.

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IN RE: NATIONAL FOOTBALL	:	No. 2:12-md-02323-JDW
LEAGUE PLAYERS' CONCUSSION	:	
INJURY LITIGATION	:	MDL No. 2323
	:	
	:	
THIS DOCUMENT RELATES TO	:	Lien No. 2026-1
	:	
Attorney Lien Asserted by McCorvey Law	:	
v.	:	
SPID No. 100001210 (H.B.)	:	
	:	

AND NOW, this 28th day of May, 2026, upon consideration of the Attorney Lien identified above and the Report and Recommendation of Special Master David A. Hoffman dated March 13, 2026 (Doc. # 427782), and the objection to that R&R (Doc. # 429471), I note as follows.

1. In September 2023, Judge Brody delegated to the Special Masters the responsibility to “resolve controversies between counsel relating to their counsel fees” in situations where multiple firms provided individual representation to a class member and sought a contingent fee when a monetary award became payable. Judge Brody also approved revised rules governing this process. (*See* ECF Nos. 12343, 12348.)

2. Pursuant to this authority, in April 2024, Special Master Hoffman recommended a new legal approach that would presumptively apply Pennsylvania lien

law to the liens that attorneys placed on their former clients' awards in this settlement program. (SM R&R on SPID 100010870 – *Goldberg Persky & White v. JR Wyatt Law*, ECF No. 12396 ("*Goldberg*").) The Special Master recognized *Recht v. Urban Redevelopment Authority*, 168 A.2d 134 (Pa. 1961), as Pennsylvania's seminal case on the issue of attorney charging liens. A significant factor under *Recht* is whether the lienholder provided services that "operated substantially or primarily to secure the fund out of which he seeks to be paid." *Id.* at 138-39. In this context, payment from a fund means the successful MAF claim from which a contingent fee is payable.

3. Judge Brody approved and adopted the Special Master's recommendation in the *Goldberg* matter.¹ *In re: Nat'l Football League Players Concussion Inj. Litig.*, Civ. No. 12-md-2323, 2024 WL 4281447 (E.D. Pa. Sept. 5, 2024). The Third Circuit affirmed in a non-precedential opinion, holding the new approach legally sound. *In re: Nat'l Football League Players Concussion Inj. Litig.*, No. 24-2839, 2025 WL 2465746 (3d Cir. Aug. 27, 2025).

4. Since he first applied the *Recht* test in the *Goldberg* lien dispute, the Special Master has continued to apply that approach in subsequent lien controversies, and Judge Brody continued to approve both that choice of law and the Special Master's application

¹ As a result of the new approach, the Special Master in *Goldberg* found that the client's current counsel was entitled to the full contingency fee and that the prior counsel, Goldberg, should receive only its reasonably incurred costs. Judge Brody adopted the Special Master's approach and application in that case, while noting that other circumstances might still justify dividing a fee between lawyers "in an appropriate case." *In re Nat'l Football League Players' Concussion Inj. Litig.*, 2024 WL 4281447, at *1.

of the *Recht* test. *See, e.g., SPID 100004588 – Lieff Cabraser Heimann & Bernstein, LLP v. Song Whiddon PLLC*, R&R dated Nov. 10, 2025, *adopted*, Dec. 11, 2025.²

5. McCorvey Law once represented the class member identified above, H.B. After H.B. terminated the engagement, McCorvey registered an attorney lien against any future monetary award H.B. might receive. H.B. retained new counsel, Athlaw, and filed a successful claim in August 2025.

6. Pursuant to the revised Rules Governing Attorneys' Liens, the Claims Administrator invited McCorvey to justify its request for a fee from H.B.'s award if it did not want to mediate a settlement. McCorvey took the position that it was entitled to a portion of the contingent fee Athlaw would collect because it represented H.B. at the time the concussion settlement was reached. (R&R at 1.)

7. The Special Master filed an R&R to adjudicate the lien. McCorvey has objected to the Special Master's R&R. It contends the Special Master misapplied the *Recht* test in that he discounted McCorvey's work in securing BAP examinations for the client and contends that equitable considerations require recognition of its fee and that the fee sought "is reasonable and consistent with prior lien resolutions." (Obj. at 3-4.)

8. Upon an objection to a Special Master's recommendation, I give *de novo* consideration to its legal conclusions. (*See* Fed. R. Civ. P. 53(f)(3)(B) and (f)(4).) I have

² Avail. at <https://www.nflconcussionsettlement.com/PD-SpecialMasterDecisions-AttorneyLienDispute.aspx>.

carefully reviewed the Report and Recommendation, the objection, and the response. I find no legal error in the Special Master's choice of law nor in his application of *Recht* to McCorvey's and Athlaw's representation of H.B.

Therefore, it is **ORDERED** that the Report and Recommendation is **ADOPTED** and the Claims Administrator is **AUTHORIZED** to distribute fees and costs as set forth in the Special Master's Recommendation. (*See* R&R at 6.)

BY THE COURT:

/s/ Joshua D. Wolson

JOSHUA D. WOLSON, J.