

License to Carry Firearms Application Notice

As a result of the class action lawsuit in *Doe, et al. v. City of Philadelphia, et al.*, Philadelphia Court of Common Pleas Case No. 121203785, the City of Philadelphia (the "City") has implemented some changes in its policies and practices regarding Licenses to Carry Firearms ("LTCF") and other issues.

Confidentiality: Pursuant to 18 Pa.C.S. § 6111(i), all LTCF applicant information is confidential and not subject to disclosure, except to the applicant's attorney, or any law enforcement and judicial personnel who are permitted by law to receive such information. An unlawful disclosure can result 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. The City is implementing training of its appropriate employees to ensure that your information remains confidential and is not disclosed.

Application: There are several changes in relation to the Application

1. **References:** References are no longer necessary, as this would violate the confidentiality provision specified above. Even if you nonetheless decide to provide references, they will not be contacted.
2. **Citizenship:** Naturalization papers are no longer required. A valid U.S. Passport or other legal document reflecting your citizenship will be accepted.
3. **Expungements/Pardons:** If you obtained an expungement of or pardon from a charge or conviction, you may legally answer "No" to any question relating to whether you have been charged and/or convicted of any crime. Otherwise, you must answer "Yes."
4. **Firearms:** The City cannot ask you if you own any firearms.
5. **Processing Time:** Your application must be processed within 45 calendar days, not business days. Therefore, if you applied on May 16, 2014, the City must make a decision on your application by June 30, 2014.
6. **Denials:** If you initially submitted \$20.00 with your application and you are denied, the City must return \$15.00 to you within 20 days.

Post-Approval: There are several changes to post-LTCF approval requirements:

7. **Disclosure to Law Enforcement:** You are not required to, although it is recommended by the City that you do, immediately disclose the pendency or existence of your LTCF and firearm during an interaction with law enforcement.
8. **Confiscation:** The City cannot confiscate your LTCF or firearm unless there is probable cause to believe that it is evidence of a crime. If your LTCF or firearm is confiscated, the officer will immediately provide you with a property receipt reflecting the officer's name, badge number, and item(s) confiscated, including listing the LTCF number, the make/model and serial number, if applicable.

As stated above, these new policies are the result of litigation. If you believe any of these policies have been violated, you should contact an attorney. The Philadelphia Court of Common Pleas is retaining jurisdiction over the case until October 29, 2016. Thereafter, any person who believes his/her rights have been violated because of any failure on the part of the City to follow these new policies and procedures must file a new lawsuit or other legal proceeding.

RECEIVED

OCT 30 2014

R. POSTELL
CNY FORWARD

FILED

13 OCT 2014 01:40 pm

Civil Administration

L. OWENS

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
PENNSYLVANIA – CIVIL DIVISION

JOHN DOE, et al., individually and : CIVIL ACTION NO. 121203785
on behalf of all persons similarly situated, :
Plaintiffs : Class Action
v. :
CITY OF PHILADELPHIA, et al., : CASE IS SEALED BY COURT ORDER
Defendants. :

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

AND NOW, this 29th day of October, 2014, upon consideration of Plaintiffs' Motion for Final Approval of Settlement, an Award of Incentive Payments to the Class Representatives, 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 three Objections 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 31, 2012, as a class action.
3. This Court has jurisdiction over the Parties and the subject matter of this proceeding.

Doe Etal Vs City Of Phi-ORDRF



12120378500073

Case ID: 121203785
Control No.: 14101613

4. After nearly a year and a half of litigation, including discovery and motion practice, and as a result of intensive, arm's length negotiations between Class Counsel and Defendants' Counsel, including two days of mediation with former United States Magistrate Judge Diane Welsh, 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 August 15, 2014 (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:

Those persons who appealed the denial or revocation of their License to Carry Firearms to the Philadelphia Board of Licenses and Inspections Review, and whose allegedly confidential information, including name, address and reason for appeal ("LTCF Information"), appeared in the City of Philadelphia's "Hansen" database during the period of January 1, 2007 through

February 6, 2014, which LTCF Information may have been disclosed to individuals and/or entities not entitled to access in alleged violation of 18 Pa.C.S. §6111(i). Excluded from the Settlement Class are the current members of Philadelphia City Council and the officers and employees of the Defendants.

Subclass I:

The members of the Settlement Class whose LTCF Information was available for public viewing on the City of Philadelphia owned and operated website <http://www.phila.gov/map> during the time period of August 11, 2012 through August 15, 2012.

Subclass II:

The members of the Settlement Class who are not members of Subclass I.

7. There are 3,264 members of the Settlement Class (including those who have excluded themselves), including 1,520 members of Subclass I and 1,744 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, three objections were filed. Of those individuals who filed objections, two were members of Subclass I and one was a member

of Subclass II.

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, four Class Members (three members of Subclass I and one member 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 one-third (33 1/3%) of the Settlement Fund (\$475,000) 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 cross checks 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 two Representative Plaintiffs are entitled to and are hereby awarded a payment of \$100 each from the Settlement Fund, in recognition of the efforts they undertook in connection with this lawsuit.

21. Members of Subclass I who did not exclude themselves shall each receive the sum of \$523.73 from the Settlement Fund.

22. Members of Subclass II who did not exclude themselves from the Settlement shall each receive the sum of \$25 from the Settlement Fund.

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

24. After payments are made to the Class Members, Representative Plaintiffs, and Class Counsel, any funds remaining in the Settlement Fund, and any sums payable to any Settlement Class Members who cannot be located after diligent effort, or who fail to cash or deposit their settlement check within ninety (90) days of the date it is mailed and not returned as undeliverable, shall be distributed by the Settlement Administrator as other Court-approved disbursements of funds as follows: (a) one-third to the NRA Civil Rights Defense Fund; (b) one-third to the Philadelphia NRA Eddie Eagle Program; and (c) one-third to the School District of Philadelphia. 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 making available to the public the "Web Application," which previously disclosed "LTCF Information" (as those terms are defined in the Settlement Agreement between the Parties).

b. Defendants are hereby prohibited from disclosing LTCF Information (as that term is defined in the Settlement Agreement between the Parties) to anyone or any entity in any manner, including, but not limited to, in-person or electronically. However, nothing shall prohibit the City of Philadelphia and its employees from disclosing such information to the applicant for a Pennsylvania License to Carry Firearms ("LTCF"), the applicant's attorney, or any law enforcement and judicial personnel who are permitted by law to receive such information.

c. To the extent that the Pennsylvania Uniform Firearms Act allows or otherwise permits the disclosure of LTCF applicant information to contractors or developers for data management or data location services, the City of Philadelphia shall provide a copy of this Settlement Agreement and this Order and Judgment to the contractor or developer and explain to the contractor or developer that the information is confidential, not subject to disclosure and is subject to penalty of law (civil and criminal).

Moreover, the City of Philadelphia shall obtain written confirmation from the contractor or developer acknowledging such confidentiality.

d. The City of Philadelphia shall train, on at least an annual basis, members of its Police Department and the members and employees of the License and Inspection Board of Review by appropriate means and manner regarding the confidentiality of LTCF Information pursuant to 18 Pa.C.S. § 6111.

e. The City of Philadelphia, through its Police Department, shall provide appropriate customer service training to members of the Gun Permits Unit of its Police Department. The City shall include in the above-mentioned training that the confidentiality of 18 Pa.C.S. § 6111 requires that LTCF Information not be shared with or disclosed to the public, although such information may be shared among law enforcement personnel as necessary and as provided for by Pennsylvania's Uniform Firearms Act.

f. The City of Philadelphia shall, for a period of five (5) years from the Effective Date, make available a downloadable .pdf version of Exhibit "E" to the Settlement Agreement between the Parties, and this Order and Judgment, through a conspicuous link from its main website, www.phila.gov.

g. The City of Philadelphia shall, for a period of five (5) years from the Effective Date, through a conspicuous link, make available a downloadable .pdf version of Exhibit "E" to the Settlement Agreement between the Parties, and this Order and Judgment, on any City of Philadelphia-owned or operated Internet webpage where documents or information relating to an application for an LTCF, or an appeal from the denial or revocation of an LTCF, are available.

h. The City of Philadelphia shall also conspicuously post, for a period of at least five (5) years from the Effective Date, a printed copy of Exhibit "E" to the Settlement Agreement between the Parties, and a printed copy of this Order and Judgment, at every City owned or operated location where an LTCF application or LTCF appeal form can be submitted or filed.

i. The City of Philadelphia, through its Police Department, shall provide a printed copy of Exhibit "E" to the Settlement Agreement between the Parties with any notice provided to an LTCF applicant regarding the granting, denial or revocation of an applicant's LTCF.

j. The City of Philadelphia and its Police Department are prohibited from requiring an applicant for an LTCF to provide any references on the LTCF Application or otherwise, and from denying such application because of any failure or refusal to provide such references.

k. The City of Philadelphia and its Police Department are prohibited from requiring any lawful immigrant or United States citizen who possesses a valid United States Passport to provide any naturalization papers or other documentation proving citizenship, unless there exists a legitimate question as to the validity of such Passport.

l. The City of Philadelphia and its Police Department are prohibited from denying or revoking any LTCF on the basis that the applicant answered in the negative or "no" to any question relating to whether the applicant had been charged and/or convicted of any crime where the applicant obtained an expungement of or pardon from the charge or conviction.

m. If an LTCF is not renewed within six (6) years from the date of its issuance or previous renewal, the Philadelphia Licenses and Inspections Board of Review and the City of Philadelphia and its Police Department shall destroy and expunge all documents, other than the LTCF application on the form prescribed by the Pennsylvania State Police and any related denial or revocation letters, in its possession or under its control, which documentation to be destroyed and expunged shall include, but is not limited to, all military discharge papers, fingerprints, and reference forms.

n. The City of Philadelphia and its Police Department shall process all LTCF applications, and issue an approval or denial of such application, within 45 calendar days from the date of application, as required by 18 Pa.C.S. § 6109 and as calculated pursuant to Pa.R.C.P. 106.

o. The City of Philadelphia and its Police Department shall remit to the applicant the fee paid by the applicant, less five dollars (\$5.00), which constitutes an administrative fee, as specified by 18 PA.C.S. § 6109, within twenty (20) days after the date that the applicant's LTCF application is denied.

p. The Defendants are prohibited from advising LTCF applicants or LTCF holders that they must disclose to a law enforcement officer, during an encounter or interaction with a law enforcement officer, that they have an LTCF, that they own or are carrying a firearm, or that they have a firearm in their vehicle. However, the City shall not be prohibited from advising LTCF applicants or LTCF holders that it is strongly recommended but not mandatory that they immediately disclose to a law enforcement officer, during an encounter or interaction with a law enforcement officer, that they are carrying a firearm or have a firearm in their vehicle.

q. The Defendants shall be prohibited from confiscating any LTCF unless there is probable cause to believe that the LTCF is evidence of a crime. Moreover, in the event an LTCF is confiscated, the City of Philadelphia, through its Police Department, shall immediately complete and issue a property receipt to the LTCF holder as required by the current version of Philadelphia Police Department Directive 91, which property receipt shall provide the LTCF number, the date, time and location of the confiscation, the reason for confiscation, and the confiscating officer's name and badge number.

r. The Defendants are prohibited from confiscating a firearm unless there is probable cause to believe that the firearm is evidence of a crime or the person carrying the firearm is arrested. In the event a firearm is confiscated by a Philadelphia Police Officer, a property receipt shall be immediately issued to such person and shall provide the make, model and serial number of the firearm, the date, time and location of the confiscation, the reason for the confiscation, and the confiscating officer's name and badge number, pursuant to 18 Pa.C.S. § 6105(f)(4) and as required by the current version of Philadelphia Police Department Directive 91.

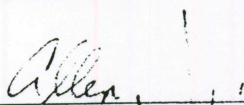
s. The Defendants are prohibited from requiring any individual to disclose whether the individual owns or possesses any firearms or ammunition during the LTCF application process.

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 Jacqueline F. Allen

DOCKETED

OCT 30 2014

R. POSTELL
DAY FORWARD

PHILADELPHIA POLICE DEPARTMENT
750 RACE STREET
PHILADELPHIA, PA 19106

DOE ETAL VS CITY OF PHILADELPHIA ETAL
121203785