Multiple Documents

Part	Description
1	15 pages
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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION

No. 2:12-md-02323-AB

MDL No. 2323

Hon. Anita B. Brody

Kevin Turner and Shawn Wooden, *on behalf of themselves and others similarly situated*,

Plaintiffs,

v.

National Football League and NFL Properties LLC, successor-in-interest to NFL Properties, Inc.,

Defendants.

Civ. Action No. 14-00029-AB

THIS DOCUMENT RELATES TO:
ALL ACTIONS

MOTION FOR RECONSIDERATION OF THE DENIAL OF THE LOCKS LAW FIRM'S MOTION FOR APPOINTMENT OF ADMINISTRATIVE CLASS COUNSEL

Locks Law Firm ("LLF") respectfully submits this Motion for Reconsideration, which includes the Declaration of Gene Locks and the Expert Opinion of Alfred Putnam, partner and former Chairman and CEO of the firm of Drinker, Biddle & Reath, attached as Exhibit 1 and Exhibit 2, respectively. LLF asks that the Court reconsider its denial of LLF's Motion for Appointment of Administrative Class Counsel (ECF No. 9786). Specifically, LLF asks that the Court withdraw its adverse finding and reprimand on the issue of third-party funders and then reserve

judgment on the balance of this motion until after completion of the hearing scheduled for May 15, 2018 concerning class benefit fees and the Court's Explanation and Order relating to the Third Party Funder Litigation (ECF No 9531) along with any appropriate briefing that may follow that hearing.

PRELIMINARY STATEMENT

In its April 18 Order denying LLF's Motion for Appointment of Administrative Class Counsel, the Court identified one of the grounds for its ruling as follows:

- The Locks Firm's role in facilitating Third-Party Funding Agreements to Class Members prohibited under the Settlement Agreement. This undermines any claim by the Locks Firm that it would be able to faithfully administer the Agreement.

ECF No. 9890, at 2. The issue of third-party funding agreements formed no part of LLF's motion, and LLF was not reasonably on notice that the issue might be pertinent. The matter was raised for the first time in the response brief of Co-Lead Counsel Chris Seeger. Prior to the filing of the Seeger response, this Court had denied LLF the opportunity to file any reply to any response brief. As a consequence, this Court has made a finding of fact adverse to LLF on the issue of third-party funding agreements and has cast aspersions on LLF's good faith in its administration of the Settlement Agreement on behalf of the class and its individual clients, all without giving the firm any opportunity to submit evidence, reply to the arguments of Mr. Seeger, or otherwise be heard on the issue.

This fact is all the more troubling in light of this Court's March 28, 2018 Order (ECF No. 9833) — issued a week after LLF filed its motion — requiring all

attorneys serving in a representative capacity for the class (including LLF) to produce documents and answer questions relating to the issue of third-party funding agreements and to participate in a May 15 hearing on that subject in relation to class benefit fees. In other words, the Court has issued a finding adverse to LLF without hearing from the firm on the very isuue as to which it has asked LLF and other firms to produce documents, answer questions, and participate in a hearing. This creates the appearance that the Court has prejudged the results of that exercise before reviewing the evidence and hearing from counsel.

The grounds for this Motion for Reconsideration are twofold.

First, it was a "clear error of law," *Simon Wrecking Co. v. AIU Insurance Co.*, 541 F. Supp. 2d 714, 715–716 (E.D. Pa. 2008) (Brody, J.), for the Court to issue a finding on the issue of "The Locks Firm's role in facilitating Third-Party Funding Agreements to Class Members" and to use that finding as one of the grounds for denying LLF's motion without giving the firm any opportunity to be heard on that issue, submit evidence, or refute the arguments and assertions made by Mr. Seeger on which the Court appears to have based its finding.

Second, insofar as the Court continues to view the issue of third-party funding as relevant to the disposition of LLF's Motion for Appointment of Administrative Class Counsel, LLF requests the opportunity to submit "new evidence" concerning these matters "that was not available when the court" denied LLF's motion. *Id*. As Part II describes below, that new evidence will establish the following propositions: (1) LLF had no reasonable notice and no actual belief that the Settlement Agreement prohibited players from obtaining advances on their

monetary awards from third-party funders; indeed, the firm had affirmative indications from Co-Lead Counsel Chris Seeger that advances on monetary awards were not prohibited; (2) LLF assisted clients with such advances only at the urgent request of the clients and only after informing clients of the significant downsides of these funding arrangements and counseling against them; (3) LLF ceased all assistance with such funding arrangements when the Court issued its order finding those arrangements prohibited by the Settlement Agreement; (4) LLF never profited from any funding arrangement; and (5) LLF acted responsibly, ethically, and in good faith at all times. Some of this new evidence was within LLF's possession when it filed the Motion for Appointment of Administrative Class Counsel but the firm had no notice that the evidence would be relevant, meaning that it was not "available" for purposes of the motion as filed. Other evidence was not available under any standard when LLF filed its motion. LLF summarizes this evidence in Part II and in the Declaration of Gene Locks and offers a more complete submission in conjunction with its response to the Court's Order requiring answers to questions and production of documents. ECF No. 9833.

Given the relationship between these two matters created by the Court's Order denying the motion, LLF asks that the Court withdraw its finding against LLF on the issue of third-party funding agreements and then reserve judgment on the balance of this Motion for Reconsideration until after the May 15 hearing and any appropriate briefing that may follow that hearing.

ARGUMENT

I. This Court Made a Clear Error of Law When it Reprimanded LLF, Issued a Finding Adverse to the Firm, and Relied on that Finding as One Ground for Denying the Motion, All Without Giving LLF Any Opportunity to be Heard on the Issue.

When this Court issued a finding in an unsealed order accusing LLF of conduct that "undermines any claim by the Locks Firm that it would be able to faithfully administer the Agreement," ECF No. 9890, at 2, it publicly impugned the professionalism of the firm. When this Court relied on that finding in the text of its order as one ground for denying LLF's Motion for Appointment of Administrative Class Counsel, it treated that finding not merely as a critical comment but as a reprimand. And when this Court issued that reprimand and relied on that finding as one ground for denying LLF's motion without giving the firm any notice or opportunity to be heard on the issue, it committed a clear error of law.

The Third Circuit has emphasized the serious harm done to members of the Bar when a court issues a reprimand in an unsealed order. Commentary that impugns the good faith of a lawyer "directly undermines [the attorney's] professional reputation and standing in the community. That is far from an insignificant affront. A lawyer's reputation is one of his[/her] most important professional assets." *Adams v. Ford Motor Co.*, 653 F.3d 299, 305 (3d Cir. 2011) (citations omitted; second alteration in original). The dispute in *Adams* involved the actions taken by a federal magistrate court in response to complaints from a juror about a lawyer who contacted the juror following a verdict. The magistrate judge found that the communication was improper after a cursory hearing on short notice

in which the lawyer received no advance warning of the possibility of a reprimand. While the magistrate judge did not impose any formal sanctions, he did make a finding in an unsealed order that the lawyer had engaged in "misconduct" and referred the matter to the local bar association for investigation. *See id*. at 303. The Third Circuit held that both the substance of that ruling and the process the magistrate judge employed in reaching it constituted reversible error.

This Court has not referred any issues concerning third-party funding agreements and LLF to the bar association (and, we respectfully suggest, could not properly do so), but the harm worked by its charge of bad faith is no less serious. The Third Circuit has emphasized the gravity of the interests at stake when a court issues a reprimand, even when the court does not impose sanctions or undertake other formal disciplinary action. Judicial censure "bears a greater resemblance to a reprimand than a comment that is merely critical of [attorney] behavior," the Third Circuit explained, when it "carries with it a degree of formality," as is "clearly" the case when "the assessment of [the attorney's] conduct appears in an unsealed court order" and forms part of the basis for that order. *Id*. at 306.

Adams holds that it is imperative that lawyers receive adequate notice of the possibility of censure and an opportunity to be heard before a court issues such a reprimand. These are the minimum demands of the Due Process Clause in most settings, and the ordinary requirements of due process are heightened in a case like this because of the serious and irreparable injury that an unjust judicial reprimand can inflict on a lawyer's professional reputation.

> An opportunity to be heard is "especially important" where a lawyer or firm's reputation is at stake because sanctions "act as a symbolic statement about

> the quality and integrity of an attorney's work—a statement which may have a tangible effect upon the attorneys' career." As noted above when we referenced the availability of the internet, modern search engines and web sites oriented toward allowing consumers to voice displeasure about experiences they have had exponentially increase the impact of such sanctions on a professional's reputation and career. Moreover, such complaints are not unlike a cybernetic zombie that lives on in cyberspace long after any underlying dispute has been resolved—even if it is resolved to the ultimate satisfaction of the consumer (or client).

Id. at 308–309 (quoting *Fellheimer, Eicher & Braverman, P.C., v. Charter Tech, Inc.*, 57 F.3d 1215, 1227 (3d Cir. 1995)). As the Third Circuit said in a case involving the imposition of formal sanctions, lack of adequate notice that deprives an attorney of the opportunity to be heard can be an "exceptional circumstance[]" warranting the granting of a motion for reconsideration or the reopening of a final order in such a case because the lawyer's "professional reputation is at stake." *Dashner v. Riedy*, 197 Fed. Appx. 127, 132, 133 (3d Cir. 2006). In another sanctions case, the Third Circuit held that a district court violated due process when it notified an attorney that it was considering the imposition of sanctions under one source of authority, 28 U.S.C. § 1927, but "it [was] not as clear [the attorney] had notice that the court was considering" another sanction it ultimately issued through its inherent powers, one that required the attorney "to attach his scarlet letter to his *pro hac vice* admissions." In re *Prudential Ins. Co. America Sales Practice Litig. Agent Actions*, 278 F.3d 175, 192–193 (3d Cir. 2002). *See also Fellheimer*, 57 F.3d at 1225 (holding that "notice of the precise sanctioning tool that the court intends to employ" is generally required).

The motion that LLF filed on March 20, 2018 for appointment of administrative class counsel related to the serious and persistent problems that the firm sees on a daily basis in the administration of the Settlement Agreement as it

continues to advocate for the class and its individual clients in the face of obstruction by the NFL. Third-party funding arrangements had nothing to do with LLF's motion, and at the time the firm moved for appointment of administrative class counsel it was not on notice that the Court saw any connection between the two issues. Neither was the firm on notice that the Court was even considering the idea that LLF had engaged in any improper conduct when, prior to the Court's December 2017 order, the firm responded to the needs of clients who had requested its assistance in securing needed funding. At the time LLF filed its motion, the Court had given no such indication, and so far as LLF is aware, the Court had no information at that time about any assistance the firm provided to its clients on advances from third-party lenders.

The question of third-party funding came up only in the response of Co-Lead Counsel Chris Seeger. In advance of Mr. Seeger's filing of that response, this Court forbade LLF from offering any reply. Mr. Seeger then made a series of accusations against LLF concerning the issue of third-party funding. ECF No. 9885 at 16–17. This Court then issued a ruling apparently based solely on the representations of Mr. Seeger with no opportunity for the firm to be heard on the issue.

The Court's finding that LLF's role in assisting its clients with third-party funding "undermines any claim by the Locks Firm that it would be able to faithfully administer the Agreement" is a reprimand issued in an unsealed order and used as one ground for the denial of the underlying motion. That reprimand was issued without the notice and opportunity to be heard that due process requires and that the Third Circuit has held to be "especially important where a lawyer or firm's

reputation is at stake." *Adams*, 653 F.3d at 608; *see also Dasher*, 197 Fed. Appx. at 132–133; In re *Prudential*, 278 F.3d at 192–193. And, as Part II summarizes, a full presentation of evidence will demonstrate that the Court's finding was erroneous. LLF respectfully submits that these actions by the Court constituted a "clear error of law," *Simon Wrecking Co. v. AIU Insurance Co.*, 541 F. Supp. 2d 714, 715–716 (E.D. Pa. 2008) (Brody, J.) requiring that the Court grant this Motion for Reconsideration.

II. LLF Must be Given an Opportunity to Present New Evidence on the Issue of Third-Party Funding Agreements.

In response to the Court's March 28 order (ECF No. 9833), LLF is making an extensive submission on the issue of advances to clients from third-party funders, including documents and communications relating to funding arrangements requested by individual clients, the declaration of Gene Locks with exhibits, and an expert opinion on professional responsibility and ethics offered by Alfred Putnam (a copy of which is also attached to this Motion for Reconsideration as Exhibit 2). These materials will establish facts including, without limitation, the following:

- Prior to the Court's December 2017 Explanation and Order relating to the Third Party Funder Litigation (ECF No 9531), LLF was not on notice, and in fact did not believe, that § 30.1 of the Settlement Agreement titled "No Assignment of Claims" or any other provision of the settlement had any bearing on advances that players might secure from third-party funders against their expected awards under the settlement.

- There were multiple indications that the settlement language did not apply to such funding arrangements, including (i) the absence of any notice to that effect in any communication to lawyers or players from this Court or from Co-Lead Counsel Seeger; (ii) the absence of any mention of the issue in the notice sent to the class pursuant to Federal Rule of Civil Procedure 23(e) detailing the benefits and trade-offs of the Settlement Agreement; (iii) an "Update on the Settlement" sent by Mr. Seeger to class members on July 19,

2016 urging that players be "cautious" if approached by lenders who might charge excessive rates and advising former players not to pursue such funding arrangements, but giving no indication that such funding arrangements are prohibited by the Settlement Agreement, thus indirectly indicating that such advances are permitted and must be treated by Co-Lead Counsel as the subject of advice and guidance rather than a categorical prohibition; and (iv) LLF's familiarity with other settlement agreements in mass personal injury cases, including some in which Mr. Seeger was counsel, where similar language prohibiting "Assignment of Claims" was included and there was no indication that such language prohibited class members from obtaining advances on their monetary awards under the settlement.

- At the time he helped draft the Settlement Agreement, Mr. Seeger occupied a fiduciary role as a member of the Board of Directors of Esquire Financial Holdings ("EFH"). According to public statements by EFH, Board Members for EFH also serve on the Board of Directors of Esquire Bank, a wholly-owned subsidiary of EFH, though these statements post-date the time Mr. Seeger says that he left the Board of EFH (May 2016) so it is unclear whether that shared Board structure was in place prior to his departure. Esquire marketed advances on monetary awards under the Settlement Agreement to former players during the relevant time period, and it did so with encouragement and assistance from Mr. Seeger. Those funding arrangements included language requiring that players agree to "assignment of rights" of their monetary compensation under the Settlement Agreement, language similar or identical to that contained in other funding arrangements. On their face, these advances from Esquire appear to be equally prohibited by the Court's December 2017 order, which is based on language in § 30.1 prohibiting class members from assigning "**any** rights or claims relating to the subject matter of the Class Action Complaint" (emphasis added).

- LLF never solicited business on behalf of third-party funders, never urged clients to obtain funding arrangements from third-party funders, and never profited in any way from any relationship with third-party funders or the decision of any client to obtain an advance from a funder.

- Whenever an LLF client came to the firm seeking advice or assistance in relation to an advance on their expected award under the settlement, the firm spent considerable time with each client explaining the significant downsides and disadvantages to such funding arrangements and advising the client to consider alternatives. In some cases, the clients followed LLF's advice and decided against obtaining advances. In others, the clients' needs were so urgent and their options so few that they decided they needed to pursue an advance despite the significant downsides. In every case, the decision to obtain an advance was the client's, reached after consultation with LLF about the reasons not to pursue such funding. In many cases, it was the possibility of ruinous consequences — homelessness, a catastrophic and

irreversible decline in health; the dissolution of a family — that impelled the client to seek an advance despite the firm's words of caution.

- When clients did decide to seek an advance despite LLF's advice to the contrary, the firm would sign the required documents indicating that LLF would transfer funds from the player's future award to the funder in accordance with the terms of the advance. In some cases, the firm also assisted the client in gathering and transmitting the supporting documentation needed to complete the application process. And in some cases, the firm made efforts on behalf of the client to negotiate a lower rate from the funders and otherwise promote the interests of the client pursuing the advance.

- Following the issuance of this Court's December 2017 Explanation and Order relating to the Third Party Funder Litigation (ECF No 9531), LLF informed its clients that it can no longer provide assistance on advances against future monetary awards under the settlement and has in fact provided no such assistance of any kind.

- Throughout the relevant time period, LLF drew no distinction and was aware of no basis for any distinction under the Settlement Agreement between the validity of advances offered by most funders and advances offered by Esquire Bank. Neither does LLF know of any basis for distinguishing between the two types of funding arrangements under the Court's December 2017 order interpreting § 30.1. Both types of funding arrangement included "assignment of rights" to monetary awards under the settlement.

- On April 23, 2018, the Claims Administrator and the Special Masters issued a Notice of Assignment Review Determination to several LLF clients in which they opined that advances issued by Esquire Bank do not constitute prohibited assignments under § 30.1 of the Settlement Agreement. The Claims Administrator and Special Masters listed five reasons to explain their determination. None of those reasons relates to the language of § 30.1 of the Settlement Agreement, either on its face or as interpreted in this Court's December 2017 Order. While LLF respects the diligence and good faith of the Claims Administrator and the Special Master, the firm remains in doubt concerning the validity of Esquire advances that include language requiring "assignment of rights" to monetary benefits under the settlement.

- In the expert opinion of Alfred Putnam (attached to this motion as Exhibit 2), drawing on his expertise on matters of professional responsibility and ethics, LLF has taken no improper actions in relation to advances from third-party funders and has faithfully executed its duties to its clients.

Some of the evidence establishing the facts described above was within LLF's possession when it filed its Motion for Appointment of Administrative Class Counsel, but because the firm had no notice that these matters would be relevant to that motion and was denied the opportunity to reply when Mr. Seeger introduced the issue in his response, the evidence was not "available" for purposes of the motion. Other evidence establishing these facts was not available under any standard. Some evidence did not yet exist, as with the April 23, 2018 determination of the Claims Administrator and the Special Masters. Other evidence was not known to LLF and was not reasonably knowable, as with the growing body of evidence concerning the role of Mr. Seeger in promoting funding arrangements for Esquire Bank and the impropriety of impugning the good faith efforts of LLF in assisting its clients with advances that include "assignment of rights" to monetary payments when Esquire Bank advances also include "assignment of rights" to monetary payments.

The Court made a finding adverse to LLF on these matters without the benefit of any of this evidence and issued a reprimand to the firm in an unsealed order that formed one ground for its denial of the Motion for Appointment of Administrative Class Counsel. The proffer above, describing evidence that LLF is submitting in response to the Court's March 28 Order (ECF No. 9833) and can develop further and supplement as needed, along with the Declaration of Gene Locks with attached exhibits and the Expert Opinion of Alfred Putnam (attached as Exhibits 1 and 2), constitutes "new evidence that was not available when the court" denied LLF's motion, *Simon Wrecking Co. v. AIU Insurance Co.*, 541 F. Supp. 2d 714, 715–716 (E.D. Pa. 2008) (Brody, J.), and warrants the relief requested here.

CONCLUSION

There are two issues at stake in this Motion for Reconsideration. First, there is the harm imposed by the Court's public reprimand of LLF on the issue of third-party funding, issued without notice or opportunity to be heard and creating the appearance that the Court has prejudged an issue as to which it has ordered LLF and other firms to produce documents, answer questions, and participate in an upcoming hearing. Second, there is the denial of the Motion for Appointment of Administrative Class Counsel, which this Court indicated was based in part on its adverse finding on the third-party funding issue. Given the current posture of these proceedings, LLF respectfully makes two requests.

First, LLF asks that the Court withdraw its adverse finding on the third-party funding issue in its denial of the Motion for Appointment of Administrative Class Counsel, ECF No. 9890. Whatever findings the Court may make on that issue after reviewing the responses to its March 28 order, conducting the May 15 hearing, and considering any appropriate briefing, the finding in its April 18 Order — issued without notice or opportunity to be heard and without the benefit of the evidence that LLF can provide — will linger like "a cybernetic zombie that lives on in cyberspace long after any underlying dispute has been resolved" unless it is promptly withdrawn. *Adams v. Ford Motor Co.*, 653 F.3d 299, 309 (3d Cir. 2011).

Second, LLF asks that the Court reserve judgment on the balance of this Motion for Reconsideration until after the May 15 hearing and any appropriate briefing that may follow that hearing. As the proffer in Part II and the attached

Exhibits demonstrate, it will be apparent to the Court after a full opportunity to review the evidence and hear from the parties that there is no basis for any adverse finding against LLF on the issue of third-party funding and hence no grounds for concluding that the firm would not "be able to faithfully administer the Agreement." ECF No. 9890, at 2.

The Locks Law Firm urges this Court to grant the Motion for Reconsideration on the terms described above.

Dated: May 1, 2018

Respectfully submitted,

/s/ Gene Locks
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CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of May, 2018, I caused the foregoing Motion for Reconsideration, to be served via the Electronic Case Filing (ECF) system in the United States District Court for the Eastern District of Pennsylvania, on all parties registered for CM/ECF in the above-captioned matter.

/s/ Gene Locks
Gene Locks, Esq.

Exhibit 1

IN THE UNITED STATES DISTRICT COURT FOR THE

EASTERN DISTRICT OF PENNSYLVANIA

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION	NO. 2:18-md-02323-AB MDL NO.2323
Kevin Turner and Shawn Wooden, on behalf Of themselves and others similarly situated, Plaintiffs, V National Football League and NFL Properties, LLC, successor-in-interest to NFL Properties, Inc., Defendants	No. 2:12-md-02323-AB MDL NO. 2323
THIS DOCUMENT RELATES TO: ALL ACTIONS	Hon. Anita B. Brody

DECLARATION OF GENE LOCKS IN SUPPORT OF MOTION FOR RECONSIDERATION OF THE DENIAL OF THE LOCKS LAW FIRM'S MOTION FOR APPOINTMENT OF ADMINISTRATIVE CLASS COUNSEL

GENE LOCKS declares pursuant to Section 28 U.S.C., Section 1748, based upon personal knowledge, information and belief, the following:

1. As Class Counsel I am familiar with the Amended Class Action Settlement Agreement ("Settlement Agreement") in this case, including Section 30.1, titled "No Assignment of Claims".

2. On or about December 8, 2017 I learned that Judge Brody had issued an Explanation and Order on that date, ruling that Section 30.1 of the Settlement Agreement prohibited the assignment of settlement benefits and invalidating all agreements reached by members of the class with funding companies.
3. Prior to December 8, 2017 Explanation and Order neither I nor anyone in my Firm knew or believed that the Settlement Agreement prohibited transaction with funding companies.
4. No client of the Locks Law Firm has accepted an advance from any Funding Company, including Esquire Bank, since September, 2017.
5. Throughout the last ten years, I have been generally aware of numerous other mass tort settlement agreements that contain similar clauses that broadly prohibit assignments.
6. I am not aware of any other settlement in which a similar clause has been held to prohibit transactions with funding companies.
7. At some time shortly after July 19, 2016, I learned that Mr. Seeger had mailed a letter to all members of the class. In that letter, among other things, he warned class members about accepting high interest loans from "predatory lenders." Mr. Seeger stated "if you are able to resist borrowing against any payments you might be eligible for under the settlement, you should." He did not refer to assignments, nor did he state that such loans are prohibited by the Settlement Agreement. This letter gave me and the other members of my firm reason to believe that such transactions

were not prohibited by the Settlement Agreement. *See* letter from C. Seeger dated July 19, 2016, attached hereto as Exhibit 1.

8. I am aware that Mr. Seeger requested that a program be developed for Esquire Bank to advance money to members of the Class in this litigation, that Mr. Seeger and his partner played a role in developing that program, and that Mr. Seeger was a member of the Board of Directors of Esquire Financial Holdings, Inc. until he resigned that position in May, 2016.

9. I am also aware that contracts for advances on monetary awards from Esquire Bank include language requiring players to execute an "assignment of rights" to Esquire for their awards under the settlement. On their face, monetary advances from Esquire Bank and monetary advances from other lenders appear equally incompatible with the Court's December, 2017 interpretation of Section 30.1 of the settlement. The fact that Co-Lead Counsel Seeger was involved in facilitating advances on monetary awards to former players that include "assignment of rights" to Esquire Bank makes clear that, at the very least, the Locks Law Firm had no reason to believe prior to the Court's December, 2017 Order that advances on monetary awards that included "assignment of rights" language were prohibited by the Settlement. *See* Craig Mitnick letter of April 16, 2018 to the Honorable Anita Brody and attachments thereto, attached at Exhibit 2. *See* also Reply Declaration of Christopher S. Seeger (ECF doc. 9113-1.

10. I and my partners have been in regular contact with many members of the Plaintiffs' Executive Committee (PEC) and Plaintiffs' Steering Committee (PSC) throughout the course of this litigation. At no time prior to September, 2017 did

anyone mention to any of us the possibility that transactions with funding companies were prohibited by the Settlement Agreement.

11. In his Opposition to the Locks Law Firm's Motion for Appointment of Administrative Class Counsel and his accompanying declaration, to which we were not permitted a reply, Mr. Seeger made a number of allegations against our Firm and me personally which were misleading and devoid of merit. Since they were not referenced in this Court's Order denying the motion, I will not specifically address them at this time. I would welcome the opportunity to do so.

12. Neither I nor anyone in my Firm anticipated that the issue regarding funding companies would be raised in Opposition to the Locks Law Firms' Motion for Appointment as Administrative Counsel.

13. The Locks Law Firm made a timely request for an opportunity to file a reply to any opposition to its motion. That request was denied. As a result, the Firm has had no opportunity to be heard on the issue of monetary advances from third-party funders in conjunction with the Motion for Appointment of an Administrative Class Counsel.

I declare under penalty of perjury that the foregoing is true and corrected.

Executed May 1, 2018.

LOCKS LAW FIRM

BY: _____

GENE LOCKS, ESQUIRE
Atty. I.D. #12969
Locks Law Firm
601 Walnut Street, Ste 720 East
Philadelphia, Pa. 19106
215-893-3434

Exhibit 1

SEEGER WEISS LLP
77 Water Street, New York, NY 10005 P: 212.584.0700 F: 212.584.0799 www.seegerweiss.com

July 19, 2016

Re: NFL Concussion Settlement Update

I am writing to you as Co-Lead Class Counsel for the NFL Concussion Litigation Settlement with three important points:

- I want to update you on the status of the Settlement.
- I want to advise you that if you, or a Retired NFL Football Player close to you, might be suffering from one of the degenerative conditions for which a monetary award is available, you should seek immediate consultation with a qualified medical professional.
- I want to make you aware that certain persons might be seeking to take advantage of you and other class members.

UPDATE ON THE SETTLEMENT

As you are likely aware, in April 2015, Judge Anita Brody entered a Final Order approving the Settlement. However, certain Settlement Class Members who objected to the Settlement appealed that ruling. In April 2016, the Third Circuit affirmed Judge Brody's Final Order and approved the Settlement in full (see the order at www.NFLConcussionSettlement.com). Shortly after the Third Circuit's opinion, some of the objecting Settlement Class Members filed a request asking the Third Circuit to reconsider its decision, which was denied. However, those objectors may still petition the United States Supreme Court to review the Third Circuit's decision. The Supreme Court has discretion to accept or decline any such petition. While none of them have done so yet, they have until 90 days after the request for rehearing by the Third Circuit was denied to do so. The Settlement will not become effective until after all possible appeals are resolved in favor of the Settlement or the time to seek further review has run out.

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The appeals by objecting Settlement Class Members have delayed implementation of the Settlement, including the opportunity for all Settlement Class Members to register for the Settlement and apply for monetary awards, and Retired NFL Football Players to participate in the Baseline Assessment Program. However, now that the Settlement has been affirmed by the

Court of Appeals and that court has also declined the request for rehearing, we are hopeful that those who previously objected to the Settlement will take no additional action to further delay the Settlement benefits.

YOU CAN SEEK DIAGNOSES FOR MEDICAL CONDITIONS NOW

Assuming the objectors do not seek review by the Supreme Court, the only question that remains is *when* the Settlement will open for registration and start providing benefits to the Settlement Class, not *if* it will. Accordingly, if you believe that you, or a Retired NFL Football Player close to you, might be suffering from one of the degenerative conditions for which a monetary award is available, consultation with a qualified medical professional should be sought immediately. Persons who are qualified under the Settlement to make such a diagnosis at this time (and until the Settlement becomes effective) are board-certified neurologists, board-certified neurosurgeons, and other board-certified neuro-specialist physicians. As a reminder, the qualifying diagnoses from these medical specialists for which monetary claims can be made are: ALS, Parkinson's Disease, Alzheimer's Disease, Level 2 Neurocognitive Impairment (i.e., moderate Dementia), Level 1.5 Neurocognitive Impairment (i.e., early Dementia).

As of the date of this letter, over 9,100 persons, including Retired NFL Football Players and their family members, have "signed up" to receive more information about when registration for the Settlement will open. If you have not already done so, I urge you to contact the Claims Administrator and provide your contact information. You can do so at the official Settlement website, www.NFLConcussionSettlement.com, at the link "Sign Up for Future Information," by emailing ClaimsAdministrator@NFLConcussionSettlement.com, or by calling (855) 887-3485. Also, you can use each of these sources to receive more information about the Settlement, including updates as to the status of the appeals and when registration begins.

BE CAUTIOUS IF SOMEONE APPROACHES YOU ABOUT THE SETTLEMENT

Some of you may be approached by persons who see an opportunity to enrich themselves with your valuable Settlement benefits. There are persons and organizations that offer loans secured by future settlement payments. These loans typically carry excessive interest rates, sometimes over 3% a month, which allow even small "advances" to quickly snowball into substantial debt. These practices are sometimes referred to as predatory lending. We are very concerned that some of you may be the victim of these predatory lending practices. Though the promise of cash-in-hand can be tempting, especially during difficult financial times, if you are able to resist borrowing against any payments you might be eligible for under the Settlement, you should. We are hopeful that the Settlement will be open for registration before the end of the year and that claims for monetary awards for Qualifying Diagnoses can begin shortly thereafter.

You might also be approached by lawyers who are promising to represent you on what appear to be very favorable terms. If you are already represented by legal counsel, a decision to change counsel should be made carefully. Please consider commitments made by your current lawyers for you and your case, the efforts undertaken in representing you, and the work they might have done in bringing your claims this far. Moreover, you might also have obligations to your current lawyer. Depending on your state of residence and the terms of any retainer agreement with your lawyer, you may be responsible for costs and time that were expended by your lawyer on your behalf before you terminated or changed counsel. If you are not already represented by legal counsel, be assured that you do not require legal counsel to register for and receive benefits under the Settlement, and you should consider carefully the qualifications of the person now offering to represent you.

It is a great honor to continue to represent you as Co-Lead Class Counsel.

Very Truly,

Christopher A. Seeger
Co-Lead Class Counsel

Exhibit 2

MITNICK LAW OFFICE
A LITIGATION AND CLAIM RESOLUTION FIRM

1-877-MITNICK
www.MitnickLawOffice.com

New Jersey Office
35 Kings Highway East
Haddonfield, NJ 08033
P. 856.427.9000
F. 856.429.2438

Reply to New Jersey Office

Philadelphia Office
123 South Broad Street Suite 2500
Philadelphia, PA 19109
P. 215.769.9000
F. 856.429.2438

April 16, 2018

The Honorable Anita Brody
US DISTRICT COURT - EASTERN DISTRICT OF PA
James A. Byrne US Courthouse
601 Market St., Room 7613
Philadelphia, PA 19106-1717

RE: NFL Concussion Settlement
No. 2:12-md-02323-AB / MDL No. 2323

Dear Judge Brody:

On Friday, April 13, 2018 I received electronic service of "Mr. Seeger's "Opposition to the Motion of Locks Law Firm for appointment of Administrative Counsel". After reviewing the filing, I felt obligated let alone compelled to respond to the allegations that Mr. Seeger crafted against my Firm, Mitnick Law Office, as well as against me personally.

In his filing, Mr. Seeger specifically attacked my integrity through an allegation whereby he asserts that I solicited players on behalf of Thrivest funding group, one of the funding companies involved in an ongoing matter with the Court. In his response to the Lock's motion, Mr. Seeger attached an email from my office contending to be a solicitation by me on behalf of the funding group. The substance of the email sent by me to my clients addressed the status of the litigation at the time and then provided information for those players or families who were considering funding. Prior to the funding information being provided, the email clearly stated "I do not recommend traditional funding companies who charge exorbitant rates". Again, the email was sent to my clients for informational purposes only and was in no way intended as a solicitation on behalf of any perspective funding Company.

What is equally as bothersome is the fact that while Mr. Seeger attempts to construct the inaccurate inference that I had a personal or professional relationship with Thrivest, he intentionally fails to mention in his filing that he personally solicited me in August of 2016 to assist Esquire Bank, another funding entity for which he held a seat on the board of directors. I was asked by Mr. Seeger to "meet with and assist Esquire in developing a funding program for Retired Players". Mr. Seeger never disclosed to me that he was either an active member of Esquire's Board of Directors or that he had recently resigned from that position, while possibly still holding an interest in the Company. Either way, the fact was extremely disturbing to me when I eventually found out about the conflict due to the fact that I had met with two of

Esquire's executives in my office for a substantial period of time and had assisted them with developing a funding formula for their proposed Concussion funding program. I also assisted Esquire at Mr. Seeger's suggestion while never being advised that any eventual funding Agreement would contain an "Assignment" clause. I have attached the relevant correspondence with Mr. Seeger and Esquire, as well as the Esquire funding agreement which includes the assignment language. In any event, why Mr. Seeger felt that it was necessary to include irrelevant, partial and inaccurate information in his response to the Lock's motion can only be construed as malignant on his part.

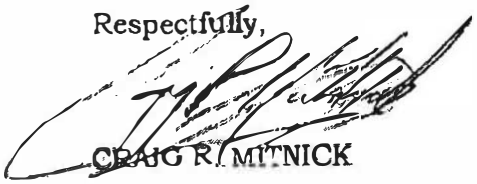
I must also note that contrary to Mr. Seeger's misguided assertions of solicitation by me on behalf of Thrivest, only 2 of the 1100 retired players who I represent obtained funding from Thrivest. That fact speaks volumes to the inaccuracy of Mr. Seeger's suggestions of solicitation. In any event, again, I have no idea what any of this has to do with the opposition to Locks Law Firm's request to become Administrative Counsel, or my Firm's joinder to that motion.

There is no legitimate reason why Mr. Seeger needs to practice in an unfair and bias manner, or attempt to discredit other attorneys involved in this litigation. The merits of the Settlement, the protection of the Players, fundamental fairness to all of the attorneys involved in the matter should always be primary. If Mr. Seeger could simply reflect on the dictates of common courtesy, the practice of law in this matter would be far less contentious and the administration of justice for the Retired Players better served.

Hopefully, Mr. Seeger will consider these words before he chastises another attorney, especially one who has always put their clients first and one who has constantly promoted the Settlement for which Mr. Seeger negotiated.

I thank your Honor for her time and consideration.

Respectfully,



CRAIG R. MITNICK

CRM/sjg

Monday, April 16, 2018 at 10:07:41 AM Eastern Daylight Time

Subject: RE: Intro
Date: Monday, August 1, 2016 at 10:22:40 AM Eastern Daylight Time
From: Ari Kornhaber
To: 'Craig Mitnick'

Craig:
I apologize for the multiple messages/emails, but I'm reaching out to you again at the suggestion of Chris Seeger. Have you been getting my messages or are you away, etc? Anyway, please let me know if we can schedule a few minutes to talk. I would greatly appreciate it.

----Original Message----
From: Craig Mitnick [mailto:craig@craigmitnick.com]
Sent: Friday, February 13, 2015 12:49 PM
To: Ari Kornhaber
Cc: Chris Seeger; craig mitnick
Subject: Re: Intro

Ari Is a pleasure to meet you. At least informal leave this way. And I have a feeling we'll get to meet each other personally real soon. Chris thank you very much for the introduction. Sorry I am running around today because I have an event at my home tonight for 35 kids that are on my son's crew team so I am available sporadically. Whenever you have a chance please call me on my cell phone at 609-868-2800 and if you receive my voicemail, know that I will call you right back. I have my phone with me and will throughout the rest of the day. I look forward to hearing from you. And again, Chris thank you much for the introduction

Sent from my iPhone

On Feb 13, 2015, at 9:52 AM, Ari Kornhaber <Ari.Kornhaber@esqbank.com> wrote:
Thank you Chris. Craig, I look forward to speaking with you. I'm am available today other than from 12:30-1:30.

Sent from my BlackBerry 10 smartphone on the Verizon Wireless 4G LTE network.
Original Message
From: Chris Seeger
Sent: Friday, February 13, 2015 6:49 AM
To: craig mitnick
Cc: Ari Kornhaber
Subject: Intro
Craig, I want to introduce you to a very close friend, Ari Kornhaber, who I think can help you out with all kinds of banking needs and who works for a bank with a special relationship to the plaintiffs' bar. I'd like to get you both on the phone for 2 mins. Any time work today?
Sent from my iPhone

Monday, April 16, 2018 at 10:10:33 AM Eastern Daylight Time

Subject: Fw: Allan [redacted]
Date: Friday, September 16, 2016 at 6:42:15 PM Eastern Daylight Time
From: Ayal Glezer
To: Craig Mitnick
CC: Ari Kornhaber, Ave Doyle

Craig,
I ran the calc by Seeger and Buchanan today. David had a couple of suggestions that I will run by you.

Also, see below regarding [redacted]. Did you discuss the new foe players with altzheimer and dementia to get a power of attorney? I believe they are required under the settlement agreement to sign the release with a power of attorney, so will be needed anyhow.

From: Ave Doyle <Ave.Doyle@esqbank.com>
Sent: Friday, September 16, 2016 2:44 PM
To: Ari Kornhaber; Ayal Glezer
Subject: Allan Clark

Hi

I spoke with Mr [redacted] and explained we are finishing up the paperwork . He understands

I did ask for him to confirm his ailment and he did state Parkinson's and Alzheimers. I asked if he had set up any power of attorneys or representatives and he has not .

Lets discuss our next steps.

Ave

Ave Doyle | *SVP & Retail Director*
233 Broadway, Ste 820 | New York, NY 10279
Direct: 212.286.3030 | Cell: 718.986.8561 | Fax: 212.286.9052

esquirebank.com

Monday, April 16, 2018 at 10:22:43 AM Eastern Daylight Time

Subject: NFL Calc Sheet v 11.xlsx
Date: Monday, September 19, 2016 at 2:23:34 PM Eastern Daylight Time
From: Ayal Glezer
To: Craig Mitnick
CC: David Buchanan
Attachments: NFL Calc Sheet v 11.xlsx

Hi Craig,
I made the changes we discussed earlier and incorporated David Buchanan's suggestions as well to the attached calc sheet.

David – I could not find the pay grid by year other than the one with range of years that we looked at on Friday.

Thank you both for assisting the bank in putting together this loan program.

AG

Please note the new address below

Ayal Glezer | *Chief Lending Officer*
233 Broadway, Ste 820 | New York, NY 10279
Direct: 212.286.3030 | Cell: 212.671.0712 | Fax: 212.286.9052

esquirebank.com

ESQUIRE BANK

100 Jericho Quadrangle, Suite 100
Jericho, NY 11753
800.996.0213

[redacted]

Loan Number 1150001160
Date July 11, 2017

Dear [redacted]

Thank you again for choosing Esquire Bank for your financing needs. Your application has been approved and we will now start the process to close your loan. Included in this loan package are the following:

- Post Settlement Loan Note & Security Agreement
  - To be signed and notarized by yourself and your Power of Attorney agent
- Term Page
- Itemization
  - Including Lenders / Liens / Judgments to be paid
- Wire Instruction Form
  - Please verify the wire instructions for your account with your bankers
- Spousal / Family Consent
- Survey
- Privacy Notice

Please review all pages for accuracy and initial each page at the lower right hand corner. Once completed, the original loan package is to be returned to:

Esquire Bank
100 Jericho Quadrangle, Suite 100
Jericho, NY 11752
Attention: Consumer Lending

Once the original package is returned to our offices, we will then complete the closing process and notify you once your loan is to be funded. Should you have any questions regarding this matter, or any of the information contained herein, please feel free to contact Esquire Bank directly at 212.286.3030 or via facsimile at 212.286.9052.

Sincerely,

Esquire Bank
Consumer Lending

DJ

ESQUIRE BANK

(800) 996-0213
www.esquirebank.com

100 Jericho Quadrangle, Suite 100
Jericho, NY 11753

Post Settlement Loan Note & Security Agreement

Loan Number 1150001160 Date July 11, 2017
Borrower [redacted]

TRUTH IN LENDING DISCLOSURE

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me on my behalf.	TOTAL OF PAYMENTS The amount I will have paid after I have made all scheduled payments.
9.00%	$6,957.90	$77,310.00	$84,267.90

My payment schedule will be: (E means an estimate)

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
1	$84,267.90	July 11, 2018

Security: I am giving a security interest in the proceeds from the Litigation matter identified on the next page under the heading "Security for Loan."

Late Charge: If a payment is late, I will be charged 5% of the payment, but not more than $5.00 for each payment.

Prepayment: I will not have to pay a premium if I pay off my loan at any time prior to or at maturity.

Additional Information: See the rest of this document for additional information about nonpayment, default, any required repayment in full before the maturity date and prepayment.

Itemization of the Amount Financed: See below for Itemization of the Amount Financed.

In this note, the words "I," "me," "mine" and "my" or "undersigned" mean the Borrower. The word "Bank" means ESQUIRE BANK.

REPAYING MY LOAN: To repay my loan, I promise to pay to the order of the Bank the sum of: **$77,310.00**

Seventy Seven Thousand Three Hundred Ten Dollars

plus interest at the rate of: 9.00% per year.

Borrower [redacted]

Address

City/State/Zip Code

Telephone

Interest will be charged beginning on the day of this note and continuing until the full amount of the term loan has been paid. I will pay the term loan on the earlier of (a) the day I receive the proceeds from the Litigation, or (b) the date that is twelve (12) months from the date of this Agreement. Each payment accepted by the Bank will be applied first on account on accrued interest and then on account of reduction in principal.

ASSIGNMENT OF LITIGATION PROCEEDS AND OTHER PROPERTY: As collateral security for my loan, I assign to the Bank my entire right, title and interest to all funds that I am entitled to receive under, in connection with or as a result of the Litigation (as described on the next page).

This assignment shall be a continuing one and shall be effective for any renewal of the above loan and/or deposit account, until the loan balance is entirely paid.

WITHDRAWAL BY BANK: The Bank is hereby authorized to withdraw any amounts on deposit in any account at the Bank, including accrued interest, if the undersigned defaults in any of the undersigned's debts to the Bank.

APPLICATION OF FUNDS: The Bank may apply the amounts withdrawn to any and all of my debts, including interest, collection costs and attorney's fees, if any. I understand the Bank will pay any remaining amounts to me, if my debts to the Bank are less than the amount in the Account. I will continue to be liable to the Bank if the amount in the Account is less than the amount of my debts to the Bank.
This assignment shall be a continuing one and shall be effective for any renewal of the above loan and/or deposit account, until the loan balance is paid in full.

SIGNATURES AND ACKNOWLEDGEMENT OF RECEIPT: I have received and read a copy of this document and understand and agree to its provisions including those on the following pages.

[redacted]
Borrower's Signature

[redacted]
Agent

Client Initial

Bank Initial

IMPORTANT – CONSUMER IS BOUND BY THE TERMS OF ALL PAGES

ESQUIRE BANK

(800) 996-0213
www.esquirebank.com

100 Jericho Quadrangle, Suite 100
Jericho, NY 11753

Loan Number [redacted]
Borrower
Note Date July 11, 2017

State of [redacted])
) ss.:
County of)

On the 20th day of July in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Darrell Bruce Irvin, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individul acted, executed the instrument.

[redacted]
Notary Public
(Notarial Seal)

My Commission expires: 01/04/2018

[redacted]
My Appointment Expires
JANUARY 04, 2018

State of [redacted])
) ss.:
County of)

On the 20th day of July in the year 2017 before me, the undersigned, personally appeared Sandra Lynn Irvin personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Attorney in Fact for Darrell Bruce Irvin, by virtue of a power of attorney executed the 20th day of July, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

[redacted]
Notary Public
(Notarial Seal)

My Commission expires: 01/04/2018

NOTARY PUBLIC
STATE OF WASHINGTON
[redacted]
My Appointment Expires
JANUARY 04, 2018

1150001160

ESQUIRE BANK

READ CAREFULLY - BORROWER IS BOUND BY THE TERMS OF ALL PAGES

PLACE OF PAYMENT: I will make payments to the Bank at 320 Old Country Road, Ste 101, Garden City, NY 11530, or at any of the Bank's branches, or by mail to the address shown in the billing statement.

PREPAYING MY LOAN: I have the right to prepay the entire unpaid portion of the loan at any time. If I do pay off my loan within the first 60 days I will pay the Bank interest on the unpaid portion of the loan up to the day I repay, plus a prepayment premium equal to: 0.00% of the amount prepaid.

LATE CHARGES: If I do not make any monthly payment within 10 days after it is due, I will pay a late charge of 5% (5 cents for every $1.00) of the past due amount, but no more than $5.00 per payment.

SECURITY FOR LOAN: To protect the Bank if I default on my loan, I pledge and hereby grant to the Bank a security interest and lien on all of my right, title and interest in and to any and all amounts to be paid, whether by settlement, judgment or otherwise, in connection with or as a result of the following lawsuit in which I am the plaintiff(s) (the "Litigation"):

Title of Action: [redacted] vs the National Football League Player's Concussion Litigation

NFL Registration [redacted]

The Bank can apply any of this property against what I owe. I will take any and all actions required to perfect the Bank's security interest in the property securing this loan. I will promptly execute and deliver all further instruments and documents, and take all further action that may be necessary or desirable or that Bank may request, including but not limited to sending notices to third parties that any payments in connection with the Litigation be directed to the Bank, in order to perfect and protect any security interest granted under this Note and Security Agreement or to enable the Bank to exercise and enforce its rights and remedies under this Note and Security Agreement with respect to any of the property securing this loan. The Bank may file any and all documents, including but not limited to a Uniform Commercial Code financing statement, to evidence and perfect its security interest and lien in the proceeds of the Litigation and my other property.

REPRESENTATIONS: I represent that:
The Litigation has been fully and unconditionally settled, and is not subject to appeal, revocation or change.
The net amount due me in connection with the Litigation, after payment of all attorneys fees, disbursements, structured settlement and other charges is: **$656,000.00** (the "Net Amount").
No person or party has any right of set off or security interest or other claim of any kind against the Net Amount other than the Bank.

DEFAULT: I will be in default and the Bank can require that I immediately pay the unpaid portion of the loan plus interest without notice or demand to me if:

- I do not make any payment on time; or
- I make any false or misleading statement on the application for this loan; or
- I become insolvent or go bankrupt; or
- The Bank is served with legal papers concerning money which I owe to others as debts or taxes; or
- I die; or
- I break any agreement or promise I have made in this note or any other agreement with the Bank; or
- Anything happens which the Bank believes endangers the property given as security or anyone else makes a claim of any kind against the property; or
- Anything happens which the Bank believes reduces my ability to repay this loan.

Client Initial

If the Bank requires full payment because of the occurrence of a default, I hereby waive presentment, demand for payment and notice of dishonor.

ENFORCEMENT OF NOTE: The Bank can delay enforcing or waive any of its rights under this note without losing them. The Bank can only waive its rights under this note in writing signed by the Bank. If the Bank fails to exercise any of its rights on one or more occasions, it may still exercise them on any other occasion. The Bank can also accept late payments or partial payments even though marked "Paid in Full" or otherwise without losing any rights under this note.

COLLECTION COSTS AND LAWSUITS: If the Bank uses an attorney to collect this loan, I agree to pay the Bank expenses of collection, reasonable attorney's fees and court costs. I also agree that I will not be entitled to a jury trial in any lawsuit between the Bank and me involving this loan, and that if the Bank sues me I will not assert in that same lawsuit any claim I may have against the Bank.

BLANK SPACES AND CORRECTIONS: The Bank can fill in any blank spaces in this note, date when the Bank makes the loan and correct errors without notifying me.

LAW THAT APPLIES: This loan was made in the State of New York and shall be governed by New York State law.

SUBMISSION TO JURISDICTION. I hereby irrevocably submit to the jurisdiction of the United States District Court in the Eastern District of Pennsylvania, or, only if there is no federal subject matter jurisdiction, in any state court in the County of Nassau in the State of New York over any action or proceeding arising out of or related to this Post Settlement Loan Note & Security Agreement, and agree with Bank that personal jurisdiction rests with such courts for purposes of any action on or related to this Post Settlement Loan Note & Security Agreement. I hereby waive personal service by manual delivery and agree that service of process may be made by prepaid certified mail directed to me at the address for notices under this Post Settlement Loan Note & Security Agreement, or at such other address as may be designated in writing by me to the Bank, and that upon mailing of such process such service will be effective as if I was personally served. I agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any manner provided by law. I further waive any objection to venue in any such action or proceeding on the basis of inconvenient forum. I agree that any action on or proceeding brought against Bank shall only be brought in such courts.

NOTICE OF FURNISHING OF NEGATIVE INFORMATION: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Client Initial

1150001160

(800) 996-0213
www.esquirebank.com

100 Jericho Quadrangle, Suite 100
Jericho, NY 11753

ITEMIZATION OF AMOUNT FINANCED

Loan # [redacted]
Borrower Name [redacted]

Loan Amount	$77,310.00
Prepaid Finance Charges	
Application fee	$0.00
Other	$0.00
Amount Financed	$77,310.00
Amount deposited to your Esquire account	$0.00
Amount paid to others on your behalf	
-	$0.00
-	$0.00
-	$0.00
-	$0.00
-	$0.00
-	$0.00
Balance of proceeds given to you directly	$77,310.00

Client Initial [redacted]

1150001160

ESQUIRE BANK

(800) 996-0213
www.esquirebank.com

100 Jericho Quadrangle, Suite 100
Jericho, NY 11753

NOTICE OF LIEN

TO:

Craig Mitnick Law Office
35 Kings Highway East
Haddonfield, NJ 08033
(215) 769-9000

You are hereby notified that on 07/1 1/17 [redacted], whose address is [redacted] ("Assignor"), in conjunction with that certain litigation settlement entered into in the matter of:

[redacted] vs the National Football League Player's Concussion Litigation

NFL Registration [redacted]

Claimant granted to Esquire Bank a security interest in and lien on all of the claimant's right, title and interest in and lien on all of all funds Claimant is to entitled to receive under, in connection with or as a result of the above litigation matter (" Proceeds") as collateral for claimant's loan from Esquire Bank ("Lender"). Pursuant to Claimant's Post Settlement Loan Note & Security Agreement to Lender, Claimant is obligated to repay the loan in full upon receipt of Proceeds and hereby directs you to make payment of Proceeds directly to Lender. As such, you are hereby instructed that prior to any Proceeds being released to Claimant, you must issue payment to Esquire Bank by electronic transfer, certified funds or a check from your attorney trust account made payable to Esquire Bank in the amount of the Proceeds and to deliver such payment to the address set forth below for Esquire Bank. You are further instructed and acknowledge that any distribution made to Claimant or any third party of Claimant prior to satisfying Esquire Bank's Lender's lien as set forth above shall act as a violation of this Notice of Lien and shall result in you being held legally liable for damages and attorney fees, in addition to any losses suffered by Esquire Bank Lender hereunder.

Payment of the Proceeds must be delivered as follows:

Esquire Bank
320 Old Country Road
Garden City, New York 11530
Attn: Lending Department
Tax I.D. No. 34-2065079

Claimant: [redacted]

[redacted] 7/19/17
By: Date

Address: [redacted]
Address: [redacted]

Date

Lender: Esquire Bank
100 Jericho Quadrangle, Suite 100
Jericho, NY 11753

By: Date

Client Initial

Loan # 1159001160

ESQUIRE BANK

(800) 996-0213
www.esquirebank.com

100 Jericho Quadrangle, Suite 100
Jericho, NY 11753

ATTORNEY ACKNOWLEDGEMENT

Borrower: [redacted]

The undersigned is the attorney of record in the below captioned case.

I acknowledge the existence of Esquire Bank's loan to Borrower (if funded) and that such loan is based on the settlement proceeds and information set forth below, and further acknowledge notice of the fact that Borrower has granted Esquire Bank a Security Interest and Lien in the proceeds of the below captioned case as a consequence of Borrower's Loan Note & Security Agreement with Esquire Bank.

I acknowledge that pursuant to the Loan Note & Security Agreement, Borrower has directed that a portion of his or her proceeds be paid to Esquire Bank to satisfy a loan. I further acknowledge that I will honor the terms of the Loan Note & Security Agreement.

In addition, I know of no other lien in this case as a result of funding similar in nature to Esquire Bank with priority over Esquire Bank's lien that will remain after funding of the Esquire Bank loan to Borrower,except as noted in the Itemization of Amount Financed, and I acknowledge that Borrower's Loan Note & Security Agreement prohibits the Borrower from creating any other liens resulting from funding similar in nature to Esquire Bank.

Prior to making any distribution to Borrower, I will contact Esquire Bank to ascertain the amount due Esquire Bank and will not pay any portion of Borrower's settlement proceeds to Borrower or on Borrower's behalf (other than attorney's fees and disbursements for this case and any prior liens) until Esquire Bank's lien is satisfied in full, unless Esquire Bank has received all amounts it is due (as determined by Esquire Bank) directly from the NFL Concussion Settlement Administrator, in which case this firm's obligation to make payment to Esquire Bank hereunder shall be extinguished.

Unless payment of all amounts due Esquire Bank (as determined by Esquire Bank) is made to Esquire Bank, I understand that marking a check or accompanying letter to the effect of a release of claim or "in full satisfaction", will not have a legal effect and that Esquire Bank is authorized to deposit said check without prejudice to its rights to collect payment in full.

The undersigned represents that this case has settled but I have not yet received the settlement proceeds into my escrow account:

[redacted] vs the National Football League Player's Concussion Litigation

I further acknowledge that the following information provided by my firm to Esquire Bank is true and accurate to the best of my knowledge:

Gross Award		$666,000
Attorney Fees	-10.0%	(66,600)
MDL Assessment	0.0%	0
Advances Costs & Expenses	-1.1%	(10,000)
Medical Expenses	-15.0%	(133,200)
Worker Comps Liens / Other Liens	0.0%	0
Structured Settlement	0.0%	0
Advanced to Client to Date	0.0%	0
NET PROCEEDS TO BORROWER		456,000
EB Existing Loan		0
EB Existing Loan		0
EB Existing Loan		0
Proposed Loan		77,310
Total Loans To Esquire		77,310

Attorney Signature _____ Date _____

Print Name: [redacted]

1150001160

ESQUIRE BANK

(800) 996-0213
www.esquirebank.com

100 Jericho Quadrangle Suite 100
Jericho , NY 11753

Borrower [redacted]

Loan Number [redacted]

Borrower Address [redacted]

Date July 11, 2017

Loan Closing Instructions

Assuming your loan is approved by Esquire Bank, please indicate below how you would prefer to receive your loan proceeds. Following the completion of all underwriting, approval and closing requirements, the funds will be forwarded as described below. Any changes to your selection must be communicated to Esquire Bank no later than the third day prior to funding. Please note the bank account must be in your name.

Please fund my loan by (Please select one method):

1) ☐ Cashier Check

☐ Mail ☐ Picked up by me in person at an Esquire Branch

If by Mail, please mail to my home address as stated above, or my new home address as follows:

Home Address _____

_____

OR

2) ☑ Wire Transfer as follows:

Account Holder Name(s) [redacted]

Name of Bank [redacted]

Branch Address [redacted]

Branch Phone # [redacted]

*ABA Wire # [redacted]

*Please confirm the # with your Bank

Account # [redacted]

Account Type ☐ Checking ☒ Savings

Borrower's Signature [redacted]

1150001160

[redacted]

ESQUIRE BANK

Rev. 6/2016

FACTS	**WHAT DOES ESQUIRE BANK DO WITH YOUR PERSONAL INFORMATION?**
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security Number and income • Account balances and transaction history • Credit history and credit scores When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday businesses. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Esquire Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Esquire Bank share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call 800-996-0213 go to www.esquirebank.com

[redacted]

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Who We Are	
Who is providing this notice?	Esquire Bank.
What We Do	
How does Esquire Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Our employees are trained on the importance of maintaining the confidentiality of customer information.
How does Esquire Bank collect my personal information?	We collect your personal information, for example, when you • Open an account or deposit money • Pay your bills or apply for a loan • Use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. • *Esquire Bank does not share with our affiliates.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • *Esquire Bank does not share with nonaffiliates so they can market to you.*
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • *Our joint marketing partners include insurance and financial service companies.*

COMP-005 rev 02/16

Exhibit 2

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION,	Civil Action No. 2:12-md-02323-AB
	MDL No. 2323
THIS DOCUMENT RELATED TO:	
ALL ACTIONS	Hon. Anita B. Brody

Opinion of Alfred W. Putnam, Jr.

My name is Alfred W. Putnam, Jr. I have practiced law in Philadelphia as a trial and appellate litigator for almost forty years. I served as the Chairman and Chief Executive Officer of my law firm, Drinker Biddle & Reath LLP, from 2005 to 2015 and I continue to be a partner of the firm, which I joined in 1979. In my capacity as Chairman of the firm, I had to consider and often decide ethical questions regarding the propriety of the conduct (either past or proposed) of lawyers at the firm. Those questions included whether the firm could or should represent particular clients and/or what advice it could or should give to a client and/or whether there were arguments that we could not or should not make on behalf of a client. Since I became the Chairman Emeritus of the firm in 2015, I continue to be called upon to give advice to my successor and/or the firm's General Counsel when questions of this kind arise. A copy of my resume is attached hereto.

I have been asked whether it would have been unethical or otherwise inappropriate for a lawyer representing members of the class covered by the Class Action Settlement in this case to assist a client in obtaining and documenting a cash advance that was to be received from a litigation funder if the documentation for the proposed transaction included an assignment of the client's interest in proceeds that the client expected to receive as a result of the litigation.

I understand the question to arise in the following context:

A. The Settlement Agreement includes a provision addressing the assignment of claims. It reads:

> Section 30.1 No Assignment of Claims. Neither the Settlement Class nor any Class or Subclass Representative or Settlement Class Member has assigned, will assign, or will 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.

B. Notwithstanding the language of Section 30.1, a number of class members have sought the assistance of their counsel in obtaining various kinds of cash advances from various litigation funders which advances were secured by documents that assigned to the litigation funder at least a portion of the class member's interest in the receipt of settlement proceeds.

C. Prior to the summer of 2016, neither the persons who had negotiated the Settlement Agreement nor the persons who were administering claims made pursuant to that Agreement had provided any written notice to the members of the class or their lawyers advising them that Section 30.1 of the Settlement Agreement prohibited cash advances or loans in which the recipient or borrower assigned a portion of his expected settlement proceeds to the litigation funder or lender.

D. In July of 2016, Class Counsel sent an "Update on the Settlement" to class members advising them:

BE CAUTIOUS IF SOMEONE APPROACHES YOU ABOUT THE SETTLEMENT

Some of you may be approached by persons who see an opportunity to enrich themselves with your valuable Settlement benefits. There are persons and organizations that offer loans secured by future Settlement payments. These loans typically carry excessive interest rates, sometimes over 3% a month, which allow even small "advances" to quickly snowball into substantial debt. These practices are sometimes referred to as predatory lending. We are very concerned that some of you may be the victim of these predatory lending practices. Though the promise of cash-in-hand can be tempting, especially during difficult financial times, if you are able to resist borrowing against any payments you might be eligible for under the Settlement, you should. We are hopeful that the Settlement will be open for registration before the end of the year and that claims for monetary awards for Qualifying Diagnoses can begin shortly thereafter.

In the course of the following year, neither Class Counsel nor anyone else administering the settlement sent any further notice or advice regarding this subject matter.

E. In the summer of 2017, a dispute arose in a case captioned *Consumer Finance Protection Bureau, et. al. v. RD Legal Funding LLC, et. al.*, No. 17-cv-890 (S.D.N.Y.) over the question whether an assignment of settlement proceeds was permissible under the Settlement Agreement. On September 8, 2017, the Honorable Loretta Preska of the United States District Court for the Southern District of New York referred that question to Judge Brody, who presides over this litigation.

F. On December 8, 2017, Judge Brody held that Section 30.1 of the Settlement Agreement unambiguously prohibits a class member from assigning his interest in the proceeds of the litigation to a lender or litigation funder in connection with a transaction designed to secure a loan or cash advance for the class member.

I am also advised that:

G. On April 18, 2018, Judge Brody entered an order denying a motion filed by the Locks Law Firm seeking the appointment of Administrative Class Counsel. One of the reasons she gave for denying the motion was:

> The Locks Firm's role in facilitating Third-Party Funding Agreement to Class Members prohibited under the Settlement Agreement. This undermines any claim by the Locks Firm that it would be able to faithfully administer the Agreement.

H. The Locks Law Firm did assist client members of the class in obtaining cash advances and loans from various litigation funders up until September of 2017 but it has declined to assist clients in connection with such transactions since Judge Brody's December 8 order. The firm viewed the assistance it provided as part of the legal services that it was expected to provide to its clients pursuant to its existing fee agreements with those clients and it received no additional compensation from the clients for that work. Similarly, neither the firm nor any of its lawyers received any compensation from any of the litigation funders with which they negotiated or documented agreements on behalf of their clients.

Finally, I have also recently been advised that:

I. On April 23, 2018, the Claims Administrator for the NFL Concussion Settlement and the Special Master appointed in the Court's July 13, 2016 order advised the Locks Law Firm that advances obtained from one litigation funder – Esquire Bank – will not be deemed to involve assignments prohibited by Section 30.1 of the Settlement Agreement and/or Judge Brody's December 8, 2017 order. The Claims Administrator and Special Master reached this conclusion even though the Esquire Bank documents include an "Assignment of Litigation Proceeds and other Property" that reads:

> As collateral security for my loan, I assign to the Bank my entire right, title and interest to all funds that I am entitled to receive under, in connection with or as a result of the Litigation.

* * *

Taking into account the context and advice given to me as outlined above, I have been asked to give my opinion on whether lawyers of the Locks Law Firm acted unethically or otherwise inappropriately when they complied with requests from clients of the firm seeking assistance in obtaining and documenting cash advances in transactions in which the clients assigned their prospective interests in settlement proceeds to the lender. I have been asked to give this opinion on account of the reference in Judge Brody's April 18 order to the Firm's role in "facilitating" such loans (Item "G" above). I do not understand that reference to be an assertion of unethical conduct prohibited by a Rule of Professional Conduct but I do agree that it suggests otherwise improper or inappropriate conduct reflecting badly on the lawyers engaging in it. In particular, I understand Judge Brody to have concluded that the Locks Law Firm's assistance to its clients in connection with agreements that those clients wished to enter into was improper because those agreements included assignments prohibited by Section 30.1 of the Settlement Agreement, with which Settlement Agreement the Locks Law Firm lawyers were obliged to comply.

It is my opinion that it was neither unethical nor inappropriate - prior to Judge Brody's order of December 8, 2017 - for lawyers representing members of the class to assist their clients in connection with transactions in which the clients were seeking to obtain a cash advance even if the documentation for that transaction included an assignment of the client's interest in prospective settlement proceeds. In reaching this conclusion, I recognize that Section 30.1 of the Settlement Agreement appears on its face to prohibit any and all assignments of a class member's right or claim relating to the Class Action Complaint (excepting only assignments to the NFL). Even so, I believe that prior to Judge Brody's December 8 ruling, a reasonable lawyer could have believed (and that the lawyers at the Locks Law Firm did in fact believe) that Section

30.1 did not apply to the negotiation and documentation of a loan transaction of the type described above.

This understanding of the Settlement Agreement was reasonable, in my opinion, because the Settlement does not directly address litigation funding, loan documentation or lending practices even though the drafters of that Agreement were sophisticated and experienced lawyers who knew that lenders and litigation funders routinely include assignments of various kinds in the documentation of their transactions. They also knew that it was highly likely that at least some members of a class such as this one would seek to obtain a loan or cash advance that would use documentation including an assignment of the class member's interest in settlement proceeds. It seems to me that if the drafters or administrators thought they had prohibited such advances or loans - whether in the text of the Settlement Agreement or otherwise - they would have provided some notice or advice to this effect before the question arose in the Southern District of New York. But they did not do so. Indeed, such advice as they did provide on this subject was a warning against what they characterized as "predatory lending" practices (Item D above) - a warning that made no reference to Section 30.1 and did not so much as suggest, much less warn or advise, that the loans or advances of the type they were describing might be prohibited by the Settlement Agreement itself.

It follows, I think, that a reasonable lawyer approached by a class member client before December 8, 2017 for advice or assistance in obtaining a loan or cash advance might well have believed that the Settlement Agreement itself did not proscribe any particular kind of loan or advance and that he or she was obliged to provide the client with the requested legal assistance. I should add, in this regard, that I understand that the Locks Law Firm (properly in my view) considered a request of this kind to be within the scope of the legal services it had already agreed

to provide to the client in connection with the class action litigation and settlement. Accordingly, the firm was already under an obligation to provide advice and assistance to the client consistent with Rule of Professional Conduct 1.2, which contemplates that a lawyer will respect the choices that a client makes about the client's own objectives. It is neither unethical nor otherwise improper for a lawyer to abide by a client's decision to enter into a transaction even if the lawyer has advised against it or recommended an alternative course.

That said, it is my opinion that once Judge Brody entered her December 8 order, lawyers representing members of the class could not appropriately assist a client in negotiating or documenting a loan or cash advance if the documentation included an assignment of the client's interest in prospective proceeds of the settlement. I agree that lawyers representing members of the class owe a duty to the Court not to assist a class member in entering into an agreement that the lawyer knows to be prohibited by the Settlement Agreement. This is so, in my opinion, even if, as here, the risk of entering into the prohibited agreement is entirely borne by the lender or litigation funder and not by the class member.

Finally, I have also been asked whether, in my opinion, a lawyer representing a class member could now assist his or her client in entering into a loan of the type offered by the Esquire Bank given recent advice from the Claims Administrator and Special Master that those loans are not prohibited by the Settlement Agreement notwithstanding their use of assignments of interests in settlement proceeds. I understand that the Locks Law Firm did in fact assist its clients in entering into loans with the Esquire Bank prior to Judge Brody's December 8 Order and, as noted above, I do not consider that assistance to have been unethical or otherwise inappropriate. I also understand that lawyers representing members of the class have been advised that they might reasonably rely on opinions given by the Claims Administrator or one of

the Special Masters and for that reason I question whether a lawyer helping a class member in connection with an Esquire loan now runs a significant risk of criticism or sanction on that account.

Even so, I do not consider it to be linguistically possible to reconcile the Claims Administrator's and Special Master's treatment of the assignments in the Esquire Bank loans with the clear language of Section 30.1 of the Settlement Agreement once that language has been held to apply to loans. The various reasons given by the Claims Administrator and Special Master for exempting the Esquire Bank loans – *i.e.*, the existence of a Post Settlement Loan Note and Security Agreement; the fact the bank is regulated by the Office of the Comptroller of the Currency; the absence of application, underwriting or origination fees; the transaction documents' grant of a security interest as collateral; and the presence of a Truth in Lending Disclosure – may distinguish the Esquire Bank loan from other litigation funding transactions but those distinctions all relate to the nature of the bank and/or its lending practices and evidently reflect a preference for the bank and its practices when compared to those of competing litigation funders offering non-recourse loans. That preference may well be justifiable on policy grounds, but the fact is that Section 30.1 of the Settlement Agreement addresses *assignments* – not lending practices – and I do not see how it can be read as applying to assignments made in connection with certain types of loans or lenders but as not applying to assignments made in connection with other types of loans or lenders. In other words, I believe the interpretation advanced by the Claims Administrator and Special Master is contrary to the plain meaning of Section 30.1 as that provision has been construed by Judge Brody in her December 8 order. For this reason, if my firm were representing class members in this case, I would be reluctant to allow one of our partners to assist a client in assigning his interest in litigation proceeds in the manner those

interests are assigned in the Esquire Bank documents, absent some express clarification of the Court's December 8 order.

Dated: May 1, 2018

Respectfully submitted,

Alfred W. Putnam, Jr.
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PROFESSIONAL

1979 - present — DRINKER BIDDLE & REATH LLP
One Logan Square
18th and Cherry Streets
Philadelphia, PA 19103-6996

Chairman Emeritus, 2015 - present
Chairman and Chief Executive Officer, 2005 - 2015
Partner, 1985 - present
Associate, 1979 - 1985

1978 - 1979 — Law Clerk to
THE HONORABLE ARLIN M. ADAMS
United States Court of Appeals for the Third Circuit

EDUCATIONAL

1975 - 1978 — UNIVERSITY OF PENNSYLVANIA LAW SCHOOL
J.D. magna cum laude '78; Editor-in-Chief, University of Pennsylvania Law Review Vol. 126; Order of the Coif.

1973 - 1975 — UNIVERSITY COLLEGE, OXFORD
B.A. with First Class Honors (Modern History);
Oxford Union; Gridiron Club.

1969 - 1973 — HARVARD COLLEGE
A.B. summa cum laude '73 (History);
John Harvard Scholar; Hasty Pudding Theatrical 125 (Producer);
Delphic Club (President).

1956 - 1969 — CHESTNUT HILL ACADEMY
Philadelphia, Pennsylvania '69; Valedictorian (First in class);
President of Student Body.

RELATED PROFESSIONAL ACTIVITIES

2002 – present	**Member,** AMERICAN LAW INSTITUTE
1997 – present	**Fellow,** AMERICAN COLLEGE OF TRIAL LAWYERS
1994 – present	**UNIVERSITY OF PENNSYLVANIA LAW SCHOOL AMERICAN INN OF COURT (Chairman 2005- 2007; President 2002-2004; Secretary and Treasurer, 1994-2002)**
1989 – present	**President, University of Pennsylvania Chapter of** THE ORDER OF THE COIF
1986 – 1991	**Lecturer, UNIVERSITY OF PENNSYLVANIA LAW SCHOOL; Course in Appellate Advocacy**

Member: Federalist Society; Legal Club of Philadelphia (Secretary); Junior Legal Club of Philadelphia.

OTHER ACTIVITIES

2012 - present	Board of Directors, THE PHILADELPHIA CONTRIBUTIONSHIP
1995 – 2014	Board of Trustees, JEFFERSON HEALTH SYSTEM (Chairman, 2004-2009)
1993 – 1996 1997 – 2005	Board of Governors, MAIN LINE HEALTH, INC.
1988 – present	Trusteee, LANKENAU HOSPITAL/LANKENAU HOSPITAL FOUNDATION (Chairman, 1996-present)
1995 - 1998	Trustee, FOX CHASE CANCER CENTER

Church of the Redeemer, Bryn Mawr (Vestryman, 1990-1993); Philadelphia Club (President, 1993-1997); People for John Heinz (Secretary and Counsel); Harvard and Radcliffe Club of Philadelphia (President, 1996-1998).

PERSONAL

Born: September 27, 1951.

Married (Kathleen G. Putnam), one daughter (Clare Putnam Pozos).