

**SPECIAL MASTERS' RULE 27 DECISION ON
REPORT OF ADVERSE FINDING REGARDING LEGACY PRO SPORTS**

I. INTRODUCTION.

Pursuant to Section 10.3 of the Settlement Agreement and Rule 7(b) of the Rules Governing Audit of Claims (the "Audit Rules"), the Claims Administrator audited Legacy Pro Sports, LLC ("LPS") and three Monetary Award Claims from their clients. The Claims Administrator concluded that LPS misrepresented, omitted, or concealed material facts in connection with the three Monetary Award Claims. Accordingly, the Claims Administrator referred these three Monetary Award Claims to the Special Masters for review and findings pursuant to Section 10.3(i) of the Settlement Agreement.

After reviewing the Claims Administrator's Audit Report and NFL Parties' Audit Rule 17 Statement of Position, the Special Masters found that there was no reasonable basis to support a finding that misrepresentations, omissions, or concealed material facts implicated any of the three Monetary Award Claim Packages the Claims Administrator addressed in the Audit Report but that the actions of LPS required further proceedings.

In accordance with these findings and pursuant to Rule 18 of the Audit Rules, the Special Masters accepted the referral of LPS for further proceedings, also directing that: (A) the individual Claims submitted by the three LPS clients referred by the Claims Administrator to the Special Masters continue immediately through the Settlement process, (B) the Claims Administrator issue a cease and desist letter to LPS as to all activities that involve Retired NFL Players and their representatives in connection with the NFL Concussion Settlement, and (C) the Claims Administrator place any Claims from any and all LPS clients in audit as a matter of course.

Pursuant to Rule 20 of the Audit Rules, LPS filed a memorandum in response to the Special Master's Rule 18 Decision. The Special Masters have reviewed the full Record of the Audit Proceeding and issue these findings.

II. REVIEW OF FACTS.

Ryan Sherry and Retired NFL Player Brandon Siler are the co-founders of LPS. Neither is a lawyer. One of the stated functions of the company is to provide assistance to former NFL players in preparing their Claims for submission to the Settlement Program. 317 registered Settlement Class Members have, at some point, retained the services of LPS. At the time the Claims Administrator issued the Audit Report to the Parties, four Settlement Class Members who remain clients of LPS had submitted Monetary Award Claim Packages. Of these, two are Level 1.5 Neurocognitive Impairment diagnoses, one is a Level 2 Neurocognitive Impairment diagnosis, and one is a Parkinson's Disease diagnosis.

The Claims Administrator began auditing LPS after Co-Lead Class Counsel alerted the Settlement Program to reports that Siler and Sherry were using LPS to coach players on how to perform in their neurological and neuropsychological exams, and that the two had special relationships with doctors in the Settlement Program. The Claims Administrator concluded that there is a reasonable basis to support a finding that LPS: coached Retired NFL Players on how to perform in neurological and neuropsychological exams to obtain a favorable Qualifying Diagnosis; developed template medical histories designed to lead to a

Qualifying Diagnosis and appear to support such a diagnosis; and represented that it had special relationships with Qualified BAP Providers and Qualified MAF Physicians who would provide preferential treatment for LPS clients and took steps to plant such doctors in the Settlement Program.

A. Coaching Players.

Text messages between Siler, Sherry, and their clients indicated that they purported to coach players on what to do or say in their medical exams in order to get a Qualifying Diagnosis¹. In its response, LPS claims that these messages were taken out of context.

B. Template Medical Histories.

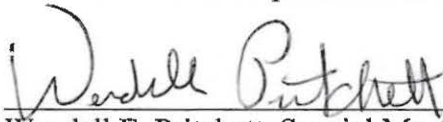
E-mail messages between Siler, Sherry, and Ricky Hawks, the Director of Psychological Development for LPS, indicate that they may have copied language from players' medical histories and sent that language as a template to several players and law firms for use in their Monetary Award Claim Packages. However, the records of all Claims in the Program were searched for unique phrases from the templates and no Claim was found to have included such phrases (other than the Claims of the players from whom the language was copied). LPS claims that they did not use template medical histories but instead sent reports of the more serious cases they had encountered to their clients in order to manage their expectations.

C. Relationships with Doctors.

Text and E-Mail messages between Siler, Sherry, and their clients indicate that they represented to clients that they have their own doctors in the Settlement Program, implying that such connections would increase players' chances of securing a Qualifying Diagnosis. However, the Claims Administrator found no evidence of a personal relationship between Siler, Sherry, and any Qualified BAP Provider or Qualified MAF Physician. LPS claims that they merely researched doctors to determine who had a reputation of being fair to players and referred their clients to those doctors; they disclaim having any inappropriate relationships with these doctors.

III. CONCLUSION AND REMEDIES.

Upon review, the Special Masters find that the actions of LPS have significant implications for the integrity and fair administration of the Settlement Agreement as a whole. Accordingly, and pursuant to Section 10.3 of the Settlement Agreement and Audit Rule 27, the Special Masters reaffirm their previous remedies and direct the Claims Administrator to place any Claims from any and all LPS clients in audit as a matter of course. This Rule 27 decision shall be published to the Portal.


Wendell E. Pritchett, Special Master
Date:


Jo-Ann M. Verrier, Special Master
Date: 10/4/19

¹ Note, however, that only one player for whom such text evidence was found had submitted a Monetary Award Claim Package, and that Claim is not in Audit; that player is not a current LPS client.