

**IN THE COURT OF COMMON PLEAS OF FRANKLIN COUNTY, PENNSYLVANIA –
CIVIL DIVISION**

JOHN DOE 1, *et al*, : Class Action
: :
Plaintiffs, :
v. : **Case Sealed by Court Order**
: :
FRANKLIN COUNTY, *et al*, :
: Civil Action No. 2014-4623
Defendants. :

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FRANKLIN COUNTY PA
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TIMOTHY S. SPONSELLER
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**ORDER AND JUDGMENT GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT, AWARDING INCENTIVE
PAYMENT FOR THE CLASS REPRESENTATIVE, AND
AWARDING ATTORNEYS' FEES AND COSTS TO CLASS COUNSEL**

AND NOW, this 1st day of November, 2023, upon consideration of Plaintiffs' Uncontested Motion for Final Approval of Settlement, an Award of Incentive Payment to the Class Representative, and an Award of Attorneys' Fees and Expenses to Class Counsel, and attached Affidavit of the Settlement Administrator, and upon review of the Settlement Agreement, the Class Notices, the lack of any objections having been filed, and the Memorandum of Law submitted by Class Counsel, and after a hearing in which counsel for the Parties were heard,¹ it is hereby **ORDERED** and **DECREED** that the Motion is **GRANTED** and the Court makes the following findings of fact and law and enters the following final order and judgment:

1. Capitalized terms used in this Order and Judgment have the meanings assigned to them in the Settlement Agreement between the Parties unless otherwise stated herein.
2. This action was commenced on December 19, 2014, as a class action.
3. This Court has jurisdiction over the Parties and the subject matter of this

¹ As no objections were filed, no Settlement Class Members requested an opportunity to be heard during the hearing on November 1, 2023 at 10 A.M.

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TIMOTHY S. SPONSELLER PROTHONOTARY

proceeding.

4. After almost nine (9) years of litigation, including extensive discovery, substantial motion practice, and three (3) appeals, and as a result of intensive, arm's length negotiations between Class Counsel and Defendants' Counsel, the Parties reached accord with respect to a Settlement that provides substantial benefits to Settlement Class Members, in return for a release and dismissal of the claims at issue in the case against the Defendants ("Settlement Agreement"), although the Court is to retain jurisdiction to enforce the Settlement Agreement and certain changes in Defendants' policies and procedures. The resulting Settlement Agreement was preliminarily approved by this Court's Order Preliminarily Approving Settlement and Approving Notice Program dated July 28, 2023 (the "Preliminary Approval Order") and thereafter, an Amended Order Preliminarily Approving Settlement and Approving Notice Program dated September 7, 2023 (the "Amended Preliminary Approval Order"), which simply provided the Class Administrator with a couple additional weeks to send out the Class Notices, given the delays in providing the Class Administrator with the Class Members' information.

5. As part of both the Preliminary Approval Order and Amended Preliminary Approval Order, this Court preliminarily approved the Settlement between the Parties and approved a proposed Notice Program, which provided the Settlement Class Members with notice of the proposed Settlement. The Notice Program also provided the Settlement Class Members with the opportunity to file objections to the Settlement, and an opportunity to opt-out of the Settlement.

6. Pursuant to Rules 1701 et seq. of the Pennsylvania Rules of Civil Procedure, based upon this Court's Order of September 23, 2022 certifying the class, the following is the Class:

Class:

Those individuals, who allegedly had their confidential license to carry firearms applicant information disclosed by Defendants in violation of 18 Pa.C.S. § 6111(i) from December 19, 2012 through January 29, 2016, as a result of un-enveloped communications, including, but not limited to, postcards that were sent to the applicant/licensee containing information submitted by the applicant/licensee to the Defendants.

7. There are 6,104 members of the Settlement Class, which includes those who have excluded themselves.

8. The Settlement Administrator has filed a Declaration with the Court declaring that the mailing of the Class Notices, consistent with the Notice Program, has been completed.

9. The Court finds that the mailed Class Notices and Internet posting of the Class Notices constitute the best practicable notice of the Final Approval Hearing, the proposed Settlement, Class Counsel's application for fees and expenses, and other matters set forth in the Class Notice and Settlement Agreement; and that such notice constituted valid, due and sufficient notice to all members of the Settlement Class, and complied fully with the requirements of the Pennsylvania Rules of Civil Procedure, the Constitution of the Commonwealth of Pennsylvania, the Constitution of the United States, the laws of Pennsylvania, and any other applicable law.

10. As of the deadline for the filing of objections, no objections were received.

11. Any Settlement Class Member who did not timely file and serve an objection in writing to the proposed Settlement, or to Class Counsel's application for fees and expenses, in accordance with the procedure set forth in the Class Notice and mandated in both the Preliminary Approval Order and Amended Preliminary Approval Order, is deemed to have waived any such objection by appeal, collateral attack, or otherwise.

12. Given the size of the Class, the terms of the Settlement, which are favorable to the Class, and the Notice Program described above, this Court finds that the absence of any objections is significantly indicative of the fairness, reasonableness and adequacy of the Settlement and of Class Counsel's application for fees and expenses.

13. According to the Settlement Administrator, through its Declaration, only four (4) of the 6,104 Class Members (or .0006%) have excluded themselves from the Settlement. Any person who has excluded himself or herself from the Settlement may request a signed and notarized statement from Class Counsel stating that said person has been excluded from the Settlement, which signed statement shall be sufficient proof of such exclusion.

14. Any persons who wished to be excluded from this action were provided a full and fair opportunity to opt-out of the Settlement. Those persons who have validly excluded themselves from the action have no rights under the Settlement Agreement, except pursuant to Section VII., G.,² and shall not be bound by the Settlement Agreement or the final judgment herein, and shall not be considered Settlement Class Members for purposes of this Order and Judgment.

15. Settlement Class Members who did not opt out are bound by the Settlement, Settlement Agreement, Release contained within the Settlement Agreement, and this Order and Judgment. Settlement Class Members shall not have a further opportunity to opt-out of this Action.

² Pursuant to the Settlement Agreement, the only part of it that shall apply to anyone who timely excluded him/herself is Section VII., G., which specifies, *inter alia*, that the "Defendants agree that any applicable statute of limitations or statute of repose is and has been tolled during the pendency of this Litigation" and that "Defendants shall not assert [against any member of the Class who has properly opted out of the Settlement] any statute of limitations, repose, or laches defense unless such defense validly existed prior to the date this class action was filed." Accordingly, this Court finds Section VII., G. of the Settlement Agreement shall be the sole-right, under the Settlement Agreement, of those Class Members who have excluded themselves.

All Class Members who did not timely file a request for exclusion from the Settlement are hereby barred and enjoined from commencing and/or prosecuting any claim against the Defendants that was set forth in the Complaint. Moreover, any Class Member who did not timely file a request for exclusion is hereby enjoined from participating in a class action in any forum with regard to any claim that was set forth in the Complaint.

16. Given the size of the Class, the terms of the Settlement, which are favorable to the Class, and the Notice Program described above, this Court finds that the almost non-existent number of opt outs is significantly indicative of the fairness, reasonableness and adequacy of the Settlement.

17. On the basis of all of the complex issues in this litigation, and the provisions of the Settlement Agreement, the Court is of the opinion that the Settlement falls within the “range of reasonableness” because it is a fair, reasonable and adequate compromise of the claims against the Defendants. The Court has examined each of the factors identified by the Pennsylvania Supreme Court in *Dauphin Deposit Bank and Trust Co. v. Hess*, 556 Pa. 190, 727 A.2d 1076 (1999) and finds that they weigh heavily in favor of finally approving the Settlement.

18. Class Counsel submitted to the Court and served on Defendants’ Counsel their application for attorneys’ fees and expenses in the sum of forty percent (40%) of the Settlement Fund (*i.e.* in the amount of \$1,200,000.00) consistent with the terms of the Settlement Agreement. The Court has considered Class Counsel’s request and shall grant the request as it comports with the factors set forth in Pa.R.C.P. No. 1717, and crosschecks using the lodestar and percentage of recovery methods confirm the reasonableness of Class Counsel’s fee request. It is also extremely significant that no Class Members filed objections to the attorneys’ fees and expenses sought by Class Counsel.

19. The Representative Plaintiffs are entitled to and are hereby awarded a payment of \$2,500.00, each, from the Settlement Fund, in recognition of the efforts they undertook in connection with this lawsuit.

20. The Members of Class, who did not exclude themselves from the Settlement, shall each receive an equal share, which should be the approximate sum of \$282.69, from the Settlement Fund, as well as, the benefits from the injunctive relief.

21. The payments to the Class Members, Representative Plaintiffs, and Class Counsel shall be mailed out by the Settlement Administrator exactly thirty-five (35) days after the date of this Order unless an appeal of this Order and Judgment, with payment of the appropriate bond, is filed.

22. After payments are made to the Class Members, Representative Plaintiffs, and Class Counsel, any funds remaining in the Settlement Fund, and any sums payable to any Settlement Class Members who cannot be located after diligent effort, or who fail to cash or deposit their settlement check within ninety (90) days of the date it is mailed and not returned as undeliverable, shall be distributed by the Settlement Administrator as other Court-approved disbursements of funds as follows: (a) fifty percent (50%) to the Pennsylvania Sheriffs' Association (whereby, the money shall only be utilized to provide training and equipment to sheriff departments across Pennsylvania); (b) fifty percent (50%) to the Firearm Owners Against Crime – PAC. In the event any Court-approved disbursement is renounced, that entity's fifty percent (50%) portion shall be distributed equally to the other Court-approved entities. If a Settlement check is returned to the Settlement Administrator for any reason, including if it is returned as undeliverable, the Settlement Administrator shall make a diligent good-faith effort to locate a good address for the Class Member whose Settlement check was returned and shall re-

mail the Settlement check to that new address.

23. Funds, if any, remaining in the Settlement Fund after the foregoing distributions are made shall be distributed as residual funds as follows: (a) fifty percent (50%) to the Pennsylvania Interest on Lawyers Trust Account Board; and (b) fifty percent (50%) to the Franklin County Veterans' Affairs Outreach Fund.

24. Upon final distribution of the Settlement Fund, the Settlement Administrator shall file a final report with the Court specifying: (a) the dollar amount of the checks that were issued to the Class Members, Representative Plaintiffs, Class Counsel, and other entities entitled to a distribution pursuant to this Order; (b) the date the checks were issued; and (c) the manner in which they were provided to the recipients.

25. The Defendants are hereby immediately and permanently enjoined as follows:

a. Defendants are hereby prohibited from sending, in any form, un-enveloped postcards, containing LTCF applicant information, including, but not limited to, LTCF applications, renewals, denials, and approvals.

b. Defendants are hereby prohibited from requiring any information or documentation not required by the LTCF application form (currently SP 4-127) promulgated by the Pennsylvania State Police.

c. Defendants are hereby required to train, on at least an annual basis, all employees involved with LTCF applications, renewals, denials, and approvals regarding the confidentiality of LTCF Information pursuant to 18 Pa.C.S. § 6111, so long as it or any successor statute is in effect.

26. This Action and all claims against the Defendants are hereby dismissed with prejudice, although the Court shall retain exclusive and continuing jurisdiction of the Action, all

Parties, and Settlement Class Members, to interpret and enforce the terms, conditions and obligations of this Settlement Agreement. Furthermore, the Court shall retain exclusive and continuing jurisdiction to supervise and enforce the permanent injunctive relief provided for hereinabove.

27. Any Settlement Class Member who wishes to file an appeal from this Order and Judgment shall first post a bond with the Court in the sum of \$75,000 as a condition of prosecuting such appeal to compensate the Settlement Class Members and Class Counsel for such delay and the loss of use of the Settlement funds during the pendency of such appeal.

28. A copy of this Order shall be provided to the Class Administrator and thereafter posted on the Settlement Website.

BY THE COURT:



John D. Kuhn, Senior Judge
Specially Presiding

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