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Attorneys for Plaintiff

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII**

JAMES GRELL,)	
)	
Plaintiff,	)	Civil Action 1:23-CV-00328-JAO-RT
)	
v.	)	STIPULATED FINAL JUDGMENT
	)	AND PERMANENT INJUNCTION
COUNTY OF HAWAI'I,)	
	)	<u>District Judge:</u>
Defendant.	)	Hon. Jill A Otake
)	
	)	<u>Magistrate Judge:</u>
	)	Hon. Rom Trader
)	
	)	<u>Scheduling Conference:</u>
	)	Date: November 8, 2023
	)	Time: 9:00 a.m.
	)	Judge: Honorable Rom Trader
)	

**STIPULATED FINAL JUDGMENT
AND PERMANENT INJUNCTION**

1) IT IS ORDERED AND ADJUDGED THAT JUDGMENT IS ENTERED AGAINST DEFENDANT THE COUNTY OF HAWAI'I ("the County");

2) The County and its agents are enjoined permanently from:

(a) requiring any applicant for a permit to carry a firearm registration to sign the "HAWAI'I POLICE DEPARTMENT APPLICANT'S WAIVER OF LIABILITY AND RELEASE FORM FOR APPLICATION FOR LICENSE TO CARRY FIREARMS AND WEAPONS" ("the Form") as it existed on August 4, 2023,

or

(b) denying any applicants' application for a permit to carry a firearm solely because the applicant refuses to sign the Form as it existed on August 4, 2023.

3) Within ten (10) business days of the entry of this Stipulated Judgment and Order, the County will begin using the waiver form currently in use by the City and County of Honolulu, attached hereto as Exhibit A, with references to the "Honolulu Police Department" in said form replaced with "Hawai'i Police Department".

4) By check payable to the "Holcomb Law Client Trust Account," the County shall pay Plaintiff's attorneys' fees and costs in the amount of \$30,500.00,

subject to approval by the Hawai‘i County Council. Should the Hawai‘i County Council not approve the Parties’ Stipulation and this Stipulated Judgment and the payment identified herein, the Stipulation shall be null and void as between the County and Plaintiff and this Stipulated Judgment and Stipulated Permanent Injunction shall be set aside as between the County and Plaintiff and litigation shall continue between the County and Plaintiff;

5) Counsel for the County of Hawai‘i shall, in good faith, seek approval from the Hawai‘i County Council;

6) Absent an agreement by the Parties extending the deadline, if all necessary approvals are not obtained and payment by County of \$30,500.00 is not completed by December 1, 2023, the Parties’ Stipulation shall be null and void as between County and Plaintiff and this Stipulated Judgment and Stipulated Permanent Injunction shall be set aside. If that should occur, any funds that have been paid by County up to that point shall be returned and the litigation in this case shall resume.

DATED: Honolulu, Hawai‘i, September 29, 2023.

s/Richard L. Holcomb
Richard L. Holcomb (9177)
Attorney for Plaintiff James Grell

DATED: San Diego, California, September 29, 2023.

s/Alan A. Beck

Alan Alexander Beck (9145)

Attorney for Plaintiff James Grell

DATED, Hilo, Hawai'i, September 29, 2023.

s/Steven Idemoto

Steven Idemoto

Attorney for Defendant

County of Hawai'i

IT IS SO ORDERED, ADJUDGED, AND DECREED

Dated: September 29, 2023 at Honolulu, Hawai'i.



A handwritten signature in black ink, appearing to read "Jill A. Otake".

Jill A. Otake

United States District Judge

Grell v. County of Hawai'i, 1:23-CV-00328-JAO-RT, United States District Court for the District of Hawaii; STIPULATED FINAL JUDGMENT AND PERMANENT INJUNCTION