

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

**SETTLEMENT AGREEMENT**

Plaintiff, A.R., (the “Representative Plaintiff”), individually and on behalf of all persons similarly situated (collectively, “Plaintiffs”), and Defendants, City of Philadelphia (the “City”), Mayor Michael A. Nutter (“Mayor Nutter”), Police Commissioner Charles H. Ramsey (“Commissioner Ramsey”), the Philadelphia Police Department (“PPD”), the Gun Permit Unit of the Philadelphia Police Department (“GPU”), Detective Stuski, Officer Mireille Green, Officer Shamaya Mincer, Officer Mary Pawlowski, and Lieutenant Lisa King (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 certification of this action as a class action for settlement purposes only and 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 and unprotected clipboards, 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 988 occasions on or after December 18, 2013.

WHEREAS, the Defendants utilized sign-in sheets for individuals, who were applying for, renewing, and picking up their LTCF, where the applicants’ names and other information were openly displayed.

WHEREAS, Plaintiffs contend that the above disclosure(s) by the Defendants violated the UFA confidentiality provisions.

WHEREAS, shortly after the Litigation was filed, the City stopped utilizing un-enveloped postcards and stopped having LTCF applicants place their name and other information on the clipboards.

WHEREAS, the Defendants have denied and continue to deny Plaintiff’s claims and deny any wrongdoing or liability of any kind to Plaintiff or to any members of the Settlement Class (as defined hereinafter).

WHEREAS, the Parties have conducted 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 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 and potential claims of the Plaintiff and all Settlement Class Members relating to alleged conduct involved in this Litigation.

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

WHEREAS, substantial, adversarial settlement negotiations have taken place between the Parties, 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 Members and is fair, reasonable, adequate and in the best interest of the Settlement Class Members.

WHEREAS, this Settlement Agreement is made and entered into by and among the Defendants and the Plaintiff, individually and on behalf of a class (the "Settlement Class") of similarly situated persons (the "Settlement Class Members") defined as set forth below.

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. City - shall mean the City of Philadelphia and all of its departments, boards, agencies, sub-divisions, employees, agents, attorneys, and representatives.

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 forms as Exhibits “D-1” or “D-2” (depending on which Subclass the Settlement Class Member is in) wherein the Settlement Class is informed of the certification of this Litigation as a class action pursuant to Pa.R.C.P. Nos. 1701 *et seq.* and 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 Representative Plaintiff named in the Complaint as “A.R.”

E. Complaint – shall mean the Second Amended Class Action Complaint, which was filed March 18, 2018, and is attached as Exhibit “A”.

F. Court - shall mean the Court of Common Pleas of Philadelphia County, Pennsylvania, The Honorable Linda Carpenter presiding, or her duly appointed or designated successor.

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

H. Defendants’ Counsel – shall mean Michael Miller, Esquire of the City of Philadelphia Law Department.

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. Litigation - shall mean the above-captioned lawsuit pending in the Court of Common Pleas of Philadelphia County, Pennsylvania, Case No. 151201740.

N. LTCF – shall mean a Pennsylvania License to Carry Firearms.

O. 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 City of Philadelphia 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.

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

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

R. Objection Date - shall mean the date agreed upon by the Parties or otherwise ordered by the Court by which Settlement Class Members must submit any objection to the

Settlement Agreement's terms or provisions and submit any required statements, proof, or other materials and/or argument.

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

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

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

V. Preliminary Approval Order - shall mean the Order of the Court preliminarily approving this Settlement Agreement and certifying the Settlement Class for settlement purposes only, and described in Section II(B)(1) herein below.

W. 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.

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

Y. 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.

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

AA. 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.

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

CC. Settlement Administrator - shall mean the qualified party selected by Defendants 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.

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

EE. Settlement Amount - shall mean the sum of Five Hundred Thousand Dollars (\$500,000.00) to be paid by or on behalf of the Defendants, plus the costs of administering the class.

FF. Settlement Class - shall mean the 988 individuals who were sent un-enveloped postcards containing their LTCF applicant information on or after December 18, 2013, and the 19,658 individuals who may have placed their names and other information onto LTCF application, renewal or pickup clipboards in the GPU, or who may have had their LTCF Information disclosed through verbal disclosures at the GPU, on or after December 18, 2013.

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 Defendant's Counsel which shall be earmarked specifically for this

case and remain in the City of Philadelphia Law Department's General Indemnities Fund until such time as to be utilized to administer the monetary requirements of the Settlement. Defendant shall provide documentation verifying that the Settlement Amount is available, has been earmarked for the sole purpose of this case, and will not be utilized for any other payments or purposes. Defendant will not allow the General Indemnities Fund to ever have less than the Settlement Amount in it, except to the extent payments are properly distributed to Settlement Class Members and/or court-approved attorney fees and expenses are properly distributed to Class Counsel.

II. Settlement Subclasses - shall mean the following two subclasses:

1. Subclass I shall mean: "The 988 members of the Settlement Class whose LTCF Information was visible on un-enveloped postcards that were sent to those 988 individuals."

2. Subclass II shall mean: "The 19,658 members of the Settlement Class who potentially placed their names and other information onto LTCF application, renewal or pickup clipboards in the GPU, or who potentially had their LTCF Information disclosed through verbal disclosures at the GPU, and who are not members of Subclass I."

JJ. Settlement Website – shall mean a publicly accessible website established by the Settlement Administrator to provide information about the Settlement with a World Wide Web address (to be determined by the Settlement Administrator) to provide information 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 Class Certification for Settlement Purposes Only and 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, including the certification of the Settlement Class for purposes of this Settlement Agreement only, as within the range of fair, reasonable and adequate Settlement for purposes of issuing notice;
    - b. Approve the contents of the Class Notices, in substantially the same form as Exhibits “D-1” and “D-2” hereto, and methods in the Notice Plan set forth herein;
    - c. 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”);
    - d. 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; provided, however, that in no event shall Defendants be required to agree to any such cure that would increase the cost of the Settlement Agreement to the Defendant.

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 and 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 City agrees to the entry of a permanent injunction prohibiting it from sending, in any form, un-enveloped postcards, which resulted in the previous alleged disclosure of LTCF Information.

2. The City agrees to the entry of a permanent injunction prohibiting it 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. The City shall be permitted to ask applicants to place their initials onto a sign-in sheet.

3. The City agrees to the entry of a permanent injunction prohibiting it 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.

#### **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, Class Counsel shall file a Praecipe to Discontinue the Contempt Petition proceedings with the Court in Docket No. 121203785 ("Doe I Litigation"). Prior to the filing of this Praecipe, the Parties shall file a joint

motion with the Court to stay the proceedings in “Doe I” pending final approval of this Agreement.

C. Settlement Fund.

1. By signing this agreement, the City attests that \$500,000.00 is available and agrees to make the payment of such amount on or before the Effective Date.

2. All administrative expenses, including the costs of Settlement administration, website administration and the provision of notice to class members, shall be separately and solely borne by the City and the cost thereof shall not be deducted from the Settlement Amount/Settlement Fund.

C. 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(E) below), be deducted from the Settlement Amount/Settlement Fund and shall be mailed and made payable to “Prince Law Offices, P.C.”

D. Payments to Class Members.

1. The Settlement Amount/Settlement Fund, less Court-approved attorney fees and expenses and Court-approved incentive awards for the Representative Plaintiff,

shall be equally divided only to monetarily compensate members of Subclass 1. Members of Subclass 2 shall not receive any monetary compensation.

2. Subclass I, which numbers 988 individuals, shall be allocated the Settlement Amount, less the attorney fees and expenses awarded, and less the Court-approved incentive awards to the Representative Plaintiff, which will be distributed *pro rata* to Subclass I members who do not opt out.

3. Subclass II, which numbers 19,658 individuals who are not also members of Subclass I, shall not receive any monetary compensation but shall benefit from the injunctive relief.

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

E. 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 City of Philadelphia under 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, with half of

such funds going to the School District of Philadelphia and half going to Firearm Owners Against Crime.

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; and
2. 50% to the NRA Civil Rights Defense Fund.

IV. NOTIFICATION TO CLASS MEMBERS.

A. Responsibilities of the Settlement Administrator.

1. The Settlement Administrator shall be selected and paid for by the City of Philadelphia and shall implement and administer the Notice Program.
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 8:00 a.m. to 6:00 p.m. to provide information and answer questions about the Settlement; (v) otherwise administering the Notice Program and (vi) distributing payments to the Settlement Class Members. The Notice Program shall comply with all requirements of applicable law. The Settlement Administrator will maintain an appropriate insurance policy to protect against any violation of its fiduciary duties and

other legal obligations to the Court, the Representative Plaintiff, Settlement Class Members, Defendants, Defendants' Counsel and Class Counsel.

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 (in redacted form so as to not reveal the identities of the Representative Plaintiff or any of the Settlement Class Members), 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.

B. Notice.

1. Notice will be provided to the Settlement 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 City of Philadelphia, including, but not limited to, driver's license, non-driver's license identification, LTCF records, land records, tax records, and utility records. The City of Philadelphia will promptly search its records and provide the Settlement Administrator with the last known good address for each Class Member and will advise the Settlement Administrator as to the Subclass to which each Class Member belongs. 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 Settlement 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 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 City of Philadelphia and the Settlement Administrator shall contain a provision providing that the names, addresses and other information about the Settlement Class Members that is provided to it by Defendants,



Defendants' Counsel, Class Counsel, or by individual Settlement Class Members, shall be treated as 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, at the cost of the City, to assist Settlement 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 Settlement 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 Settlement 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 Settlement Class Member who submits a 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 Settlement 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 Settlement 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 Settlement 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 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 Settlement Class Members who have 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 Settlement Class Member who wishes to appeal the Final Approval Order, which appeal will delay the distribution of the Settlement payments to the Settlement 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 Settlement 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 Settlement 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 Settlement 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 Settlement Class Members from prosecuting claims that are released pursuant to the Settlement Agreement and orders directing the City of Philadelphia, or any of its agencies and departments, to comply with the Policy Changes. Notwithstanding the foregoing, the Court shall only retain jurisdiction to protect, preserve, implement and supervise the Policy Changes for a period of two (2) years from the Effective Date and, thereafter, the Policy Changes shall be enforceable by any aggrieved individual only through the filing of a new timely action.

F. Upon the Effective Date: (i) the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Settlement Class Members except as set forth herein;

(ii) the Released Parties shall not be subject to liability or expense of any kind to any Settlement Class Members or their successors, predecessors or assigns except as set forth herein; and (iii) Settlement 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 Settlement 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 Settlement 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 Plaintiff provided substantial assistance to Class Counsel in their prosecution of this action. Given the efforts of the Representative Plaintiff on behalf of the Settlement Class, Defendants will not oppose an application for incentive awards in the additional sum of \$300.00 for the Representative Plaintiff.

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 Subclass I members.

**IX. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

A. Class Counsel represent and warrant that they have the authority, on behalf of Plaintiff, 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 Plaintiff and constitutes a legal valid and binding obligation.

B. Defendants, through First Deputy City Solicitor Craig Straw, 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. 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 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, and the exhibits and related documents hereto as well as any payment of moneys, or any other action taken, by the Defendants pursuant to any

provision of this Settlement Agreement are not, and shall not at any time be construed or deemed to be, or to evidence, any admission against or concession by Defendants with respect to any wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Approval Order as contemplated herein. Defendants deny any liability to Plaintiff and to all Settlement Class Members. This provision shall survive the expiration or voiding of the Settlement Agreement.

C. This Settlement Agreement is entered into only 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 cancelled or deemed cancelled, 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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 or its own costs of the Litigation.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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: Michael Miller, Esquire, City of Philadelphia Law Department, One Parkway, 1515 Arch Street, 14th Floor, Philadelphia, PA 19102-1595.

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

N. 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.

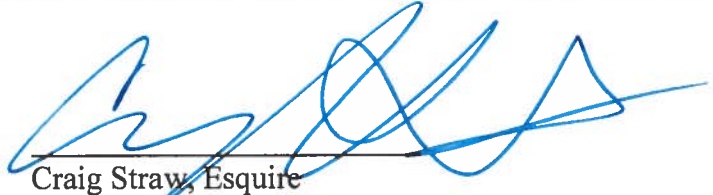
O. Class Counsel agrees to neither bring, nor encourage or assist another attorney in bringing, a lawsuit against the Defendants based on the Philadelphia Gun Permit Unit's mailings

of unenveloped postcards, use of sign-in sheets, or other alleged violations of section 6111(i) that occurred prior to December 18, 2013.

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](mailto:Joshua@PrinceLaw.com)

*On behalf of Plaintiff  
and the Putative Class*

  
\_\_\_\_\_  
Craig Straw, Esquire  
First Deputy City Solicitor  
City of Philadelphia Law Department  
1515 Arch Street, 17<sup>th</sup> Floor  
Philadelphia, PA 19102  
(215) 683-5003 (telephone)  
(215) 683-5068 (facsimile)  
[shelley.smith@phila.gov](mailto:shelley.smith@phila.gov)

*On behalf of Defendants*