

SPECIAL MASTERS' RULE 27 DECISION ON THE REPORT OF ADVERSE FINDING REGARDING DR. LISA COOK AND ASSOCIATED CLASS MEMBERS

This Audit proceeding implicates two anti-fraud provisions created by the Amended Class Action Settlement Agreement: Section 10.3, which generally defines the Audit processes in the Program, and Section 5.7, which concerns the BAP Administrator's specific obligation to oversee the work of Qualified BAP Providers.¹ Those Providers covenant to operate in good faith and to personally diagnose Claimants in the program.² As the Agreement starkly warns:

The Provider Contract's fraud policies will contain the following warning against fraudulent conduct: 'As a Qualified BAP Provider you have agreed to provide your services and make your diagnosis in good faith in accordance with best medical practices. Your diagnoses and billings will be audited on a periodic and random basis subject to the discretion of the BAP Administrator and Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof). Any finding of fraudulent diagnoses or billings by you will be subject to, without limitation, referral to appropriate regulatory and disciplinary boards and agencies and/or federal authorities, the immediate termination of this contract, and your disqualification from serving as a diagnosing physician in any aspect of the Class Action Settlement.'³

In mid-2025, the Claims/BAP Administrator⁴ received information raising serious concerns about the conduct of an established BAP and MAF provider: Dr. Lisa Cook of The Los Angeles Headache Center (LAHC). Dr. Cook was then an active Program provider who had conducted at least 97 neurological evaluations and certified to 29 Monetary Award Claims. Those medical services were the foundation for over twenty million dollars in Awards, and payments from the Program to Dr. Cook exceeding \$30,000. And yet, according to two tipsters who had been until 2025 employed by Dr. Cook, she had not been personally examining patients, but instead delegated that function to individuals on her staff.

¹ Settlement Agreement, Section 5.7(a)(v).

² The Settlement requires that BAP examinations, both neurological and neuropsychological, be "*performed by . . . a Qualified BAP Provider.*" Settlement Agreement, Section 5.2 (emphasis added). The BAP Contract, signed by all Qualified BAP Providers, has the same requirement ("a basic neurological examination provided by a Neurologist Qualified BAP Provider"), see Qualified BAP Provider Contract, as do the relevant MAF Rules. *See, e.g.*, MAF Rule 13(f) ("[A] Qualified MAF Physician specifically cannot . . . [s]ign a Diagnosing Physician Certification Form for a Retired NFL Football Player whom he or she did not personally examine."). The MAF Physician Contract states that "Qualifying Diagnos[es] provided by a Qualified MAF Physician shall be in accordance with the definitions set forth in the Qualified MAF Physician Manual." Participating Qualified MAF Physician Agreement. That Manual in turn provides that for all Diagnoses, "[y]ou must have personally examined the Retired Player." Qualified MAF Physician Manual. In sum, for both BAP and MAF Diagnoses, to be paid *and* to make Qualifying Diagnoses "[t]he diagnosing physician . . . must have examined that Player in person." *Frequently Asked Questions: FAQ #90* (Does the physician who makes the Qualifying Diagnosis of a Retired NFL Football Player have to see and examine that Player in person?), NFL CONCUSSION SETTLEMENT, <https://www.nflconcussionsettlement.com>.

³ Settlement Agreement, Section 5.7(a)(iv)(2).

⁴ For the purposes of this report, we will refer to the Claims Administrator above, though, as its Audit Report notes, some of this work was done in its concurrent role of BAP Administrator.

The Claims Administrator opened a formal Audit, prophylactically terminated Dr. Cook on July 18, 2025, and on November 13, 2025, issued an Audit Report concluding that “[o]ur investigation strongly indicates that Dr. Cook did not personally evaluate Players at least during some periods of time that she acted as Qualified BAP Provider or Qualified MAF Physician. Dr. Cook’s misrepresentations materially affect numerous Monetary Award Claim Packages, BAP diagnoses, and MAF examinations in the Settlement Program.” Audit Report at 14. It made certain remedial recommendations which we discuss below.

Both Dr. Cook and Athlaw LLP—a law firm representing five Settlement Class Members with pending Claims based on her diagnoses—responded to the Audit, denying its allegations. The NFL Parties, filing a Reply, assert that these objectors have not met their burden of showing that the Claims Administrator’s Audit Report lacked any reasonable basis.

STANDARD OF REVIEW

The Settlement generally entrusts the Audit investigatory process to its appointed BAP and Claims Administrators. Section 10.3 of the Agreement provides the main contractual source of that authority. It starts, in Section 10.3(b), by setting out the Claims Administrator’s power to begin an Audit, and grants the Claims Administrator wide and sweeping authority to collect information in service of a particular goal: to prevent fraud.

When auditing a Settlement Class Member’s claim for a Monetary Award or Derivative Claimant Award, the Claims Administrator will review the records and information relating to that claim and determine whether the Claim Form or Derivative Claim Form misrepresents, omits, and/or conceals material facts that affect the claim.⁵

And once it has concluded its investigation, it is for the Claims Administrator to determine its import. As Section 10.3(i) explains (emphasis added):

If, upon completion of an audit, *the Claims Administrator determines* that there has been a misrepresentation, omission, or concealment of a material fact made in connection with the claim, the Claims Administrator will notify the Settlement Class Member and will refer the claim to the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof) *for review and findings*. The Special Master’s review and findings shall take into account whether the misrepresentation, omission or concealment was intentional

Section 10.3(j) continues:⁶

⁵ Settlement Section 10.3(g).

⁶ Again, emphasis added.

In addition, if the Claims Administrator *at any time makes a finding (based on its own detection processes or from information received from Co-Lead Class Counsel or Counsel for the NFL Parties) of fraud* by a Settlement Class Member submitting a claim for a Monetary Award or Derivative Claimant Award, *and/or by the physician providing the Qualifying Diagnosis*, including, without limitation, misrepresentations, omissions, or concealment of material facts relating to the claim, the Claims Administrator will notify the Settlement Class Member and will make a recommendation to Co-Lead Class Counsel and Counsel for the NFL Parties to refer the claim to the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof) for review and findings that may include, without limitation, those set forth in Section 10.3(i).

The rules for certain audits of BAP providers, found in Section 5.7(a)(v), create a distinct Audit path:

The BAP Administrator will audit the credentialing and performance of Qualified BAP Providers on an annual (or, as needed, more frequent) basis. The criteria and process for the audit will be overseen by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof) . . .

These provisions thus assign the Claims Administrator the lead role in Audits—gathering facts, investigating claims, and making the threshold findings that trigger Special Master review—while reflecting the anti-fraud framework the NFL Parties negotiated as a condition of funding the Monetary Award Fund.

The Audit’s explicit textual charge was incorporated into our appointment order. After first explaining that we are authorized to take “all steps necessary to faithfully oversee the implementation and administration of the Settlement Agreement,” the Court further explained that

With respect to the auditing of Monetary Awards and Derivative Claimant Awards, the Master(s) will review any claims referred by the Claims Administrator and determine whether a misrepresentation, omission, or concealment of material fact was made in connection with the claim. The Master(s) will make findings and grant appropriate relief as authorized by § 10.3(i) of the Agreement. Pursuant to Fed. R. Civ. P. 53(f)(3)(B), the parties agree that the decision of the Master(s) findings will be final and binding. Pursuant to Fed. R. Civ. P. 53(f)(4), the Court will review de novo any objection to the Master(s)’ conclusions of law.⁷

The Audit Rules implement the authority granted in Sections 5.7 and 10.3, and put it into the framework of the Federal Rules. They do not expand it. Under the Settlement’s structure, the

⁷ ECF No. 6871, Order Appointing Special Masters (July 13, 2016), at 5; ECF No. 11022, Order Appointing Special Master (Mar. 5, 2020), at 3; Rules Governing the Audit of Claims, at Rule 12(c) (Mar. 18, 2020), <https://www.nflconcussionsettlement.com>.

Claims Administrator owns the factual record: it investigates, gathers facts, and makes the threshold findings that trigger referral. By the time a claim reaches us, that work is done. The Audit Rules reflect this division: we ask not whether we would have reached the same conclusions, but whether the Claims Administrator’s findings had a “reasonable basis.”⁸ If they did, we adopt them, and those factual determinations become final under F.R.C.P. 53. The Special Master’s distinct task in Audit is really to determine what happens next—to set the remedy.

AUDIT HISTORY

The current Audit began in May 2025 with a tip arriving through the Settlement’s website.⁹ Audit Report at 2-3. It stated:

The Los Angeles Headache Center Dr. Lisa Cook does not complete the evaluations for players. Her PA, Janee Malan completes them does all of the reports and is forced to sign off as the doctor. I know this because I schedule the patients, confirm the appointments, and check them in to see Janee. The appointments are on Janee schedule only. All staff that work there know all appointments are scheduled with the PA and not the Doctor that has the contract to do them for the NFL settlement program.

Id.

Given this context, the Claims Administrator’s investigator interviewed Dr. Cook’s former office manager, Christy Price, on June 13, 2025. *Id.* at 3. Ms. Price stated that she had worked for Dr. Cook for a year and had recently resigned because of what she alleged were the practice’s fraudulent billing. *Id.* She further explained that Janee Malan, Dr. Cook’s Physician’s Assistant, was primarily responsible for seeing patients, and Dr. Cook’s role was limited to “pop[ping] into the room to introduce herself and stay for a few minutes.” *Id.*

The investigator talked to Ms. Malan on June 13 and June 16. *Id.* Ms. Malan stated that she had resigned from Dr. Cook’s practice just a few days earlier, on June 11, 2025. *Id.* She too was concerned about issues related to patient care and billing. *Id.* Ms. Malan confirmed Ms. Price’s description: NFL Concussion Settlement evaluations were scheduled for days that Dr. Cook was in the office, but the neurologist did not substantively conduct them, rather she “step[ped] into the room” briefly. *Id.* Ms. Malan completed neurologist reports, and answered questions from the Claims Administrator and counsel. *Id.* at 3-4. Ms. Malan also provided internal emails that supported her allegations—including one from Dr. Cook asking Ms. Malan to “address” questions in a report without further specific directions. *Id.* at 4.

⁸ Audit Rule 28.

⁹ There were, as the Audit Report notes, previous communications with Dr. Cook about her diagnostic practices, including allegations that she had not personally evaluated Claimants. Audit Report at 2. But those resolved without an adverse finding in 2023. *Id.*

The Audit team then interviewed 64 distinct Settlement Class Members (SCMs), of which 11 were unrepresented, to determine who had examined them. *Id.* at 6. As the Audit Report discloses, the results of these calls were “mixed.” *Id.* Twenty-five SCMs “reported that they either did not see Dr. Cook at all, or the examination with her was fairly limited,” including one who stated that Dr. Cook merely thanked him for coming without discussing his health at all. *Id.* Twenty-seven SCMs stated that Dr. Cook performed their exams. *Id.* at 7. Twelve could not remember. *Id.* All nine SCMs with *pending* claims asserted that Dr. Cook substantively conducted at least some of their exams. *Id.* Eight of the nine were represented by counsel. *Id.*¹⁰

In short, the Claims Administrator gathered information indicating that, at times, neurological reports signed by Dr. Cook resulted from interviews that she did not substantively conduct, though she may have introduced herself to the SCMs. At other times, the Claims Administrator found evidence consistent with the conclusion that Dr. Cook personally conducted neurological examinations. The Audit’s conclusion was appropriately measured: evidence gathered “strongly indicates that Dr. Cook did not personally evaluate Players at least during some periods of time that she acted as Qualified BAP Provider or Qualified MAF Physician.” *Id.* at 14.

Dr. Cook’s five-page response to the Audit Report asserted that this conclusion was “false.” Cook Response at 2. Claiming that Ms. Malan and Ms. Price are “disgruntled” ex-employees, it accused the latter of shirking work by reducing call volume, and the former of “mismanaging supplies.” *Id.* at 2-3. And, it said, there is no hard evidence that Dr. Cook did not at least participate in some of the neurological examination for each SCM. *Id.* at 3. Dr. Cook pointed out some examples of SCMs confirming that she had conducted the entire neurological examination, and argued that “most” of the SCMs reported being interviewed by Dr. Cook, and “most” reported spending significant time with her. *Id.* at 4.

Athlaw, representing twenty SCMs nominally evaluated by Dr. Cook, including five with pending Claims, filed a fifty-page, densely-argued response. (“Athlaw Reply”) Athlaw’s primary argument is that the Settlement’s Audit process requires that for *each potentially affected claim* there must be a specific finding of a “misrepresentation, omission or concealment of a material fact.”¹¹

¹⁰ As described below, only eight of these claims are currently pending: the ninth was denied before the Audit Report issued.

¹¹ Athlaw reads a prior opinion of Judge Brody to require individualized factfinding and determinations of intent. Athlaw Reply at 32 (“In the words of the Honorable Judge Brody, ‘Ultimately, the Special Masters’ Decision [should not] unilaterally den[y a Player’s] previously decided monetary award without any specific reference to [the Player’s] Claim or any individual finding that [the Player’s] previously awarded claim lacks merit.’”). But those are not the Court’s words. The language is instead a quotation—embedded in an Opinion we wrote—from a different claimant’s appeal brief. *See* Special Masters’ Revised Rule 27 Decision on the Report of Adverse Finding at 6-7 (Oct. 23, 2024), https://www.nflconcussionsettlement.com/ViewDoc.aspx?dp=rule_27_100006836.pdf.

Judge Brody’s actual remand order required individualized attention for a different reason: a procedural error. As we explained, “due to the timing of his change in counsel, [the Claimant] did not receive proper notice of the Audit and was not afforded the opportunity to respond under Audit Rules 19 and 20.” *Id.* at 8. Judge Brody charged us with making this procedural mistake right: “This delayed and incomplete notice deprived Player of a meaningful opportunity to be heard by the Special Masters concerning the suspension of a claim that had already been approved by the Claims Administrator on April 6, 2023, notwithstanding the Audit Report completed two months earlier. The

Athlaw concedes that “there is, in fact, a reasonable basis for finding that Dr. Cook may have misrepresented that she examined in person a few Players who do not have pending claims.” *Id.* at 6. But because each of the Claimants it represents with pending claims stated during Audit that they had been personally examined by Dr. Cook, Athlaw argues there could be no “reasonable basis” for determining that *their* claims were based on omitted and material facts. *Id.* It explains the reason that SCMs who had not filed claims were more likely to deny seeing Dr. Cook was that she was more likely to spend time with patients with otherwise qualifying neuropsychological test scores. *Id.* at 11-12.

Athlaw also makes a substantive legal argument, asserting that “many cases” equate a “reasonable basis test” with whether there was “substantial evidence to justify the findings and determination.” *Id.* at 6-7. This “substantial evidence” test requires both that the decision be reasoned and that the evidence for the finding outweigh that against it. In short, for Athlaw, an Audit can be affirmed only if the Special Masters independently determine that the Claims Administrator has surmounted a high burden of proof.

Neither Dr. Cook’s nor Athlaw’s submissions persuade us that the Claims Administrator’s factual determinations should be disturbed.

To start, Dr. Cook correctly points out that the record shows that *at times* she completed exams herself. But there is also evidence to the contrary, including the direct submissions of two tipsters, as well as dozens of SCMs who either denied seeing Dr. Cook for more than a greeting, or could not remember her at all. Dr. Cook argues that her ex-employees’ opinions should not be credited, but that factual judgment is precisely the sort that is reasonably in the purview of the Claims Administrator. Overall, there was a reasonable basis to conclude that Dr. Cook violated the terms of her Provider contract and certified Diagnoses. The Administrator’s Settlement-derived authority to weigh competing accounts is precisely why the Audit Rules place the burden on claimants to show the absence of a reasonable basis, rather than requiring the Administrator to justify its conclusion on some heightened standard. Credibility determinations in the face of conflicting testimony are the Administrator’s function, not ours to revisit *de novo*.

That brings us to Athlaw’s primary argument that the pending Claims cannot be dismissed absent an individualized finding that each Claimant’s submission contained a material omission or misrepresentation. Neither the Settlement Agreement nor the Audit Rules require that level of granular proof.

Audit Rule 26 expressly contemplates consolidation of multiple Audit Proceedings presenting common issues of law or fact and authorizes determinations that serve the efficient and equitable administration of the Settlement as a whole. Consolidation would be meaningless if the

fact that the audit proceeding concerned a law firm that no longer represented Player and had not filed the claim that was pending and approved in 2023 may well have resulted in a different decision by the Special Masters as to Player’s claim. In these circumstances, the Special Masters should consider whether the claim was properly denied.” *Id.* at 7. That is, because we had originally failed to provide a claimant adequate notice, we were required to particularize our analysis on remand.

Special Masters were required to re-prove, claim by claim, a defect that arises from a common evidentiary source.

Here, the Claims Administrator developed evidence from multiple SCMs demonstrating that Dr. Cook had a pattern of filing paperwork that rested on a false premise: that she had personally examined the relevant Claimant. Those falsifications go to matters that directly affect eligibility for Monetary Awards under Exhibit 1. And the record demonstrates that some Claimants were paid based on Dr. Cook's exams in circumstances where it is not clear that she herself conducted the relevant exam.¹²

Over dozens of interviews, the Claims Administrator's report establishes a pattern of Dr. Cook not substantively examining SCMs as she promised in her contract. That pattern justifies an inference that there is a reasonable basis to support a finding that a material misrepresentation was made "in connection with" the pending Claims as well.

Athlaw contends that its SCMs' pending Claims did not result from a substantively absent physician's false certification of diagnostic participation. But the Settlement mandates broad processes—such as those mentioned in Section 10.4—to detect and prevent systemic fraud. That directive informs how Sections 10.3(i) and (j) operate when the Administrator develops evidence that required physician certifications are materially unreliable. Once the Administrator has developed specific evidence that a provider falsified material diagnostic information in multiple claims, and the remaining claims rest on the same provider's certifications and methodology, the Administrator is not required to treat those submissions as presumptively reliable. To require that each be proven individually would invert the burden structure of Rule 28, which asks whether there is no reasonable basis to support the Administrator's finding. That is so because the pattern itself supplies the inference.

¹² For example, SPID 100002805 (who is not represented by Athlaw and is not a subject of this Audit) received an award of nearly \$170,000 after offsets in March 2025 for Level 1.5 Neurocognitive Impairment based on Dr. Cook's certification. That Claimant reported to the Audit team, however, that the examination was substantively conducted by "an assistant to the doctor. . . [who] spent a considerable amount of time with them, and [Claimant] felt they had a very good rapport." As the record continues:

The assistant was very thorough and asked all the appropriate questions relating to [Claimant's] prior medical history, number of concussions, current problems, everyday struggles and changes they observed. The assistant also administered some memory tests. As they were coming to the end of the evaluation which lasted about 1-1 ½ hours, [Claimant's wife] interjected and mentioned that the assistant had not asked about the shaking (tremors) in her husband's hands. At that point, the assistant left the room, stating she had to find the doctor.

[Claimant] stated that when Dr. Cook came into the room her whole demeanor was the exact opposite of the assistant's. Dr. Cook had no affect, and her speech was monotone. She examined [Claimant] for 10-15 minutes and then said he needed more testing but did not provide information about where to go or who to see for next steps.

Audit Report at Exhibit F.

In a first round of interviews, Athlaw’s five pending claimants uniformly reported that Dr. Cook personally examined them. The Claims Administrator noted that Athlaw’s clients advanced “remarkably similar accounts of their experiences with Dr. Cook,” but did not affirmatively conclude that they were coached. Audit Report at 14. We therefore do not draw adverse inferences from that uniformity. Nevertheless, those accounts cannot rescue the pending Claims for a straightforward reason: the reliability of Dr. Cook’s certifications is the foundation on which each Claim rests, and the Audit has demonstrated that foundation to be structurally unsound. A claimant’s sincere belief that Dr. Cook examined them does not convert the physician into a reliable provider. It is the Provider’s certification—not the claimant’s recollection of who was in the room—that the Program relies upon. And when an Audit under Section 5.7 and Section 10.3 reasonably finds that certification is wanting in one place, it is similarly reasonable to conclude that it was globally deficient.

Athlaw also argues that the Claims Administrator’s findings must be supported by “substantial evidence,” invoking case law equating a “reasonable basis” with substantial-evidence review in administrative law. That standard has no application here.

The Settlement Agreement’s Audit process is unlike either a criminal prosecution or an agency adjudication. In a contractually created system that depends upon physician certifications and documentary submissions, the Administrator lacks unlimited compulsory power to independently verify every representation.¹³ Audit Rule 12 directs the Claims Administrator to refer a claim if there is a “reasonable basis” to support a finding of material misrepresentation. Audit Rule 28 then frames the Special Master’s inquiry in burden-shifting terms: the Settlement Class Member must establish that there is “no reasonable basis” to support such a finding.

By contrast, “substantial evidence” is a term of art used in judicial review of agency action. The cases Athlaw cites—involving far afield regimes like judicial review of a rent control board and a social security administrator—illustrate the point rather than support its position.¹⁴ The substantial evidence standard arose in a setting where an agency exercised sovereign authority subject to statutory delegation, and appellate courts applied substantial-evidence review to protect regulated parties from arbitrary government action. Neither that sovereignty nor that structural asymmetry is present here. The Parties voluntarily contracted into this Settlement’s Audit

¹³ This is equally true in Claim Appeals, as we have previously written. *See* Special Master Ruling on Validity Testing, External Evidence, and Functional Impairment, at 18-19 (Mar. 27, 2023), https://www.nflconcussionsettlement.com/ViewDoc.aspx?dp=validity_evidence_impairment_sm.pdf (“Advocates have, with increasing frequency, argued in appeals like this one that they have due process rights which create entitlements to procedures not mentioned in the Settlement’s text. As the leading treatise on class action practice teaches, ‘the scope of the settlement administrator’s authority is limited by the terms of the settlement, and by an obligation to perform her duties in good faith.’ The text shapes the contours of what administrative process claimants are due.”).

¹⁴ *See, e.g.,* Wiener v. Gabel, 18 A.D. 2d 1025 (2d Dept., 1963) (NY Rent Control Board); Kent v. Schweiker, 710 F.2d 110, 114 (3d Cir. 1983) (social security administrator).

mechanism and negotiated its standards, and Claimants choose to submit their documentation knowing the rules of the road.

Where specific and corroborated evidence establishes that materially identical certifications were false in multiple instances, the Agreement permits the Administrator to draw reasonable inferences from that pattern in determining whether a material misrepresentation was made in connection with related Claims. Once such a reasonable basis is established, the burden shifts to the affected Claimants to demonstrate that no such basis exists. The Agreement does not require more.¹⁵

DETERMINATION

We conclude that the Claims Administrator had a reasonable basis to conclude that Dr. Cook did not personally examine SCMs who later filed Claims in this Settlement Program. That reasonable basis consisted both of the direct evidence of tipsters from her office making just that allegation, but also dozens of interviews with SCMs who denied being personally examined by Dr. Cook, or who did not remember her at all. That conclusion is not at all undermined by evidence that *some* of the time, Dr. Cook did examine her patients as she covenanted to do. We adopt the Audit Report's factual conclusions.

If Dr. Cook did not personally conduct evaluations, that fact would be material to their submission, since the entire edifice of review turns on deference to physicians' judgments, born from their *own* in-person observations. Having a physician's assistant do the examination—as Ms. Malan expressly stated—and write the relevant report directly undermines the Program's system of review. And the pattern of conduct established here is consistent with intentional falsification.

The Claims Administrator offers several recommended remedies in light of the many examples it uncovered of Dr. Cook's failing to personally conduct exams.¹⁶ Because this was plausibly her pattern—as it reasonably concluded—it found itself unable to know which Reports she herself completed, and has consequently lost confidence in Dr. Cook's veracity. It thus permitted SCMs with pending BAP exams to seek new ones.

We go further: any SCM who underwent a BAP exam nominally conducted by Dr. Cook, and who either received a finding of no impairment or whose pending Claim will be denied in this Audit, will have the right to a new one, paid by the Program, to be scheduled as soon as possible. After all, it is not the responsibility of a potentially cognitively compromised SCM to determine whether a physician or her assistant is in the room. The Claims Administrator shall notify each

¹⁵See Rule 27 Decision of July 21, 2025, https://www.nflconcussionsettlement.com/ViewDoc.aspx?dp=notice_audits_individual_players.pdf (declining to re-weigh evidence or disturb the inferences drawn in Audit based on new investigations conducted by counsel).

¹⁶ Neither the Claims Administrator nor the NFL Parties made any recommendations about recouping funds from Claimants who have already been paid based on Qualifying Diagnoses purportedly made by Dr. Cook. We consider the matter therefore closed.

affected SCM of this right within 30 days and shall coordinate scheduling with available Qualified BAP Providers on an expedited basis.

For the pending Monetary Award claims supported by an evaluation purportedly performed by Dr. Cook, the Claims Administrator recommended denial, either immediately, or post-remand on Appeal. Because the Audit establishes that materially unreliable certifications were used in multiple Claims and because the record does not permit reliable differentiation between accurate and inaccurate certifications within the pending set, denial of the pending Claims is warranted under Section 10.3(i).¹⁷ For Claims on Appeal, we direct the Claims Administrator to refund any relevant appeals fee.

We also adopt the Claims Administrator's remaining remedies. We direct it to:

- Deny any Monetary Award claim submitted in the future that is supported by an evaluation purportedly performed by Dr. Cook.
- Instruct Claimants and Providers that records produced by Dr. Cook shall not be relied on and must be excluded from any future claim filings. The Claims Administrator shall accomplish this first by posting this decision on the public website, but also continuing to monitor future claims and correcting reliance on Dr. Cook's records if it occurs.
- Deny payment of any outstanding invoice submitted by Dr. Cook for any BAP evaluation purportedly performed by her.
- Refer Dr. Cook to her governing licensing agencies and appropriate law enforcement agencies.



David A. Hoffman, Special Master



Jo-Ann M. Verrier, Special Master

April 2, 2026

¹⁷ One Claim pending during the Audit (SPID 100014694) received a Notice of Denial and the appeal window was still pending when the Claims Administrator issued its Audit Report. Another Notice of Denial due to our decision is therefore unnecessary. However, a copy of this decision shall be shared with the SCM and his attorney. A subsequent appeal of the denial will necessitate another Notice of Denial pursuant to this decision.