

A.R., <i>et al.</i>	:	Civil Action No. 151201740
	Plaintiffs	:
	:	:
v.	:	Class Action Complaint - Pursuant
	:	to 18 PA.C.S. § 6111, Breach of
	:	Confidentiality, Invasion of Privacy,
City of Philadelphia, <i>et al.</i>	:	and Declaratory and Injunctive
	Defendant	:
	:	Relief

**ORDER AND JUDGMENT GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT, AWARDING INCENTIVE
PAYMENT FOR THE CLASS REPRESENTATIVE, AND
AWARDING ATTORNEYS' FEES AND COSTS TO CLASS COUNSEL**

AND NOW, this 12th day of October, 2018, upon consideration of Plaintiffs' Uncontested Motion for Final Approval of Settlement, an Award of Incentive Payment to the Class Representative, and an Award of Attorneys' Fees and Expenses to Class Counsel, and attached Affidavit of the Settlement Administrator, and upon review of the Settlement Agreement, the Class Notices, the one Objection timely filed, and the Memorandum of Law submitted by Class Counsel, and after a hearing in which counsel for the parties and any Settlement Class Members who timely and properly filed an objection requesting an opportunity to speak were heard, it is hereby ORDERED and DECREED that the Motion is GRANTED and the Court makes the following findings of fact and law and enters the following final order and judgment:

1. Capitalized terms used in this Order and Judgment have the meanings assigned to them in the Settlement Agreement between the Parties unless otherwise stated herein.
2. This action was commenced on December 18, 2015, as a class action.
3. This Court has jurisdiction over the Parties and the subject matter of this proceeding.
4. After nearly two and a half years of litigation, including discovery and motion practice, and as a result of intensive, arm's length negotiations between Class Counsel and



Defendants' Counsel, the Parties reached accord with respect to a Settlement that provides substantial benefits to Settlement Class Members, in return for a release and dismissal of the claims at issue in the case against the Defendants ("Settlement Agreement"), although the Court is to retain jurisdiction to enforce the Settlement Agreement and certain changes in Defendants' policies and procedures. The resulting Settlement Agreement was preliminarily approved by the Court by Amended Order Granting Class Certification for Settlement Purposes Only, for Preliminary Approval of the Settlement, and for Approval of the Notice Program dated July 16, 2018 (the "Preliminary Approval Order").

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

6. Pursuant to Rules 1701 et seq. of the Pennsylvania Rules of Civil Procedure, the following Settlement Class and Subclasses were previously certified for settlement purposes:

Settlement Class:

The 21,253 individuals whose LTCF information was potentially disclosed by Defendants on or after December 18, 2013, through the use of un-enveloped postcards, unprotected clipboards, or through verbal disclosures at the GPU, in alleged violation of 18 Pa.C.S. § 6111(i). Excluded from the Settlement Class are the council members, officers and employees of the Defendants.

Subclass I:

The 988 members of the Settlement Class whose LTCF Information was visible on un-enveloped postcards that were sent to those 988 individuals.

Subclass II:

The 20,265 members of the Settlement Class who potentially placed their names and other information onto LTCF application, renewal or pickup clipboards or who may have had their LTCF Information disclosed through verbal disclosures at the GPU, and who are not members of Subclass I.

7. There are 21,253 members of the Settlement Class (including those who have excluded themselves), including 988 members of Subclass I and 20,265 members of Subclass II.

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

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

10. As of the deadline for the filing of objections, only one objection was filed. That individual is a Member of Subclass II and his objection was solely that he believes he should be a member of Subclass I.

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

otherwise.

12. The Court has considered the objections that have been filed and any statements made by objectors at the Final Approval Hearing. The Court hereby rejects the objections to the Settlement as immaterial and/or unsubstantial.

13. Given the size of the Class and its Subclasses, the terms of the Settlement, which are favorable to the Class, and the Notice Program described above, this Court finds that the comparatively low number of objections is indicative of the fairness, reasonableness and adequacy of the Settlement.

14. According to the Settlement Administrator, through its Affidavit, only thirteen Class Members (all members of Subclass II) have excluded themselves from the Settlement. Any person who has excluded himself or herself from the Settlement may request a signed and notarized statement from Class Counsel stating that said person has been excluded from the Settlement, which signed statement shall be sufficient proof of such exclusion.

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

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

All Class Members who did not timely file a request for exclusion from the Settlement

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

17. Given the size of the Class and its Subclasses, the terms of the Settlement, which are favorable to the Class, and the Notice Program described above, this Court finds that the comparatively low number of opt outs is indicative of the fairness, reasonableness and adequacy of the Settlement.

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

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

20. The Representative Plaintiff is entitled to and is hereby awarded a payment of

\$300.00 from the Settlement Fund, in recognition of the efforts he undertook in connection with this lawsuit.

21. The Members of Subclass I shall each receive the sum of \$303.34 from the Settlement Fund.

22. Members of Subclass II who did not exclude themselves from the Settlement, although they shall not receive any financial benefit, shall each receive the benefit of the injunctive relief.

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

24. After payments are made to the Class Members, Representative Plaintiff, and Class Counsel, any funds remaining in the Settlement Fund, and any sums payable to any Settlement Class Members who cannot be located after diligent effort, or who fail to cash or deposit their settlement check within ninety (90) days of the date it is mailed and not returned as undeliverable, shall be distributed by the Settlement Administrator as other Court-approved disbursements of funds as follows: (a) fifty percent (50%) to Firearm Owners Against Crime; (b) fifty percent (50%) to the School District of Philadelphia. In the event either Court-approved disbursement would be renounced, that entity's fifty percent (50%) shall be distributed to the other Court-approved entity. If a Settlement check is returned to the Settlement Administrator for any reason, including if it is returned as undeliverable, the Settlement Administrator shall make a diligent good-faith effort to locate a good address for the Class Member whose Settlement check was returned and shall re-mail the Settlement check to that new address.

25. Funds, if any, remaining in the Settlement Fund after the foregoing distributions are made shall be distributed as residual funds as follows: (a) 50% to the Pennsylvania Interest on Lawyers Trust Account Board; and (b) 50% to the NRA Civil Rights Defense Fund.

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

a. Defendants are hereby prohibited from sending, in any form, un-enveloped postcards, which resulted in the previous alleged disclosure of “LTCF Information” (as the term is defined in the Settlement Agreement between the Parties).

b. Defendants are hereby prohibited from utilizing unprotected sign-in sheets, where individuals, including LTCF applicants, can see other LTCF applicants’ information, which resulted in the previous disclosure of “LTCF Information” (as the term is defined in the Settlement Agreement between the Parties). The City shall be permitted to ask applicants to place their initials onto a sign-in sheet.

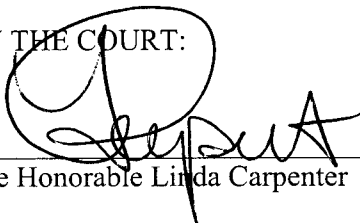
c. Defendants are hereby prohibited from verbalizing the name or current addresses of LTCF applicants so that non-authorized personnel can hear the name or current address of an applicant when applicants are being interviewed at the Gun Permit Unit.

27. This Action and all claims against the Defendants are hereby dismissed with prejudice, although the Court shall retain exclusive and continuing jurisdiction of the Action, all Parties, and Settlement Class Members, to interpret and enforce the terms, conditions and obligations of this Settlement Agreement. Furthermore, the Court shall retain exclusive and continuing jurisdiction, for a period of two (2) years, to supervise and enforce the permanent injunctive relief provided for hereinabove. Thereafter, the injunctive relief shall be enforceable

by any aggrieved individual only through the filing of a new action, which new action shall not be barred by the terms of the release in the Settlement Agreement or this Order and Judgment.

28. Any Settlement Class Member who wishes to file an appeal from this Order and Judgment shall first post a bond with the Court in the sum of \$50,000 as a condition of prosecuting such appeal to compensate the Settlement Class Members and Class Counsel for such delay and the loss of use of the Settlement funds during the pendency of such appeal.

BY THE COURT:



The Honorable Linda Carpenter