



CONCUSSION SETTLEMENT

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION
No. 2:12-md-02323 (E.D. Pa.)

MAF CLAIM PACKAGE FOR RETIRED NFL FOOTBALL PLAYERS AND REPRESENTATIVE CLAIMANTS

YOU MUST REGISTER BEFORE YOU SUBMIT THIS CLAIM PACKAGE

This MAF Claim Package contains:

1. The Claim Form and Claim Form Instructions Booklet;
2. Two different Diagnosing Physician Certification Forms; and
3. The Monetary Award Claim Package HIPAA Authorization Form.

Follow the instructions for each document and fill out all of the fields to the best of your knowledge.

You also must submit:

1. Medical records that reflect your Qualifying Diagnosis; and
2. Records showing your employment and participation in NFL Football.

If you have any questions or need any help completing your claim package:

Call 1-855-887-3485

Email ClaimsAdministrator@NFLConcussionSettlement.com

Visit www.NFLConcussionSettlement.com

NFL

CONCUSSION SETTLEMENT

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION
No. 2:12-md-02323 (E.D. Pa.)

INSTRUCTIONS FOR COMPLETING THE NFL CONCUSSION SETTLEMENT CLAIM FORM

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1. HOW TO FILL OUT THE CLAIM FORM

GENERAL INSTRUCTIONS

These instructions will take you step-by-step through the hard copy Claim Form. It may be easier to complete this Claim Form online, which you can do by visiting the NFL Concussion Settlement website at www.nflconcussionsettlement.com and following the instructions there. If you are represented by counsel, consult with your attorney about your responses to the Claim Form and the requirements for a complete Claim Package.

Complete this Claim Form only if you are a **Retired NFL Football Player** or the **Representative Claimant** of a Retired NFL Football Player who is a Settlement Class Member and want to submit a claim for a Monetary Award. Do not use this Claim Form if you are a **Derivative Claimant** of a Retired NFL Football Player and want to submit a Derivative Claimant Claim Package. There is a separate Claim Form for Derivative Claimants available on the NFL Concussion Settlement website.

Type all responses or print clearly in blue or black ink. If there is not enough space for your responses, copy the applicable page to add the additional information and attach it to the completed Claim Form. The capitalized terms in this form are defined in the Settlement Agreement, which is available at <http://nflconcussionsettlement.com> or by calling toll free 1-855-887-3485. For your convenience, there also is a glossary of select terms included at the end of these instructions. Your Claim Package must include:

1. This Claim Form;
2. The Diagnosing Physician Certification Form (available on the NFL Concussion Settlement website);
3. All medical records created by or received from your diagnosing physician or medical professional in connection with your Qualifying Diagnosis;
4. The HIPAA Authorization for Disclosure of Medical Records and Disclosure of Protected Health Information; and
5. Records demonstrating your employment and participation in NFL Football.

Under limited circumstances, the absence of certain Claim Package materials may be excused, as set forth in Section 8.2(a)(i)-(iii) of the Settlement Agreement. **For Qualifying Diagnoses made on or before February 6, 2017, your Claim Package must have been submitted to the Claims Administrator by February 6, 2019. For Qualifying Diagnoses made after February 6, 2017, you must submit your Claim Package to the Claims Administrator no later than two years after the date your Qualifying Diagnosis was made. Failure to meet your deadline will preclude you from receiving a Monetary Award for that Qualifying Diagnosis unless you can: (1) show substantial hardship (beyond the Qualifying Diagnosis) that prevented your compliance; and (2) submit the Claim Package within two years of the missed deadline.**

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 and to instruct your health care providers to preserve such records that may be requested under Section 10.3(e) of the Settlement Agreement. These documents include but are not limited to historical medical records related to the underlying medical condition that is the basis for the claimed Qualifying Diagnosis. Unreasonable failure to preserve and provide all records and information requested by the Claims Administrator in connection with an audit within the time frame specified will result in the claim being denied without the right to an appeal.

1. HOW TO FILL OUT THE CLAIM FORM**I. RETIRED NFL FOOTBALL PLAYER INFORMATION**

Enter the Retired NFL Football Player's information in Section I.

	Name of Field	Instructions
1.	Settlement Program ID	Enter the Retired NFL Football Player's nine-digit Settlement Program ID. You can find it in Section I of the Notice of Registration Determination.
2.	Player Name	Enter the Retired NFL Football Player's first name, middle initial, last name and suffix (if applicable).
3.	Player Date of Birth	Enter the Retired NFL Football Player's date of birth in this format: MM/DD/YYYY.
4.	Player Mailing Address	Enter the Retired NFL Football Player's mailing address as follows: (a) street address or P.O. box number in "Address 1"; (b) unit, suite, or apartment number in "Address 2"; (c) city; (d) state or province (if in a foreign country); (e) zip or postal code; and (f) country.
5.	Player Telephone	Enter the Retired NFL Football Player's area code and telephone number.
6.	Player Email Address	Enter the Retired NFL Football Player's email address.

II. REPRESENTATIVE CLAIMANT INFORMATION

If you are the Representative Claimant of a Retired NFL Football Player who is deceased, or legally incapacitated or incompetent, enter your information in Section II. Do not complete Section II if you are a Retired NFL Football Player and provided your information in Section I. If you are a Representative Claimant for a Retired NFL Football Player who died or became legally incapacitated or incompetent after he registered, you must inform us of the change and must register promptly as his representative to pursue any Monetary Award or Supplemental Monetary Award in the Program.

	Name of Field	Instructions
7.	Representative Name	Enter the Representative Claimant's first name, middle initial, last name and suffix (if applicable).
8.	Representative Date of Birth	Enter the Representative Claimant's date of birth in this format: MM/DD/YYYY.
9.	Representative Mailing Address	Enter the Representative Claimant's mailing address as follows: (a) street address or P.O. box number in "Address 1"; (b) unit, suite, or apartment number in "Address 2"; (c) city; (d) state or province (if in a foreign country); (e) zip or postal code; and (f) country.
10.	Representative Telephone	Enter the Representative Claimant's area code and telephone number.
11.	Representative Email Address	Enter the Representative Claimant's email address.

1. HOW TO FILL OUT THE CLAIM FORM**III. ATTORNEY INFORMATION**

If you are represented by an attorney, enter the attorney's information in Section III. We will direct all future communications about this claim to the designated attorney.

12.	Attorney Name	Enter the attorney's first name, middle initial, last name and suffix (if applicable).
13.	Law Firm Name	Enter the name of the attorney's law firm.
14.	Law Firm Mailing Address	Enter the attorney's mailing address as follows: (a) street address or P.O. box number in "Address 1"; (b) unit, suite, or office number in "Address 2"; (c) city; (d) state or province (if in a foreign country); (e) zip or postal code; and (f) country.
15.	Attorney Telephone	Enter the attorney's area code and telephone number.
16.	Attorney Email Address	Enter the attorney's email address.

IV. NFL FOOTBALL EMPLOYMENT INFORMATION

Provide the Retired NFL Football Player's NFL Football employment history, including employment and participation records that show the number of Eligible Seasons. Examples of such records include: (1) reproductions of historical player profiles, career statistics, or game logs from the NFL's official website (currently, NFL.com); (2) relevant Bert Bell/Pete Rozelle NFL Player Retirement Plan documentation, or documentation from any successor plan; (3) pay stubs; (4) employment records of Member Clubs; and (5) verifiable game records of Member Clubs. If the Retired NFL Football Player was employed by more than ten teams, copy page 3 to provide the additional information and attach it to the completed Claim Form.

17.	Retired NFL Football Player's Employment History	Provide the Retired NFL Football Player's team(s) and year(s) of employment by entering the: (a) League; (b) Member Club/Team; (c) Start Date; (d) End Date; and (e) Squad Type (Active List or Active Roster, injured reserve list, inactive list, or taxi, practice, and/or developmental squads). List the specific years rather than the seasons using this format: MM/YYYY. If a Retired NFL Football Player played for a given team during non-consecutive seasons, record the team employment separately for each time period. Similarly, if the Squad Type varied for a particular season, record separate entries for each Squad Type.
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V. QUALIFYING DIAGNOSIS/ES

18.	Qualifying Diagnosis/es Information	Check the applicable Qualifying Diagnosis/es and enter the date of diagnosis for each using this format: MM/DD/YYYY. Enter the state in which the Retired NFL Football Player was domiciled at the time of the Qualifying Diagnosis. Identify the medical professional who diagnosed each condition and enter his or her first name, middle initial, last name and suffix (if applicable). If the Retired NFL Football Player was diagnosed with either Level 1.5 or Level 2 Neurocognitive Impairment during the Baseline Assessment Program ("BAP"), provide the name of both the diagnosing neuropsychologist and the diagnosing board-certified neurologist.
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1. HOW TO FILL OUT THE CLAIM FORM

VI. ADDITIONAL MEDICAL INFORMATION

Section VI addresses whether the Retired NFL Football Player suffered a Stroke or Traumatic Brain Injury **before** his Qualifying Diagnosis. Check the appropriate box for each injury. If the Retired NFL Football Player was diagnosed with more than one Stroke or Traumatic Brain Injury before the Qualifying Diagnosis, copy page 5 to provide the additional information and attach it to the completed Claim Form.

VI.A. Stroke

If the Retired NFL Football Player suffered a Stroke before the Qualifying Diagnosis, check YES. If the Retired NFL Player did **not** suffer a Stroke before the Qualifying Diagnosis, check NO. If you check YES, you must provide the following information.

19.	Date of Stroke Diagnosis	Enter the date of the Stroke using this format: MM/DD/YYYY.
20.	Medical professional who diagnosed the Stroke	Identify the medical professional who diagnosed the Stroke. Enter his or her first name, middle initial, last name and suffix (if applicable).
21.	Causal Relation of Qualifying Diagnosis to Stroke	If you suffered a prior Stroke, but you believe that the Qualifying Diagnosis for which you are making a claim is not causally related to the Stroke, check the box. You must also submit medical records and other evidence supporting this assertion. If these records establish by clear and convincing evidence that the Qualifying Diagnosis is not causally related to the Stroke, no Offset will apply. If you provide information regarding a Stroke but do not check this box, we will apply an Offset, which will result in a 75% reduction of any Monetary Award.

VI.B. Traumatic Brain Injury

If the Retired NFL Football Player suffered a severe traumatic brain injury unrelated to NFL Football play that occurred during or after the time he played NFL Football and before the Qualifying Diagnosis, check YES. A severe traumatic brain injury is one that caused the Retired NFL Football Player to lose consciousness for more than 24 hours. If the Retired NFL Player did **not** suffer a severe traumatic brain injury before the Qualifying Diagnosis, check NO. If you check YES, you must provide the following information.

22.	Date of Traumatic Brain Injury	Enter the date of the Traumatic Brain Injury using this format: MM/DD/YYYY.
23.	Medical professional who diagnosed the Traumatic Brain Injury	Identify the medical professional who diagnosed the Traumatic Brain Injury. Enter his or her first name, middle initial, last name and suffix (if applicable).
24.	Causal Relation of Qualifying Diagnosis to Traumatic Brain Injury	If you suffered a prior Traumatic Brain Injury, but you believe that the Qualifying Diagnosis for which you are making a claim is not causally related to the Traumatic Brain Injury, check the box. You must also submit medical records and other evidence supporting this assertion. If these records establish by clear and convincing evidence that the Qualifying Diagnosis is not causally related to the Traumatic Brain Injury, no Offset will apply. If you provide information regarding a Traumatic Brain Injury but do not check this box, we will apply an Offset, which will result in a 75% reduction of any Monetary Award.

1. HOW TO FILL OUT THE CLAIM FORM

VII. MEDICARE, MEDICAID AND OTHER LIEN INFORMATION

Section VII addresses whether the Retired NFL Football Player: (1) has participated in a government or private medical plan; or (2) has any Liens that could be asserted against a potential Monetary Award. If so, and there is a potential Lien to be asserted against the Monetary Award, check YES then complete the appropriate section or sections. If you need to identify multiple programs, entities, or lienholders, copy the applicable page to provide the additional information and attach it to the completed Claim Form. If the Retired NFL Football Player has no potential Lien that could be asserted against the Monetary Award, check NO.

VII.A. Medicare

25.	Has the Retired NFL Football Player been enrolled at any time in a Medicare Part A or Part B program?	If the Retired NFL Football Player has been enrolled at any time in either a Medicare Part A or Part B plan, enter the following information about the Medicare plan: (a) HICN (Medicare Claim #); and (b) enrollment date using this format: MM/DD/YYYY.
26.	Has the Retired NFL Football Player been enrolled at any time in a Medicare Part C program?	If the Retired NFL Football Player has been enrolled at any time in a Medicare Part C program, enter the following information about the Medicare plan: (a) name of the plan; (b) member number for the plan; and (c) enrollment date using this format: MM/DD/YYYY.
27.	Has the Retired NFL Football Player been enrolled at any time in a Medicare Part D program?	If the Retired NFL Football Player has been enrolled at any time in a Medicare Part D program, enter the following information about the Medicare plan: (a) name of the plan; and (b) member number for the plan.

VII.B. Medicaid

28.	If the Retired NFL Football Player is currently enrolled in a state Medicaid Program, provide the following information	Enter the following information about the state Medicaid Program: (a) Medical ID number; (b) abbreviation for the state of issuance; and (c) enrollment date using this format: MM/DD/YYYY.
29.	If the Retired NFL Football Player has been enrolled in any other state Medicaid Program at any time, provide the following information	Enter the following information about any additional state Medicaid Program(s): (a) Medical ID number; (b) abbreviation for the state of issuance; and (c) enrollment date using this format: MM/DD/YYYY.

VII.C. Department of Veterans Affairs, TRICARE, or Indian Health Service

30.	Department of Veterans Affairs health care or prescription drug benefits	Check the box labeled "Department of Veterans Affairs health care or prescription drug benefits," if applicable, and enter the following information: (a) Claim Number; (b) Dates of Enrollment using this format: MM/DD/YYYY; (c) Branch; (d) Sponsor; (e) Sponsor SSN; and (f) Treating Facility.
31.	TRICARE health care or prescription drug benefits	Check the box labeled "TRICARE health care or prescription drug benefits," if applicable, and enter the following information: (a) Claim Number; (b) Dates of Enrollment using this format: MM/DD/YYYY; (c) Branch; (d) Sponsor; (e) Sponsor SSN; and (f) Treating Facility.

1. HOW TO FILL OUT THE CLAIM FORM

32.	Indian Health Service health care or prescription drug benefits	Check the box labeled "Indian Health Service health care or prescription drug benefits," if applicable, and enter the following information: (a) Claim Number; (b) Dates of Enrollment using this format: MM/DD/YYYY; (c) Branch; (d) Sponsor; (e) Sponsor SSN; (f) Tribe; and (g) Treating Facility.
VII.D. Other Governmental Payor		
33.	If at any time the Retired NFL Football Player was entitled to receive medical items, services, and/or prescription drugs from any federal, state, or other governmental body, agency, department, plan, program, or entity that administers, funds, pays, contracts for, or provides medical items, services, and/or prescription drugs not previously listed above, provide the following information	Enter the following information about any Other Governmental Payors: (a) name of each entity; (b) policyholder name; (c) policy number; and (d) the medical condition for which the entity provided assistance.
VII.E. Private Healthcare Insurance		
34.	If the Retired NFL Football Player has received medical treatment for the Qualifying Diagnosis/es that was covered by a private insurance plan or other form of payment, provide the following information for every such plan or entity	Enter the following information about the additional medical treatment you received: (a) name of each entity; (b) policyholder name; (c) policy number; and (d) the medical condition for which the entity provided medical treatment. Do not record disability or medical benefits available under the NFL Collective Bargaining Agreement, including the benefits available under the Bert Bell/Pete Rozelle NFL Player Retirement Plan; NFL Player Supplemental Disability Plan, including the Neuro-Cognitive Disability Benefit provided for under Article 65 of the Collective Bargaining Agreement; the 88 Plan; Gene Upshaw NFL Player Health Reimbursement Account Plan; Former Player Life Improvement Plan; NFL Player Insurance Plan; and/or the Long Term Care Insurance Plan.

1. HOW TO FILL OUT THE CLAIM FORM

VII.F. Other Lien Information

35.	Identify any known Lien of any nature whatsoever not identified previously in Section VII	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 Monetary Award that you may receive. Enter the name of the lienholder and the amount of the Lien. Enter whatever contact information you have for the lienholder, including mailing address, email address, and telephone number. Provide a brief description of the lien (e.g., child support garnishment). You must also provide a copy of the letter, form, or writing from the lienholder that informed you of the Lien.
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VIII. BANKRUPTCY INFORMATION

36.	If at any time the Retired NFL Football Player has been a debtor in a bankruptcy proceeding, provide the following information	If at any time the Retired NFL Football Player was a debtor in a bankruptcy proceeding, check YES. Enter the District Name and State for the U.S. Bankruptcy Court overseeing the case. Enter the seven-digit case number and check the appropriate box to indicate the bankruptcy chapter. Enter the bankruptcy filing date (i.e., the date the petition was filed to begin the case) using this format: MM/DD/YYYY. If the bankruptcy is closed, enter the closing date using the same MM/DD/YYYY format. If the case is still open, leave this space blank, even if you already received a discharge. If the Retired NFL Football Player has never been a debtor in a bankruptcy proceeding, check NO.
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IX. RELEASE

By signing this Claim Form you acknowledge that 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. Read this section carefully, but **DO NOT** delete, modify, or otherwise redact any language in this section. **You must submit all pages of the Claim Form.**

X. DUTY TO UPDATE

It is your responsibility to notify the Claims Administrator of any changes or updates to your information. You must promptly notify the Claims Administrator of any changes or updates to the information in your Claim Form, including any changes in your medical condition, whether a person or entity asserts a lien or entitlement to any monies received under the Settlement Agreement, and any change in mailing address.

1. HOW TO FILL OUT THE CLAIM FORM

XI. SIGNATURE

A **Personal Signature** is required from either the Retired NFL Player or the Representative Claimant, as applicable, in Section XI of the Claim Form. A Personal Signature is an actual original “wet ink” signature on a hard copy of this Claim Form, or a PDF or other electronic image of an actual signature. Attorneys **cannot** sign this Claim Form on behalf of their clients as it is prohibited by Section 30.2(a) of the Settlement Agreement.

31.	Signature	Sign your full name.
32.	Date	Enter the date that you signed the Claim Form using this format: MM/DD/YYYY.
33.	Printed Name	Enter your first name, middle initial, last name and suffix (if applicable).

2. HOW TO SUBMIT THE CLAIM FORM

Submit the Claim Form using one of these methods. **Do not return this instruction booklet with the 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

3. HOW TO ASK QUESTIONS ABOUT THE CLAIM FORM

If you have any questions about the Claim Form or the Settlement Program, contact the Claims Administrator using one of these methods, or visit www.nflconcussionsettlement.com to view a list of Frequently Asked Questions.

U.S. Mail	NFL Concussion Settlement Claims Administrator P.O. Box 25369 Richmond, VA 23260
Email	ClaimsAdministrator@NFLConcussionSettlement.com
Toll-Free Telephone Number	1-855-887-3485
Law Firm Contacts	If you are an attorney, call or email your law firm contact directly.

4. USEFUL SETTLEMENT AGREEMENT DEFINITIONS

1.	Active List means the list of all players physically present, eligible and under contract to play for a Member Club on a particular game day within any applicable roster or squad limits set forth in the applicable NFL or American Football League Constitution and Bylaws.
2.	Active Roster means the list of all players physically present, eligible and under contract to play on a World League of American Football, NFL Europe League, or NFL Europa League team. For the avoidance of any doubt, a player on the Active Roster is not assigned to the Inactive List or Injured List.
3.	Derivative Claimants mean spouses, parents, children who are dependents, or any other persons who properly under applicable state law assert the right to sue independently or derivatively by reason of their relationship with a Retired NFL Football Player or deceased Retired NFL Football Player.
4.	Eligible Season means a season in which a Retired NFL Football Player or deceased Retired NFL Football Player was: (i) on a Member Club's Active List on the date of three or more regular season or postseason games; or (ii) 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 due to a concussion or head injury. A "half of an Eligible Season" means a season in which a Retired NFL Football Player or deceased Retired NFL Football Player was: (i) on a Member Club's practice, developmental, or taxi squad roster for at least eight regular or postseason games; or (ii) 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 season or postseason games or on the active roster on the date of 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 injured reserve list or team inactive list due to a concussion or head injury.
5.	Governmental Payor means any federal, state, or other governmental body, agency, department, plan, program, or entity that administers, funds, pays, contracts for, or provides medical items, services, and/or prescription drugs, including, but not limited to, the Medicare Program, the Medicaid Program, TRICARE, the Department of Veterans Affairs, and the Indian Health Service.
6.	Lien means any statutory lien of a Government Payor or Medicare Part C or Part D Program sponsor; or any mortgage, lien, pledge, charge, security interest, or legal encumbrance, of any nature whatsoever, held by any person or entity, where there is a legal obligation to withhold payment of a Monetary Award, Supplemental Monetary Award, Derivative Claimant Award, or some portion thereof, to a Settlement Class Member under applicable federal or state law.
7.	Member Club means any past or present member club of the NFL or any past member club of the American Football League.
8.	Monetary Award means the payment of money from the Monetary Award Fund to a Settlement Class Member, other than a Derivative Claimant, as set forth in ARTICLE VI of the Settlement Agreement. The term "Monetary Award" shall also include "Supplemental Monetary Award" with respect to the claims process set forth in the Settlement Agreement, including, without limitation, relating to submission and approval of claims, calculation and distribution of awards, and appeals.
9.	NFL Football means the sport of professional football as played in the NFL, the American Football League, the World League of American Football, the NFL Europe League, and the NFL Europa League. NFL Football excludes football played by all other past, present or future professional football leagues, including, without limitation, the All-American Football Conference.

4. USEFUL SETTLEMENT AGREEMENT DEFINITIONS

10.	NFL Medical Committees mean the various past and present medical committees, subcommittees and panels that operated or operate at the request and/or direction of the NFL, whether independent or not, including, without limitation, the Injury and Safety Panel, Mild Traumatic Brain Injury Committee, Head Neck and Spine Medical Committee, General Medical Committee, Musculoskeletal Committee, Foot and Ankle Subcommittee, Cardiovascular Health Subcommittee, and Medical Grants Subcommittee, and all persons, whether employees, agents or independent of the NFL, who at any time were members of or participated on each such panel, committee, or subcommittee.
11.	NFL Parties mean the National Football League and NFL Properties LLC.
12.	Offsets mean downward adjustments to Monetary Awards, as set forth in Section 6.7(b) of the Settlement Agreement.
13.	Personal Signature means the actual signature by the person whose signature is required on the document, which may be submitted by an actual original “wet ink” signature on hard copy (either on the Claim Form or on an acknowledgement form verifying the contents of the Claim Form), or a PDF or other electronic image of such actual signature, but cannot be submitted by an electronic signature within the meaning of the Electronic Records and Signatures in Commerce Act, 15 U.S.C. §§7001, et seq., the Uniform Electronic Transactions Act, or their successor acts.
14.	Qualifying Diagnosis means Level 1.5 Neurocognitive Impairment, Level 2 Neurocognitive Impairment, Alzheimer’s Disease, Parkinson’s Disease, ALS, and/or Death with CTE, as set forth in Exhibit 1 (Injury Definitions) of the Settlement Agreement.
15.	Released Parties , for purposes of the Released Claims, mean (i) the NFL Parties (including all persons, entities, subsidiaries, divisions, and business units composed thereby), together with (ii) each of the Member Clubs, (iii) each of the NFL Parties’ and Member Clubs’ respective past, present, and future agents, directors, officers, employees, independent contractors, general or limited partners, members, joint venturers, shareholders, attorneys, trustees, insurers (solely in their capacities as liability insurers of those persons or entities referred to in subparagraphs (i) and (ii) above and/or arising out of their relationship as liability insurers to such persons or entities), predecessors, successors, indemnitees, and assigns, and their past, present, and future spouses, heirs, beneficiaries, estates, executors, administrators, and personal representatives, including, without limitation, all past and present physicians who have been employed or retained by any Member Club and members of all past and present NFL Medical Committees; and (iv) any natural, legal, or juridical person or entity acting on behalf of or having liability in respect of the NFL Parties or the Member Clubs, in their respective capacities as such; and, as to (i) and (ii) above, each of their respective Affiliates, including their Affiliates’ officers, directors, shareholders, employees, and agents. For the avoidance of any doubt, Riddell is not a Released Party.
16.	Representative Claimants mean authorized representatives, ordered by a court or other official of competent jurisdiction under applicable state law, of deceased or legally incapacitated or incompetent Retired NFL Football Players.
17.	Retired NFL Football Players mean all NFL Football players who, prior to the date of the Preliminary Approval and Class Certification Order, retired, formally or informally, from playing professional football with the NFL or any Member Club, including American Football League, World League of American Football, NFL Europe League and NFL Europa League players, or were formerly on any roster, including preseason, regular season, or postseason, of any such Member Club or league and who no longer are under contract to a Member Club and are not seeking active employment as players with any Member Club, whether signed to a roster or signed to any practice squad, developmental squad, or taxi squad of a Member Club.

4. USEFUL SETTLEMENT AGREEMENT DEFINITIONS

18.	Riddell means Riddell, Inc.; All American Sports Corporation; Riddell Sports Group, Inc.; Easton-Bell Sports, Inc.; Easton-Bell Sports, LLC; EB Sports Corp.; and RBG Holdings Corp., and each of their respective past, present, and future Affiliates, directors, officers, employees, general or limited partners, members, joint venturers, shareholders, agents, trustees, insurers (solely in their capacities as such), reinsurers (solely in their capacities as such), predecessors, successors, indemnitees, and assigns.
19.	Settlement Class Member means each Retired NFL Football Player, Representative Claimant and/or Derivative Claimant in the Settlement Class; provided, however, that the term Settlement Class Member as used herein with respect to any right or obligation after the Final Approval Date does not include any Opt Outs.
20.	State of Domicile means the state where the Retired NFL Football Player primarily lived and intended to make his home at the time of the Qualifying Diagnosis.
21.	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 prior to 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 ischaemic attack and related syndromes, as defined by ICD-10.
22.	Traumatic Brain Injury means severe traumatic brain injury unrelated to NFL Football play, that occurs during or after the time the Retired NFL Football Player played NFL Football, 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 whereunder you lost consciousness for more than 24 hours and did not return to pre-existing conscious level.



CONCUSSION SETTLEMENT

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION
No. 2:12-md-02323 (E.D. Pa.)

NFL CONCUSSION SETTLEMENT CLAIM FORM FOR RETIRED NFL FOOTBALL PLAYERS AND REPRESENTATIVE CLAIMANTS

Complete this Claim Form if you are a **Retired NFL Football Player** or the **Representative Claimant** of a Retired NFL Football Player and want to apply for a Monetary Award under the NFL Concussion Settlement Program. You must fill out Section II only if you are a **Representative Claimant**.

For Qualifying Diagnoses made on or before February 6, 2017, your Claim Package must have been submitted to the Claims Administrator by February 6, 2019. For Qualifying Diagnoses made after February 6, 2017, you must submit your Claim Package to the Claims Administrator no later than two years after the date your Qualifying Diagnosis was made. Failure to meet your deadline will preclude you from receiving a Monetary Award for that Qualifying Diagnosis unless you can: (1) show substantial hardship (beyond the Qualifying Diagnosis) that prevented your compliance; and (2) submit the Claim Package within two years of the missed deadline.

Certain 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 and to instruct your healthcare providers to preserve such records that may be requested under Section 10.3(e) of the Settlement Agreement. These documents include but are not limited to historical medical records related to the underlying medical condition that is the basis for the Qualifying Diagnosis. 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. RETIRED NFL FOOTBALL PLAYER INFORMATION

Enter only the **Retired NFL Football Player's** information in this Section I.

Settlement Program ID																				
Player Name	First	M.I.	Last								Suffix									
Player Date of Birth		 (Month/Day/Year)																		
Player Date of Death (if applicable)		 (Month/Day/Year)																		
Player Social Security Number, Taxpayer ID or Foreign ID Number (if not a U.S. Citizen)		 or 																		
Player Mailing Address	Address 1																			
	Address 2																			
	City																			
	State/Province																			
	Postal Code										Country									
Player Telephone											Player Email Address									

NFL CONCUSSION SETTLEMENT CLAIM FORM FOR RETIRED NFL FOOTBALL PLAYERS AND REPRESENTATIVE CLAIMANTS

II. REPRESENTATIVE CLAIMANT INFORMATION

If you are a **Representative Claimant** of a Retired NFL Football Player who is deceased, or legally incapacitated or incompetent, fill out this Section II with your own information.

Representative Name	First	M.I.	Last	Suffix
Representative Date of Birth	 / / (Month/Day/Year)			
Representative Social Security Number				
Representative Mailing Address	Address 1			
	Address 2			
	City			
	State/Province			
	Postal Code		Country	
Representative Telephone	 - - 		Representative Email Address	

III. ATTORNEY INFORMATION

If you are represented by an attorney, enter the attorney's information in this Section III.

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	 - - 		Attorney Email Address	

NFL CONCUSSION SETTLEMENT CLAIM FORM FOR RETIRED NFL FOOTBALL PLAYERS AND REPRESENTATIVE CLAIMANTS

IV. NFL FOOTBALL EMPLOYMENT INFORMATION

List the seasons in which the Retired NFL Football Player was employed by or participated in NFL Football, which means the sport of professional football as played in the NFL, the American Football League, the World League of American Football, the NFL Europe League, and the NFL Europa League. NFL Football excludes football played by all other past, present or future professional football leagues, including, without limitation, the All-American Football Conference.

Attach employment and participation records that show the Retired NFL Football Player's Eligible Seasons.

	League	Member Club/Team	Season	Number of Games	Squad Type
Ex.	NFL	Carolina Panthers	2003	16	Active Roster
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

NFL CONCUSSION SETTLEMENT CLAIM FORM FOR RETIRED NFL FOOTBALL PLAYERS AND REPRESENTATIVE CLAIMANTS

V. QUALIFYING DIAGNOSIS/ES

Check the Qualifying Diagnosis/es for which the Retired NFL Football Player seeks an award and provide the date of each diagnosis and his State of Domicile at the time of that diagnosis. If the Retired NFL Football Player was diagnosed with either Level 1.5 or Level 2 Neurocognitive Impairment through the Baseline Assessment Program ("BAP"), you must provide the name of **both** the diagnosing neuropsychologist and the diagnosing board-certified neurologist.

Qualifying Diagnosis/es	Date of Diagnosis/es	State of Domicile at Time of Diagnosis
☐ Level 1.5 Neurocognitive Impairment	 _ _ _ _ _ _ (Month/Day/Year)	 _ _ (State)
Diagnosing medical professional:		
Name	First	M.I.
Last		Suffix
Second diagnosing medical professional (if diagnosis was made through the BAP):		
Name	First	M.I.
Last		Suffix
☐ Level 2 Neurocognitive Impairment	 _ _ _ _ _ _ (Month/Day/Year)	 _ _ (State)
Diagnosing medical professional:		
Name	First	M.I.
Last		Suffix
Second diagnosing medical professional (if diagnosis was made through the BAP):		
Name	First	M.I.
Last		Suffix
☐ Alzheimer's Disease	 _ _ _ _ _ _ (Month/Day/Year)	 _ _ (State)
Diagnosing medical professional:		
Name	First	M.I.
Last		Suffix
☐ Parkinson's Disease	 _ _ _ _ _ _ (Month/Day/Year)	 _ _ (State)
Diagnosing medical professional:		
Name	First	M.I.
Last		Suffix
☐ ALS (Amyotrophic Lateral Sclerosis, or "Lou Gehrig's Disease")	 _ _ _ _ _ _ (Month/Day/Year)	 _ _ (State)
Diagnosing medical professional:		
Name	First	M.I.
Last		Suffix
☐ Death with CTE (Chronic Traumatic Encephalopathy)	 _ _ _ _ _ _ (Month/Day/Year)	 _ _ (State)
Diagnosing medical professional:		
Name	First	M.I.
Last		Suffix

**NFL CONCUSSION SETTLEMENT CLAIM FORM
FOR RETIRED NFL FOOTBALL PLAYERS AND REPRESENTATIVE CLAIMANTS**

VI. ADDITIONAL MEDICAL INFORMATION

A. Stroke

Was the Retired NFL Football Player diagnosed as having suffered a Stroke before the Qualifying Diagnosis identified in Section V? A medically diagnosed Stroke does not include a transient cerebral ischemic attack and related syndromes.

- ☐ **YES** If you answered Yes, provide additional information about the Stroke. Then go to Section VI. B.
- ☐ **NO** If you answered No, go to Section VI. B.

Date of Stroke

|_|_|_|_|/|_|_|_|_|/|_|_|_|_|
(Month/Day/Year)

Medical professional who diagnosed the Stroke:

Name	First	M.I.	Last	Suffix

☐ Check here if you believe that the Qualifying Diagnosis for which you are claiming a Monetary Award is not causally related to the prior Stroke and you are submitting records and other evidence supporting this position. If you provide information regarding a prior Stroke but do not check this box, we will apply an Offset, which will result in a 75% reduction of any Monetary Award.

B. Traumatic Brain Injury

Was the Retired NFL Football Player diagnosed as having suffered a **severe** traumatic brain injury unrelated to NFL Football play that occurred during or after the time he played NFL Football and before the Qualifying Diagnosis identified in Section V? A severe traumatic brain injury is one that caused the Retired NFL Football Player to lose consciousness for more than 24 hours.

- ☐ **YES** If you answered Yes, provide additional information about the Traumatic Brain Injury. Then go to Section VII.
- ☐ **NO** If you answered No, go to Section VII.

Date of Traumatic Brain Injury

|_|_|_|_|/|_|_|_|_|/|_|_|_|_|
(Month/Day/Year)

Medical professional who diagnosed the Traumatic Brain Injury:

Name	First	M.I.	Last	Suffix

☐ Check here if you believe that the Qualifying Diagnosis for which you are claiming a Monetary Award is not causally related to the Traumatic Brain Injury and you are submitting records and other evidence supporting this position. If you provide information regarding a Traumatic Brain Injury but do not check this box, we will apply an Offset, which will result in a 75% reduction of any Monetary Award.

**NFL CONCUSSION SETTLEMENT CLAIM FORM
FOR RETIRED NFL FOOTBALL PLAYERS AND REPRESENTATIVE CLAIMANTS**

VII. MEDICARE, MEDICAID AND OTHER LIEN INFORMATION

As set forth in Article XI of the Settlement Agreement, the Lien Resolution Administrator is administering the process for the identification, verification, and satisfaction of Liens that may be withheld or asserted against your Monetary Award. If you or the Lien Resolution Administrator identifies a potential Lien asserted against your Monetary Award and the Lien Resolution Administrator confirms the validity and final amount of such Lien(s), the Lien Resolution Administrator is required to deduct those amounts from your Monetary Award along with any other deductions required by state or federal law. If the final amount needed to resolve a Medical Lien has not yet been determined after your Award has been funded, the Lien Resolution Administrator will apply a holdback amount that it believes is reasonably necessary to satisfy pending Medical Liens and that will maximize the payments to you at the earliest possible stage. If the final Lien amount exceeds the amount of the holdback, the Monetary Award Fund and NFL Parties will not be responsible for satisfying any portion of the Lien, you are responsible for any unpaid portion of the lien, and the Lien Resolution Administrator will require you to return funds necessary to fully satisfy the lien.

This Section of the Claim Form: (1) defines the scope of the Lien Resolution Administrator's services; (2) collects health insurance coverage information; and (3) establishes the Lien Resolution Administrator's authority to resolve potential repayment obligations with Medicare (Part A and Part B), Medicaid, the Department of Veterans Affairs ("VA") / Civilian Health and Medical Program of the Department of Veterans Affairs ("CHAMPVA"), TRICARE, Indian Health Service, and any self-reported private healthcare insurance/plan. By signing this Claim Form, you authorize the Lien Resolution Administrator to exchange your/the Retired NFL Football Player's personal and health information and act on your behalf with each of these agencies/groups.

Medicare: The Lien Resolution Administrator will affirmatively perform verification of past or current Medicare (Part A and Part B) entitlement using information provided in Section I (first and last name, date of birth, Social Security Number) and gender. The Lien Resolution Administrator will resolve any Medicare recovery claim for a Retired NFL Football Player determined to be a Medicare beneficiary.

State Medicaid, VA/CHAMPVA, TRICARE, and Indian Health Service: The Lien Resolution Administrator will resolve potential repayment obligations with those agencies and/or insurers that you identify in this Claim Form. If you do not report coverage on the Claim Form, or you provide incomplete coverage information, the Lien Resolution Administrator may not take action with respect to these agencies/insurers. Should any Lien obligation arise with any agency/insurer not reported on the Claim Form or that the Lien Resolution Administrator did not identify, it is solely your responsibility to resolve that Lien directly with the agency/insurer.

Private Healthcare Insurers: The Lien Resolution Administrator will resolve potential repayment obligations with those private healthcare insurers and/or plans that you identify in this Claim Form, if you indicate that you would like the Lien Resolution Administrator to verify and resolve any Lien(s) asserted by those insurers and/or plans.

Do not contact or report any Monetary Award to Medicare, a governmental agency, or private healthcare insurer that you report on this Claim Form. Such activity could cause duplication and delay in the Lien Resolution Administrator's process.

Did the Retired NFL Football Player have and use any healthcare coverage for medical care, goods, or services related to treatment of the claimed Qualifying Diagnosis/es or injury(ies)?

- ☐ **YES** If you answered Yes, fill out the appropriate questions in this Section VII. Then go to Section VIII.
- ☐ **NO** If you answered No, go to Section VIII.

NFL CONCUSSION SETTLEMENT CLAIM FORM

FOR RETIRED NFL FOOTBALL PLAYERS AND REPRESENTATIVE CLAIMANTS

A. Medicare

1. If the Retired NFL Football Player is now enrolled, or has been enrolled at any time, in Medicare Part A or Medicare Part B program(s), provide the following information.

HICN (Medicare Claim #):

Enrollment date:

(Month/Day/Year)

2. If the Retired NFL Football Player is now enrolled, or has been enrolled at any time, in a Medicare Part C program (for example, a Medicare Advantage, Medicare cost, Medicare healthcare prepayment plan benefits, or similar Medicare plan administered by private entities), provide the following information.

Name of plan:

A horizontal number line with 20 tick marks, labeled from 0 to 19. The line is used for plotting data points.

Member number for plan:

A horizontal number line with 20 tick marks, labeled from 0 to 19. The line is used for plotting data points.

Enrollment date:

| | | | | | |

(Month/Day/Year)

3. If the Retired NFL Football Player is now enrolled, or has been enrolled at any time, in a Medicare Part D program (prescription drug benefits), provide the following information.

Name of Medicare Part D Plan:

Member number of Medical Part D Plan:

Enrollment date:

(Month/Day/Year)

NFL CONCUSSION SETTLEMENT CLAIM FORM FOR RETIRED NFL FOOTBALL PLAYERS AND REPRESENTATIVE CLAIMANTS

B. Medicaid

Has the Retired NFL Football Player ever had Medicaid benefits?

☐ **YES** If you answered Yes, provide additional information about the Medicaid plan(s). Then go to Section VII. C.

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

☐ **UNSURE** Check Unsure if you do not know if the Retired NFL Football Player has ever had Medicaid benefits. For any Settlement Class Member who answers Unsure, the Lien Resolution Administrator will affirmatively perform verification of current state Medicaid entitlement using the information provided in Section I (state of mailing address, first and last name, date of birth, Social Security Number). The Lien Resolution Administrator will resolve any state Medicaid recovery claim for those Retired Players determined to be Medicaid beneficiaries. If you answered Unsure, go to Section VII. C.

1. If the Retired NFL Football Player is currently enrolled in a state Medicaid Program, provide the following information.

Medical ID number: _____

State of Issuance: _____

Enrollment Date: _____
(Month/Day/Year)

2. If the Retired NFL Football Player has been enrolled in any other state Medicaid Program at any time, provide the following information.

Medical ID number: _____

State of Issuance: _____

Enrollment Date: _____
(Month/Day/Year)

C. Department of Veterans Affairs, TRICARE, or Indian Health Service

Check any of the following federal healthcare programs that the Retired NFL Football Player has enrolled in or has been entitled to receive benefits from at any time. If you check any of the programs below, provide the required information about each program.

☐ **Department of Veterans Affairs healthcare or prescription drug benefits**

Claim Number:

Enrollment Dates: _____ **TO** _____
(Month/Day/Year) (Month/Day/Year)

Branch: _____

Sponsor: _____

Sponsor SSN: _____ - _____ - _____

Treating Facility: _____

☐ **TRICARE health care or prescription drug benefits**

A horizontal number line with 20 tick marks, labeled from 0 to 19. The line is used for plotting the data points from the frequency table.

Branch: _____

Sponsor: _____

Sponsor SSN: - -

Treating Facility: _____

Branch: _____

Sponsor: _____

Sponsor SSN: | | | | - | | | - | | | |

Treating Facility:

If at any time the Retired NFL Football Player was entitled to receive medical items, services, and/or prescription drugs from any federal, state, or other governmental body, agency, department, plan, program, or entity that administers, funds, pays, contracts for, or provides medical items, services, and/or prescription drugs not previously listed above, provide the following information.

Name of Plan/Entity: _____

Policyholder Name: _____

Policy Number: _____

Medical Condition Covered by Plan/Entity: |

E. Private Healthcare Insurance

Name of Plan/Entity:

Medical Condition Covered by Plan/Entity:

☐ I **would not** like the Lien Resolution Administrator to verify and resolve any possible Lien asserted by the plan or entity identified in Section VII.E of this Claim Form. I understand that some or all my Monetary Award or Derivative Claimant Award may be withheld until the Claims Administrator receives documentary proof, such as a court order or release or notice of satisfaction by the party asserting the Lien, that the Lien has been satisfied or discharged, in accordance with Section 11.3(h) of the Settlement Agreement.

You must also attach to this 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:

**NFL CONCUSSION SETTLEMENT CLAIM FORM
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VIII. BANKRUPTCY INFORMATION

Has the Retired NFL Football Player ever been a debtor in a bankruptcy proceeding?

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

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

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)

IX. 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:

**NFL CONCUSSION SETTLEMENT CLAIM FORM
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- (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
- (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

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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 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

**NFL CONCUSSION SETTLEMENT CLAIM FORM
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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 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.

NFL CONCUSSION SETTLEMENT CLAIM FORM FOR RETIRED NFL FOOTBALL PLAYERS AND REPRESENTATIVE CLAIMANTS

X. DUTY TO UPDATE

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

XI. SIGNATURE

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

Signature		Date	 (Month/Day/Year)
Printed Name	First	M.I.	Last



CONCUSSION SETTLEMENT

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION
No. 2:12-md-02323 (E.D. Pa.)

INSTRUCTIONS FOR COMPLETING THE DIAGNOSING PHYSICIAN CERTIFICATION FORMS

There are two different Diagnosing Physician Certification Forms in this packet. Your Diagnosing Physician must fill out only one:

- If you received a diagnosis from a doctor who is a Qualified MAF Physician, have him or her fill out the **MAF Diagnosing Physician Certification Form**;
- If you received your diagnosis before 1/7/2017, have your doctor fill out the **Pre-Effective Date Diagnosing Physician Certification Form**.

Your doctor must follow the instructions for the applicable form and fill out all of the fields to the best of his or her knowledge.

If your doctor has already completed a Diagnosing Physician Certification Form and submitted it directly to us, you do not need to complete another form. You can continue to the HIPAA Authorization Form on page 51 of this document.

If you have any questions or need any help completing your claim package:

Call 1-855-887-3485

Email ClaimsAdministrator@NFLConcussionSettlement.com

Visit www.NFLConcussionSettlement.com



CONCUSSION SETTLEMENT

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION
No. 2:12-md-02323 (E.D. Pa.)

MAF DIAGNOSING PHYSICIAN CERTIFICATION FORM (for a Qualifying Diagnosis made by a Qualified MAF Physician)

This MAF Diagnosing Physician Certification Form is to be used only by a Qualified MAF Physician in the NFL Concussion Settlement to report that a Retired NFL Football Player has a Qualifying Diagnosis under the terms of the Settlement Agreement.

Do not sign this form if you did not personally examine the Retired NFL Football Player. If you are a Qualified BAP Provider certifying a diagnosis you made in the Baseline Assessment Program, do not use this form; use the BAP Diagnosing Physician Certification Form instead.

Complete this entire form, sign it and provide it to the Claims Administrator (and to the Retired NFL Football Player, if requested) along with all medical records and other information you created or received regarding this Retired NFL Football Player, as required in the Rules Governing Qualified MAF Physicians. The Claims Administrator will review everything submitted.

If you have any questions, contact the Claims Administrator by phone (toll free) at 1-855-887-3485, by email at ClaimsAdministrator@NFLConcussionSettlement.com, or visit the Settlement Website at <https://www.nflconcussionsettlement.com>.

MAF DIAGNOSING PHYSICIAN CERTIFICATION FORM
(for Qualifying Diagnoses made by Qualified MAF Physicians)

I. INFORMATION ON THE RETIRED NFL FOOTBALL PLAYER

Settlement Program ID															
Name				First				M.I.		Last				Suffix	
Address				Address 1											
				Address 2											
				City											
				State/Province											
				Postal Code					Country						
Telephone				_ _ _ _ - _ _ _ _ - _ _ _ _ _											
Date of Birth						_ _ _ _ / _ _ _ _ / _ _ _ _ _ _ _ _ _ (Month/Day/Year)									
Date of Death (if applicable)						_ _ _ _ / _ _ _ _ / _ _ _ _ _ _ _ _ _ (Month/Day/Year)									

II. INFORMATION ON THE QUALIFIED MAF PHYSICIAN

National Provider Identifier (NPI)			
Physician Name	First	Middle Initial	Last
Office/Practice Name			

MAF DIAGNOSING PHYSICIAN CERTIFICATION FORM
(for Qualifying Diagnoses made by Qualified MAF Physicians)

III. EXAMINING NEUROPSYCHOLOGIST (IF ANY)

Did a neuropsychologist assist you in making the Qualifying Diagnosis?

☐ YES ☐ NO

If you answered Yes, identify that neuropsychologist. The neuropsychologist must be either a Qualified BAP Provider or someone approved by the Claims Administrator for use in this Program, and his or her practice must be located within 50 miles of your office (unless an exception has been granted).

Neuropsychologist Name	First	Middle Initial	Last
Office/Practice Name			

IV. QUALIFYING DIAGNOSIS

Identify your diagnosis and the date of the diagnosis. Select one diagnosis only.

Qualifying Diagnosis	Date of Diagnosis
☐ Level 1.5 Neurocognitive Impairment	/ / (Month/Day/Year)
☐ Level 2 Neurocognitive Impairment	/ / (Month/Day/Year)
☐ Alzheimer's Disease	/ / (Month/Day/Year)
☐ Parkinson's Disease	/ / (Month/Day/Year)
☐ ALS (amyotrophic lateral sclerosis)	/ / (Month/Day/Year)

MAF DIAGNOSING PHYSICIAN CERTIFICATION FORM
(for Qualifying Diagnoses made by Qualified MAF Physicians)

FOR DIAGNOSES OF LEVEL 1.5 OR LEVEL 2 NEUROCOGNITIVE IMPAIRMENT:

If you and/or the examining neuropsychologist making a diagnosis of Level 1.5 or Level 2 Neurocognitive Impairment used diagnostic criteria that differ from those set forth in the Settlement Agreement for Level 1.5 or Level 2 conditions diagnosed in the Baseline Assessment Program ("BAP"), you must explain any deviation from the BAP diagnostic criteria. Obtain information from the examining neuropsychologist as necessary to provide a complete explanation. Deviation from the BAP diagnostic criteria occurs and an explanation must be provided when:

- (a) BAP Test Battery Results:** The Retired NFL Football Player was administered the complete BAP Test Battery used in the Baseline Assessment Program and the resulting test scores do not meet the thresholds necessary to support the Qualifying Diagnosis under the BAP criteria in Settlement Agreement Ex. 2.
- (b) Incomplete BAP Test Battery:** The neuropsychological test battery administered to the Retired NFL Football Player was not the complete BAP Test Battery.
- (c) Additional Testing:** The neuropsychological tests administered to the Retired NFL Football Player included tests that are not part of the BAP Test Battery.
- (d) Performance Validity Testing:** The Retired NFL Football Player was assigned scores or results indicating that the player failed two or more of the embedded and/or stand-alone performance validity measures in the neuropsychological test battery and/or where the application of the clinical criteria for assessing performance validity under Slick *et al.* otherwise indicates that the test data may not be a valid reflection of his optimal level of neurocognitive functioning.
- (e) Disagreement About the Retired NFL Football Player's Diagnosis:** The Retired NFL Football Player was administered the complete BAP Test Battery, but your conclusion differs from that of the examining neuropsychologist. Confer with the neuropsychologist where you disagree on the proper diagnosis. If there is still disagreement, you must explain, based on your personal examination of the Retired NFL Football Player, medical records and sound medical judgment, the basis of your diagnosis.

MAF DIAGNOSING PHYSICIAN CERTIFICATION FORM
(for Qualifying Diagnoses made by Qualified MAF Physicians)

(1) Did the neuropsychological testing and/or your medical evaluation of this Retired NFL Football Player differ from the BAP diagnostic criteria in any of these ways?

☐ **YES** ☐ **NO**

If you answered Yes, describe how, based on your medical judgment and the supporting medical evidence, the diagnosis is “generally consistent” with the BAP diagnostic criteria. Your explanation cannot be a mere conclusion. Instead, explain the specific reason(s) why you believe the Retired NFL Football Player has the Level 1.5 or Level 2 diagnosis even though his evaluation deviated from the BAP diagnostic criteria (attach additional pages if needed).

MAF DIAGNOSING PHYSICIAN CERTIFICATION FORM
(for Qualifying Diagnoses made by Qualified MAF Physicians)

(2) If you provided a diagnosis of Level 2 Neurocognitive Impairment, did you determine that certain tests in the BAP testing protocol were medically unnecessary because of the severity of the Retired NFL Football Player's dementia (see your Qualified MAF Physician Manual and the Clinician's Interpretation Guide)?

☐ **YES** ☐ **NO**

If you answered Yes, list the tests or criteria that were deemed unnecessary and the medical evidence supporting your determination (attach additional pages if needed):

V. CERTIFICATION

By signing below, I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that I personally examined the Retired NFL Football Player named in Section I and that all information provided in this form is true and correct to the best of my knowledge, information and belief.

Signature of Qualified MAF Physician			Date of Signature	_ _ _ _ / _ _ _ _ / _ _ _ _ (Month/Day/Year)	
Printed Name	First	M.I.	Last	Suffix	



CONCUSSION SETTLEMENT

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION
No. 2:12-md-02323 (E.D. Pa.)

PRE-EFFECTIVE DATE DIAGNOSING PHYSICIAN CERTIFICATION FORM (for diagnoses made by physicians who are qualified to render Qualifying Diagnoses for purposes of Monetary Award claims before January 7, 2017)

This Pre-Effective Date Diagnosing Physician Certification Form is to be used only by physicians qualified to render Qualifying Diagnoses before January 7, 2017, in connection with the Class Action Settlement in In re: National Football League Players' Concussion Injury Litigation and who made a Qualifying Diagnosis before January 7, 2017. The Qualifying Diagnoses are found in Appendix A to this Pre-Effective Date Diagnosing Physician Certification Form.

Use this form to certify a Qualifying Diagnosis you made before January 7, 2017, based on your personal examination of the Retired NFL Football Player. **Do not sign this form unless you personally examined the player** or, in the case of a Qualifying Diagnosis of Death with CTE, you are the board-certified neuropathologist who made the post-mortem diagnosis of CTE. If you made a Qualifying Diagnosis as a Qualified MAF Physician on or after January 7, 2017, do not use this form; use the MAF Diagnosing Physician Certification Form instead. Also, if you are a Qualified BAP Provider certifying a diagnosis you made in the Baseline Assessment Program, do not use this form; use the BAP Diagnosing Physician Certification Form instead.

You must complete this form in its entirety, sign it under penalty of perjury, and return it to the patient along with copies of all supporting medical records that you created or received in connection with the Qualifying Diagnosis. In turn, the patient, or the patient's counsel, must submit this form and all supporting medical records referred to above to the Claims Administrator as part of a claim for compensation under the Class Action Settlement. The Claims Administrator will review the form, including your qualifications to provide the Qualifying Diagnosis, and the supporting medical records. All claims also are subject to audit. Any finding of fraudulent conduct by you will be subject to, without limitation, your referral to appropriate regulatory and disciplinary boards and agencies and/or federal authorities, and your disqualification from serving in any aspect of the Class Action Settlement.

You are required to preserve all supporting medical records that you created or received in connection with the Qualifying Diagnosis for the greater of: (a) 10 years after January 7, 2017; or (b) the period of time required under applicable state and federal laws.

If you have any questions, call the Claims Administrator toll free at 1-855-887-3485 or visit the Settlement Website at <https://www.nflconcussionsettlement.com>.

PRE-EFFECTIVE DATE DIAGNOSING PHYSICIAN CERTIFICATION FORM
(for diagnoses made by physicians who are qualified to render Qualifying Diagnoses
for purposes of Monetary Award claims before January 7, 2017)

I. PATIENT INFORMATION

Settlement Program ID (if known)				
Name	First	M.I.	Last	Suffix
Address	Address 1			
	Address 2			
	City			
	State/Province			
	Postal Code	Country		
Telephone	 - - 			
Date of Birth		 / / (Month/Day/Year)		
Date of Death (if applicable)		 / / (Month/Day/Year)		

II. DIAGNOSING PHYSICIAN INFORMATION

National Provider Identifier (NPI)				
Physician Name	First	M.I.	Last	Suffix

(a) Are you approved as a Qualified BAP Provider or a Qualified MAF Physician?

- ☐ **YES.** If YES, you do not need to fill out the rest of this Section II or Sections III or IV. Instead, go to Section V.
- ☐ **NO.**

(b) If you answered No, have you previously completed this form for another Retired NFL Football Player, that you know was submitted to the Claims Administrator?

- ☐ **YES.** If YES, you do not need to fill out this Section II or Sections III or IV. Instead, go to Section V.
- ☐ **NO.**

If you answered No to both questions, fill out the rest of this Section II and then go to Section III.

PRE-EFFECTIVE DATE DIAGNOSING PHYSICIAN CERTIFICATION FORM
(for diagnoses made by physicians who are qualified to render Qualifying Diagnoses
for purposes of Monetary Award claims before January 7, 2017)

Office/Practice Name										
Address	Address 1									
	Address 2									
	City									
	State/Province									
	Postal Code							Country		
Telephone	- -									
Fax	- -									
Email Address										

III. BOARD CERTIFICATIONS

Check all board certifications that apply and list the board providing the certification and any identification number provided by the board (e.g., American Board of Psychiatry and Neurology diplomate number). If you do not have any board certifications, summarize your relevant medical training and experience and then go to Section IV.

Certification	Board	Board Identification Number	Effective Date	Expiration Date
☐ Neurology				
☐ Neurosurgery				
☐ Neuropathology				
☐ Neuropsychology				
☐ Other Neuro-specialty				
☐ Other Board Certification				

PRE-EFFECTIVE DATE DIAGNOSING PHYSICIAN CERTIFICATION FORM
(for diagnoses made by physicians who are qualified to render Qualifying Diagnoses
for purposes of Monetary Award claims before January 7, 2017)

If you are not board-certified in a neuro-specialty area, summarize your relevant medical training and experience in the field of neurology and related fields that you believe qualifies you to make the diagnosis provided in Section V.

IV. OTHER QUALIFICATIONS

Educational Information		Education Level	Institution	Degree/Area of Focus	Date Received
	1.	Undergraduate Education			(Month/Year)
	2.	Medical School			(Month/Year)
	3.	Internship			(Month/Year)
	4.	Residency			(Month/Year)
	5.	Fellowship			(Month/Year)
	6.	Other (Graduate)			(Month/Year)
States Where Licensed to Practice		State	State License Number	Effective Date	Expiration Date
	1.				

PRE-EFFECTIVE DATE DIAGNOSING PHYSICIAN CERTIFICATION FORM
(for diagnoses made by physicians who are qualified to render Qualifying Diagnoses
for purposes of Monetary Award claims before January 7, 2017)

	2.				
	3.				
	4.				
	5.				
	6.				

Specialties	Check all specialties that apply.				
	☐	Neurology			
	☐	Neurosurgery			
	☐	Neuropathology			
	☐	Neuropsychology			
	☐	Other Neuro-specialty (list all) _____			
☐	Other Specialty (list all) _____				

PRE-EFFECTIVE DATE DIAGNOSING PHYSICIAN CERTIFICATION FORM
(for diagnoses made by physicians who are qualified to render Qualifying Diagnoses
for purposes of Monetary Award claims before January 7, 2017)

V. QUALIFYING DIAGNOSIS

Identify the patient's diagnosis and the date of such diagnosis. See **Appendix A** for the criteria for each diagnosis. Other than for Death with CTE, the identification of a condition, including through a blood test, genetic test, imaging technique, or otherwise, that has not yet resulted in actual cognitive impairment and/or actual neuromuscular impairment in the patient is **not** a Qualifying Diagnosis.

Qualifying Diagnosis	Date of Diagnosis
☐ Level 1.5 Neurocognitive Impairment	 _ _ _ / _ _ _ _ _ (Month/Day/Year)
☐ Level 2 Neurocognitive Impairment*	 _ _ _ / _ _ _ _ _ (Month/Day/Year)
☐ Alzheimer's Disease	 _ _ _ / _ _ _ _ _ (Month/Day/Year)
☐ Parkinson's Disease	 _ _ _ / _ _ _ _ _ (Month/Day/Year)
☐ ALS (amyotrophic lateral sclerosis)	 _ _ _ / _ _ _ _ _ (Month/Day/Year)
☐ Death with CTE	 _ _ _ / _ _ _ _ _ (Month/Day/Year)

* If you provided a diagnosis of Level 2 Neurocognitive Impairment, did you determine that certain testing was medically unnecessary because of the severity of the patient's dementia (see **Appendix A**)?

☐ **YES** ☐ **NO**

If you answered Yes, provide the factual basis for that determination:

PRE-EFFECTIVE DATE DIAGNOSING PHYSICIAN CERTIFICATION FORM
(for diagnoses made by physicians who are qualified to render Qualifying Diagnoses
for purposes of Monetary Award claims before January 7, 2017)

VI. CERTIFICATION

By signing below, I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that all information provided in this Form, and all related supporting medical records, are true and correct to the best of my knowledge, information and belief, and that I personally examined the Retired NFL Football Player named in Section I or, in the case of a Qualifying Diagnosis of Death with CTE, I am the board-certified neuropathologist who made the post-mortem diagnosis of CTE.

I acknowledge that any finding of fraudulent conduct may subject me to, without limitation, referral to appropriate regulatory and disciplinary boards and agencies and/or federal authorities, and disqualification from serving in any aspect of the Class Action Settlement.

Signature of Diagnosing Physician			Date of Signature	/ / (Month/Day/Year)					
	First	M.I.		Last	Suffix				
Printed Name									

Signature of Diagnosing Physician			Date of Signature	/ / (Month/Day/Year)					
	First	M.I.		Last	Suffix				
Printed Name									

APPENDIX A

Other than for Death with CTE, the identification of a condition, including 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 patient does not qualify as a diagnosis.

LEVEL 1.5 NEUROCOGNITIVE IMPAIRMENT

The following diagnosis can only be made:

- (1) prior to July 7, 2014, by a board-certified neurologist, board-certified neurosurgeon, other board-certified neuro-specialist physician, or otherwise qualified neurologist, neurosurgeon or other neuro-specialist physician, except as provided in (3), below;**
- (2) from July 7, 2014 through January 7, 2017 (the Effective Date of the Settlement Agreement), by a board-certified neurologist, board-certified neurosurgeon, or other board-certified neuro-specialist physician, except as provided in (3), below; or**
- (3) for a patient who died prior to January 7, 2017 (the Effective Date of the Settlement Agreement), where the diagnosis occurred while the patient 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 or neurocognitive disorders to make a diagnosis of Level 1.5 Neurocognitive Impairment:**

A diagnosis made outside of the Baseline Assessment Program (BAP) that a living patient suffers from Level 1.5 Neurocognitive Impairment, as set forth below, *i.e.*, early dementia, based on evaluation and evidence generally consistent with the diagnostic criteria set forth and provided below:

There is: (i) Concern of the patient, a knowledgeable informant, or the Qualified BAP Provider that there has been a severe decline in cognitive function; (ii) Evidence of a moderate to severe cognitive decline from a previous level of performance, as determined by and in accordance with the standardized neuropsychological testing protocol annexed in Appendix B, in two or more cognitive domains (complex attention, executive function, learning and memory, language, perceptual-spatial), provided one of the cognitive domains is (a) executive function, (b) learning and memory, or (c) complex attention; (iii) The patient exhibits functional impairment generally consistent with the criteria set forth in the National Alzheimer's Coordinating Center's Clinical Dementia Rating scale Category 1.0 (Mild) in the areas of Community Affairs, Home & Hobbies, and Personal Care—where such functional impairment is corroborated by documentary evidence (*e.g.*, medical records, employment records), the sufficiency of which will be determined by the physician making the diagnosis (and where no documentary evidence of functional impairment exists or is available, then (a) there must be evidence of moderate to severe cognitive decline from a previous level of performance, as determined by and in accordance with the standardized neuropsychological testing protocol annexed in Appendix B, in the executive function cognitive domain or the learning and memory cognitive domain, and at least one other cognitive domain; and (b) the patient's functional impairment, as described above, must be corroborated by a third-party sworn affidavit from a person familiar with the patient's condition (other than the player or his family members), the sufficiency of which will be determined by the diagnosing physician); and (iv) The cognitive deficits do not occur exclusively in the context of a delirium, acute substance abuse, or as a result of medication side effects.

LEVEL 2 NEUROCOGNITIVE IMPAIRMENT

The following diagnosis can only be made:

- (1) prior to July 7, 2014, by a board-certified neurologist, board-certified neurosurgeon, other board-certified neuro-specialist physician, or otherwise qualified neurologist, neurosurgeon or other neuro-specialist physician, except as provided in (3), below;**
- (2) from July 7, 2014 through January 7, 2017 (the Effective Date of the Settlement Agreement), by a board-certified neurologist, board-certified neurosurgeon, or other board-certified neuro-specialist physician, except as provided in (3), below; or**
- (3) for a patient who died prior to January 7, 2017 (the Effective Date of the Settlement Agreement), where the diagnosis occurred while the patient 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 or neurocognitive disorders to make a diagnosis of Level 2 Neurocognitive Impairment:**

A diagnosis made outside of the Baseline Assessment Program (BAP) that a living patient suffers from Level 2 Neurocognitive Impairment, as set forth below, *i.e.*, moderate dementia, based on evaluation and evidence generally consistent with the diagnostic criteria set forth and provided below, unless the diagnosing physician can certify in Section IV of the Diagnosing Physician Certification Form, above, that certain testing specified below for Level 2 Neurocognitive Impairment is medically unnecessary because the patient's dementia is so severe:

There is: (i) Concern of the patient, a knowledgeable informant, or the Qualified BAP Provider that there has been a severe decline in cognitive function; (ii) Evidence of a severe cognitive decline from a previous level of performance, as determined by and in accordance with the standardized neuropsychological testing protocol annexed in Appendix B, in two or more cognitive domains (complex attention, executive function, learning and memory, language, perceptual-spatial), provided one of the cognitive domains is (a) executive function, (b) learning and memory, or (c) complex attention; (iii) The patient exhibits functional impairment generally consistent with the criteria set forth in the National Alzheimer's Coordinating Center's Clinical Dementia Rating scale Category 2.0 (Moderate) in the areas of Community Affairs, Home & Hobbies, and Personal Care—where such functional impairment is corroborated by documentary evidence (*e.g.*, medical records, employment records), the sufficiency of which will be determined by the physician making the diagnosis (and where no documentary evidence of functional evidence exists or is available, then (a) there must be evidence of severe cognitive decline from a previous level of performance, as determined by and in accordance with the standardized neuropsychological testing protocol annexed in Appendix B, in the executive function cognitive domain or the learning and memory cognitive domain, and at least one other cognitive domain; and (b) the patient's functional impairment, as described above, must be corroborated by a third-party sworn affidavit from a person familiar with the patient's condition (other than the player or his family members), the sufficiency of which will be determined by the diagnosing physician); and (iv) The cognitive deficits do not occur exclusively in the context of a delirium, acute substance abuse, or as a result of medication side effects.

ALZHEIMER'S DISEASE

(1) The following diagnosis can only be made:

(a) prior to July 7, 2014, by a board-certified neurologist, board-certified neurosurgeon, other board-certified neuro-specialist physician, or otherwise qualified neurologist, neurosurgeon or other neuro-specialist physician; or

(b) from July 7, 2014 through January 7, 2017 (the Effective Date of the Settlement Agreement), by a board-certified neurologist, board-certified neurosurgeon, or other board-certified neuro-specialist physician:

A diagnosis in a living patient 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).

(2) The following diagnosis can only be made prior to January 7, 2017 (the Effective Date of the Settlement Agreement), 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, where the diagnosis was made while the patient was living but thereafter died prior to January 7, 2017 (the Effective Date of the Settlement Agreement):

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.

PARKINSON'S DISEASE

(1) The following diagnosis can only be made:

(a) prior to July 7, 2014, by a board-certified neurologist, board-certified neurosurgeon, other board-certified neuro-specialist physician, or otherwise qualified neurologist, neurosurgeon or other neuro-specialist physician; or

(b) from July 7, 2014 through January 7, 2017 (the Effective Date of the Settlement Agreement), by a board-certified neurologist, board-certified neurosurgeon, or other board-certified neuro-specialist physician:

A diagnosis in a living patient 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).

(2) The following diagnosis can only be made prior to January 7, 2017 (the Effective Date of the Settlement Agreement), 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, where the diagnosis was made while the patient was living but thereafter died prior to January 7, 2017 (the Effective Date of the Settlement Agreement):

A diagnosis of Parkinson's Disease.

ALS

(1) The following diagnosis can only be made:

(a) prior to July 7, 2014, by a board-certified neurologist, board-certified neurosurgeon, other board-certified neuro-specialist physician, or otherwise qualified neurologist, neurosurgeon or other neuro-specialist physician; or

(b) from July 7, 2014 through January 7, 2017 (the Effective Date of the Settlement Agreement), by a board-certified neurologist, board-certified neurosurgeon, or other board-certified neuro-specialist physician:

A diagnosis in a living patient 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, 9th Edition (ICD-9) or the World Health Organization's International Classification of Diseases, 10th Edition (ICD-10).

(2) The following diagnosis can only be made prior to January 7, 2017 (the Effective Date of the Settlement Agreement), 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, where the diagnosis was made while the patient was living but thereafter died prior to January 7, 2017 (the Effective Date of the Settlement Agreement):

A diagnosis of the specific disease of Amyotrophic Lateral Sclerosis (ALS).

CTE

The following diagnosis can only be made prior to April 22, 2015 by a board-certified neuropathologist, provided that a patient who died between July 7, 2014 and April 22, 2015 has until 270 days from the date of death to obtain such a post-mortem diagnosis:

A post-mortem diagnosis of Chronic Traumatic Encephalopathy (CTE).

APPENDIX B

BASELINE NEUROPSYCHOLOGICAL TEST BATTERY AND SPECIFIC IMPAIRMENT CRITERIA FOR RETIRED NFL FOOTBALL PLAYERS

Section 1: Test Battery

Estimating Premorbid Intellectual Ability	Learning and Memory (6 scores)
ACS Test of Premorbid Functioning (TOPF)	WMS-IV Logical Memory I
Complex Attention/Processing Speed (6 scores)	WMS-IV Logical Memory II
WAIS-IV Digit Span	WMS-IV Verbal Paired Associates I
WAIS-IV Arithmetic	WMS-IV Verbal Paired Associates II
WAIS-IV Letter Number Sequencing	WMS-IV Visual Reproduction I
WAIS-IV Coding	WMS-IV Visual Reproduction II
WAIS-IV Symbol Search	Language (3 scores)
WAIS-IV Cancellation	Boston Naming Test
Executive Functioning (4 scores)	Category Fluency (Animal Naming)
Verbal Fluency (FAS)	BDAE Complex Ideational Material
Trails B	Spatial-Perceptual (3 scores)
Booklet Category Test	WAIS-IV Block Design
WAIS-IV Similarities	WAIS-IV Visual Puzzles
Effort/Performance Validity (8 scores)	WAIS-IV Matrix Reasoning
<i>ACS Effort Scores</i>	Mental Health
ACS-WAIS-IV Reliable Digit Span	MMPI-2RF
ACS-WMS-IV Logical Memory Recognition	Mini International Neuropsychiatric Interview
ACS-WMS-IV Verbal Paired Associates Recognition	
ACS-WMS-IV Visual Reproduction Recognition	
ACS-Word Choice	
<i>Additional Effort Tests</i>	
Test of Memory Malingering (TOMM)	
Medical Symptom Validity Test (MSVT)	

Section 2: Evaluate Performance Validity

Freestanding, embedded and regression based performance validity metrics will be administered to each Retired NFL Football Player during baseline and, if relevant, subsequent neuropsychological examinations. There will be at least seven performance validity metrics utilized during each assessment. The specific performance validity metrics utilized will not be released to the public in order to maintain the highest standards of assessment validity. The performance

APPENDIX B

validity metrics employed will be rotated at intervals determined by the Appeals Advisory Panel in consultation with Class Counsel and Counsel for the NFL Parties.

Each neuropsychological examiner must complete a checklist of validity criteria as set forth in *Slick et al.* 1999, and revised in 2013 (see below) for every Retired NFL Football Player examined in order to determine whether the Retired NFL Football Player's test data is a valid reflection of his optimal level of neurocognitive functioning.

1. Suboptimal scores on performance validity embedded indicators or tests. The cutoffs for each test should be established based on empirical findings.
2. A pattern of neuropsychological test performance that is markedly discrepant from currently accepted models of normal and abnormal central nervous system (CNS) function. The discrepancy must be consistent with an attempt to exaggerate or fabricate neuropsychological dysfunction (e.g., a patient performs in the severely impaired range on verbal attention measures but in the average range on memory testing; a patient misses items on recognition testing that were consistently provided on previous free recall trials, or misses many easy items when significantly harder items from the same test are passed).
3. Discrepancy between test data and observed behavior. Performance on two or more neuropsychological tests within a domain are discrepant with observed level of cognitive function in a way that suggests exaggeration or fabrication of dysfunction (e.g., a well-educated patient who presents with no significant visual-perceptual deficits or language disturbance in conversational speech performs in the severely impaired range on verbal fluency and confrontation naming tests).
4. Discrepancy between test data and reliable collateral reports. Performance on two or more neuropsychological tests within a domain are discrepant with day-to-day level of cognitive function described by at least one reliable collateral informant in a way that suggests exaggeration or fabrication of dysfunction (e.g., a patient handles all family finances but is unable to perform simple math problems in testing).
5. Discrepancy between test data and documented background history. Improbably poor performance on two or more standardized tests of cognitive function within a specific domain (e.g., memory) that is inconsistent with documented neurological or psychiatric history.
6. Self-reported history is discrepant with documented history. Reported history is markedly discrepant with documented medical or psychosocial history and suggests attempts to exaggerate deficits.
7. Self-reported symptoms are discrepant with known patterns of brain functioning. Reported or endorsed symptoms are improbable in number, pattern, or severity; or markedly inconsistent with expectations for the type or severity of documented medical problems.
8. Self-reported symptoms are discrepant with behavioral observations. Reported symptoms are markedly inconsistent with observed behavior (e.g., a patient complains of severe episodic memory deficits yet has little difficulty remembering names, events, or appointments; a patient complains of severe cognitive deficits yet has little difficulty driving independently and arrives on time for an appointment in an unfamiliar area; a patient complains of severely slowed mentation and concentration problems yet easily follows complex conversation).
9. Self-reported symptoms are discrepant with information obtained from collateral informants. Reported symptoms, history, or observed behavior is inconsistent with information obtained from other informants judged to be adequately reliable. The discrepancy must be consistent with an attempt to exaggerate deficits (e.g., a patient reports severe

APPENDIX B

memory impairment and/or behaves as if severely memory-impaired, but his spouse reports that the patient has minimal memory dysfunction at home).

Notwithstanding a practitioner's determination of sufficient effort in accordance with the foregoing factors, a Retired NFL Football Player's failure on two or more effort tests may result in the Retired NFL Football Player's test results being subjected to independent review, or result in a need for supplemental testing of the Retired NFL Football Player.

Note: Additional information relating to the evaluation of effort and performance validity will be provided in a clinician's interpretation guide.

Section 3: Estimate Premorbid Intellectual Ability

Test	Ability
Test of Premorbid Functioning (TOPF)	Reading Reading + Demographic Variables

The Test of Premorbid Functioning (TOPF) provides three models for predicting premorbid functioning: (a) demographics only, (b) TOPF only, and (c) combined demographics and TOPF prediction equations. For each model using demographic data, a simple and complex prediction equation can be selected. In the simple model, only sex, race/ethnicity, and education, are used in predicting premorbid ability. In the complex model, developmental, personal, and more specific demographic data is incorporated into the equations. The clinician should select a model based on the patient's background and his or her current level of reading or language impairment.

Note: It is necessary to estimate premorbid intellectual functioning in order to use the criteria for impairment set out in this document. Estimated premorbid intellectual ability will be assessed and classified as:

- Below Average (estimated IQ below 90);
- Average (estimated IQ between 90 and 109);
- Above Average (estimated IQ above 110).

Section 4: Neuropsychological Test Score Criteria by Domain of Cognitive Functioning

There are 5 domains of cognitive functioning. In each domain, there are several tests that contribute 3, 4, or 6 demographically-adjusted test scores for consideration. Test selection in the domains was based on the availability of demographically-adjusted normative data for Caucasians and African Americans. These domains and scores are set out below.

The basic principle for defining impairment on testing is that there must be a pattern of performance that is approximately 1.5 standard deviations (for Level 1 Impairment), 1.7-1.8 standard deviations (for Level 1.5 Impairment) or 2 standard deviations (for Level 2 Impairment) below the person's expected level of premorbid functioning. Therefore, it is necessary to have more than one low test score in each domain. A user manual will be provided to neuropsychologists setting out

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the cutoff scores, criteria for identifying impairment in each cognitive domain, and statistical and normative data to support the impairment criteria.

Domain/Test	Ability
Complex Attention/Speed of Processing (6 Scores)	
Digit Span	Attention & Working Memory
Arithmetic	Mental Arithmetic
Letter Number Sequencing	Attention & Working Memory
Coding	Visual-Processing & Clerical Speed
Symbol Search	Visual-Scanning & Processing Speed
Cancellation	Visual-Scanning Speed
Executive Functioning (4 scores)	
Similarities	Verbal Reasoning
Verbal Fluency (FAS)	Phonemic Verbal Fluency
Trails B	Complex Sequencing
Booklet Category Test	Conceptual Reasoning
Learning and Memory (6 scores)	
Logical Memory I	Immediate Memory for Stories
Logical Memory II	Delayed Memory for Stories
Verbal Paired Associates I	Learning Word Pairs
Verbal Paired Associates II	Delayed Memory for Word Pairs
Visual Reproduction I	Immediate Memory for Designs
Visual Reproduction II	Delayed Memory for Designs
Language	
Boston Naming Test	Confrontation Naming
BDAE Complex Ideational Material	Language Comprehension
Category Fluency	Category (Semantic) Fluency
Visual-Perceptual	
Block Design	Spatial Skills & Problem Solving
Visual Puzzles	Visual Perceptual Reasoning
Matrix Reasoning	Visual Perceptual Reasoning

Impairment Criteria: *Below Average* Estimated Intellectual Functioning (A1 – E1)

A1. Complex Attention (6 test scores)

1. Level 1 Impairment: 3 or more scores below a T score of 35
2. Level 1.5 Impairment: 4 or more scores below a T score of 35; or meet for Level 1 and 2 scores below a T score of 30
3. Level 2 Impairment: 3 or more scores below a T score of 30

B1. Executive Function (4 test scores)

1. Level 1 Impairment: 2 or more scores below a T score of 35
2. Level 1.5 Impairment: 3 or more scores below a T score of 35; or meet for Level 1 and 1 score below a T score of 30
3. Level 2 Impairment: 2 or more scores below a T score of 30

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C1. Learning and Memory (6 test scores)

1. Level 1 Impairment: 3 or more scores below a T score of 35
2. Level 1.5 Impairment: 4 or more scores below a T score of 35; or meet for Level 1 and 2 scores below a T score of 30
3. Level 2 Impairment: 3 or more scores below a T score of 30

D1. Language (3 test scores)

1. Level 1 Impairment: 3 or more scores below a T score of 37
2. Level 1.5 Impairment: meet for Level 1 and 2 scores below a T score of 35
3. Level 2 Impairment: 3 or more scores below a T score of 35

E1. Visual-Perceptual (3 test scores)

1. Level 1 Impairment: 3 or more scores below a T score of 37
2. Level 1.5 Impairment: meet for Level 1 and 2 scores below a T score of 35
3. Level 2 Impairment: 3 or more scores below a T score of 35

Impairment Criteria: Average Estimated Intellectual Functioning (A2 – E2)

A2. Complex Attention (6 test scores)

1. Level 1 Impairment: 2 or more scores below a T score of 35
2. Level 1.5 Impairment: 3 or more scores below a T score of 35; or meet for Level 1 and 1 score below a T score of 30
3. Level 2 Impairment: 2 or more scores below a T score of 30

B2. Executive Function (4 test scores)

1. Level 1 Impairment: 2 or more scores below a T score of 35
2. Level 1.5 Impairment: 3 or more scores below a T score of 35; or meet for Level 1 and 1 score below a T score of 30
3. Level 2 Impairment: 2 or more scores below a T score of 30

C2. Learning and Memory (6 test scores)

1. Level 1 Impairment: 3 or more scores below a T score of 35
2. Level 1.5 Impairment: 4 or more scores below a T score of 35; or meet for Level 1 and 1 score below a T score of 30
3. Level 2 Impairment: 2 or more scores below a T score of 30

D2. Language (3 test scores)

1. Level 1 Impairment: 2 or more scores below a T score of 37
2. Level 1.5 Impairment: 3 or more scores below a T score of 37; or meet for Level 1 and 1 score below a T score of 35
3. Level 2 Impairment: 2 or more scores below a T score of 35

E2. Visual-Perceptual (3 test scores)

1. Level 1 Impairment: 2 or more scores below a T score of 37
2. Level 1.5 Impairment: 3 or more scores below a T score of 37; or meet for Level 1 and 1 score below a T score of 35
3. Level 2 Impairment: 2 or more scores below a T score of 35

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Impairment Criteria: *Above Average* Estimated Intellectual Functioning (A3 – E3)

A3. Complex Attention (6 test scores)

1. Level 1 Impairment: 2 or more scores below a T score of 35
2. Level 1.5 Impairment: meet for Level 1 and 3 or more scores below a T score of 37
3. Level 2 Impairment: 3 or more scores below a T score of 35

B3. Executive Function (4 test scores)

1. Level 1 Impairment: 2 or more scores below a T score of 37
2. Level 1.5 Impairment: meet for Level 1 and 3 or more scores below a T score of 37; or meet for Level 1 and 1 score below a T score of 30
3. Level 2 Impairment: 2 or more scores below a T score of 30

C3. Learning and Memory (6 test scores)

1. Level 1 Impairment: 2 or more scores below a T score of 35
2. Level 1.5 Impairment: meet for Level 1 and 3 or more scores below a T score of 37
3. Level 2 Impairment: 3 or more scores below a T score of 35

D3. Language (3 test scores)

1. Level 1 Impairment: 2 or more scores below a T score of 40
2. Level 1.5 Impairment: 3 scores below at T score of 40; or meet for Level 1 and 1 score below a T score of 37
3. Level 2 Impairment: 2 or more scores below a T score of 37

E3. Visual-Perceptual (3 test scores)

1. Level 1 Impairment: 2 or more scores below a T score of 40
2. Level 1.5 Impairment: 3 scores below at T score of 40; or meet for Level 1 and 1 score below a T score of 37
3. Level 2 Impairment: 2 or more scores below a T score of 37

Section 5: Mental Health Assessment

Test	Symptoms/Functioning	Assessment
MMPI-2RF	Mental Health Assessment	Evaluation of Validity Scales and Configurations; T-Scores for Symptom Domains
Mini International Neuropsychiatric Interview (M.I.N.I. Version 5.0.0)	Semi-structured Psychiatric Interview	Scale Criteria for Various Psychiatric Diagnoses



CONCUSSION SETTLEMENT

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION
No. 2:12-md-02323 (E.D. Pa.)

INSTRUCTIONS FOR COMPLETING THE HIPAA AUTHORIZATION FORM

You must complete and sign this Form to the best of your knowledge if you want to apply for a Monetary Award.

By signing this Form, you authorize the use and disclosure of all Protected Health Information relating to the processing of your claim in the NFL Concussion Settlement Program.

If you have any questions or need any help completing your claim package:

Call 1-855-887-3485

Email ClaimsAdministrator@NFLConcussionSettlement.com

Visit www.NFLConcussionSettlement.com

CONCUSSION SETTLEMENT

No. 2:12-md-02323 (E.D. Pa.)

MONETARY AWARD CLAIM PACKAGE HIPAA AUTHORIZATION FORM

You must complete and sign this Form if you are a **Retired NFL Football Player** or the **Representative Claimant** of a Retired NFL Football Player and want to apply for a Monetary Award. This Form authorizes the use and disclosure of "Protected Health Information" as that term is defined in 45 C.F.R. § 160.103, relating to the processing of your claim in the NFL Concussion Settlement Program. Protected Health Information includes, but is not limited to, information regarding the Retired NFL Football Player's medical care, treatment, physical or mental condition, and medical expenses.

I. RETIRED NFL FOOTBALL PLAYER INFORMATION

Settlement Program ID											
Player Name	First	M.I.				Last				Suffix	
Social Security Number, Taxpayer ID or Foreign ID Number (if Retired NFL Football Player is not a U.S. Citizen) of Retired NFL Football Player (if known)		- - or									
Date of Birth of Retired NFL Football Player		/ / (Month/Day/Year)									

II. ENTITIES AUTHORIZED TO USE AND DISCLOSE PROTECTED HEALTH INFORMATION

By signing and submitting this Form, I authorize the use and disclosure of all Protected Health Information regarding my (or the Retired NFL Football Player's, if signed by a Representative Claimant) medical care, treatment, physical or mental condition, and medical expenses relating to my claim in the *In re: National Football League Players' Concussion Injury Litigation* Settlement program, as follows: (1) by the Claims Administrator, Special Masters, BAP Administrator, Lien Resolution Administrator, designated Qualified BAP Providers, Qualified BAP Pharmacy Vendors, Qualified MAF Physicians, Appeals Advisory Panel members, Appeals Advisory Panel Consultants, the Court, Class Counsel, Counsel for the NFL Parties and the NFL Parties (which, in turn, may share the Protected Health Information with the NFL Parties' insurers or reinsurers) for use and/or disclosure with one another in the performance of their functions and duties pursuant to the Settlement Agreement; (2) by the Lien Resolution Administrator for use and/or disclosure to the holders of any liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type, including all Governmental Payors (such as the Medicare Program, any state Medicaid Program, the Department of Veterans Affairs, Tricare, Indian Health Services, and their respective contractors), Medicare Part C or Part D Programs, private health care providers, health plans, and health insurers, and any contractors or recovery agents of the foregoing persons and entities (collectively, "Lienholders"), for the purpose of identifying and resolving any potential Liens in connection with any Monetary Award that I may receive; and (3) by the Lienholders for disclosure to the Lien Resolution Administrator and Claims Administrator for the purpose of identifying and resolving any potential Liens in connection with any Monetary Award that I may receive.

MONETARY AWARD CLAIM PACKAGE HIPAA AUTHORIZATION FORM

III. AUTHORIZATION

By signing below, I acknowledge and understand all of the following:

1. I have the right to revoke this authorization at any time. If I wish to revoke the authorization, I must do so in writing and must provide my written revocation to the Claims Administrator. The written revocation must be signed and dated. The revocation will not apply to any disclosures that already have been made in reliance on this authorization prior to the date upon which the Claims Administrator receives my written revocation.
2. My authorization of the disclosure of the subject Retired NFL Football Player's Protected Health Information is voluntary, which means I can refuse to sign this Form. I do not need to sign this Form to obtain health treatment from any medical provider or to enroll in or be eligible for any health plan benefits. However, I recognize that if I do not sign this Form and submit it to the Claims Administrator, my Claim Package will be incomplete under the terms of the Settlement Agreement and will not be processed.
3. Any Protected Health Information or other information released to the Claims Administrator, Special Masters, BAP Administrator, Lien Resolution Administrator, Qualified BAP Providers, Qualified BAP Pharmacy Vendors, Qualified MAF Physicians, Appeals Advisory Panel members, Appeals Advisory Panel Consultants, the Court, Class Counsel, Counsel for the NFL Parties and the NFL Parties (including the NFL Parties' insurers or reinsurers) may be subject to re-disclosure by such person/entity, and may no longer be protected by applicable federal and state privacy laws. Each of those persons and entities, however, is permitted to use and disclose your information only in accordance with this Form, the Settlement Agreement, a contract executed pursuant to the Settlement Agreement, orders of the Court, and/or applicable law.
4. My Protected Health Information may include information relating to sexually transmitted disease, acquired immunodeficiency syndrome ("AIDS"), or human immunodeficiency virus ("HIV"), behavioral or mental health services and treatment for alcohol and drug abuse.
5. This Form is valid from the date of my signature in Section IV until the date that the Claims Administrator performs the last act to process the claim for a Monetary Award that I submitted with this Form.
6. I have a right to receive and retain a copy of this Form.
7. Any photostatic copy of this Form shall have the same authority as the original, and may be substituted in its place.

IV. SIGNATURE

The Retired NFL Football Player or Representative Claimant of the Retired NFL Football Player named in Section I must sign and date this Form below. **By signing below, I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that all information provided in this HIPAA Authorization Form is true and correct to the best of my knowledge, information and belief.**

Signature			Date	<table border="1"><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)																									
Printed Name	First	M.I.	Last	Suffix																					
If you are signing this Form as a Representative Claimant, describe your relationship to the Retired NFL Football Player and your authority to act on his behalf:																									

MONETARY AWARD CLAIM PACKAGE HIPAA AUTHORIZATION FORM

V. HOW TO SUBMIT THIS FORM

You may submit this Form in one of two ways:

By U.S. Mail:

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

By Delivery:

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