

**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.	:	

PROTHONOTARY
FRANKLIN COUNTY PA
2023 JUL 28 PM 1:00
TIMOTHY S. SPONSELLER
PROTHONOTARY
PC
DEPUTY

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

AND NOW, this 28th day of July, 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 No 5 of the Franklin County Courthouse, 14 N Main Street, Chambersburg, PA 17201 at 10:00 A.M. on November 1, 2023 (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 intent 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 and 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:



John D. Kuhn, Senior Judge
Specially Presiding

Joshua Prince, Esq. and Dillon Harris, Esq. – 646 Lenape Road, Bechtelsville, PA 19505
Frank J. Lavery, Esq. and Andrew W. Norfleet, Esq. – 225 Market Street, Suite 304,
P.O. Box 1245, Harrisburg, PA 17108
Scott T. Wyland, Esq. – 1801 Market Street, Suite 300, Camp Hill, PA 17011