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**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. : :

**PLAINTIFFS' UNCONTESTED MOTION FOR PRELIMINARY APPROVAL OF
SETTLEMENT AND NOTICE PROGRAM**

The named Plaintiffs in this action (the “Plaintiffs” or “Representative Plaintiffs”) move, uncontested, for preliminary approval of the settlement between the Parties, and move for approval of the notice program, and in support thereof assert the following:

Background of the Litigation

1. On December 19, 2014, Plaintiffs commenced the instant action by filing a Class Action Complaint, utilizing John/Jane Doe aliases, on behalf of themselves and all persons similarly situated (the “Class”) against Defendants, Franklin County (the “County”), Franklin County Sheriff’s Office (“Sheriff’s Office”), Franklin County Sheriff Dane Anthony (“Sheriff”) and the Employee John/Jane Does (collectively, the “Defendants”).

2. On June 4, 2018, after the first round of appellate review relating to the grant of Defendants’ preliminary objections, this Court overruled Defendants’ preliminary objections and sealed this matter.

ATTEST A TRUE COPY
Timothy S. Sponseller
TIMOTHY S. SPONSELLER PROTHONOTARY

3. On July 16, 2018, Defendants file their Answer.

4. On September 23, 2022, after a second round of appellate review relating to the denial of Plaintiffs' motion for class certification, this Court denied Plaintiffs motion to reconsider the statute of limitations and granted Plaintiffs' motion for a class certification but did not define the class, as this Court requested counsel to assist it in more precisely defining the class.

5. On April 11, 2023, after Plaintiffs appealed the statute of limitations decision, the Commonwealth Court directed the Parties to its mediation program, where Commonwealth Court Judge Bonnie Leadbetter, acted as a mediator.

6. During that mediation, the Parties entered into substantial, adversarial settlement negotiations, during which, the Parties discussed their respective positions and Defendants informed Plaintiffs of the issues they intend to raise into the future and on appeal if any judgment is entered on behalf of the Class. Defendants also confirmed that they have, through Pennsylvania Counties Risk Pool, a maximum coverage of \$5,000,000.00, which has been eroded by attorneys' fees incurred over the past 8 and a half years of litigation.

7. After extensive arm's length settlement negotiations involving competent and experienced counsel for the Parties and an extremely qualified appellate court judge mediator, the Parties agreed to the terms set forth in the Settlement Agreement. A true and correct copy of the Settlement Agreement between the Parties, with Exhibits, is attached hereto as Exhibit "1."

8. Consistent with the Settlement Agreement, the Parties agree that for purposes of settlement, the Class be defined as:

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.

9. Utilizing the above defined Class, the certified Class encompasses approximately 9,867 members.

Preliminary Approval of the Settlement – Pa.R.C.P. 1714(a)

10. Under Pennsylvania law, settlements are favored in class action lawsuits. However, a class action may not be settled without a hearing and court approval. Pa.R.C.P. 1714(a). The class action approval process requires two steps, the first of which consists of a preliminary evaluation and, if appropriate, approval of the settlement followed by notice, pursuant to Pa.R.C.P. 1714(c), to the Class members. After notifying the Class members, a final approval hearing (also called a fairness hearing) must be held where arguments for and against the settlement are heard by the Court.

11. To be preliminarily approved, a settlement must fall within a “range of reasonableness” or “range of possible approval.” Based on the analysis provided in Plaintiffs’ Memorandum of Law, including analysis of the seven factors identified as relevant by the Pennsylvania Supreme Court, the proposed settlement as set forth in the Settlement Agreement between the Parties falls both within the “range of reasonableness” and “range of possible approval” and should be preliminarily approved by the Court.

Approval of the Notice Program

12. As explained above, once the Settlement is preliminarily approved, notice of the Settlement must be provided to all Class members, pursuant to Pa.R.C.P. 1714(c).

13. According to the Pennsylvania Superior Court, such notice must present a fair recital of the subject matter and proposed terms of the proposed settlement, although it may consist of a very general description of the proposed settlement, including a summary of the

monetary and other benefits that the class would receive and an estimation of the attorneys' fees and other expenses. The notice must also inform the Class members of an opportunity to be heard regarding the propriety of the proposed settlement. The notice need not provide a complete source of settlement information and it is enough that the notice contains facts sufficient to alert interested persons to the terms of the proposed settlement and also the means by which further inquiry can be made and objection recorded.

14. The Notice Program set forth in the Settlement Agreement between the Parties, and the proposed Class Notices, which have been reviewed and approved by counsel for all Parties, and a true and correct copy of which is attached to the Settlement Agreement as Exhibit "D," meet the foregoing requirements since they describe the Settlement in relatively simple terms, explain how to opt out or object to the Settlement, and provide the deadline to do so, inform the Class members of the date and purpose of the Final Approval hearing and the amount of proposed attorneys' fees and expenses, and explain the ways in which additional information about the Settlement can be obtained, such as through the Settlement Website.

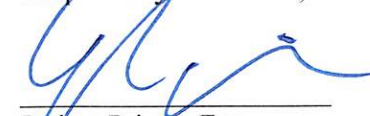
PRAYER FOR RELIEF

WHEREFORE, the Plaintiffs respectfully request that this Honorable Court issue the attached proposed Preliminary Approval Order:

(1) Preliminarily approving the Settlement between the Parties (as set forth in the Settlement Agreement between the Parties) pending notification of the Settlement Class members, the opportunity by Class members to opt out or object to the proposed Settlement, and the Final Approval Hearing; and

(2) Approving the Class Notice and the Notice Program as set forth in the Settlement Agreement between the Parties.

Respectfully Submitted,



Joshua Prince, Esq.
Prince Law Offices, P.C.

Date: July 20, 2023

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

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

SETTLEMENT AGREEMENT

Plaintiffs, John Doe 1, John Doe 2, John Doe 3, Jane Doe 1, (the “Representative Plaintiffs”), individually and on behalf of all persons similarly situated of the certified class (collectively, “Plaintiffs”), and Defendants, Franklin County, Franklin County Sheriff’s Office (“Sheriff’s Office”), Franklin County Sheriff Dane Anthony (“Sheriff Anthony”), and Employee John/Jane Does (collectively, the “Defendants”) (Plaintiffs and Defendants are hereinafter collectively referred to as the “Parties”), hereby enter into this Settlement Agreement providing, subject to the approval of the Court, for settlement of the claims herein described against Defendants.

WHEREAS, Pennsylvania’s Uniform Firearms Act (“UFA”) declares as confidential “all information ... including but not limited to ... name or identity” provided by an applicant for a License to Carry Firearms (“LTCF”); and imposes sanctions, both civil and penal, of the greater of either One Thousand Dollars or three times actual damages plus attorney fees, for breach of that confidentiality, pursuant to 18 Pa.C.S. § 6111(i).

WHEREAS, Plaintiff filed the above-captioned class action lawsuit (the “Litigation,” “Lawsuit” or “Action”) against Defendants, alleging that Defendants improperly disclosed,

through the use of un-enveloped postcards, confidential information (“LTCF Information”) about applicants who applied for a License to Carry Firearms (“LTCF”) in alleged violation of 18 Pa.C.S. § 6111(i).

WHEREAS, the Defendants issued un-enveloped postcards, which displayed the name, address and other information relating to the LTCF Applicant on approximately 9,867 individuals between December 19, 2012 through January 29, 2016.

WHEREAS, the Court certified the Class on September 23, 2022 but directed the Parties to address how to more precisely define the Class.

WHEREAS, shortly after the Litigation was filed, Sheriff Brown and the Sheriff’s Office stopped utilizing un-enveloped postcards on January 29, 2016.

WHEREAS, the Defendants have denied and continue to deny Plaintiffs’ claims and deny any wrongdoing or liability of any kind to Plaintiffs and have indicated their intent to raise multiple arguments during any future summary judgment motions and/or trial, including but not limited to arguments that: (1) the applicants authorized the disclosure of information by allegedly being informed that the Sheriff’s Office would send un-enveloped postcards as part of the application process and thus did not violate the UFA, (2) that no public disclosure occurred by the issuance and mailing of un-enveloped postcards, and (3) that a 1 year statute of limitations should apply.

WHEREAS, the Parties have conducted, over the past 9 years, a thorough examination and investigation of the facts and law relating to the matters in this Litigation and that such examination included documentary and deposition discovery and numerous motions and filings, including three appeals, in the course of the Litigation.

WHEREAS, the Defendants have concluded that settlement is desirable in order to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve finally and completely all pending claims of the Plaintiffs relating to alleged conduct involved in this Litigation.

WHEREAS, Plaintiffs and Class Counsel recognize the costs and risks of prosecuting this Litigation, and believe that it is in their interest, and the interest of the Class, to resolve this Litigation, and any and all claims against the Defendants.

WHEREAS, substantial, adversarial settlement negotiations have taken place between the Parties, including with Commonwealth Court President Judge Emerita Bonnie Brigance Leadbetter, and, as a result, this Settlement Agreement has been reached, subject to Court approval.

WHEREAS, the Parties and their counsel believe that this Settlement Agreement offers significant benefits to Class and is fair, reasonable, adequate and in the best interest of the Class.

WHEREAS, this Settlement Agreement is made and entered into by and among the Defendants and the Representative Plaintiffs, individually and on behalf of the Class.

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned as follows:

I. DEFINITIONS.

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

A. Class – Consistent with this Court’s Order of September 23, 2022,

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.

B. Class Counsel - shall mean: Joshua Prince, Esquire of Prince Law Offices, P.C.

C. Class Notices - shall mean the Court-approved form of notice in substantially the same form as Exhibits D wherein the Class is informed of the certification of this Litigation as a class action pursuant to Pa.R.C.P. Nos. 1701 *et seq.*, the preliminary approval of this settlement by the Court, and is provided with the opportunity to object to the Settlement and/or opt out of the Litigation and Settlement.

D. Class Representative - shall mean the individuals appointed as class representatives for the Class by the Honorable John D. Kuhn, in the Court's Order of September 23, 2022, and referred to, for confidentiality purposes, as John Doe 1, John Doe 2, John Doe 3, and Jane Doe 1.

E. Complaint – shall mean the Class Action Complaint, which was filed December 19, 2014, and is attached as Exhibit “A”.

F. Court - shall mean the Court of Common Pleas of Franklin County, Pennsylvania, the Honorable John D. Kuhn, specially presiding, or his duly appointed or designated successor.

G. Defendants - shall mean those individuals and entities as defined hereinabove.

H. Defendants' Counsel – shall mean Frank Lavery, Esquire of Lavery Law and Scott Wyland, Esquire of Salzman Hughes, P.C.

I. Distribution Amount - shall mean the amount available from the Settlement Fund after payment of attorney fees and expenses, and incentive awards to the Representative Plaintiff.

J. Effective Date - shall mean forty-five (45) days from the date on which the Settlement has been finally approved by the Court, and/or the date on which any appeals from the Final Approval Order are resolved, whichever is later.

K. Final Approval Hearing - shall mean the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order.

L. Final Approval Order - shall mean the Court order that finally approves this Settlement Agreement, approves payment of attorney fees and expenses, and makes such other final rulings as are contemplated by this Settlement Agreement.

M. Franklin County - shall mean Franklin County and all of its departments (including the Franklin County Sheriff's Office), commissioners, boards, agencies, sub-divisions, employees, agents, attorneys, and representatives.

N. Litigation - shall mean the above-captioned lawsuit pending in the Court of Common Pleas of Franklin County, Pennsylvania, docket number 2014-4623.

O. LTCF - shall mean a Pennsylvania License to Carry Firearms.

P. LTCF Information - shall mean information that is allegedly confidential pursuant to 18 Pa.C.S. 6111(i), including any and all information provided by the applicant for an LTCF, a person who appeals from the denial or revocation of an LTCF, and any information received by the Defendants in connection with an LTCF application or appeal, including but not limited to name and address of the applicant or appellant, and/or the reason for appeal.

Q. Notice Program - shall mean the program for disseminating the Class Notices to Class in accordance with the terms herein.

R. Notice Date - shall mean the date upon which Class Notices are first mailed to known Class in accordance with the terms herein, which date shall be set forth on the Class Notices.

S. Objection Date - shall mean the date agreed upon by the Parties or otherwise ordered by the Court by which Class member must submit any objection to the Settlement Agreement's terms or provisions and submit any required statements, proof, or other materials and/or argument.

T. Opt-Out Deadline - shall mean the date agreed upon by the Parties or otherwise ordered by the Court by which any Class member who does not wish to be included in the Class and participate in the Settlement must complete the acts necessary to properly effect such election to opt out.

U. Opt-Out List - shall mean a written list prepared by the Settlement Administrator of the names of all Class who submit a timely Request for Exclusion.

V. Parties - shall mean those individuals and entities defined hereinabove as the "Parties."

W. Preliminary Approval Order - shall mean the Order of the Court preliminarily approving this Settlement Agreement.

X. Policy Changes – means the changes in internal policy of the Defendants, which are agreed to by and between the Parties, and which are set forth in Section III(A) herein.

Y. Release - shall mean the release described in Section VII herein.

Z. Released Claims - shall mean and include any and all claims or causes of action by or on behalf of any and all Settlement Class Members (and their predecessors, successors,

heirs, administrators, executors, agents, trustees, representatives, and assigns) that are released by the Release described in Section VII herein.

AA. Released Parties - shall mean all persons or entities against whom Released Claims will be released pursuant to the Release described in Section VII herein.

BB. Request for Exclusion - shall mean a request by any Settlement Class Member for exclusion from (to opt out of) the Settlement Class in compliance with Section V herein.

CC. Settlement - shall mean the agreement between the Parties to resolve the Litigation, the terms of which have been memorialized in this Settlement Agreement.

DD. Settlement Administrator - shall mean the qualified party selected by Plaintiffs and designated in the Preliminary Approval Order to administer the Settlement, including implementing the Notice Program and maintaining the Settlement website and call center. Plaintiffs, Defendants, and their respective counsel shall not have any responsibility for any acts or omissions of the Settlement Administrator.

EE. Settlement Agreement - shall mean this Settlement Agreement, including any valid amendment hereto, and all the Exhibits attached hereto.

FF. Settlement Amount - shall mean the sum of Three Million Dollars (\$3,000,000.00) to be paid by or on behalf of the Defendants.

GG. Settlement Class Members - shall mean all persons in the Settlement Class who do not exclude themselves (opt out) pursuant to Section V herein.

HH. Settlement Fund - shall mean a fund or funds, governed by terms to be agreed to between Class Counsel and Defendants' Counsel, in the amount of the Settlement Amount, which shall be earmarked and guaranteed specifically for this case and remain available until such time as to be utilized to administer the monetary requirements of the Settlement.

Defendants shall provide documentation verifying that the Settlement Amount is available, has been earmarked and guaranteed for the sole purpose of this case, and will not be utilized for any other payments or purposes. Defendant will not allow the Settlement Fund to ever have less than the Settlement Amount in it, except to the extent payments are authorized by the Court and properly distributed, pursuant to this Settlement Agreement, to the Settlement Administrator, Class Members, and/or Class.

II. Settlement Website – shall mean a publicly accessible website established by the Settlement Administrator to provide information about the Settlement and answer questions about the Settlement.

II. REQUIRED EVENTS.

A. Promptly after execution of this Settlement Agreement by all Parties:

1. Plaintiffs shall file, and Defendants agree not to contest, a Motion for Preliminary Approval of the Settlement and Notice Program (the “Preliminary Approval Motion”), with Memorandum of Law, in substantially the same form as Exhibit “B” hereto, which shall move for the entry of a Preliminary Approval Order in substantially the same form as Exhibit “C” hereto, and which by its terms shall:

a. Preliminarily approve the terms of the Settlement Agreement without a hearing;

b. Approve the contents of the Class Notices, in substantially the same form as Exhibit “D” hereto, and methods in the Notice Plan set forth herein;

c. Direct the Defendants to pay the Settlement Administrator, from the Settlement Fund, the requisite fee for administering the settlement in this matter.

d. Set deadlines for the mailing of the Class Notices, the filing of objections to the settlement, the filing of Requests for Exclusion, and the filing of a Motion for Final Approval of Settlement and for an Award of Attorney Fees and Expenses (“Motion for Final Approval”);

e. Schedule a Final Approval Hearing to review comments regarding the proposed Class Settlement and to consider the fairness, reasonableness, and adequacy of the proposed Class Settlement and the application for an award of attorney fees and reimbursement of expenses, and to consider whether the Court should issue the Final Approval Order finally approving the Class Settlement, granting Class Counsel’s application for attorney fees and expenses, granting the incentive awards application by the Class Representative, and dismissing the Litigation except to the extent the Court retains jurisdiction to enforce this Settlement Agreement and the Policy Changes.

2. Class Counsel and Defendants’ Counsel will use their best efforts, consistent with the terms of this Settlement Agreement, to promptly obtain the Preliminary Approval Order and the Final Approval Order.

3. In the event that the Court fails to issue the Preliminary Approval Order or fails to issue the Final Approval Order, Class Counsel and Defendants’ Counsel agree to use their best efforts, consistent with this Settlement Agreement, to cure any defect identified by the Court.

4. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Settlement Agreement are essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby. Any disputes regarding the Parties' obligations under this paragraph shall be submitted for decision by the Court, which decision shall be binding on the Parties.

III. SETTLEMENT TERMS.

A. Injunctive Relief.

The Defendants hereby agree and consent to the following permanent injunctive relief to be entered as part of the Final Approval Order:

1. The Defendants agree to the entry of a permanent injunction prohibiting them from sending out un-enveloped postcards containing LTCF applicant information, including, but not limited to, LTCF applications, renewals, denials, and approvals.

2. The Defendants agree to the entry of a permanent injunction prohibiting them from requiring any information, documentation, or action not required by the LTCF application form (currently SP 4-127) promulgated by the Pennsylvania State Police, so long as the form is consistent with the UFA and prevailing law.

3. The Defendants agree to the entry of a permanent injunction requiring them 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 the UFA or any successor statute is in effect.

B. Discontinuance of Contempt Petition in Doe 1 Litigation

1. Upon entry of a Final Approval Order, where Class Counsel's request for attorney fees and expenses is approved in total and no appeal to the Final Approval Order is filed, Class Counsel agrees file a Praecipe to Discontinue Appeal with the Commonwealth Court for docket number 1182 C.D. 2022, pursuant to Pa.R.A.P. 1973.

C. Settlement Fund.

1. Upon entry by the Court of the Preliminary Approval Order, the Defendants shall provide Class Counsel with documentation verifying that the Settlement Amount is available and sequestered within Settlement Fund and that the Settlement Amount has been earmarked and guaranteed for the sole purpose of this case, and will not be utilized for any other payments or purposes.

2. All administrative expenses, including the costs of Settlement administration, website administration and the provision of notice to class members, shall be paid from the Settlement Fund to the Settlement Administrator upon the issuance of the Preliminary Approval Order and presentation of invoices and those administrative expenses shall be deducted from the Settlement Amount/Settlement Fund.

D. Attorneys Fees and Expenses.

1. As part of the Motion for Final Approval, Class Counsel will petition the Court for an award of attorney fees and expenses in an amount not to exceed forty percent (40%) of the Settlement Amount.

2. Defendants will not oppose Class Counsel's application for said award of fees and expenses, nor will they oppose any appeal filed by Class Counsel relative to their application for an award of attorney fees and expenses.

3. The amount of attorney fees and expenses approved by the Court shall, on the Effective Date (or earlier as permitted in Section III(F) below), be deducted from the Settlement Amount/Settlement Fund and shall be mailed and made payable to "Prince Law Offices, P.C."

E. Payments to Class Members.

1. The Settlement Amount/Settlement Fund, less Court-approved attorneys' fees and expenses and Court-approved incentive awards for the Class Representatives, shall be divided equally amongst the Class members; whereby, each Class member shall receive the same amount, but no more than one thousand dollars (\$1,000.00), regardless of how many un-enveloped postcards were sent in relation to that Class member.

2. No portion of the Settlement Amount/Settlement Fund shall be disbursed before the Effective Date, except as set forth in Section III(F) below.

F. Partial Distribution Pending Appeal.

If an appeal is filed from the Final Approval Order, and if the payment of some portion of the Settlement Fund is not in dispute in such appeal, that undisputed portion of the Settlement Fund shall be distributed in accordance with this Settlement Agreement. In the event that Final

Approval of the Settlement is overturned on appeal, any unpaid funds shall remain with the Defendants until further Order of the Court.

F. Other Disbursements from the Settlement Fund.

Any excess 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 as other Court-approved disbursements of funds as follows:

1. 50% to the Pennsylvania Sheriffs' Association; whereby, the money shall only be utilized to provide training and equipment to sheriff departments across Pennsylvania; and,
2. 50% to Firearm Owners Against Crime - PAC.

G. Residual.

Any sums remaining after distribution to the Class Members, Class Counsel, and pursuant to section III(F) above, shall be distributed residual funds as follows:

1. 50% to the Pennsylvania Interest on lawyers Trust Account Board as required by Pa.R.C.P. 1716;
2. 50% to Franklin County Veterans' Affairs Outreach Fund.

IV. NOTIFICATION TO CLASS MEMBERS.

A. Responsibilities of the Settlement Administrator.

1. The Settlement Administrator shall be selected by the Plaintiffs and paid for by the Defendants from the Settlement Fund and shall implement and administer the Notice Program, as approved by the Court.

2. The Settlement Administrator shall be responsible for, without limitation: (i) mailing the Class Notices; (ii) responding to requests for a copy of the Class Notices; (iii) maintaining the Settlement Website until the Effective Date; (iv) maintaining, until the day after the Final Approval Hearing, a toll free Settlement telephone number and call center through which a live and knowledgeable person may be reached Monday through Friday from 9:00 a.m. to 5:00 p.m. to provide information and answer questions about the Settlement; (v) otherwise administering the Notice Program and (vi) distributing payments to the Class members. The Notice Program shall comply with all requirements of applicable law. The Settlement Administrator will be required to maintain an appropriate insurance policy to protect against any violation of its fiduciary duties and other legal obligations to the Court, the Representative Plaintiffs, Class members, Defendants, Defendants' Counsel and Class Counsel; and further the Settlement Administrator will be required to indemnify, defend, and hold harmless the Defendants and Defendants' Counsel from any claims or costs whatsoever arising out of the Settlement Administrator's violation of its duty of confidentiality in connection with the performance of its duties under this Agreement.

3. The Settlement Administrator will maintain the Settlement Website, which will provide information about the Settlement to Class members, including, a downloadable copies of the Complaint, the Settlement Agreement, the Preliminary Approval Motion, the Preliminary Approval Order, the Class Notices, the Motion for Final Approval, and the Final Approval Order, all in .pdf format, as well as other pertinent information about the Litigation and the Settlement, including any upcoming hearings or other events and the general the status of the Litigation and Settlement. Class

Counsel shall have the right and opportunity to approve the content of the Settlement Website and Defense Counsel shall be provided 10 (ten) days to review and provide comments on the Settlement Website before it goes live. If Defense Counsel fails to provide any comments within 10 (ten) days, all comments are deemed waived, and the website may be published.

B. Notice.

1. Notice will be provided to the Class by the Settlement Administrator by direct mailing of Class Notices to all Class Members at their last known or readily ascertainable address utilizing the records maintained by the Defendants, including, but not limited to, driver's license, non-driver's license identification, LTCF records, land records, tax records, and utility records. The Defendants will promptly search their records and provide the Settlement Administrator with the last known good address for each Class member. The Class Notices will be provided in English and will provide instructions in Spanish that a Spanish language version of the Class Notices will be provided upon request by calling the Settlement Administrator, and that it is also available on the Settlement Website. Class Notices will be initially mailed by the Settlement Administrator not later than thirty (30) days after entry of the Preliminary Approval Order.

2. The Settlement Administrator shall also provide a copy of the Class Notices to anyone who requests a copy through written communication to the Settlement Administrator or through the toll-free telephone number to be established by the Settlement Administrator.

3. If, after the initial mailing, any Class Notices are returned as undeliverable, the Settlement Administrator will diligently and promptly attempt to locate such Class members by way of submission to the United States Postal Service of a “Request for Change of Address or Boxholder Information Needed for Service of Legal Process” form, and through PennDot and the use a national locator database or service and, if another address is found, immediately re-mail the appropriate Class Notice to the new address.

4. Forty-five (45) days after the Class Notices are initially mailed out by the Settlement Administrator, the Settlement Administrator shall provide a confidential report to the Court, with a copy to Class Counsel and Defendants’ Counsel, setting forth the number of Class Notices that were returned, the reason each was returned, and the efforts taken to diligently locate the correct address of each such individual whose Class Notice was returned.

5. The contract between the Parties and the Settlement Administrator shall contain a provision providing that the names, addresses and other information about the Class members that is provided to it by Defendants, Defendants’ Counsel, Class Counsel, or by individual Class members, shall be treated as strictly confidential, shall be disclosed only to employees and subcontractors of the Settlement Administrator that require access to such information to comply with and implement this Settlement Agreement, and shall otherwise be used by the Settlement Administrator only as necessary to comply with and implement this Settlement Agreement.

6. The Settlement Administrator will employ an interpreter to assist Class members whose primary language is Spanish and who may have questions or concerns regarding the Litigation or Settlement.

V. REQUESTS FOR EXCLUSION BY SETTLEMENT CLASS MEMBERS.

A. Any Class member may make a Request for Exclusion (also known as a request to “opt out”) by mailing or delivering such request in writing to the Settlement Administrator. Any Request for Exclusion must be postmarked no later than the Opt-Out Deadline. To be valid, a Request for Exclusion must contain the name, address and telephone number of the person requesting exclusion, such person must, in substance, state that he or she elects to be excluded from the Settlement, does not wish to be a Class Member, and elects to be excluded from any judgment entered pursuant to the Settlement, and it must be signed and dated by the person seeking to be excluded.

B. Any Class Member who submits a valid and timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

C. Five (5) business days after the deadline for submission of Requests for Exclusion, the Settlement Administrator shall provide an Opt-Out List to Class Counsel and to Defendants’ Counsel together with copies of each Request for Exclusion. Class Counsel shall specify the number of individuals who opted out of the Settlement in their Motion for Final Approval and shall provide the names of such individuals to the Court *in camera* or under seal if requested by the Court.

VI. OBJECTIONS BY SETTLEMENT CLASS MEMBERS.

A. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class members' objections to the Settlement Agreement, in accordance with such Settlement Class members' due process rights.

B. The Preliminary Approval Order and Class Notices shall provide that any Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes for any objection to be considered, must file a Notice of Objection with the Prothonotary by the Objection Date. Such Notice of Objection, along with any supporting documentation, shall be filed under seal to preserve confidentiality under 18 Pa.C.S. § 6111(i), must be signed and dated by the objector, and shall contain the case caption, including case number, the name, address and telephone number of the person objecting, a statement that the objecting person is a member of the Class, and a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, and shall have appended to it any documents such person wishes to be considered in support of the objection. A copy of the Notice of Objection, along with any appended documentation, must, upon filing, be immediately provided by the objector via mail or hand delivery to Class Counsel and to Defendants' Counsel.

C. The Preliminary Approval Order and Class Notices will further provide that objectors who fail to properly or timely file a valid Notice of Objection, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Final Approval Hearing, nor shall their objections be considered by the Court. The Preliminary Approval Order and Class Notices will also provide that by filing a Notice of Objection or by appearing at the Final Approval Hearing, objectors will not be considered to

have waived any existing claim or right to confidentiality that may exist pursuant to 18 Pa.C.S. § 6111(i).

D. In accordance with the law, only Class members who have validly objected to the Settlement pursuant to the terms immediately above may appeal from the Final Approval Order. The proposed Final Approval Order shall provide that any Class member who wishes to appeal the Final Approval Order, which appeal will delay the distribution of the Settlement payments to the Class, shall post an appropriate bond with this Court in an amount to be determined by the Court as a condition of prosecuting such appeal and of sufficient amount to compensate the Class members for the delay, including but not limited to, the loss of use of the Settlement funds during the pendency of the appeal.

VII. RELEASE, DISMISSAL OF ACTION, AND JURISDICTION OF COURT.

A. By this Settlement Agreement and specifically as provided in this paragraph, Defendants, and all of their respective predecessors, successors and assigns, officers, officials, agencies, departments, insurers, attorneys and employees (the “Released Parties”) are released from any and all claims or causes of action asserted in the Complaint.

B. This Settlement Agreement and the foregoing release paragraph do not affect the rights of Class members who timely and properly exclude themselves from the Settlement.

C. This Settlement Agreement and the foregoing release paragraph do not affect the rights of Class members whose LTCF Information or other information protected by confidentiality provisions of the UFA may be disclosed by any of the Defendants in the future.

D. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Parties agree that the Court

shall retain jurisdiction to protect, preserve, supervise, and implement the Settlement Agreement, including, but not limited to, the Release and the Policy Changes. Moreover, the Court shall retain jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining Class members from prosecuting claims that are released pursuant to the Settlement Agreement and orders directing the Defendants to comply with the Policy Changes.

F. Upon the Effective Date: (i) the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Class members except as set forth herein; (ii) the Released Parties shall not be subject to liability or expense of any kind to any Class members or their successors, predecessors or assigns except as set forth herein; and (iii) Class members and their successors, predecessors and assigns shall be permanently barred from initiating, asserting, or prosecuting any and all Released Claims against any Released Party in any federal or state court in the United States or any other tribunal except as set forth herein.

G. Defendants agree that any applicable statute of limitations or statute of repose is and has been tolled during the pendency of this Litigation. With respect to any claims asserted in the Litigation that are subsequently asserted by any member of the Class who has properly opted out of the Settlement, Defendants shall not assert any statute of limitations, repose, or laches defense unless such defense validly existed prior to the date this class action was filed. Further, in the event that the Court does not approve this Settlement Agreement, or an appellate court reverses the Court's order approving this Settlement Agreement, Defendants agree that, with respect to any claims asserted in the Litigation that are subsequently asserted or maintained by

any member of the Class who opted out, Defendants shall not assert any statute of limitations, repose or laches defense that did not validly exist on the date this action was filed.

VIII. INCENTIVE AWARDS TO CLASS REPRESENTATIVES.

It is agreed between the Parties that the Representative Plaintiffs provided substantial assistance to Class Counsel in their prosecution of this action. Given the efforts of the Representative Plaintiffs on behalf of the Settlement Class, Defendants will not oppose an application for incentive awards in the additional sum of \$2,500.00 to each of the Representative Plaintiffs. To the extent any incentive awards are approved by the Court, the total amount of such incentive awards shall reduce *pro rata* the amounts to be paid to the Class members.

IX. REPRESENTATIONS, WARRANTIES AND COVENANTS.

A. Class Counsel represents and warrants that he has the authority, on behalf of Representative Plaintiffs, to execute, deliver, and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. When signed by Class Counsel, this Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Representative Plaintiffs and constitutes a legal valid and binding obligation.

B. Defendants, through Defendants' Counsel, represent and warrant that they have the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Defendants of this Settlement Agreement and the consummation by them of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Defendants. When

signed by Defendants' Counsel, this Settlement Agreement has been duly and validly executed and delivered by Defendants and constitutes their legal, valid, and binding obligation.

X. MISCELLANEOUS PROVISIONS.

A. Neither Class Counsel nor Defendants' Counsel shall encourage or cause any Class Member (with the exception of Franklin County employees) to opt out of the Settlement, object to the Settlement, or appeal from the Final Approval Order, nor shall they encourage or cause any other person to do so.

B. This Settlement Agreement is entered into for purposes of Settlement. In the event that the Effective Date does not occur, or a Final Approval Order is not entered, for any reason other than the fault of the Defendants, then this Settlement Agreement, including any Releases or dismissals hereunder, is canceled, except to the extent otherwise set forth herein. In the event this Settlement Agreement is canceled or deemed canceled, no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Litigation or in any other litigation, and all Parties shall be restored to their prior rights and positions as if the Settlement Agreement had not been entered into, except that Defendants shall not be entitled to reimbursement of any administrative expenses paid for work actually performed.

C. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

D. This Settlement Agreement, including all exhibits attached hereto, may not be modified or amended except in writing signed by all of the Parties or their counsel.

E. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

F. This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision, or rule that would cause the application of the laws of any other jurisdiction.

G. Except as otherwise provided in this Settlement Agreement, including the right of Class Counsel to be reimbursed for funds expended from the Attorney Fee and Expense award, each party to this Settlement Agreement shall bear his, her, or its own costs of the Litigation.

H. If any clause, provision or paragraph of this Settlement Agreement shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision or paragraph of this Settlement Agreement, and this Settlement Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable clause, paragraph, or other provisions had not been contained herein.

I. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

J. The determination of the terms of, and the drafting of, this Settlement Agreement, including its exhibits, has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with

the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. Each of the Parties was represented by competent and effective counsel throughout the course of Settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement. In entering into this Settlement Agreement, none of the Parties relied on advice received from any other Party or any other Party's counsel.

K. All of the exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference. This Settlement Agreement and the exhibits thereto constitute the entire, fully integrated agreement among the Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the Settlement of the Litigation.

L. Any notice, request or instruction or other document to be given by any party to this Settlement Agreement to any other party to this Settlement Agreement (other than class notification) shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid as follows:


1. If to Defendants or Defendants' Counsel to: Frank Lavery, Esquire, Lavery Law, 225 Market Street, Suite 304, Harrisburg, PA 17101.

2. If to Class Counsel or Plaintiff to: Joshua Prince, Esquire, Prince Law Offices, P.C., 646 Lenape Road, Bechtelsville, PA 19505.

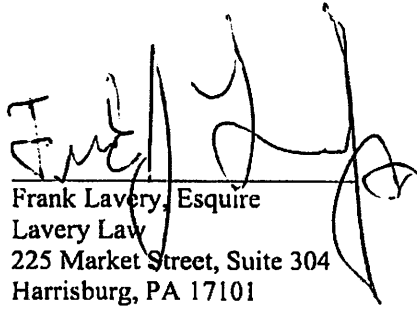
M. Dispute Resolution. The Parties agree that any disputes regarding the terms and conditions of this Settlement Agreement shall be submitted to the Court, who shall decide such dispute.

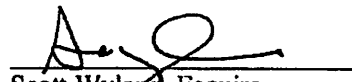
N. The Parties agree to provide PCoRP such information as PCoRP may need to issue all legally required documents in connection with tax reporting obligations, which information PCoRP shall treat confidentially and in the same manner as the Settlement Administrator, as specified in Section IV., B. 5, *supra*.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the date(s) indicated on the lines below.


Joshua Prince, Esquire
Prince Law Offices, P.C.
646 Lenape Rd
Bechtelsville, PA 19505
610-845-3803 (telephone)
610-845-3903 (facsimile)
Joshua@PrinceLaw.com

*On behalf of Plaintiffs
and the Class*


Frank Lavery, Esquire
Lavery Law
225 Market Street, Suite 304
Harrisburg, PA 17101
(717) 233-6633
flavery@laverylaw.com


Scott Wyland, Esquire
Salzmann Hughes, P.C.
1801 Market Street, Suite 300
Camp Hill, PA 17011
swyland@salzmannhughes.com

On behalf of Defendants

Exhibit A
(Complaint)

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**FRANKLIN COUNTY BAR ASSOCIATION
SUITE E
100 LINCOLN WAY EAST
CHAMBERSBURG, PA 17201
1-717-267-2032
1-717-264-1992 (fax)**

AVISO

Le han demandado a usted en el tribunal. Si usted quiere defenderse de las demandas expuestas en las páginas siguientes, usted debe tomar acción en el plazo de veinte (20) días a partir de la fecha en que se le hizo entrega de la demanda y la notificación, al interponer una comparecencia escrita, en persona o por un abogado y registrando por escrito en el tribunal sus defensas o sus objeciones a las demandas en contra de su persona. Se le advierte que si usted no lo hace, el caso puede proceder sin usted y podría dictarse un fallo por el juez en contra suya sin notificación adicional y podría ser por cualquier dinero reclamado en la demanda o por cualquier otro reclamo o agravio en la demanda solicitado por el demandante. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

USTED DEBE LLEVARLE ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O NO PUEDE CORRER CON LOS GASTOS DE UNO, VAYA O LLAME POR TELEFONO A LA OFICINA EXPUESTA ABAJO. ESTA OFICINA PUEDE PROVEERLE INFORMACION RESPECTO A COMO CONTRATAR A UN ABOGADO.

SI NO PUEDE CORRER CON LOS GASTOS PARA CONTRATAR A UN ABOGADO, ESTA OFICINA PUDIERA PROVEERLE INFORMACION RESPECTO A INSTITUCIONES QUE PUEDAN OFRECER SERVICIOS LEGALES A PERSONAS QUE CALIFICAN PARA LA REDUCCION DE HONORARIOS O QUE NO TENGAN QUE PAGAR HONORARIOS.

**FRANKLIN COUNTY BAR ASSOCIATION
SUITE E
100 LINCOLN WAY EAST
CHAMBERSBURG, PA 17201
1-717-267-2032
1-717-264-1992 (fax)**

Joshua Prince, Esq.
Attorney ID: 306521
Prince Law Offices, P.C.
646 Lenape Rd
Bechtelsville, PA 19505
610-845-3803
610-845-3903 (fax)
Joshua@PrinceLaw.com

Attorney for Plaintiffs

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

JOHN DOE 1,	:	Civil Action No. <u>2014-4623</u>
	:	
JOHN DOE 2,	:	
	:	
JOHN DOE 3,	:	
	:	
JANE DOE 1,	:	
	:	
	:	
Plaintiffs,	:	Class Action Complaint – Pursuant
v.	:	to 18 PA.C.S. § 6111, Breach of
	:	Confidentiality / Invasion of Privacy,
FRANKLIN COUNTY,	:	Breach of 18 PA.C.S. § 6109(h) and
	:	Fiduciary Duties, and Conversion
FRANKLIN COUNTY SHERIFF’S	:	
OFFICE,	:	
	:	
FRANKLIN COUNTY SHERIFF	:	
DANE ANTHONY,	:	
	:	
EMPLOYEE JOHN/JANE DOES	:	
	:	
	:	
Defendants	:	

CLASS ACTION COMPLAINT

Plaintiffs, John Doe 1, John Doe 2, John Doe 3, and Jane Doe 1, who will disclose their names and information after this matter is sealed due to the confidential nature of this action, as well as on behalf of themselves and all persons similarly situated who have had their confidential license to carry firearms applicant information disclosed by

Defendants, by and through their attorneys, Joshua Prince and Prince Law Offices, P.C., hereby file this complaint against Franklin County, the Franklin County Sheriff's Office, Franklin County Sheriff Dane Anthony and Employee John/Jane Does for violations of 18 PA.C.S. § 6111, breach of confidentiality and invasion of privacy, based upon the following:

JURISDICTION AND VENUE

1. This action is brought pursuant to 18 Pa.C.S. § 6111(i). Jurisdiction is based upon 2 Pa.C.S. § 752, 18 Pa.C.S. §§ 6109, 6111 and 6114, and 42 Pa.C.S. § 931.

2. Venue is proper pursuant to 42 Pa.C.S. § 931 and Pa.R.C.P. Nos. 1006(a)(1) and 2103(b) because: (1) all currently known Defendants are Franklin County Officials or Franklin County governmental units or departments; (2) the Defendants may be served in Franklin County; (3) the cause of action arose and transactions or occurrences took place out of which the cause of action arose in Franklin County; and (4) the Plaintiffs are or were residents of Franklin County and were harmed there from the disclosure.

PARTIES¹

3. Plaintiff John Doe 1 is an adult and resident of Chambersburg, Franklin County, whose confidential information was disclosed by Defendants in violation of 18 Pa.C.S. § 6111(i).

4. Plaintiff John Doe 2 is an adult and resident of Mercersburg, Franklin County, whose confidential information was disclosed by Defendants in violation of 18 Pa.C.S. § 6111(i).

¹ Plaintiffs will provide their names and further identifying information after this action is sealed so to prevent further disclosure and harm, pursuant to 18 PA.C.S § 6111.

5. Plaintiff John Doe 3 is an adult and resident of Marion, Franklin County, whose confidential information was disclosed by Defendants in violation of 18 Pa.C.S. § 6111(i).

6. Plaintiff Jane Doe 1 is an adult and resident of Chambersburg, Franklin County, whose confidential information was disclosed by Defendants in violation of 18 Pa.C.S. § 6111(i).

7. Defendant Franklin County (hereinafter the "County") is a local government agency of the Commonwealth of Pennsylvania and which owns, operates, manages, directs and controls the Franklin County Sheriff's Office, Franklin County Sheriff Dane Anthony, and the Employee John/Jane Does, all of which are also named as Defendants in this action.

8. Defendant Franklin County Sheriff's Office (hereinafter "Sheriff's Office") is a department of Franklin County, which receives, reviews, processes and makes determination on Pennsylvania License to Carry Firearms ("LTCF") applications and renewals, pursuant to 18 Pa.C.S. § 6109.

9. Defendant Franklin County Sheriff Dane Anthony (hereinafter "Sheriff Anthony") is an adult individual whom is the Sheriff of Franklin County and is thereby employed by and an agent of the County of Franklin and operates, manages, directs and controls the Franklin County Sheriff's Office.

10. Defendants Employee John/Jane Does (hereinafter "Employee Does") are those employees, of any gender, that were employed by or an agent of any or all of the Defendants previously listed and which were involved in, promoted, condoned, provided, or otherwise made accessible confidential LTCF information to the public.

THE PENNSYLVANIA UNIFORM FIREARMS ACT

11. The Pennsylvania Uniform Firearms Act (hereinafter "UFA") is set forth at 18 Pa.C.S. §§ 6101, et seq.
12. Pursuant to Section 6109 of the UFA, an individual who is 21 year of age and a resident of the Commonwealth is to make application for his/her LTCF "with the sheriff of the county in which he resides or, if a resident of a city of the first class, with the chief of police of that city."
13. As there is no city of the first class in Franklin County, all residents of Franklin County must apply with the Franklin County Sheriff's Office and Sheriff Anthony.
14. Section 6111(i) of the UFA provides:

Confidentiality.--All information provided by the ... applicant, including, but not limited to, the ... applicant's name or identity, furnished by ... any applicant for a license to carry a firearm as provided by section 6109 shall be confidential and not subject to public disclosure. In addition to any other sanction or penalty imposed by this chapter, any person, licensed dealer, State or local governmental agency or department that violates this subsection shall be liable in civil damages in the amount of \$1,000 per occurrence or three times the actual damages incurred as a result of the violation, whichever is greater, as well as reasonable attorney fees.
15. Pursuant to Section 6109(h)(1), of the \$19.00 fee that an applicant must submit for an LTCF, there is a "renewal notice processing fee of \$1.50" and administrative fee of \$5 for the Sheriff Fee Act.
16. Pursuant to Section 6109(f)(2), "[a]t least 60 days prior to the expiration of each license, the issuing sheriff shall send to the licensee an application for renewal of license."

17. Pursuant to Section 6109(f)(1), an LTCF is valid, unless revoked, for a period of five (5) years.

FACTS

18. Since prior to January 1, 2009, Defendants have issued and mailed postcards through the US Postal Service, without utilizing envelopes, stating the LTCF applicant's name, address and "Pistol Permit – Your PERMIT has been approved and may be picked up Monday thru Friday between the Hours of 8:30 AM and 4:00PM. It is not necessary to respond within 5 days." A redacted copy of the postcard utilized by Defendants is attached hereto and incorporated herein as Exhibit A.

19. It is also believed and therefore averred that since prior to January 1, 2009, any denials of LTCF applications or revocations of LTCF licenses, pursuant to Section 6109, were issued and mailed by Defendants utilizing postcards through the US Postal Service, without utilizing envelopes, stating the LTCF applicant's name, address and that the applicant's application was denied or that the license holder's license was being revoked.

20. Since prior to January 1, 2009, although Section 6109(h) provides for \$1.50 for purposes of sending a renewal notice to the LTCF holder, Defendants have failed to issue renewal notices or refund the \$1.50 to some LTCF holders.

21. Since prior to January 1, 2009, if Defendants have issued renewal notices to some LTCF holders, Defendants have issued and mailed renewal postcards through the US Postal Service, without utilizing envelopes, stating the LTCF holder's name, address and "Pistol Permit – Our Records indicate that your Permit to Carry a Firearm will soon expire. You may pick up an application for renewal at our Office – Please allow 30 days

for online processing. Application is available online at www.co.franklin.pa.us. If already renewed, please disregard.”

22. The postcards issued by Defendants were visible by all individuals processing, mailing and serving the mail, as well as, by any individual receiving the postcard at the address, who may or may not be the applicant or license holder.

23. Although Sheriff Anthony was previously informed about the unlawful disclosure of confidential LTCF applicant information through the use of the postcards by John Doe 2, Defendants have failed to take any corrective action.

24. The LTCF Application form utilized by Defendants is available on the Sheriff's Office website [http://www.franklincountypa.gov/SiteCollectionDocuments/Sheriff/Carry Gun Permit Application.pdf](http://www.franklincountypa.gov/SiteCollectionDocuments/Sheriff/Carry_Gun_Permit_Application.pdf) and declares on page 3 “**PRIVACY ACT NOTICE...All information supplied, including your social security number, is confidential and not subject to public disclosure.**” (Emphasis in original). A copy of the LTCF Application utilized by Defendants it attached hereto and incorporated herein as Exhibit B.

25. The Pennsylvania State Police's 2009 Firearms Annual Report reflects that the Franklin County Sheriff's Office issued 1,817 LTCFs. *See*, [http://www.psp.pa.gov/firearms-information/Firearms%20Annual%20report/Pennsylvania State Police 2009 Firearms Annual Report.pdf](http://www.psp.pa.gov/firearms-information/Firearms%20Annual%20report/Pennsylvania_State_Police_2009_Firearms_Annual_Report.pdf).

26. The Pennsylvania State Police's 2010 Firearms Annual Report reflects that the Franklin County Sheriff's Office issued 1,580 LTCFs. *See*, <http://www.psp.pa.gov/firearms->

information/Firearms%20Annual%20report/Pennsylvania State Police 2010 Firearms Annual Report.pdf.

27. The Pennsylvania State Police's 2011 Firearms Annual Report reflects that the Franklin County Sheriff's Office issued 2,237 LTCFs. *See,*

[information/Firearms%20Annual%20report/Pennsylvania State Police 2011 Firearms Annual Report.pdf.](http://www.psp.pa.gov/firearms-</u></p></div><div data-bbox=)

28. The Pennsylvania State Police's 2012 Firearms Annual Report reflects that the Franklin County Sheriff's Office issued 3,111 LTCFs. *See,*

[information/Firearms%20Annual%20report/Pennsylvania State Police 2012 Firearms Annual Report.pdf.](http://www.psp.pa.gov/firearms-</u></p></div><div data-bbox=)

29. The Pennsylvania State Police's 2013 Firearms Annual Report reflects that the Franklin County Sheriff's Office issued 3,413 LTCFs. *See,*

[information/Firearms%20Annual%20report/Pennsylvania State Police 2013 Firearms Annual Report.pdf.](http://www.psp.pa.gov/firearms-</u></p></div><div data-bbox=)

30. The Pennsylvania State Police's 2014 Firearms Annual Report has not yet been released; however, from 2009 through 2013, Franklin County Sheriff's Office issued 12,158 LTCFs.

Facts Relating to John Doe 1²

31. John Doe 1 was at least twenty-one years of age and a resident of Franklin County at the time he submitted a renewal LTCF application to the Sheriff's Office.

32. John Doe 1 never received a renewal notice from Defendants.

33. John Doe 1 applied for renewal of his LTCF at the Sheriff's Office, using the LTCF Application he was provided by the Sheriff's Office.

34. On or about May 17, 2014, John Doe 1 received a postcard from Defendants announcing that his LTCF renewal had been approved.

35. John Doe 1's confidential LTCF information relating to his LTCF renewal application, including his name, address, and that his renewal application for an LTCF was approved, was disclosed publicly by Defendants in processing, mailing and having served the approval postcard.

36. The fee paid by John Doe 1 in relation to his prior application, included the requisite \$1.50 for the renewal notice; yet, he neither received a renewal notice nor a refund of the \$1.50.

Facts Relating to John Doe 2³

37. John Doe 2 was at least twenty-one years of age and a resident of Franklin County at the time he submitted an LTCF application to the Sheriff's Office.

38. In or about July of 2013, John Doe 2 applied for an LTCF at the Sheriff's Office, using the most recent version of the LTCF Application.

² Plaintiff will provide his name and further identifying information after this action is sealed so to prevent further disclosure and harm, pursuant to 18 PA.C.S § 6111.

³ Plaintiff will provide his name and further identifying information after this action is sealed so to prevent further disclosure and harm, pursuant to 18 PA.C.S § 6111.

39. Approximately two weeks later, John Doe 2 received a postcard from Defendants announcing that his LTCF had been approved.

40. John Doe 2's confidential LTCF information relating to his LTCF application, including his name, address, and that his application for an LTCF was approved, was disclosed publicly by Defendants in processing, mailing and having served the approval postcard.

Facts Relating to John Doe 3⁴

41. John Doe 3 was at least twenty-one years of age and a resident of Franklin County at the time he submitted a renewal LTCF application to the Sheriff's Office.

42. In 2012, John Doe 3 received a renewal notice from Defendants stating that his LTCF would soon expire and that he had to file for renewal.

43. John Doe 3 applied for renewal of his LTCF at the Sheriff's Office, using the LTCF Application he was provided by the Sheriff's Office.

44. Several weeks later, John Doe 3 received a postcard from Defendants announcing that his LTCF renewal had been approved.

45. John Doe 3's confidential LTCF information relating to his LTCF renewal application, including his name, address, and that his renewal application for an LTCF was approved, was disclosed publicly by Defendants in processing, mailing and having served the renewal notice postcard.

46. John Doe 3's confidential LTCF information relating to his LTCF application, including his name, address, and that his application for an LTCF was

⁴ Plaintiff will provide his name and further identifying information after this action is sealed so to prevent further disclosure and harm, pursuant to 18 PA.C.S § 6111.

approved, was disclosed publicly by Defendants in processing, mailing and having served the approval postcard.

Facts Relating to Jane Doe 1⁵

47. Jane Doe 1 was at least twenty-one years of age and a resident of Franklin County at the time she submitted a renewal LTCF application to the Sheriff's Office.

48. Jane Doe 1 never received a renewal notice from Defendants.

49. Jane Doe 1 applied for renewal of her LTCF at Sheriff Offices, using the LTCF Application she was provided by the Sheriff's Office.

50. On or about May 17, 2014, Jane Doe 1 received a postcard from Defendants announcing that her LTCF renewal had been approved.

51. Jane Doe 1's confidential LTCF information relating to her LTCF application, including her name, address, and that her application for an LTCF was approved, was disclosed publicly by Defendants in processing, mailing and having served the approval postcard.

52. The fee paid by Jane Doe 1 in relation to her prior application, included the requisite \$1.50 for the renewal notice; yet, she neither received a renewal notice nor a refund of the \$1.50.

CLASS ACTION ALLEGATIONS

53. The foregoing paragraphs are incorporated herein as if set forth in full.

54. Plaintiffs bring this action as a Class Action, pursuant to Pa.R.C.P. 1707 and 1708

⁵ Plaintiff will provide his name and further identifying information after this action is sealed so to prevent further disclosure and harm, pursuant to 18 PA.C.S § 6111.

55. All Plaintiffs are at least 21 years of age and are or were at the time residents of Franklin County.

56. All Plaintiffs have applied for an LTCF through the Sheriff's Office and have either been granted, denied or had their LTCF revoked by Defendants County, Sheriff's Office and Sheriff Anthony.

57. Defendants disclosed all Plaintiffs' information through the use of postcards, which were mailed through the US Postal Service, without utilizing envelopes.

58. This Class Action consists of all similarly situated individuals that have applied for their LTCF in Franklin County and have:

- a. Had their names, addresses or other confidential information disclosed on approval postcards;
- b. Had their names, addresses or other confidential information disclosed on denial postcards;
- c. Had their names, addresses or other confidential information disclosed on revocation postcards;
- d. Had their names, addresses or other confidential information disclosed on renewal postcards; and/or
- e. Neither received a renewal postcard nor a refund of their \$1.50 renewal notice fee.

59. The Class is so numerous, believing to be comprised of more than 12,000 individuals that joinder of all members is impractical.

60. There exist questions of law and fact common to the Class, namely disclosure of confidential LTCF application information by Defendants in violation of 18 Pa.C.S. § 6111(i).

61. To Plaintiffs' knowledge, no other actions have yet been filed relating to Defendants' disclosure.

62. Plaintiffs' claims are typical of the claims of the Class that they represent as Plaintiffs' confidential information was disclosed by Defendants to the public through the issuance of postcards without utilizing envelopes.

63. Plaintiffs possess the same interest and have suffered the same injury as the other class members.

64. Plaintiffs will fairly and adequately protect interests of the proposed Class, as their claims are in alignment with those of other Class members.

65. Each person in this Class has had their confidential LTCF application information disclosed by Defendants.

66. The complexity of this action, including discovery and the need to limit disclosure of the confidential applicant information to the extent possible, in combination with the expense of litigating the separate claims of individual Class members, which could result in a thousand or more complaints, warrant a class being certified.

67. Defendants have violated statutorily protected rights of all Class members and final injunctive and declaratory relief, in addition to statutory damages and an award of attorneys' fees and expenses, are appropriate with regard to the class as a whole.

68. Pursuant to 18 Pa.C.S. § 6111(i), each member of the Class is entitled to statutory damages of \$1,000, per discloser, per disclosure, plus attorneys' fees and expenses.

COUNT I – VIOLATION OF 18 PA.C.S. § 6111(i)
AGAINST COUNTY

69. The foregoing paragraphs are incorporated herein as if set forth in full.

70. Defendant County is a local governmental agency.

71. The County disclosed confidential LTCF application information, including names, addresses, and other confidential information as explained herein above and below, in violation of 18 Pa.C.S. § 6111(i).

72. The County hired, employed, contracted with, or otherwise entered into an agency relationship with Defendants Sheriff's Office, Sheriff Anthony and Employee Does to process, mail and serve approval, denial, revocation and renewal postcards, which disclosed confidential LTCF information.

73. The County condoned, ratified, promoted, encouraged, tolerated, instituted and directed the disclosure of confidential LTCF application information to the public, employees of the County and Sheriff's Office not authorized under the UFA, US Postal Service employees and other third parties that reside at the same address and utilize the same mailbox as the LTCF applicant, all in violation of 18 Pa.C.S. § 6111(i).

COUNT II – VIOLATION OF 18 PA.C.S. § 6111(i)
AGAINST SHERIFF'S OFFICE

74. The foregoing paragraphs are incorporated herein as if set forth in full.

75. Defendant Sheriff's Office is a department of Defendant County and a local governmental agency.

76. Defendant Sheriff's Office hired, employed, contracted with, or otherwise entered into an agency relationship with some, if not all, of Employee Does to process, mail and serve approval, denial, revocation and renewal postcards, which disclosed confidential LTCF information.

77. The Sheriff's Office condoned, ratified, promoted, encouraged, tolerated, instituted and directed the disclosure of confidential LTCF application information to the public, employees of the County and Sheriff's Office not authorized under the UFA, US Postal Service employees and other third parties that reside at the same address and utilize the same mailbox as the LTCF applicant, all in violation of 18 Pa.C.S. § 6111(i).

COUNT III – VIOLATION OF 18 PA.C.S. § 6111(i)
AGAINST SHERIFF ANTHONY

78. The foregoing paragraphs are incorporated herein as if set forth in full.

79. Defendant Sheriff Anthony is both an individual and by way of his position, a local governmental agency.

80. Sheriff Anthony controls, operates, manages and directs Defendant Sheriff's Office and some, if not all, of Employee Does.

81. Sheriff Anthony hired, employed, contracted with, or otherwise entered into an agency relationship with some, if not all, of Employee Does to process, mail and serve approval, denial, revocation and renewal postcards, which disclosed confidential LTCF information.

82. Sheriff Anthony condoned, ratified, promoted, encouraged, tolerated, instituted and directed the disclosure of confidential LTCF application information to the public, employees of the County and Sheriff's Office not authorized under the UFA, US

Postal Service employees and other third parties that reside at the same address and utilize the same mailbox as the LTCF applicant, all in violation of 18 Pa.C.S. § 6111(i).

COUNT IV – VIOLATION OF 18 PA.C.S. § 6111(i)
AGAINST EMPLOYEE DOES

83. The foregoing paragraphs are incorporated herein as if set forth in full.

84. Defendants Employee Does are those employees, of any gender, that were employed by or an agent of any or all of the Defendants and which were involved in, promoted, condoned, provided, or otherwise made accessible confidential LTCF application information to the public, employees of the County and Sheriff's Office not authorized under the UFA, US Postal Service employees and other third parties that reside at the same address and utilize the same mailbox as the LTCF applicant, all in violation of 18 Pa.C.S. § 6111(i).

COUNT V – BREACH OF CONFIDENTIALITY / INVASION OF PRIVACY
AGAINST ALL DEFENDANTS

85. The foregoing paragraphs are incorporated herein as if set forth in full.

86. All Defendants through their individual actions and through their officers, agents, employees, and representatives acting within the scope of their employment and authority, without any of the Plaintiffs' consent, violated Plaintiffs' right to privacy and invaded their seclusion, solitude, and private affairs by, but not limited to, publicly disclosing confidential information of Plaintiffs by processing, mailing and having served approval, denial, revocation and renewal postcards; thereby, revealing the confidential information to persons, throughout Pennsylvania, who were not privileged to it;

87. While 18 Pa.C.S. § 6111(i) makes it unlawful to disclose confidential LTCF applicant information, there is an additional right of privacy contemplated in this

instance as the substance of the matter involves the Right to Keep and Bear Arms and a need to prevent those with a criminal mindset or tendencies from acquiring information on the names and address of individuals that own and possess firearms and ammunition.

88. The disclosure of confidential information is highly offensive to a reasonable person and is not of legitimate concern to the public.

89. The publication and dissemination of LTCF applicant information has a chilling effect upon the Right to Keep and Bear Arms and individual applications for LTCFs.

90. As a result of all Defendants' conduct and actions, all Plaintiffs' reputations have been adversely affected by the defamatory and unlawful disclosures.

**COUNT VI – BREACH OF 18 PA.C.S. § 6109(h) AND FIDUCIARY DUTIES
AGAINST DEFENDANTS COUNTY, SHERIFF'S OFFICE AND
SHERIFF ANTHONY**

91. The foregoing paragraphs are incorporated herein as if set forth in full.

92. Defendants County, Sheriff's Office and Sheriff Anthony failed, pursuant to 18 Pa.C.S. § 6109(h)(1)(i), to issue renewal notices to some, or all, of Plaintiffs.

93. Defendants County, Sheriff's Office and Sheriff Anthony failed to refund to Plaintiffs the sum of \$1.50, when Defendants County, Sheriff's Office and Sheriff Anthony failed to issue renewal notices.

94. Defendants County, Sheriff's Office and Sheriff Anthony owed a fiduciary duty to Plaintiffs to either utilize the \$1.50 in the issuance of renewal notices or to refund the money to Plaintiffs.

COUNT VII – CONVERSION
AGAINST DEFENDANTS COUNTY, SHERIFF’S OFFICE AND
SHERIFF ANTHONY

95. The foregoing paragraphs are incorporated herein as if set forth in full.

96. Defendants County, Sheriff’s Office and Sheriff Anthony failed, pursuant to 18 Pa.C.S. § 6109(h)(1)(i), to issue renewal notices to some, or all, of Plaintiffs.

97. Defendants County, Sheriff’s Office and Sheriff Anthony failed to refund to Plaintiffs the sum of \$1.50, when Defendants County, Sheriff’s Office and Sheriff Anthony failed to issue renewal notices.

98. Defendants County, Sheriff’s Office and Sheriff Anthony, without Plaintiffs’ consent, utilized some, or all, of the renewal notice fee of \$1.50 for purposes not permitted by the UFA and not on behalf of or for the benefit of Plaintiffs.

COUNT VII – DECLARATORY AND INJUNCTIVE RELIEF
AGAINST ALL DEFENDANTS

99. The foregoing paragraphs are incorporated herein as if set forth in full.

100. As all Defendants conspired or otherwise acted in concert to make the confidential LTCF application information available to those who were not authorized under the UFA and to the public, and they have failed to take corrective action even after being informed of public disclosure, Plaintiffs will be irreparably harmed if such conduct is not enjoined.

101. Plaintiffs, therefore, seek an injunction prohibiting Defendants and their employees from disseminating any confidential LTCF application information in violation of 18 Pa.C.S. § 6111(i).

102. Defendants County, Sheriff’s Office and Sheriff Anthony have failed to train their employees on the confidential nature of LTCF application information, which

has resulted in harm to the Plaintiffs. Therefore, Plaintiffs seek an injunction requiring Defendants to properly train their employees regarding the confidentiality of LTCF application information under 18 Pa.C.S. § 6111(i).

103. Defendants County, Sheriff's Office and Sheriff Anthony have failed to utilize the \$1.50 renewal notification fee for purposes of sending out renewal notices, which has resulted in harm to the Plaintiffs. Therefore, Plaintiffs seek an injunction requiring Defendants to properly utilize the \$1.50 for purposes of issuing renewal notifications pursuant to 18 Pa.C.S. § 6111(f)(2).

104. Defendants County, Sheriff's Office and Sheriff Anthony have also instituted a of policy and practice of requiring LTCF applicants to provide references on the LTCF Application and contacting those references in violation of the UFA. Plaintiffs, therefore, seek a declaration that the policy and practice violates the UFA and seek an injunction prohibiting the Defendants from enforcing the policy and practice.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all persons similarly situated, respectfully request that this Honorable Court:

1. Issue an Order certifying the above-stated Class, pursuant to Pa.R.C.P. 1707 and 1708;
2. Enter a declaratory judgment in favor of Plaintiffs and against Defendants that Defendants disclosed confidential LTCF application information to those not who are not authorized under the UFA and to the public in violation of 18 Pa.C.S. § 6111(i);
3. Enter a permanent injunction prohibiting Defendants, their successors, and their employees, from disclosing confidential LTCF application information to those who

do not require access, are not entitled to access, or to the public, through any means, including through postcards;

4. Enter a declaratory judgment in favor of Plaintiffs and against Defendants that Defendants breached their fiduciary duty by not utilizing the \$1.50 renewal notice fee for purposes of sending out renewal notices;

5. Enter a permanent injunction requiring Defendants, their successors, and their employees, to utilize the \$1.50 renewal notice fee for purposes of sending out renewal notices;

6. Enter a declaratory judgment in favor of Plaintiffs that Defendants' policy and practice of requiring references on the LTCF Application and contacting those references violates the UFA;

7. Enter a permanent injunction prohibiting Defendants, their successors, and their employees, from of requiring references on the LTCF Application and contacting those references;

8. Award statutory damages of \$1000.00, per Defendant, per disclosure, per Class Member, pursuant to 18 Pa.C.S. § 6111(i);

9. Award damages of \$1.50, per Plaintiff, for each 5 year period, where the Defendants failed to issue renewal notices;


10. Award attorney fees and expenses pursuant to 18 Pa.C.S. § 6111(i);

11. Award costs and interest; and

12. Grant such other relief as may be just and appropriate.

Date: December 16, 2014


Respectfully Submitted,



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610-845-3803 (telephone)
610-845-3903 (facsimile)
Joshua@PrinceLaw.com

VERIFICATION

I, Joshua Prince, Esq., am counsel for Plaintiffs. As this matter involves confidential information pursuant to 18 Pa.C.S. § 6111, their names and other information cannot be disclosed until this action is sealed. I verified all statements verbally with Plaintiffs. I verify that the statements made in this Complaint are true and correct to the best of their knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.



Joshua Prince, Esq.

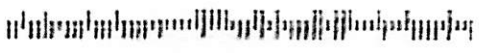
Exhibit A

Franklin County Sheriff
157 Lincoln Way East
Chambersburg, PA 17201-2233

HARRISBURG
PA 171
03 MAY '14
PM 4 L



U.S. POSTAGE PTNEY BOWEN
ZIP 17201 \$ 000.34⁰
02 1W
0001376131 MAY 09 2014



PISTOL PERMIT

Your PERMIT has been approved and may be picked up Monday thru Friday between the Hours of 8:30 AM and 4:00 PM. It is not necessary to respond within 5 days.

Our Records indicate that your Permit to Carry a Firearm will soon expire. You may pick up an application for renewal at our Office - Please allow 30 days for online processing. Application is available online at www.co.franklin.pa.us. If already renewed, please disregard.

PROCESS

We currently have a "Process" naming you as a defendant. This document was issued because of outstanding costs owed to a Franklin County Agency or Office. If unpaid you could be picked up and possibly incarcerated. Please call to make arrangements to resolve this issue.

WARRANT

Our Office has a Warrant for your arrest. Please call as soon as possible for more information.

LEGAL DOCUMENT

Our Office has a Document that lists you as a Defendant or as a Party Of Interest in a Civil matter. It is essential that this paper be served to you. Please call to make arrangements.

Franklin County Sheriff's Office
157 Lincoln Way East
Chambersburg, PA 17201-2233
Telephone# (717) 261-3877

Office Hours: 8:30 to 4:30 Mon. to Fri., closed Sat. & Sun.

Exhibit B

Instructions for Application for License to Carry Firearms

Applicants Must	REQUIREMENTS ...be at least 21 years of age ...Pennsylvania residents must apply in the county that they reside ...pass the P.I.C.S. (Pennsylvania Instant Check System administered by the PA State Police)	
Cost	Deposit at time of application: When the license is approved: Total Costs:	\$ 5.00 <u>\$ 15.00</u> \$ 20.00

This license is good ONLY in the State of Pennsylvania unless another State has signed an agreement with Pennsylvania and is on record with the Attorney General of Pennsylvania.

WARNING

This license can be revoked at any time if you become involved in a Police Incident where the Officer believes that your actions show you to be reckless or careless with a weapon, or if you are charged with a violation of the law which prevented you from originally obtaining a License. The power to revoke this License is vested in the Sheriff who issued it.

Please fill in the form, beginning with your Last Name. Be sure you list your current street address and a post office box, if applicable. Answer all of the questions on the front side of the form and be sure to sign and date your application on the bottom of form. References may not be family members and you must have their complete name, mailing address and phone number.

You must furnish a copy of your entire driver's license. It must be current and match the name and address exactly as you have listed on your application.

Please be specific when requesting the type of license you want, multiple check offs are permitted.

DO NOT check "Employment" unless you have completed the required training under the LETHAL WEAPONS TRAINING ACT, ACT 2, ACT 120 or similar laws dealing with police officers, guards, etc.

You may drop off the application at the office or mail it to the Franklin County Sheriff's Office, 157 Lincoln Way East, Chambersburg, PA 17201. Be sure to include your \$5.00 deposit and a copy of your driver's license. Incomplete applications will be returned.

Make any checks payable: FRANKLIN COUNTY SHERIFF

The Sheriff has 45 days to process your application.
Your information will be checked and you will be notified by mail of the results.

THANK YOU

COUNTY OF FRANKLIN

APPLICATION FOR A PENNSYLVANIA LICENSE TO CARRY FIREARMS

FOR USE BY ISSUING AUTHORITY: PICS Temp. App. No. _____ PICS Perm. App. No. _____ Application Date _____
 License No. _____ Temporary License Approval Date _____ Permanent License Approval Date _____
 Rejection Date _____ Reason for Rejection _____ Signature _____

APPLICANT INFORMATION - TYPE/PRINT IN BLUE OR BLACK INK

1. LAST NAME		2. JR., ETC.	3. FIRST NAME		4. MIDDLE NAME		5. PHOTO ID(DRIVER LICENSE NO.)		6. STATE		
7a. DATE OF BIRTH	7b. PLACE OF BIRTH	8. SOCIAL SECURITY NUMBER <i>(Optional)</i>		9. AGE	10. SEX	11. RACE	12. HEIGHT	13. WEIGHT	14. HAIR COLOR	15. EYE COLOR	
18. STREET ADDRESS					17. CITY		16. STATE	18. ZIP CODE	20. HOME TELEPHONE NO.		
21. EMPLOYER/BUSINESS NAME					22. WORK TELEPHONE NO.			23. OCCUPATION			
24. ADDRESS					25. CITY			26. STATE	27. ZIP CODE		

28. REASON FOR A LICENSE TO CARRY FIREARMS:
 SELF-DEFENSE EMPLOYMENT HUNTING/FISHING TARGET SHOOTING GUN COLLECTING OTHER _____

29. TWO REFERENCES - NOT FAMILY MEMBERS

NAME	ADDRESS	TELEPHONE NO.
NAME	ADDRESS	TELEPHONE NO.

APPLICANTS ARE DETERMINED TO BE ELIGIBLE FOR A LICENSE TO CARRY FIREARMS BASED UPON CRITERIA SET FORTH WITHIN THE PENNSYLVANIA UNIFORM FIREARMS ACT (18 P.A.C.S. CHAPTER 61) § 6103, DEALING WITH INDIVIDUALS NOT TO POSSESS FIREARMS AND § 6109, DEALING WITH THE ISSUANCE OF A LICENSE TO CARRY FIREARMS.

30. DO YOU MEET ANY OF THE FOLLOWING PROHIBITING CRITERIA UNDER 18 P.A.C.S. § 6109(e)(1)? CHECK YES OR NO IN THE BOX BY EACH QUESTION:

A. IS YOUR CHARACTER AND REPUTATION SUCH THAT YOU WOULD BE LIKELY TO ACT IN A MANNER DANGEROUS TO PUBLIC SAFETY? YES NO

B. HAVE YOU EVER BEEN CONVICTED OF AN OFFENSE UNDER THE ACT OF APRIL 14, 1972 (P.L. 233, NO. 64) KNOWN AS THE CONTROLLED SUBSTANCE, DRUG, DEVICE AND COSMETIC ACT (CSDDCA)? (AS PROVIDED IN 18 P.A.C.S. § 6109(e)(1)(i), ANY PENNSYLVANIA DRUG CONVICTION UNDER THE CSDDCA IS PROHIBITING FOR A LICENSE TO CARRY.) YES NO

C. HAVE YOU EVER BEEN CONVICTED OF A CRIME ENUMERATED IN § 6105(b), OR DO ANY OF THE CONDITIONS UNDER § 6105(c) APPLY TO YOU? (READ INFORMATION ON BACK PRIOR TO ANSWERING) YES NO

D. HAVE YOU EVER BEEN ADJUDICATED DELINQUENT FOR A CRIME ENUMERATED IN § 6105 OR FOR AN OFFENSE UNDER THE CONTROLLED SUBSTANCE, DRUG, DEVICE AND COSMETIC ACT? YES NO

E. HAVE YOU EVER BEEN INVOLUNTARILY COMMITTED TO A HOSPITAL/HEALTH CARE FACILITY FOR A MENTAL HEALTH CONDITION OR OTHER TREATMENT, OR ADJUDICATED INCOMPETENT/INCAPACITATED? YES NO

F. ARE YOU AN INDIVIDUAL WHO IS A HABITUAL DRUNKARD, OR WHO IS ADDICTED TO OR AN UNLAWFUL USER OF MARIJUANA OR A STIMULANT, DEPRESSANT, OR NARCOTIC DRUG? YES NO

G. ARE YOU NOW CHARGED WITH, OR HAVE YOU EVER BEEN CONVICTED OF A CRIME PUNISHABLE BY IMPRISONMENT FOR A TERM EXCEEDING ONE YEAR? THIS IS THE MAXIMUM SENTENCE YOU COULD HAVE RECEIVED, NOT THE ACTUAL SENTENCE YOU DID RECEIVE. (IT DOES NOT INCLUDE FEDERAL OR STATE OFFENSES PERTAINING TO ANTITRUST, UNFAIR TRADE PRACTICES, RESTRAINTS OF TRADE, OR REGULATION OF BUSINESS; OR STATE OFFENSES CLASSIFIED AS MISDEMEANORS AND PUNISHABLE BY A TERM OF IMPRISONMENT NOT EXCEEDING TWO YEARS.) YES NO

H. HAVE YOU EVER RECEIVED A DISHONORABLE DISCHARGE FROM THE UNITED STATES ARMED FORCES? YES NO

I. ARE YOU A FUGITIVE FROM JUSTICE? THIS DOES NOT APPLY TO MOVING OR NONMOVING SUMMARY OFFENSES UNDER TITLE 75 (RELATING TO MOTOR VEHICLES). YES NO

J. ARE YOU PROHIBITED FROM POSSESSING OR ACQUIRING A FIREARM UNDER THE STATUTES OF THE UNITED STATES? YES NO

31. ARE YOU A UNITED STATES CITIZEN? IF NO, COUNTRY OF BIRTH _____ COUNTRY OF CITIZENSHIP _____ ALIEN REGISTRATION # OR I-94# _____ YES NO

32. IF YOU ARE A RESIDENT OF ANOTHER STATE, DO YOU POSSESS A CURRENT LICENSE, PERMIT, OR SIMILAR DOCUMENT TO CARRY A FIREARM ISSUED BY THAT STATE? IF YES, ATTACH A PHOTOCOPY OF THE DOCUMENT TO THIS FORM. YES NO

33. I have never been convicted of a crime that prohibits me from possessing or acquiring a firearm under Federal or State law. I am of sound mind and have never been committed to a mental institution or mental health care facility. I hereby certify that the statements contained herein are true and correct to the best of my knowledge and belief. I understand that if I knowingly make any false statements herein, I am subject to penalties prescribed by law. I authorize the sheriff, or his designee, or, in the case of first class cities, the chief or head of the police department, or his designee, to inspect only those records or documents relevant to information required for this application. If I am issued a license and knowingly become ineligible to legally possess or acquire firearms, I will promptly notify the sheriff of the county in which I reside or, if I reside in a city of the first class, the chief of police of that city. This certification is made subject to both the penalties of § 4904 of the Crimes Code, 18 Pa.C.S., relating to unsworn falsifications to authorities and the Uniform Firearms Act.

SIGNATURE - APPLICANT _____ DATE OF APPLICATION _____

Section 6105(a):

Effective November 22, 1995, 18 Pa.C.S. § 6105(a) prohibits persons convicted of any of the following offenses under 18 Pa.C.S. from possessing, using, controlling, transferring, manufacturing, or obtaining a license to possess, use, control, transfer, or manufacture a firearm in the Commonwealth of Pennsylvania. A conviction includes a finding of guilty or the entering of a plea of guilty or nolo contendere, whether or not judgment has been imposed, as determined by the law of the jurisdiction in which the prosecution was held. The term does not include a conviction which has been expunged or overturned or for which an individual has been pardoned unless the pardon expressly provides that the individual may not possess or transport firearms.

Section 6105(b)

§ 908 Prohibited offensive weapons
§ 911 Corrupt organizations
§ 912 Possession of weapon on school property
§ 2502 Murder
§ 2503 Voluntary manslaughter
§ 2504 Involuntary manslaughter, if the offense is based on the reckless use of a firearm
§ 2702 Aggravated assault
§ 2703 Assault by prisoner
§ 2704 Assault by life prisoner
§ 2708.1 Stalking
§ 2716 Weapons of mass destruction
§ 2901 Kidnapping
§ 2902 Unlawful restraint
§ 2910 Luring a child into a motor vehicle or structure
§ 3121 Rape
§ 3123 Involuntary deviate sexual intercourse
§ 3125 Aggravated indecent assault
§ 3301 Arson and related offenses
§ 3302 Causing or risking catastrophe
§ 3502 Burglary
§ 3503 Criminal trespass, if the offense is graded a felony of the second degree or higher
§ 3701 Robbery
§ 3702 Robbery of motor vehicle

§ 3921 Theft by unlawful taking or disposition, upon conviction of the second felony offense
§ 3923 Theft by extortion, when the offense is accompanied by threats of violence
§ 3925 Receiving stolen property, upon conviction of the second felony offense
§ 4908 False reports to law enforcement authorities, if the fictitious report involved the theft of a firearm as provided in 4908(c)(2)
§ 4912 Impersonating a public servant if the person is impersonating a law enforcement officer
§ 4952 Intimidation of witnesses or victims
§ 4953 Retaliation against witness, victim or party
§ 5121 Escape
§ 5122 Weapons or implements for escape
§ 5501(3) Riot
§ 5515 Prohibiting of paramilitary training
§ 5516 Facsimile weapons of mass destruction
§ 6110.1 Possession of firearm by minor
§ 6301 Corruption of minors
§ 6302 Sale or lease of weapons and explosives

Any offense equivalent to any of the above-enumerated offenses under the prior laws of this Commonwealth or any offense equivalent to any of the above-enumerated offenses under the statutes of any other state or of the United States.

Section 6105(c):

Effective November 22, 1995, 18 Pa.C.S. § 6105(c) also prohibits the following persons from possessing, using, controlling, transferring, manufacturing, or obtaining a license to possess, use, control, transfer, or manufacture a firearm in the Commonwealth of Pennsylvania.

ARE YOU A PERSON WHO:

1. is a fugitive from justice; or
2. has been convicted of an offense under the act of April 14, 1972 (P.L. 233, No. 64), known as The Controlled Substance, Drug, Device and Cosmetic Act, or any equivalent Federal statute or equivalent statute of any other state, that may be punishable by a term of imprisonment exceeding two years; or
3. has been convicted of driving under the influence of alcohol or controlled substance as provided in 75 Pa.C.S. § 3802 (relating to driving under influence of alcohol or controlled substance) or the former 75 Pa.C.S. § 3731, on three or more separate occasions within a five-year period. For the purposes of this paragraph only, the prohibition of subsection 6105(a) shall only apply to transfers or purchases of firearms after the third conviction; or
4. has been adjudicated as an incompetent or who has been involuntarily committed to a mental institution for inpatient care and treatment under section 302, 303, or 304 of the provisions of the act of July 9, 1976 (P.L. 817, No. 143), known as the Mental Health Procedures Act; or
5. being an alien, is illegally or unlawfully in the United States; or
6. is the subject of an active protection from abuse order issued pursuant to 23 Pa.C.S. § 6108 (relating to relief), which order provided for the relinquishment of firearms during the period of time the order is in effect. This prohibition shall terminate upon the expiration or vacation of an active protection from abuse order or portion thereof relating to the relinquishment of firearms; or
7. was adjudicated delinquent by a court pursuant to 42 Pa.C.S. § 6341 (relating to adjudication) or under any equivalent Federal statute or statute of any other state as a result of conduct which if committed by an adult would constitute an offense under 18 Pa.C.S. § 2502, 2503, 2702, 2703, 2704, 2901, 3121, 3123, 3301, 3502, 3701, and 3923; or
8. was adjudicated delinquent by a court pursuant to 42 Pa.C.S. § 6341 or under any equivalent Federal statute or statute of any other state as a result of conduct which if committed by an adult would constitute an offense enumerated in 18 Pa.C.S. § 6105(b) with the exception of those crimes set forth in paragraph 7. This prohibition shall terminate 15 years after the last applicable delinquent adjudication or upon the person reaching the age of 30, whichever is earlier.
9. is prohibited from possessing or acquiring a firearm under 18 U.S.C. § 922(g)(9) (relating to unlawful acts) who has been convicted in any court of a misdemeanor crime of domestic violence by a person in any of the following relationships: (i) the current or former spouse, parent or guardian of the victim; (ii) a person with whom the victim shares a child in common; (iii) a person who cohabits with or has cohabited with the victim as a spouse, parent or guardian; or (iv) a person similarly situated to a spouse, parent, or guardian of the victim; then the relationship need not be an element of the offense to meet the requirements of this paragraph.

PRIVACY ACT NOTICE

Solicitation of this information is authorized under Title 18 Pa.C.S. § 6111. Disclosure of your social security number is voluntary. Your social security number, if provided, may be used to verify your identity and prevent misidentification. All information supplied, including your social security number, is confidential and not subject to public disclosure.

Exhibit B
(Motion for Preliminary Approval and
Memorandum of Law)

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Attorney Id. 306521
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Bechtelsville, PA 15950
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Joshua@PrinceLaw.com

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

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

**PLAINTIFFS' UNCONTESTED MOTION FOR PRELIMINARY APPROVAL OF
SETTLEMENT AND NOTICE PROGRAM**

The named Plaintiffs in this action (the “Plaintiffs” or “Representative Plaintiffs”) move, uncontested, for preliminary approval of the settlement between the Parties, and move for approval of the notice program, and in support thereof assert the following:

Background of the Litigation

1. On December 19, 2014, Plaintiffs commenced the instant action by filing a Class Action Complaint, utilizing John/Jane Doe aliases, on behalf of themselves and all persons similarly situated (the “Class”) against Defendants, Franklin County (the “County”), Franklin County Sheriff’s Office (“Sheriff’s Office”), Franklin County Sheriff Dane Anthony (“Sheriff”) and the Employee John/Jane Does (collectively, the “Defendants”).

2. On June 4, 2018, after the first round of appellate review relating to the grant of Defendants’ preliminary objections, this Court overruled Defendants’ preliminary objections and sealed this matter.

3. On July 16, 2018, Defendants file their Answer.

4. On September 23, 2022, after a second round of appellate review relating to the denial of Plaintiffs' motion for class certification, this Court denied Plaintiffs motion to reconsider the statute of limitations and granted Plaintiffs' motion for a class certification but did not define the class, as this Court requested counsel to assist it in more precisely defining the class.

5. On April 11, 2023, after Plaintiffs appealed the statute of limitations decision, the Commonwealth Court directed the Parties to its mediation program, where Commonwealth Court Judge Bonnie Leadbetter, acted as a mediator.

6. During that mediation, the Parties entered into substantial, adversarial settlement negotiations, during which, the Parties discussed their respective positions and Defendants informed Plaintiffs of the issues they intend to raise into the future and on appeal if any judgment is entered on behalf of the Class. Defendants also confirmed that they have, through Pennsylvania Counties Risk Pool, a maximum coverage of \$5,000,000.00, which has been eroded by attorneys' fees incurred over the past 8 and a half years of litigation.

7. After extensive arm's length settlement negotiations involving competent and experienced counsel for the Parties and an extremely qualified appellate court judge mediator, the Parties agreed to the terms set forth in the Settlement Agreement. A true and correct copy of the Settlement Agreement between the Parties, with Exhibits, is attached hereto as Exhibit "1."

8. Consistent with the Settlement Agreement, the Parties agree that for purposes of settlement, the Class be defined as:

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.

9. Utilizing the above defined Class, the certified Class encompasses approximately 9,867 members.

Preliminary Approval of the Settlement – Pa.R.C.P. 1714(a)

10. Under Pennsylvania law, settlements are favored in class action lawsuits. However, a class action may not be settled without a hearing and court approval. Pa.R.C.P. 1714(a). The class action approval process requires two steps, the first of which consists of a preliminary evaluation and, if appropriate, approval of the settlement followed by notice, pursuant to Pa.R.C.P. 1714(c), to the Class members. After notifying the Class members, a final approval hearing (also called a fairness hearing) must be held where arguments for and against the settlement are heard by the Court.

11. To be preliminarily approved, a settlement must fall within a “range of reasonableness” or “range of possible approval.” Based on the analysis provided in Plaintiffs’ Memorandum of Law, including analysis of the seven factors identified as relevant by the Pennsylvania Supreme Court, the proposed settlement as set forth in the Settlement Agreement between the Parties falls both within the “range of reasonableness” and “range of possible approval” and should be preliminarily approved by the Court.

Approval of the Notice Program

12. As explained above, once the Settlement is preliminarily approved, notice of the Settlement must be provided to all Class members, pursuant to Pa.R.C.P. 1714(c).

13. According to the Pennsylvania Superior Court, such notice must present a fair recital of the subject matter and proposed terms of the proposed settlement, although it may consist of a very general description of the proposed settlement, including a summary of the

monetary and other benefits that the class would receive and an estimation of the attorneys' fees and other expenses. The notice must also inform the Class members of an opportunity to be heard regarding the propriety of the proposed settlement. The notice need not provide a complete source of settlement information and it is enough that the notice contains facts sufficient to alert interested persons to the terms of the proposed settlement and also the means by which further inquiry can be made and objection recorded.

14. The Notice Program set forth in the Settlement Agreement between the Parties, and the proposed Class Notices, which have been reviewed and approved by counsel for all Parties, and a true and correct copy of which is attached to the Settlement Agreement as Exhibit "D," meet the foregoing requirements since they describe the Settlement in relatively simple terms, explain how to opt out or object to the Settlement, and provide the deadline to do so, inform the Class members of the date and purpose of the Final Approval hearing and the amount of proposed attorneys' fees and expenses, and explain the ways in which additional information about the Settlement can be obtained, such as through the Settlement Website.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiffs respectfully request that this Honorable Court issue the attached proposed Preliminary Approval Order:

(1) Preliminarily approving the Settlement between the Parties (as set forth in the Settlement Agreement between the Parties) pending notification of the Settlement Class members, the opportunity by Class members to opt out or object to the proposed Settlement, and the Final Approval Hearing; and

(2) Approving the Class Notice and the Notice Program as set forth in the Settlement Agreement between the Parties.

Respectfully Submitted,

Date: June 1, 2023

Joshua Prince, Esq.
Prince Law Offices, P.C.

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Attorney for Plaintiffs

**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. :

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' UNCONTESTED
MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT AND NOTICE
PROGRAM**

I. INTRODUCTION.

Plaintiffs submit this Memorandum of Law in support of their uncontested Motion, pursuant to Rule 1714 of the Pennsylvania Rules of Civil Procedure, for preliminary approval of the Settlement between the Parties and for approval of the Notice Program and Class Notice to be disseminated to the Class members.

Consistent with the Settlement Agreement, the Parties agree that for purposes of settlement, the Class be defined as:

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.

On April 11, 2023, after Plaintiffs appealed this Court's statute of limitations decision of September 23, 2022, the Commonwealth Court directed the Parties to its mediation program, where Commonwealth Court Judge Bonnie Leadbetter, acted as a mediator. During that mediation, the Parties entered into substantial, adversarial settlement negotiations, during which, the Parties discussed their respective positions and Defendants informed Plaintiffs of the issues they intend to raise into the future and on appeal if any judgment is entered on behalf of the Class. Defendants also confirmed that they have, through Pennsylvania Counties Risk Pool, a maximum coverage of \$5,000,000.00, which has been eroded by attorneys' fees incurred over the past 8 and a half years of litigation. After extensive arm's length settlement negotiations involving competent and experienced counsel for the Parties and an extremely qualified appellate court judge mediator, the Parties entered into the Settlement Agreement, which is attached as Exhibit "1" to Plaintiffs' Uncontested Motion for Preliminary Approval of Settlement and Notice Program.

For all the reason specified herein, the proposed Settlement between the Parties should be conditionally approved by the Court pending notification of the members of the Settlement Class through the proposed Notice Program set forth in the Settlement Agreement between the Parties, including mailing of the Class Notices attached as exhibits to the Settlement Agreement, pending the Final Approval Hearing that will occur thereafter.

II. ARGUMENT FOR PRELIMINARY APPROVAL OF THE SETTLEMENT AND FOR APPROVAL OF THE PROPOSED NOTICE PROGRAM.

A. Summary of the Applicable Law and the Process.

Under Pennsylvania law, a class action may not be settled without a hearing and court approval. Rule 1714(a). In *Dauphin Deposit Bank and Trust Co. v. Hess*, 556 Pa. 190, 727 A.2d 1076 (1999), the Pennsylvania Supreme Court noted that "settlements are favored in class action

lawsuits” and held that the following seven factors should be considered when evaluating the propriety of a proposed class action settlement:

- (1) The risks of establishing liability and damages;
- (2) The range of reasonableness of the settlement in light of the best possible recovery;
- (3) The range of reasonableness of the settlement in light of all the attendant risks of litigation;
- (4) The complexity, expense and likely duration of the litigation;
- (5) The state of the proceedings and the amount of discovery completed;
- (6) The recommendations of competent counsel; and
- (7) The reaction of the class to the settlement.

Dauphin Deposit, 556 Pa. at 197, 727 A.2d at 1076 (citing, *Buchanan v. Century Fed. Sav. & Loan Ass’n*, 259 Pa. Super. 37, 393 A.2d 704 (1978)). In considering these factors, there is no exact calculus or formula for the court to use:

In effect the court should conclude that the settlement secures an adequate advantage for the class in return for the surrender of litigation rights. As with valuation problems in general, there will usually be a difference of opinion as to the appropriate value of a settlement. For this reason, judges should analyze a settlement in terms of a “range of reasonableness” and should generally refuse to substitute their business judgment for that of the proponents.

Buchanan, 259 Pa. Super. At 46-47, 393 A.2d at 709. Given these factors, it is clear that the Court may not make a final determination as to the propriety of any settlement plan without waiting to hear and weighing the class members’ positions.

Thus, the class action settlement approval process requires two steps: (1) a preliminary evaluation and, if appropriate, approval of the settlement followed by notice to the class members; and (2) a formal fairness hearing where arguments for and against the settlement are put forth. *Milkman v. Am. Travellers Life Ins. Co.*, 2001 WL 1807376, at *11-12 (Pa. Com. Pl. Philadelphia, Nov. 26, 2001). Hence, to determine if preliminary approval of the settlement

should be granted, the Court must undertake a preliminary examination of the settlement with an eye toward the aforementioned seven factors and, if the settlement falls within the “range of possible approval,” it should be preliminarily approved, after which notice must be provided to the class members advising them of their legal rights, including their right to object or opt out, after which a final fairness hearing must be scheduled. *Id.* at *12.

B. The Proposed Settlement and Application of the Seven Dauphin Deposit Factors.

The proposed Settlement is set forth in detail in Section III of the Settlement Agreement between the Parties, which is attached as Exhibit 1 to Plaintiffs’ Uncontested Motion for Preliminary Approval of Settlement and Notice Program. In sum, Defendants have agreed to pay the total sum of \$3,000,000.00, including attorneys’ fees and expenses. Of that sum, Class Counsel, consistent with his fee agreement with the Representative Plaintiffs and other previously approved class actions (*e.g. John Doe 1, et al. v. Monroe County, et al.*, docket no. 2015-cv-6384 (Pa. Com. Pl. Monroe) – <http://www.MonroeLTCFClassAction.com>; and *A.R., et al. v. City of Philadelphia, et al.*, Docket No. 151201740, (Pa. Com. Pl. Philadelphia) - <http://www.philaltcfclassaction.com/default.aspx>), will seek attorneys’ fees and expenses in the sum of 40% of the Settlement Fund. Each of the Representative Plaintiffs will also receive an incentive payment of \$2,500.00 on top of their settlement payment. The remaining funds will be distributed *pro rata* to the Class members. Class Administration is expected to cost approximately \$60,000. If the foregoing sums are approved by the Court, the Class members should each expect to receive approximately \$175.00. In addition, the Defendants have agreed to certain permanent injunctive relief in the form of certain valuable policy changes that are set forth in Section III(A) of the Settlement Agreement.

1. The Risks of Establishing Liability and Damages.

Although Plaintiffs have successfully established a plausible violation of 18 Pa.C.S. § 6111(i) by sending un-enveloped postcards (which the Defendants contest), this Court has not yet determined if a violation of 18 Pa.C.S. § 6111(i) occurred in relation to each Class Member's LTCF Information and Defendants have informed Plaintiffs of the issues they intend to raise into the future and on appeal if any judgment is entered on behalf of the Class. Defendants also confirmed that they have, through Pennsylvania Counties Risk Pool, a maximum coverage of \$5,000,000.00, which has been eroded by attorneys' fees incurred over the past 8 and a half years of litigation. Thus, even setting aside any issues Defendants would raise at the damages hearing and on appeal and their likelihood of success, even if Plaintiffs are completely successful in relation to any appeal, the amount of coverage to pay the Class will likely be at or below the Settlement Amount, with years of delay in addition to the eight and a half years of litigation thus far.

2. The Range of Reasonableness of the Settlement in Light of the Best Possible Recovery.

Under the circumstances, even if Plaintiffs were successful in in establishing a violation of 18 Pa.C.S. § 6111(i) in relation to the approximately 9,900 Class Members, with each being entitled to a minimum of \$1,000.00 for the disclosure of their confidential LTCF information, as there is less than \$5,000,000 in coverage available (as the coverage has been eroded by the 8.5 years of attorney fees paid to Defense Counsel), this is practically the best possible recovery and in the best interest of the Class members, without any consideration being given to the value of the injunctive relief and policy changes agreed to by the Defendants. In this day and age of "coupon settlements," a settlement for more than 75% of the reasonably available recovery, plus an agreement for injunctive relief and extensive policy changes, is extraordinary.

3. The Range of Reasonableness of the Settlement in Light of All the Attendant Risks of Litigation.

Given the risks of further litigation, which will further erode any coverage, and given the extraordinary settlement reached in this case, the proposed settlement is certainly within the range of reasonableness for the reasons set forth hereinabove.

4. The Complexity, Expense and Likely Duration of the Litigation.

This litigation is novel in nature and the complexities of it have resulted in eight and half years of litigation, thus far. Should this litigation continue through summary judgment and further appeals, during which the coverage would further erode, it would take several more years and cost hundreds of thousands, if not millions, of additional dollars of attorneys' fees, plus the additional attendant expenses, which ultimately would be borne by the Class members.

5. The State of the Proceedings and the Amount of Discovery Completed.

As discussed *supra*, although Plaintiffs have successfully established a plausible violation of 18 Pa.C.S. § 6111(i) by sending un-enveloped postcards (which the Defendants contest), this Court has not yet determined if a violation of 18 Pa.C.S. § 6111(i) occurred in relation to each Class Member's LTCF Information and Defendants have informed Plaintiffs of the issues they intend to raise into the future and on appeal if any judgment is entered on behalf of the Class. Defendants also confirmed that they have, through Pennsylvania Counties Risk Pool, a maximum coverage of \$5,000,000.00, which has been eroded by attorneys' fees incurred over the past 8 and a half years of litigation. Thus, even setting aside any issues Defendants would raise and their likelihood of success, even if Plaintiffs are completely successful in relation to

any appeal, the amount of coverage to pay the Class will likely be at or below the Settlement Amount, with years of delay.

6. The Recommendations of Competent Counsel.

Counsel for the Parties strongly recommend that the Court preliminarily approve the proposed Settlement. The Settlement was reached after extensive arm's length settlement negotiations involving competent and experienced counsel for the Parties and an extremely qualified appellate court judge mediator.

7. The Reaction of the Class to the Settlement.

As the Class has not yet been notified of the Settlement, this factor is not relevant at this preliminarily stage.

* * * *

Based on the foregoing, the proposed Settlement is certainly within the "range of reasonableness" and should be preliminarily approved by the Court so that the Class can be notified of the proposed Settlement and given an opportunity to comment, object or opt out, after which the Court will decide whether to finally approve it. *See, Milkman*, 2001 WL 1807376 at *12 (Preliminarily approving class action settlement where only benefit to class will be purchase more insurance from the Defendant at a discounted rate while the class representative would receive an incentive award of up to \$10,000 and class counsel would receive attorneys' fees of up to \$4.5 million).

C. THE PROPOSED NOTICE PROGRAM SHOULD BE APPROVED.

Pennsylvania courts have addressed the elements required in a notice of settlement in a class action:

Notice in a class suit must present a fair recital of the subject matter and proposed terms and inform the class members of an opportunity to be heard. It may consist of a very general description of the proposed settlement, including a summary of the monetary or other benefits that the class would receive and an estimation of attorneys' fees and other expenses. The notice need not provide a complete source of settlement information, and class members are not expected to rely upon the notices as such It is enough that the notice contain facts sufficient to alert interested persons to the terms of the proposed settlement and also the means by which further inquiry can be made and objection recorded.

Fischer v. Madway, 336 Pa. Super. 289, 293-94, 485 A.2d 809, 811 (1984).

The Class Notice, which has been reviewed and approved by counsel for both Parties, and which is attached to the Settlement Agreement as Exhibit "D", meets these requirements as it describes the Settlement in relatively simple terms, explains how to opt out or object to the Settlement and provides the deadline to do so, informs the Settlement Class members of the date and purpose of the final approval hearing and the amount of proposed attorneys' fees and expenses sought, and sets forth the ways in which additional information about the Settlement can be obtained.

Therefore, the Notice Program and Class Notices should be approved by the Court.

V. THE PROCESS AND PROPOSED DEADLINES.

Once the Court issues its Order for preliminary approval of the Settlement and the Notice Program, the Settlement Administrator will be retained by the Class Counsel. The Parties request that the Settlement Administrator be afforded a period of approximately twenty (20) days from the date the Preliminary Approval Order is issued to prepare and mail out the Class Notice. The

Parties suggest that the Class Members be afforded a period of thirty (30) days from the date the Class Notice is mailed out to object to or opt out of the Settlement. The Class Notice will set forth, *inter alia*, these deadlines, as well as the date for the Final Approval Hearing. The Parties respectfully suggest that the Final Approval Hearing should occur sometime in **late September 2023**. The Parties also suggest that Class Counsel be required to file their Motion for Final Approval of the Settlement and for an Award of Attorneys' Fees and Expenses at least ten (10) days before the date of the Final Approval Hearing. After the Final Approval Hearing, if the Settlement and the request for an award of attorneys' fees and expenses are approved, the Court will issue the Final Approval Order finally approving the Settlement and Class Counsel's request for attorneys' fees and expenses. Unless any timely appeals are filed, the Settlement Administrator will then distribute settlement checks to the Class Members, and the attorneys' fees and expenses award to Class Counsel, thirty-five (35) days thereafter. This will ensure that the Class Members will receive their checks well in advance of the Holiday Season, and, if it becomes necessary, enough time for deadlines and the final approval hearing to be delayed or continued, while still ensuring that the Class Members receive their checks before the Holiday Season, assuming the Court finally approves the Settlement and no appeals are taken.

VI. CONCLUSION

Based upon the foregoing, the proposed Settlement between the parties and the proposed Notice Program should be preliminarily approved by the Court pending the Final Approval Hearing.

Respectfully Submitted,

Date: June 1, 2023

Joshua Prince, Esq.
Attorney ID: 306521

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Bechtelsville, PA 19505
610-845-3803
610-845-3903 (fax)
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Exhibit C
(Preliminary Approval Order)

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

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

**ORDER PRELIMINARILY APPROVING
SETTLEMENT AND APPROVING NOTICE PROGRAM**

AND NOW, this ____ day of _____, 2023, upon consideration of Plaintiff's uncontested Motion for Preliminary Approval of Settlement and Approving Notice Program, the Court hereby makes the following findings:

1. Capitalized terms used in this Order have the meanings assigned to them in the Settlement Agreement.
2. The Parties have entered into a Settlement Agreement intended to resolve the Litigation pending in this Court;
3. The Settlement Agreement, together with supporting materials, sets forth the terms and conditions for a proposed Settlement and ultimate resolution of this Litigation;
4. The Court has before it the Plaintiffs' uncontested Motion for Preliminary Approval of Settlement and Notice Program, together with a Memorandum of Law and the Settlement Agreement with supporting materials; and
5. The Court is satisfied that the terms and conditions set forth in the Settlement Agreement were the result of good faith, arm's length settlement negotiations involving competent and experienced counsel for the Parties and an extremely qualified appellate court

judge mediator.

Based upon the foregoing, it is hereby ORDERED as follows:

1. The Settlement Agreement between the Parties is hereby conditionally approved, subject to further consideration at the Final Approval Hearing. The Court finds that said Settlement is sufficiently within the range of reasonableness and that notice of the proposed Settlement should be given as provided in this Order.

2. Pursuant to the Settlement Agreement, for purposes of settling this matter, the Class is defined as:

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.

3. Pursuant to this Court's Order of September 23, 2022, John Doe 1, John Doe 2, John Doe 3, and Jane Doe 1 are the Representative Plaintiffs.

4. Pursuant to this Court's Order of September 23, 2022, Class Counsel are Joshua Prince, Esquire and Dillon Harris, Esquire of Prince Law Offices, P.C., 646 Lenape Road, Bechtelsville, PA 19505. Any notices to be mailed or provided to Class Counsel, including any Objections to the Settlement by Class members, shall be directed to Joshua Prince, Esquire at his above-stated address.

5. The Court approves the form of Class Notices attached to the Settlement Agreement as Exhibit "D." The Court also approves the Notice Program set forth in Section IV of the Settlement Agreement.

6. In accordance with the terms of the Settlement Agreement, the Plaintiffs shall immediately retain an experienced and capable class action administration company as the Settlement Administrator; whereby, all administrative expenses, including the costs of Settlement administration, website administration and the provision of notice to class members, shall be immediately paid by Defendants from the Settlement Fund to the Settlement Administrator and those administrative expenses shall be deducted from the Settlement Amount/Settlement Fund. The Settlement Administrator is hereby authorized and ordered to take all actions required by the Settlement Agreement and is specifically authorized to receive the confidential LTCF applicant information involved in this Litigation strictly for purposes of carrying out the Settlement administration. The Settlement Administrator shall take all steps necessary to safeguard the confidential LTCF applicant information and preclude disclosure and dissemination of the information, except as required to carry out the Settlement administration.

7. In accordance with the Settlement Agreement, beginning not later than twenty (20) days after the date of this Order (the "Notice Date"), the Settlement Administrator shall cause the Class Notice, substantially in the forms attached to the Settlement Agreement as Exhibit "D", to be disseminated to the Class members in the manner set forth in Section IV of the Settlement Agreement. Such Notice Program shall be completed expeditiously pursuant to the terms of the Settlement Agreement. At least fifteen (15) days prior to the date of the Final Approval Hearing, the Settlement Administrator shall file a sworn statement attesting to compliance with the provisions of this paragraph and shall serve a copy thereof on Class Counsel and Defendants' Counsel.

8. The aforementioned Class Notice is hereby found to be the best practicable means of providing notice under the circumstances and, when completed, shall constitute due and

sufficient notice of the proposed Settlement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement, in full compliance with the notice requirements of Pa.R.C.P. Nos. 1701 *et seq.*, due process, the Constitutions of the United States of America and the Commonwealth of Pennsylvania, Pennsylvania law, and all other applicable laws. The Class Notice is accurate, objective, informative, and provide the members of the Class with all of the information necessary to make an informed decision regarding their participation in the Settlement and its fairness, and their legal rights.

9. A hearing is hereby scheduled to be held before the undersigned in Courtroom ____ of the Franklin County Courthouse, 14 N Main Street, Chambersburg, PA 17201 at _____ A.M. on _____ (the “**Final Approval Hearing**”), to consider the fairness, the reasonableness, and the adequacy of the proposed Settlement, the resolution of this class action with respect to the Released Parties that are Defendants herein, retaining jurisdiction to enforce the terms of this Settlement Agreement and the Policy Changes identified therein, and the entry of a Final Approval Order in this Litigation. Class Counsel’s application for an award of attorneys’ fees and expenses shall also be heard and decided by the Court at the time of the Final Approval Hearing. The date, time, and location of the Final Approval Hearing shall be set forth in the Class Notices and on the Settlement Website.

10. Any member of the Class who wishes to be excluded (“opt out”) from the Class must mail a written Request for Exclusion to the Settlement Administrator at the address set forth in the Class Notices so that it is postmarked by the “Opt Out and Objection Deadline” set forth below. The Request for Exclusion must be timely and must fully comply with the requirements set forth in the Settlement Agreement to be valid. Members of the Class may not exclude themselves by filing Requests for Exclusion as a group or class, but must in each

instance individually and personally execute a Request for Exclusion and timely provide it to the Settlement Administrator. Any member of the Class who does not properly and timely request exclusion from the Class shall be bound by all of the terms and provisions of the Settlement Agreement. All members of the Class who do not personally and timely request to be excluded from the Class are enjoined from proceeding against the Defendants for the claims made in the Complaint.

11. Any person who does not elect to be excluded from the Settlement Class may, but need not, submit comments or objections to the proposed Settlement by the “Opt Out and Objection Deadline” set forth below. Any member of the Class may object to the proposed Settlement, entry of a Final Approval Order approving the Settlement, and Class Counsel’s application for attorneys’ fees and expenses by timely filing and serving a written Objection in the manner set forth below. Any Class Member making the Objection (an “Objector”) to the Settlement must sign the Objection personally. The Objection must state the Objector’s name, address and telephone number, and must state why the Objector objects to the proposed Settlement and must provide the basis for such position, including any relevant supporting documentation. If an Objector intends to appear personally at the Final Approval Hearing, the Objector must include with the Objection a notice of the Objector’s intend to appear at the Final Approval Hearing. An Objector need not appear at the Final Approval Hearing for his/her Objection to be considered by the Court. If counsel is appearing on behalf of more than one member of the Class, counsel must immediately identify each such member of the Class that he/she is representing, and each such member of the Class must have complied with the requirements of this Order. Any Objections shall be filed with the Franklin County Prothonotary by mail or hand delivery at the following address:

Prothonotary of Franklin County
Franklin County Court House
14 N Main Street,
Chambersburg, PA 17201

Objections, along with any notices of intent to appear, must also be mailed to the undersigned,
Class Counsel and counsel for Defendants at the addresses listed below:

JUDGE:

Honorable John Kuhn
Adams County Courthouse
117 Baltimore Street, 4th Floor
Gettysburg, PA 17325

CLASS COUNSEL:

Joshua Prince, Esquire
Prince Law Offices, P.C.
646 Lenape Road
Bechtelsville, PA 19505

DEFENDANTS' COUNSEL:

Frank Lavery, Esquire
Lavery Law
225 Market Street, Suite 304
Harrisburg, PA 17101

Only members of the Class who have filed and served a valid and timely Objection shall be entitled to be heard at the Final Approval Hearing. Any member of the Class who does not timely file an serve an Objection in accordance with the procedure set forth in the Class Notices and mandated in this Order shall be deemed to have waived any such Objection by appeal, collateral attack, or otherwise. Members of the Class need not appear at the Final Approval Hearing or take any other action to indicate their approval of the Settlement.

12. The Opt Out and Objection Deadline shall be set forth in the Class Notices and shall be thirty (30) days from the Notice Date.

13. Any member of the Class who does not elect to be excluded from the Settlement Class may, but need not, enter an appearance through his or her own attorney, who shall immediately notify Class Counsel and Defendants' Counsel of his or her client's name and contact information. Members of the Class who do not enter an appearance through their own

attorneys will be represented by Class Counsel.

14. At least ten (10) days prior to the date of the Final Approval Hearing, Class Counsel shall file a Motion for Final Approval of the Settlement and for an Award of Attorneys' Fee and Expenses ("Motion for Final Approval"), with a Memorandum of Law and a proposed Final Approval Order. Immediately upon filing, Class Counsel shall serve a copy of the Motion for Final Approval upon Defendants' Counsel. Furthermore, immediately upon filing, Class Counsel shall provide a copy of the Motion for Final Approval to the Settlement Administrator, which shall immediately post a copy thereof on the Settlement Website. The date and time of the Final Approval Hearing shall be set forth in the Class Notices, however, the Final Approval Hearing shall be subject to adjournment by the Court. Should the Final Approval Hearing be adjourned by the Court, Class Counsel shall immediately notify the Settlement Administrator, which in turn shall so advise members of the Class through the Settlement Website.

15. Any and all provisions of the Settlement Agreement not otherwise set forth herein are hereby incorporated by reference herein and shall have the full force and effect of an Order of this Court. However, if there is any conflict between the provisions of the Settlement Agreement and the provisions of this Order, the provisions of this Order shall prevail.

BY THE COURT:

The Honorable John D. Kuhn, Senior Judge

Exhibit D
(Class Notice)

LEGAL NOTICE
Court of Common Pleas of Franklin County, Pennsylvania

NOTICE OF PROPOSED SETTLEMENT AND HEARING

You are receiving this notice because you were previously sent an un-enveloped postcard by the Franklin County Sheriff's Office in relation to your license to carry firearms ("LTCF"), also commonly known as a "gun permit" or "carry permit," whereby your confidential information may have been disclosed in violation of Pennsylvania law. Your rights could be affected by a proposed class action settlement.

The Court of Common Pleas of Franklin County, Pennsylvania authorized this notice. It is not a solicitation from a lawyer. You are not being sued. Please do not contact the Court with questions or concerns about this notice or the Settlement.

- This is a proposed settlement of a class action lawsuit alleging that Franklin County, and certain of its employees, agencies and departments, disclosed confidential information under Pennsylvania law and in particular, 18 Pa.C.S. § 6111(i), through the use of un-enveloped postcards. The information disclosed included names, addresses, and other related LTCF Applicant information ("LTCF Information"). The lawsuit also alleges that certain policies and practices of the Defendants are unlawful and should be changed.
- The Court has already certified that you are a Class member; however, the Court has not determined if a violation of 18 Pa.C.S. § 6111(i) occurred in relation to your LTCF Information and if it did, what, if any, amount of recovery you are entitled to. Even if the Court were to determine that you are entitled to a financial recovery, the Defendants have the ability to appeal and challenge that determination. For these reasons, the Representative Plaintiffs and the Defendants have come to a Settlement.
- The Settlement would entitle the Class members to a share of a \$3,000,000.00 Settlement Fund (after payment of an incentive award to the representative Plaintiffs, class administration fees, and attorneys' fees and expenses), in addition to the benefit of certain policy changes by Franklin County to ensure that confidential LTCF applicant information is not disclosed.
- Visit the Settlement Website at www.FranklinLTCFClassAction.com for additional details about the Settlement. You may also get additional information by calling [insert number] or by writing to [insert name and address of Settlement Administrator].
- Your legal rights are affected regardless of whether you act or don't act. **Read this notice carefully.**

○ YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing	If the Settlement is approved by the Court and not overturned on appeal, you will receive a payment under the Settlement, the sum of which will depend on the amount of attorneys' fees and expenses awarded by the Court and the amount of any incentive award for the Representative Plaintiffs.
Exclude Yourself	If you exclude yourself from the Settlement, you will not be bound by the Settlement or judgment and will not be entitled to any payment or benefits as provided for by the Settlement. You will be free to pursue your claims against the Defendants. This is the only option that allows you to bring or be part of any other lawsuit against the Defendants in this case about the same legal claims that are advanced in this case. To validly exclude yourself from the class action and pursue your claims separately, you must do so by [Insert Date].

Object	If you do not exclude yourself, you may file with the Court a document explaining why you do not like the Settlement or the request for legal fees and expenses. To be considered, you must file your written objection with the Court by no later than [Insert date].
Go to a Hearing	You may ask to speak in Court about the fairness of the Settlement or the request for legal fees and expenses.

- o These rights and options – **and the deadlines to exercise them** – are explained in this Notice.
- o The Court in charge of this case still must decide whether to give final approval to the Settlement. Likewise, payments, if applicable, to class members will be distributed *only if* the Court grants final approval of the Settlement and after any appeals are resolved.

I. WHY DID I GET THIS NOTICE PACKAGE?

According to records maintained by the Franklin County Sheriff’s Office and the Pennsylvania State Police, you are a member of a class of people who previously applied to for an LTCF and were mailed an un-enveloped postcard, containing confidential LTCF Information alleged to be in violation of Pennsylvania law.

You were sent this notice because you have the right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement. If the Court approves it, and after any possible objections and appeals are resolved, an administrator appointed by the Court will make, if applicable, the monetary payments that the Settlement allows. You will be informed of the progress of the Settlement. You should understand that the process of Court approval may take several months or longer.

This document explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the Court of Common Pleas of Franklin County, Pennsylvania, the Honorable John Kuhn, of the Court of Common Pleas of Adams County specially presiding. The case is called *John Doe 1, et al. v. Franklin County, et al.*, Docket No. 2014 cv 4623. The name “John Doe 1” is a pseudonym used to protect the identity of the primary Plaintiff. The persons who sue are called the Plaintiffs, and those who are sued are called the Defendants.

II. WHAT IS THIS LAWSUIT ABOUT?

The Plaintiffs – John Doe 1, John Doe 2, John Doe 3, and Jane Doe 1 – in this lawsuit claimed that the Defendants, including Franklin County, disclosed, through the use of un-enveloped postcards between December 19, 2012 and January 29, 2016, the LTCF Information of approximately 9,900 individuals, who applied for or renewed their LTCF and during the process were sent an un-enveloped postcard displaying the individual’s confidential information. The Plaintiffs claimed that under Pennsylvania law and, in particular, 18 Pa.C.S. § 6111(i), such LTCF Information is confidential and cannot legally be disclosed to the public or to those that are not otherwise entitled to access. While the Court has found that the Plaintiffs have pled a plausible violation of 18 Pa.C.S. § 6111(i) by sending un-enveloped postcards (which the Defendants contest), the Court has not determined if a violation of 18 Pa.C.S. § 6111(i) occurred in relation to your LTCF Information and if it did, what, if any, amount of recovery you are entitled to and even if the Court determines that you are entitled to a financial recovery, the Defendants have the ability to appeal and challenge that determination.

III. WHAT DOES 18 Pa.C.S. § 6111(i) STATE?

The specific law under which the Plaintiffs sued can be found in Title 18, Section 6111(i) of the Pennsylvania Statutes and states:

Confidentiality.--All information provided by the potential purchaser, transferee or applicant, including, but not limited to, the potential purchaser, transferee or applicant's name or identity, furnished by a potential purchaser or transferee under this section or any applicant for a license to carry a firearm as provided by section 6109 shall be confidential and not subject to public disclosure. In addition to any other sanction or penalty imposed by this chapter, any person, licensed dealer, State or local governmental agency or department that violates this subsection shall be liable in civil damages in the amount of \$1,000 per occurrence or three times the actual damages incurred as a result of the violation, whichever is greater, as well as reasonable attorney fees.

IV. WHY IS THIS A CLASS ACTION?

In a class action, one or more people, called the Representative Plaintiffs (also known as “class representatives”), sue on behalf of all people who have similar claims. All of these people are known as a Class, Class Members or Settlement Class Members. A class action resolves the issues for all Class Members, except for those who exclude themselves from the Class. Adams County Court of Common Pleas Judge John Kuhn, specially presiding, is in charge of this lawsuit.

V. WHY IS THERE A SETTLEMENT?

Although the Court found that the Plaintiffs pled a plausible violation of 18 Pa.C.S. § 6111(i) by sending un-enveloped postcards (which the Defendants contest), the Court has not determined if a violation of 18 Pa.C.S. § 6111(i) occurred in relation to your LTCF Information and if it did, what, if any, amount of recovery you are entitled to and even if the Court determines that you are entitled to a financial recovery, the Defendants have the ability to appeal and challenge that determination. As a result, both sides agreed to a Settlement. That way, they both avoid the costs and risks of further litigation, and the people affected will receive both financial compensation and the benefit of policy changes by the Defendants. The Representative Plaintiffs and their attorneys think the Settlement is best for the approximately 9,900 Class members who allegedly had LTCF Information disclosed in alleged violation of Pennsylvania law.

VI. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

If this notice was addressed to you then you are a member of the Class. Every member of the Class fits the following overall description:

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.

VII. DO I NEED TO PROVE THAT MY LTCF INFORMATION WAS DISCLOSED OR THAT I AM A MEMBER OF THE SETTLEMENT CLASS?

No. You do not need to prove that your LTCF Information was disclosed by the Defendants and you do not need to prove that you are a member of the Class. If this notice was addressed to you then you are a member of the Class.

VIII. WHAT DOES THE SETTLEMENT PROVIDE?

Franklin County, on behalf of all of the Defendants, has agreed to pay \$3,000,000 (Three Million Dollars) to resolve this lawsuit. The money will be used to: (1) compensate Class members; (2) pay an incentive award of \$2,500 (Twenty-Five Hundred Dollars) to each of the four Representative Plaintiffs; and (3) pay attorneys' fees and expenses. In addition, the Defendants have agreed to change certain policies and practices, and to take certain actions, including, but not limited to the following:

- o Not send un-enveloped postcards containing LTCF Information.
- o Not require information beyond the Pennsylvania State Police promulgated LTCF application.
- o Provide annual training to those handling confidential LTCF applicant information.

A complete description of the Settlement is set forth in the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting the Settlement website at www.FranklinLTCFClassAction.com or by calling [Insert number].

IX. WHAT CAN I GET FROM THE SETTLEMENT AND WHAT DO I NEED TO DO TO GET IT?

If the Settlement is approved by the Court and not overturned or modified on appeal, each of the approximately 9,900 Class members will receive a payment. The amount to be provided to each member of Class is expected to be approximately \$175 (One Hundred Dollars Seventy-Five Dollars), although the actual amount will depend on the amount of the attorneys' fees and expenses approved by the Court, the amount of the incentive award for the Representative Plaintiff approved by the Court, and the actual size of the Class. You will also benefit from the policy changes, specified above.

You do not need to do anything to receive your payment or to benefit from the policy changes.

X. WHEN WOULD I GET MY PAYMENT, IF APPLICABLE?

The Court will hold a Final Approval Hearing on [Insert Date] to decide whether to approve the Settlement. If Judge Kuhn approves the Settlement, there may be appeals. It is always uncertain whether those appeals can be resolved, and resolving them can take time, perhaps more than a year. If the Settlement is approved by the Court and no appeals are filed, you should receive your payment within a few months of the date that Judge Kuhn approves the Settlement. Everyone will be informed of the progress of the Settlement. Please be patient. You may check the Settlement Website at www.FranklinLTCFClassAction.com from time to time for further information about payment status.

XI. WHAT AM I GIVING UP TO GET A PAYMENT OR STAY IN THE CLASS?

Unless you exclude yourself, you are staying in the Class, and that means you can't sue, continue to sue, or be part of any other lawsuit against the Defendants, its employees, or its elected officials about the legal issues in *this* case. It also means that all the Court's orders will apply to you and legally bind you. If you do not exclude yourself, you will agree to release all claims that you have against the Defendants relating to the disclosure of your LTCF Information in relation to the claims raised in this matter.

XII. HOW CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you do not want a payment from this Settlement, but you want to keep the right to sue or continue to sue the Defendants on your own about the legal issues in this case, then you must take steps to preserve your rights. This is called excluding yourself – or is sometimes referred to as “opting out” of the Settlement Class.

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from *John Doe 1, et al. v. Franklin County, et al.*, Docket No. 2014 cv 4623. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than [Insert Date] to [Insert Address of Settlement Administrator].

You can't exclude yourself by telephone or e-mail. If you ask to be excluded, you will not get any settlement payment, you cannot object to the Settlement, but you will not be legally bound by anything that happens in this lawsuit and you may be able to sue or continue to sue the Defendants in the future.

XIII. IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE DEFENDANTS FOR THE SAME THING LATER?

No. If you do not exclude yourself, you will give up the right to sue the Defendants for the claims that this Settlement involves, including the disclosure of your LTCF Information through the use of un-enveloped postcards. If you have a pending lawsuit regarding the disclosure of your LTCF Information by any of the Defendants, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* class action to commence or continue your own lawsuit. Remember, the exclusion deadline is [Insert Date].

XIV. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THE SETTLEMENT?

No. If you exclude yourself, you will not receive any money from the settlement, but you may sue, continue to sue, or be part of a different lawsuit against the Defendants.

XV. DO I HAVE A LAWYER IN THIS CASE?

The Court approved Joshua Prince, Esquire and Dillon Harris, Esquire of Prince Law Offices, P.C. to represent you and the other Class members, as what is called "Class Counsel." You will not be individually charged for Class Counsel's representation, as the Court will award attorneys' fees and costs from the Settlement Fund, as discussed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

XVI. HOW WILL THE LAWYERS AND THE REPRESENTATIVE PLAINTIFFS BE PAID?

Class Counsel will ask the Court for attorneys' fees and expenses as a percentage of the \$3,000,000.00 (Three Million Dollar) Settlement and will ask the Court to award an additional incentive payment of \$2,500.00 (Twenty-Five Hundred Dollars) for each of the four Representative Plaintiffs. The Settlement Agreement provides that forty percent (40%) of the Settlement Fund will be paid to Class Counsel as an award of attorneys' fees and expenses. These amounts will be deducted from the Settlement Fund before payments are made to Class members.

XVII. HOW DO I OBJECT TO THE SETTLEMENT IF I DO NOT AGREE WITH IT?

If you are a Class Member, you can object to the Settlement if you don't like any part of it. You can give objections why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter (with sufficient postage) saying that you object to the proposed Settlement in *John Doe I, et al. v. Franklin County, et al.*, Docket No. 2014 cv 4623. Be sure to include your name, address, telephone number, your signature, the case number (2014 cv 4623), and the reasons why you object to this Settlement. Mail the objection to these *four different places* (with sufficient postage) so that it is **received** by each no later than [Insert Date]:

COURT:

Prothonotary of Franklin County
Franklin County Courthouse
14 N Main Street,
Chambersburg, PA 17201

CLASS COUNSEL:

Joshua Prince, Esquire
Prince Law Offices, P.C.
646 Lenape Road
Bechtelsville, PA 19505

JUDGE:

Honorable John Kuhn
Adams County Courthouse
117 Baltimore Street, 4th Floor
Gettysburg, PA 17325

DEFENDANTS' COUNSEL

Frank Lavery, Esquire
Lavery Law
225 Market Street, Suite 304
Harrisburg, PA 17101

XVIII. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be a part of the Class. If you exclude yourself, you have no basis to object because the case no longer legally affects you.

XIX. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to do so.

On [Insert Date] Judge Kuhn will hold the Final Approval Hearing in Courtroom ___ of the Franklin County Courthouse, 14 N Main Street, Chambersburg, PA 17201 to determine whether the proposed Settlement is fair, adequate, and reasonable. The Court will listen to Class Counsel, Defendants' Counsel, and to the members of the Class (or their counsel) who have timely and properly asked to speak at the Final Approval Hearing. The Court will also decide the amount of attorneys' fees and expenses to pay to Class Counsel. If the Final Approval Hearing is rescheduled by the Court the new date will be posted on the Settlement Website at www.FranklinLTCFClassAction.com. We do not know how long it will take the Court to make its decision.

XX. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer any questions that Judge Kuhn may have. However, you are welcome to come at your own expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

XXI. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must appear at the Final Approval Hearing on [Insert Date]. At the appropriate time, Judge Kuhn will ask if anyone would like to speak at the hearing, at which time you should raise your hand. At the Court's discretion, the Court may provide you with a limited time to speak. You cannot speak at the Final Approval Hearing if you excluded yourself.

XXII. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will eventually receive a check in an amount that is dependent upon the amount of the incentive award provided to the Representative Plaintiff and the amount of attorneys' fees and expenses approved by the Court, unless the Settlement is ultimately not approved by the Court or is overturned on appeal. The amount that you may receive from the Settlement is described above.

XXIII. WHAT SHOULD I DO IF I HAVE QUESTIONS OR WANT MORE INFORMATION?

This Notice summarizes the proposed Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by writing to the Settlement Administrator at [Insert Address of Settlement Administrator] or by visiting the Settlement Website at www.FranklinLTCFClassAction.com. You can also find answers to common questions about the lawsuit, the Settlement, and about class action lawsuits on the Settlement Website.

Una versión en español de este Aviso de clases puede ser obtenida llamando al Administrador del Acuerdo al [Insert Number], y también está disponible en el sitio web del Acuerdo: [Insert Web Address].