

IN RE: NATIONAL FOOTBALL
LEAGUE PLAYERS' CONCUSSION
INJURY LITIGATION

Appeal 2026-4

THIS DOCUMENT RELATES TO:
APPEAL OF SETTLEMENT CLASS
MEMBER [REDACTED]
REGARDING DENIAL OF
MONETARY AWARD

Dr. [REDACTED] completed a Clinical Dementia Rating (CDR) worksheet, finding that Mr. [REDACTED] presented with scores of 2.0 in the areas of Community Affairs and Home and Hobbies, and a score of 1.0 in the area of Personal Care. Doc. 393300 at 11.

Of Mr. [REDACTED] cognitive impairment, Dr. [REDACTED] reported that he:

demonstrates significant cognitive impairment, particularly affecting memory, orientation, and executive function. He has difficulty recalling recent events, including major occasions like his sister's birthday. He struggles with orientation to time and date, and has limited ability to drive only to familiar locations. Problem-solving skills are poor, and he requires assistance with financial transactions.

Doc. 393295 at 3.

Dr. [REDACTED] did not review any neuropsychological testing but noted that Mr. [REDACTED] had scored 11/30 on the Montreal Cognitive Assessment Test (MoCA) in 2019. *Id.*²

Ultimately, Dr. [REDACTED] certified a Qualifying Diagnosis of Level 2 Neurocognitive Impairment. Doc. 393299. Though Dr. [REDACTED] indicated that a neuropsychologist did not assist him in rendering the Diagnosis, he declined to state whether he found testing medically unnecessary due to the severity of Mr. [REDACTED] impairment. *Id.* at 15, 18.

On June 4, 2025, counsel for Mr. [REDACTED] emailed the Claims Administrator. Doc. 415451 at 41. Evidently dissatisfied with Dr. [REDACTED] report, Counsel wrote:

I feel an obligation to bring to your attention a developing problem within the program that stands to continuously impact my clients and other former players and further frustrate the intended purpose of the NFL Concussion Settlement Administration and program.

This current example involves [Mr. [REDACTED] who is another former player who attended an appointment with an MAF provider who is not educated properly concerning the settlement program monetary award criteria. Specifically, this MAF provider is rendering diagnoses inconsistent with the requirements of the claims process which will result in either an outright denial of the claim or a denial in the audit and appeal process.

As you are also aware, no lawyer or firm is permitted to communicate with MAF physicians to preserve the integrity of the program aside from simply scheduling an

² Here, Dr. [REDACTED] pulled from medical records created by previously-Qualified-BAP neurologist Dr. [REDACTED] supported by Qualified-BAP neuropsychologist Dr. [REDACTED]. The BAP exam led to no impairment finding as the examining doctors did not agree with each other about whether a Diagnosis was indicated, and the reviewing AAP member ultimately concluded that no Qualifying Diagnosis was supported by the records.

appointment . . . [t]his is a task solely within the responsibility of the Administrator and/or AAP personnel.

I ask that you review . . . the findings and opinions rendered by the MAF provider and let me know how this should be handled without the need to go through a prolonged claims process that will result in an ultimate denial of the claim. Please keep in mind that there was not a single provider within 150 miles of Mr. [REDACTED] residence. So, we had to obtain a waiver for him to see any provider under the MAF program.

I send this communication in the hope to avoid a denial for Mr. [REDACTED] and denials for future claimants given the lack of understanding on the part of the MAF physicians in this matter. This is now my third or fourth client who has experienced this with an MAF physician. I fear that a continued pattern of appointments and denials by MAF physicians will require intervention of the Court to resolve this matter and prevent unnecessary future claim denials. This lack of understanding on the part of the MAF physicians frustrates the claims process and ultimately denies all NFL claimants the due process they are entitled to under the terms of the settlement agreement.

Id. at 41-42. The Claims Administrator took the complaint under advisement and informed Counsel that it would follow up when it received additional information. *Id.* at 40.

About a month later, Counsel nudged the Claims Administrator again, seeking an update on “the matter regarding [REDACTED].” *Id.* at 39. In its response, the Claims Administrator confirmed it was “working with Dr. [REDACTED] to make sure that he is performing evaluations correctly,” and indicated that it would “follow up if additional information is required to assist with the review of Mr. [REDACTED] claim.” *Id.*³

After receiving this response, Counsel persisted, continuing to seek an update relevant to Mr. [REDACTED] specifically. *Id.* at 38. These efforts apparently confused the Claims Administrator, since, at that point, it had received “the [Diagnosing Physician Certification Form] and reports from Dr. [REDACTED] for Mr. [REDACTED] but no “submitted Claim Package for review.” *Id.* at 37.

On July 11, 2025, Counsel clarified its ask: “[t]he issue is that since Dr. [REDACTED] is new to the program, the language in the report does not match the diagnosis he gave. We do not want to submit until this is rectified.” *Id.* In other words, Counsel wanted the Claims Administrator not just to remind Dr. [REDACTED] of Settlement protocols—it demanded that the Claims Administrator to affirmatively *correct* Mr. [REDACTED] medical records.

When the Claims Administrator replied to this message, it explained that fulfilling this request would not comport with its duties under the Settlement:

³ Here, the Claims Administrator referred to another Claimant in error. Doc. 415451 at 39.

[w]e are not able to advise you on whether to file a claim. However, . . . Dr. [REDACTED] certified a diagnosis of Level 2 neurocognitive impairment. As previously mentioned, we are working on providing feedback to Dr. [REDACTED] to ensure his understanding of the Settlement criteria. If you chose to file a claim at this time, we will conduct a thorough review and address any discrepancies that may arise.

Id. at 36.

On August 1, 2025, Mr. [REDACTED] filed a Claim for benefits, based on the Diagnosis of Level 2 Neurocognitive Impairment certified by Dr. [REDACTED] Doc. 401555.

On November 14, 2025, the Claims Administrator denied the Claim, finding that Mr. [REDACTED] failed to satisfy criterion (ii), (iii), and (iv). Doc. 413881. In so doing, it adopted the findings of an Appeals Advisory Panel Leadership Council (AAPLC) Member. *Id.* at 1.

Regarding criterion (ii), the Claims Administrator noted that while Dr. [REDACTED] “indicated a neuropsychologist did not assist in making the Qualifying Diagnosis,” he “did not indicate that neuropsychological testing was not medically necessary or provide any explanation regarding why neuropsychological testing was not completed.” *Id.* at 2.

The Claims Administrator thus adopted the Member’s independent analysis of whether Mr. [REDACTED] impairment was so severe as to obviate the need for medical testing. *Id.* The Member relied on the Settlement’s two-pronged test for making this determination, inquiring first into the severity of Mr. [REDACTED] impairment, and second, the nexus between the severity of the impairment and the lack of need for neuropsychological testing. *Id.*⁴

The Claims Administrator found the evidence did not support a finding that neuropsychological testing was unnecessary, noting that:

[r]egarding the first prong, the best estimate of the level of cognitive impairment at the time of the evaluation is difficult since the MoCA score was from more than five years prior to the current evaluation, the neuropsychological testing was invalid and also is now outdated, and the Diagnosing Physician did not provide an articulated rationale for the CDR score determination which would also provide an estimate of the current level of impairment.

Overall, the Player’s ability to drive, go to the store and to Church, continue to grill at home, and not need assistance to perform self-care activities would at most indicate a mild level of impairment. However, even this level of impairment is somewhat uncertain since there is no corroborating information from documentary evidence or a third-party affidavit.

⁴ Special Master Ruling on Qualified MAF Physician’s Certification that Testing is Medically Unnecessary, at 4 (May 27, 2020), https://www.nflconcussionsettlement.com/ViewDoc.aspx?dp=physician_certification_testing_SM.pdf.

Consequently, the first prong would not be fulfilled because there is no reliable estimate of the current level of cognitive functioning and the available information (which is not corroborated) would only indicate a mild level of impairment.

Id. (breaks added).

And even if Mr. [REDACTED] *had* prevailed at the first prong, the Claims Administrator found he would have failed at the second, concluding that:

the Player's level of impairment does not appear to be sufficient since he is still able to perform activities such as driving and grilling which would suggest sufficient cognitive functioning to be able to complete a neuropsychological evaluation.

Consequently, according to the Special Master's articulated two-pronged analysis, a new and valid neuropsychological evaluation would be necessary. Therefore criterion (ii) is not fulfilled.

Id.

Next, the Claims Administrator analyzed the insufficiency of Mr. [REDACTED] Claim to satisfy criterion (iii):

[because] the Diagnosing Physician's explanations are not well-articulated and do not adequately explain why or how the scores were determined for the CDR categories and appear to obviously be in error . . . [t]he AAP is not able to defer to the Diagnosing Physician's determination regarding the overall CDR score of 2.

The available information would only support a score of 0.5 for Community Affairs since the Player continues to drive and go to the store and to Church, which would indicate continued ability to function outside the home despite the problems/difficulties that are reported; a score of 1 for Home and Hobbies since there is report of definite impairment (needing assistance to manage finances and not performing household chores) and abandonment of his hobby of fishing, but he was still able to do other household activities such as grilling and the CDR Worksheet indicated he functioned independently in some household chores; and a score of 1 for Personal Care due to scores of 1 being circled for dressing and washing/grooming on the CDR Worksheet.

An overall CDR score of 1 could be supported; however, the information about the Player's functional abilities/impairments is not corroborated by either contemporaneous documentary evidence or a third-party affidavit . . . [t]herefore criterion (iii) is not fulfilled.

Id. at 2-3 (breaks added).

Finally, as for criterion (iv):

Dr. ██████ reported . . . that the Player occasionally drank a glass of wine, denied any current use of marijuana or illegal drugs, and on examination Dr. ██████ described the Player as being awake and alert, and in no acute distress which would not suggest presence of a delirium.

Dr. ██████ did not list the current medications or discuss if the cognitive deficits reported were due to medication side effects. It is not clear whether this criterion is fulfilled without additional information from the Diagnosing Physician to clarify if the cognitive deficits occurred exclusively as a result of medication side effects.

Id. at 3 (breaks added).

Thus, “[o]verall, because criteria (ii), (iii), and (iv) are not fulfilled, the diagnosis of Level 2 Neurocognitive Impairment is not supported.” *Id.*

The Claims Administrator also noted that it “has since met with Dr. ██████ to reinforce the requirements of the Settlement Agreement in order to ensure all required materials and information are provided when certifying a Qualifying Diagnosis.” *Id.*

Mr. ██████ timely appealed. Doc. 415452.

RESOLVING THIS APPEAL

On appeal, Mr. ██████ does not argue that the documents he submitted with his Claim support a Qualifying Diagnosis. To the contrary: Mr. ██████ counsel has acknowledged the Claim’s insufficiency both before and after submission, writing in its brief that “it did not take a genius to figure out this claim package . . . [was] lacking.”⁵ Doc. 415451 at 2. In other words, Mr. ██████ appears to admit that denial of the Claim was erroneous under the Settlement Agreement.

Mr. ██████ instead contends that the Claims Administrator violated the Settlement Agreement’s rules when it did not “ensure” the adequacy of Dr. ██████ report. In leveling these charges, Mr. ██████ overreads and misconstrues the Settlement’s Rules Governing Monetary Award Fund (MAF) Physicians.

⁵ See Doc. 415451 at 41 (asserting before Claim submission that Dr. ██████ Diagnosis is “inconsistent with the requirements of the claims process” and “will result in either an outright denial of the claim or a denial in the audit and appeal process”); *id.* at 2 (“[T]he Diagnosing Physician Certification on its face is incomplete as the Qualified MAF Physician did not complete Page 6 of 6 regarding whether tests for a Level 2.0 diagnosis were medically necessary.”)

The Rules assign to the Claims Administrator tasks such as “monitor[ing] Claim Packages received based on Qualifying Diagnoses made by Qualified MAF Physicians to assess and assist with compliance with the Settlement Agreement and these Rules,” and “assist[ing] in the operation of the network of Qualified MAF Physicians” including by “[a]nalyz[ing] any questions raised in its Claims Review regarding provision by Qualified MAF Physicians of complete materials and explanations on Qualifying Diagnoses and other matters affecting compliance with the Settlement.”⁶ The record here demonstrates that the Claims Administrator has fulfilled these responsibilities—it heeded Counsel’s concerns regarding Dr. [REDACTED] and has since worked with him to reiterate the Settlement’s requirements for certifying a Qualifying Diagnosis.

But nowhere do the Rules create an affirmative obligation that the Claims Administrator cure a facially deficient Claim package that a Claimant nonetheless chose to submit.⁷ Of course they do not—the Settlement does not command the Claims Administrator to assume the conflicting roles of claim preparer and claim reviewer.⁸ Indeed, by insisting that the Claims Administrator not only educate Dr. [REDACTED] on the duties of a MAF Physician but “ensure a complete claim package,” Mr. [REDACTED] (or more precisely, his counsel) misunderstands the Settlement Program’s structure entirely.⁹ Doc. 415451 at 2

Finally, Mr. [REDACTED] accuses the Claims Administrator of violating his constitutional rights, in general terms and without citation or particularities. The Settlement is a contract that provides for payments for Qualifying Diagnoses. Mr. [REDACTED] submitted a Claim that he himself admits was totally insufficient under the Agreement. That Agreement does not create an obligation for the Claims Administrator to guarantee monetary awards. I can otherwise make neither heads nor tails of Counsel’s due process arguments.

⁶ *Rule 21: Analysis of Claims Based on Diagnoses from Qualified MAF Physicians*, NFL CONCUSSION SETTLEMENT, https://www.nflconcussionsettlement.com/ViewDoc.aspx?dp=rules_qualified_maf_physicians.pdf; *Rule 22: Assistance by the Claims Administrator in the Operation of the Network of Qualified MAF Physicians*, NFL CONCUSSION SETTLEMENT, https://www.nflconcussionsettlement.com/ViewDoc.aspx?dp=rules_qualified_maf_physicians.pdf.

⁷ Of course, should a MAF Provider fail to conform to the Settlement’s requirements, the Claims Administrator can and will remove them from the program. *See Rule 27: Termination of a Qualified MAF Physician*, NFL CONCUSSION SETTLEMENT, https://www.nflconcussionsettlement.com/ViewDoc.aspx?dp=Rules_Qualified_MAF_Physicians.pdf (“[T]he Claims Administrator may terminate the Qualified MAF Physician from participation in the Program by giving the Qualified MAF Physician a written notice with a termination date 30 days after the date of the notice . . . [and may] terminate a Qualified MAF Physician immediately upon a finding of fraudulent diagnoses.”)

⁸ *See also Rule 25(b): Follow up Actions with a Qualified MAF Physician—Changes by the Qualified MAF Physician*, NFL CONCUSSION SETTLEMENT, https://www.nflconcussionsettlement.com/ViewDoc.aspx?dp=rules_qualified_maf_physicians.pdf (“Neither the Claims Administrator, the AAP Leadership Council, nor the MAF Steering Committee may at any time direct a Qualified MAF Physician to alter a diagnosis or render a particular diagnosis.”).

⁹ In its brief, Counsel also requests a refund of costs advanced for Mr. [REDACTED] appointment with Dr. [REDACTED]. Doc. 415451 at 4. I do not have the power to order this relief. Under the Settlement, Players pay for appointments through the MAF at their own expense; it lays outside my authority as Special Master to force the outcome of a private dispute between a Player and a Qualified MAF Physician. *See* Settlement Agreement, Section 6.5 (a) (“To the extent a Retired NFL Football Player is examined by a Qualified MAF Physician, such visit and examination shall be at the Retired NFL Football Player’s own expense.”). On the other hand, the NFL Parties have no objection to granting Mr. [REDACTED] a refund of the fee *for this Appeal*. I was surprised by this concession, as I am not convinced that this Appeal complies with the Settlement’s requirement, under Section 9.5, that it rest on a “good faith belief that the determination by the Claims Administrator was incorrect.” Neither the claims in this Appeal, nor the rhetoric in Counsel’s brief, have evident merit. But, for lack of an objection, I will grant the request.

Counsel accuses the Claims Administrator of failing in its duties to supervise MAF doctors because it did not fashion a payable claim out of a medical record that did not justify one. These charges misunderstand the Claims Administrator's role under Settlement Agreement. And, respecting Mr. [REDACTED] Claim, Counsel has not come close to offering clear and convincing evidence of error.

CONCLUSION

The Appeal is Denied. Mr. [REDACTED] remains free to file a new Claim, based on a new evaluation, under the terms of the Settlement.

Date: March 17, 2026



David A. Hoffman, Special Master