

DERIVATIVE CLAIM FORM

Complete this Form if you are a **Derivative Claimant** and want to apply for a Derivative Claimant Award in the NFL Concussion Settlement Program.

This Form must be submitted to the Claims Administrator no later than 30 days after the Retired NFL Football Player with whom you claim a relationship receives a Notice of Monetary Award Claim Determination indicating that he is entitled to a Monetary Award.

Certain Derivative Claim Packages may be selected for audit pursuant to Section 10.3 of the Settlement Agreement. If your claim is selected for audit, you may be required to submit additional records or information now or in the future. You are required to preserve all such additional records in your possession, custody, or control. These records include, but are not limited to, those related to any information you provide in this Form. Unreasonable failure to preserve, and later provide upon request, such records and information will result in the claim being denied without the right to an appeal.

I. DERIVATIVE CLAIMANT INFORMATION

Everyone must complete this section

Enter only the **Derivative Claimant's** information in this Section I.

Settlement Program ID

Derivative
Claimant Name

First

M.I.

Last

Suffix

Derivative Claimant Social Security Number,
Taxpayer ID, or Foreign ID (if not a U.S. Citizen)

_____ - _____ - _____

or

Derivative Claimant Date of Birth

____/____/____
(Month/Day/Year)

Derivative Claimant Date of Death (if applicable)

____/____/____
(Month/Day/Year)

Derivative Claimant Gender
(for Lien purposes only)

☐

Male

☐

Female

Derivative
Claimant
Mailing
Address

Address 1

Address 2

City

State/Province

Postal Code

Country

Derivative
Claimant
Telephone

_____ - _____ - _____

Derivative
Claimant
Email Address

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II. DERIVATIVE CLAIMANT REPRESENTATIVE INFORMATION

If you are an authorized representative ordered by a court or other official of competent jurisdiction under applicable state law of a living Derivative Claimant who is a minor, legally incapacitated, or incompetent, fill out this Section II with your own information. If you are the Derivative Claimant and entered your information in Section I, skip this section and go to Section III.

Representative Name	First	M.I.	Last	Suffix																				
Representative Date of Birth	<table><tr><td></td><td></td><td>/</td><td></td><td></td><td>/</td><td></td><td></td><td></td><td></td></tr><tr><td colspan="10">(Month/Day/Year)</td></tr></table>						/			/					(Month/Day/Year)									
		/			/																			
(Month/Day/Year)																								
Representative Mailing Address	Address 1																							
	Address 2																							
	City																							
	State/Province																							
	Postal Code		Country																					
Representative Telephone	<table><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>						-								Representative Email Address									
				-																				

III. ATTORNEY INFORMATION

If you are represented by an attorney, enter the attorney's information in this Section III. If you are not represented by an attorney, skip this section and go to Section IV.

Attorney Name	First	M.I.	Last	Suffix												
Law Firm Name																
Law Firm Mailing Address	Address 1															
	Address 2															
	City															
	State/Province															
	Postal Code		Country													
Attorney Telephone	<table><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>						-								Attorney Email Address	
				-												

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IV. RETIRED NFL FOOTBALL PLAYER INFORMATION Everyone must complete this section

Enter in this Section IV the information for the Retired NFL Football Player with whom you assert a relationship for this claim.

Retired NFL Football Player Name	First	M.I.	Last	Suffix

Social Security Number, Taxpayer ID or Foreign ID Number of Retired NFL Football Player (if he is/was not a U.S. Citizen) (if known)	- - or
---	--

Retired NFL Football Player Date of Birth	/ / (Month/Day/Year)
--	---

Retired NFL Football Player Last Known Address	Address 1	
	Address 2	
	City	
	State/Province	
	Postal Code	Country

Retired NFL Football Player Telephone	_ _ _ - _ _ _ - _ _ _ _ _	Retired NFL Football Player Email Address	
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Your Relationship to Retired NFL Football Player	☐ Spouse ☐ Parent ☐ Child
	☐ Other _____
	If you would like to provide any additional explanation about this relationship, you may do so in the space below:

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V. LIEN INFORMATION

Identify any known Lien of any nature whatsoever. Such a Lien may include, without limitation, any mortgage, lien, pledge, charge, security interest, or legal encumbrance held by any person or entity (such as an attorney, child support agency, federal or state tax agency, or judgment creditor), where that person or entity may be legally entitled to a share of any Derivative Claimant Award that you may receive.

You must also attach to this Derivative Claim Form a copy of the letter, form, or writing from such person or entity informing you of this Lien.

Name of Lienholder: _____

Amount of Lien: \$ _____ , _____ . _____

Contact Information for Lienholder: _____

Nature of Lien: _____

VI. BANKRUPTCY INFORMATION

Have you ever been a debtor in a bankruptcy proceeding?

☐ **YES** If you answered Yes, provide additional information about the bankruptcy proceeding. Then go to Section VII.

☐ **NO** If you answered No, go to Section VII.

U.S. Bankruptcy Court, _____ District of _____
(District Name) (State)

Case Number: _____ - _____

Chapter: ☐ Chapter 7 ☐ Chapter 11 ☐ Chapter 12 ☐ Chapter 13

Date bankruptcy was filed: _____
(Month/Day/Year)

If closed, date bankruptcy was closed: _____
(Month/Day/Year)

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VII. RELEASE

As more fully set forth in the Settlement Agreement, all Settlement Class Members, among others including you, have released the National Football League, NFL Properties LLC and any Member Club, among others, from all claims and liabilities arising out of, or relating to, the allegations in the Class Action Complaint and other similar lawsuits. In addition, as more fully set forth in the Settlement Agreement, all Settlement Class Members have promised not to commence, and to withdraw and seek dismissal of, any litigation or other proceeding asserting a claim that the Settlement Class Member has released. For example, you, as a Settlement Class Member, have agreed not to sue the NFL Parties, the NFL's Member Clubs and other related persons or entities in connection with any claim you may have now or in the future relating to any head, brain and/or cognitive injury, as well as any injuries arising out of, or relating to, concussions and/or subconcussive events of whatever cause and its damages, whenever arising.

The above paragraph is an incomplete summary of the Releases and Covenants in the Settlement Agreement. Nothing in the above paragraph limits, expands, or in any way alters the terms of the Settlement Agreement. The Settlement Agreement is available at <https://www.nflconcussionsettlement.com>.

Releases.

(a) In consideration of the benefits described and the agreement and covenants contained in the Settlement Agreement, and by operation of the Final Order and Judgment, I, on my own behalf and on behalf of my respective predecessors, successors, assigns, assignors, representatives, attorneys, agents, trustees, insurers, heirs, next of kin, estates, beneficiaries, executors, administrators, and any natural, legal, or juridical person or entity to the extent he, she, or it is entitled to assert any claim on my behalf (hereafter "I", "My" or "Me"), hereby waive and release, forever discharge and hold harmless the Released Parties, and each of them, of and from any and all past, present and future claims, counterclaims, actions, rights or causes of action, liabilities, suits, demands, damages, losses, payments, judgments, debts, dues, sums of money, costs and expenses (including, without limitation, attorneys' fees and costs), accounts, reckonings, bills, covenants, contracts, controversies, agreements, obligations, or promises, in law or in equity, contingent or non-contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, whether direct, representative, class or individual in nature, in any forum that I had, have, or may have in the future arising out of, in any way relating to or in connection with the allegations, transactions, facts, matters, occurrences, representations or omissions involved, set forth, referred to or relating to the Class Action Complaint and/or Related Lawsuits ("Claims"), including, without limitation, Claims:

- (i) that were, are or could have been asserted in the Class Action Complaint or any other Related Lawsuit; and/or
- (ii) arising out of, or relating to, head, brain and/or cognitive injury, as well as any injuries arising out of, or relating to, concussions and/or subconcussive events (including, without limitation, prevention, diagnosis and treatment thereof) of whatever cause and its damages (whether short-term, long-term or death), whenever arising, including, without limitation, Claims for personal or bodily injury, including disease, mental or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life (and exacerbation and/or progression of personal or bodily injury), or wrongful death and/or survival actions as a result of such injury and/or exacerbation and/or progression thereof; and/or
- (iii) arising out of, or relating to, neurocognitive deficits or impairment, or cognitive disorders, of whatever kind or degree, including, without limitation, mild cognitive impairment, moderate cognitive impairment, dementia, Alzheimer's Disease, Parkinson's Disease, and ALS; and/or
- (iv) arising out of, or relating to, CTE; and/or

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- (v) arising out of, or relating to, loss of support, services, consortium, companionship, society, or affection, or damage to familial relations (including disease, mental or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life); and/or
- (vi) arising out of, or relating to, increased risk, possibility, or fear of suffering in the future from any head, brain and/or cognitive injury, as well as any injuries arising out of, or relating to, concussions and/or subconcussive events (including, without limitation, prevention, diagnosis and treatment thereof), and including disease, mental or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life); and/or
- (vii) arising out of, or relating to, medical screening and medical monitoring for undeveloped, unmanifested, and/or undiagnosed head, brain and/or cognitive injury, as well as any injuries arising out of, or relating to, concussions and/or subconcussive events (including, without limitation, prevention, diagnosis and treatment thereof); and/or
- (viii) premised on any purported or alleged breach of any Collective Bargaining Agreement related to the issues in the Class Action Complaint and/or Related Lawsuits, except claims for workers' compensation and claims alleging entitlement to NFL CBA Medical and Disability Benefits.

(b) In consideration of the benefits described and the agreement and covenants contained in the Settlement Agreement, and by operation of the Final Order and Judgment, I do hereby release, forever discharge and hold harmless the Released Parties from any and all Claims, including unknown Claims, arising from, relating to, or resulting from the reporting, transmittal of information, or communications between or among the NFL Parties, Counsel for the NFL Parties, the Special Master, Claims Administrator, Lien Resolution Administrator, any Governmental Payor, and/or Medicare Part C or Part D Program sponsor regarding any claim for benefits under the Settlement Agreement, including any consequences in the event that this Settlement Agreement impacts, limits, or precludes My right to benefits under Social Security or from any Governmental Payor or Medicare Part C or Part D Program sponsor.

(c) In consideration of the benefits described and the agreement and covenants contained in the Settlement Agreement, and by operation of the Final Order and Judgment, I do hereby release, forever discharge and hold harmless the Released Parties from any and all Claims, including unknown Claims, pursuant to the MSP Laws, or other similar causes of action, arising from, relating to, or resulting from the failure or alleged failure of any of the Released Parties to provide for a primary payment or appropriate reimbursement to a Governmental Payor or Medicare Part C or Part D Program sponsor with a Lien in connection with claims for medical items, services, and/or prescription drugs provided in connection with compensation or benefits claimed or received by Me pursuant to the Settlement Agreement.

(d) In consideration of the benefits described and the agreement and covenants contained in the Settlement Agreement, and by operation of the Final Order and Judgment, I do hereby release, forever discharge and hold harmless the Released Parties, the Special Master, BAP Administrator, Claims Administrator, and their respective officers, directors, and employees from any and all Claims, including unknown Claims, arising from, relating to, or resulting from their participation, if any, in the BAP, including, but not limited to, Claims for negligence, medical malpractice, wrongful or delayed diagnosis, personal injury, bodily injury (including disease, trauma, mental or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life), or death arising from, relating to, or resulting from such participation.

Release of Unknown Claims.

In connection with the releases in Section 18.1 of the Settlement Agreement, I acknowledge that I am aware that I may hereafter discover Claims now unknown or unsuspected, or facts in addition to or different from those which I now know or believe to be true, with respect to actions or matters released herein. I explicitly took unknown or unsuspected claims into account in entering into the Settlement Agreement and it is My intention fully, finally and

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forever to settle and release all Claims as provided in Section 18.1 of the Settlement Agreement with respect to all such matters.

Scope of Releases.

(a) I acknowledge that I have been informed of Section 1542 of the Civil Code of the State of California (and similar statutes) by My counsel and that I do hereby expressly waive and relinquish all rights and benefits, if any, which I have or may have under said section (and similar sections) which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR

(b) I acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code and all similar provisions of the statutory or common law of any other state, territory, or other jurisdiction was separately bargained for and that the Parties would not have entered into the Settlement Agreement unless it included a broad release of unknown claims relating to the matters released herein.

(c) I intend to be legally bound by the Releases.

(d) The Releases are not intended to prevent the NFL Parties from exercising their rights of contribution, subrogation, or indemnity under any law.

(e) Nothing in the Releases will preclude any action to enforce the terms of the Settlement Agreement in the Court.

(f) I represent and warrant that no promise or inducement has been offered or made for the Releases contained in this Article except as set forth in the Settlement Agreement and that the Releases are executed without reliance on any statements or any representations not contained in the Settlement Agreement.

Covenant Not to Sue.

From and after the Effective Date, for the consideration provided for in the Settlement Agreement, and by operation of the Final Order and Judgment, I covenant, promise, and agree that I will not, at any time, continue to prosecute, commence, file, initiate, institute, cause to be instituted, assist in instituting, or permit to be instituted on My behalf, or on behalf of any other individual or entity, any proceeding: (a) alleging or asserting any of his or her respective Released Claims against the Released Parties in any federal court, state court, arbitration, regulatory agency, or other tribunal or forum, including, without limitation, the Claims set forth in Section 18.1 of the Settlement Agreement; or (b) challenging the validity of the Releases. To the extent any such proceeding exists in any court, tribunal or other forum as of the Effective Date, I covenant, promise and agree to withdraw, and seek a dismissal with prejudice of, such proceeding forthwith.

No Release for Insurance Coverage.

(a) Notwithstanding anything herein to the contrary, the Settlement Agreement is not intended to and does not release any Governmental Payor or Medicare Part C or Part D Program sponsor from its or their obligation to provide any health insurance coverage, major medical insurance coverage, or disability insurance coverage to a Settlement Class Member, or from any claims, demands, rights, or causes of action of any kind that a Settlement Class Member has or hereafter may have with respect to such individuals or entities.

(b) Notwithstanding anything herein to the contrary, the Settlement Agreement is not intended to and does not effect a release of any rights or obligations that any insurer has under or in relation to any contract or policy of

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insurance to any named insured, insured, additional insured, or other insured person or entity thereunder, including those persons or entities referred to in Section 2.1(bbbb)(i)-(ii) of the Settlement Agreement.

No Release for Claims for Workers' Compensation and NFL CBA Medical and Disability Benefits.

Nothing contained in the Settlement Agreement, including the Release and Covenant Not to Sue provisions in ARTICLE XVIII of the Settlement Agreement, affects My rights to pursue claims for workers' compensation and claims alleging entitlement to NFL CBA Medical and Disability Benefits. For the avoidance of any doubt, the Settlement Agreement does not alter the showing that I must demonstrate to pursue successful claims for workers' compensation and/or successful claims alleging entitlement to NFL CBA Medical and Disability Benefits, nor does it alter the defenses to such claims available to Released Parties except as set forth in ARTICLE XXIX of the Settlement Agreement.

Judgment Reduction.

(a) With respect to any litigation by Me against Riddell, I further agree that if a verdict in My favor results in a verdict or judgment for contribution or indemnity against the Released Parties, I will not enforce My right to collect this verdict or judgment to the extent that such enforcement creates liability against the Released Parties. In such event, I agree that I will reduce My claim or agree to a judgment reduction or satisfy the verdict or judgment to the extent necessary to eliminate the claim of liability against the Released Parties or any Other Party claiming contribution or indemnity.

(b) Any judgment or award obtained by Me against any alleged tortfeasor, co-tortfeasor, co-conspirator or co-obligor, other than Riddell, by reason of judgment or settlement, for any claims that are or could have been asserted in the Class Action Complaint or in any Related Lawsuit, or that arise out of or relate to any claims that are or could have been asserted in the Class Action Complaint or in any Related Lawsuit, or that arise out of or relate to any facts in connection with the Class Action Complaint or any Related Lawsuit (collectively, "Tortfeasors"), shall be reduced by the amount or percentage, if any, necessary under applicable law to relieve the Released Parties of all liability to such Tortfeasors on claims for contribution or indemnity (whether styled as a claim for contribution, indemnity or otherwise). Such judgment reduction, partial or complete release, settlement credit, relief, setoff, if any, shall be in an amount or percentage sufficient under applicable law to compensate such Tortfeasors for the loss of any such claims for contribution or indemnity (whether styled as a claim for contribution, indemnity, or otherwise) against the Released Parties.

No Assignment of Claims.

I have not assigned, will not assign, and will not attempt to assign, to any person or entity other than the NFL Parties any rights or claims relating to the subject matter of the Class Action Complaint. Any such assignment, or attempt to assign, to any person or entity other than the NFL Parties any rights or claims relating to the subject matter of the Class Action Complaint will be void, invalid, and of no force and effect and the Claims Administrator shall not recognize any such action.

VIII. DUTY TO UPDATE

You must promptly notify the Claims Administrator of any changes or updates to the information in your Derivative Claim Form, including whether a person or entity asserts a Lien or entitlement to any monies received under the Settlement Agreement, and any change in mailing address or other contact information.

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IX. SIGNATURE

By signing below, I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that all information provided in this Derivative Claim Form, and in any attachments, is true and correct to the best of my knowledge, information, and belief.

Signature		Date	<table><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td colspan="10"></td><td>/</td><td>/</td><td colspan="10"></td></tr><tr><td colspan="10"></td><td colspan="10">(Month/Day/Year)</td></tr></table>																															/	/																					(Month/Day/Year)									
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Printed Name	First	M.I.	Last																																																														

X. HOW TO SUBMIT THIS DERIVATIVE CLAIM FORM

By Mail: (must be postmarked on or before the deadline date)	NFL Concussion Settlement Claims Administrator P.O. Box 25369 Richmond, VA 23260
By Delivery: (must be placed with the carrier on or before the deadline date)	NFL Concussion Settlement c/o BrownGreer PLC 250 Rocketts Way Richmond, VA 23231