

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
Case No. 1:23-cv-00423-WO-JGM

TIMIA CHAPLIN; SARAH FIELDS;
THOMAS HAYWARD; ANTHONY MILLER;
KEVIN SPRUILL; ROTESHA MCNEIL;
YUSEF JALLAL; MESSIEJAH BRADLEY;
DENNIS KEITH LASSITER; and ALLEN
SIFFORD, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

GARRY L. MCFADDEN, officially, as the
Sheriff of Mecklenburg County; OHIO
CASUALTY INSURANCE COMPANY, as the
surety for the Sheriff of Mecklenburg County;
TYLER TECHNOLOGIES, INC.; and DOES 1
THROUGH 20, INCLUSIVE,

Defendants.

**MEMORANDUM IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL
OF PROPOSED CLASS ACTION
SETTLEMENT**

Plaintiffs Timia Chaplin, Sarah Fields, Thomas Hayward, Kevin Spruill, Rotesha McNeil, Yousef Jallal, Messiejah Bradley, Dennis Keith Lassiter and Allen Sifford (collectively, “Plaintiffs” or the “Settlement Class Representatives”¹), on behalf of themselves and the proposed classes they seek to represent, request preliminary approval of a proposed class action settlement with Tyler Technologies, Inc. (“Defendant Tyler”).²

¹ Unless otherwise defined herein, capitalized terms have the meanings stated in the Class Action Settlement Agreement and Release (“Settlement” or “Settlement Agreement”). The Settlement Agreement is filed with the Motion as **Attachment 1** (along with Exhibits A-E attached thereto). The Settlement Agreement is cited herein as “SA § ___” and its exhibits as “SA Exhibit ___.”

² Plaintiff Anthony Miller does not assert a claim against Defendant Tyler.

This case concerns software developed and licensed by Defendant Tyler for electronic court record-keeping throughout North Carolina. The Settlement Class Representatives allege that Defendant Tyler's design and implementation of that software caused two kinds of harm. Some people allegedly were held in jail after they had satisfied every condition of release ("Overdetention"). Others allegedly were arrested on warrants that were invalid ("Wrongful Arrest"). Defendant Tyler denies all allegations against it and argues that any alleged harm resulted not from the design or implementation of the software, but rather the use of the software.

After more than three years of litigation, the Settlement Class Representatives and Defendant Tyler have agreed to a proposed settlement that would resolve the class claims against Defendant Tyler and avoid costly and uncertain litigation. The Settlement provides up to \$1,500,000 (the "Aggregate Cap") to pay valid claims submitted by Settlement Class Members. Defendant Tyler will separately pay attorney's fees and expenses, Service Awards, and the costs of notice and settlement administration.

This is an outstanding result given the risks and delays of continued litigation. Defendant Tyler has argued that Plaintiffs fail to state any viable negligence claim, and that its software did not cause the alleged harms. Had litigation continued, Defendant Tyler would have continued to press this and other arguments which could drastically reduce or eliminate any recovery.

The \$1,500,000 Aggregate Cap is a fair and just result that provides significant individual recoveries to Settlement Class Members, and does so more quickly and predictably than could have been achieved through continued litigation.

Further, the Settlement Class Representatives and Settlement Class Counsel are adequate representatives; the Settlement is not the product of fraud or collusion; the proposed notice complies with due process; and all requirements for preliminary approval have been met.

The Settlement Class Representatives therefore ask the Court to grant preliminary approval under Rule 23(e) so that notice can be disseminated and a Final Approval Hearing can be scheduled.

BACKGROUND

A. Summary of Litigation

The initial Complaint was filed on May 23, 2023. ECF No. 1. The Complaint alleges negligence against Defendant Tyler for alleged defects in two software platforms it designed and licensed for use in North Carolina: Enterprise Justice (formerly known as “Odyssey” and used for case management and electronic filing), SA § II.16; and Electronic Warrants (known as “eWarrants” and used for management of criminal process by courts and law enforcement), SA § II.15. This software “package” is referred to herein as “eCourts.”

After Defendant Tyler moved to dismiss the Complaint, Plaintiffs filed a First Amended Complaint adding certain statewide and municipal defendants, ECF No. 30, followed by a Second Amended Complaint, which maintained the original allegations against Defendant Tyler and added Mecklenburg County Sheriff Garry L. McFadden as a defendant. ECF No. 77.

On April 8 and 9, 2024, all Defendants moved to dismiss the Second Amended Complaint. ECF Nos. 86, 88, 90, 93 & 95. On March 31, 2025, the Court denied the motions to dismiss filed by Defendant Tyler and Defendant McFadden, and dismissed all remaining Defendants. ECF No. 116. Defendants Tyler and McFadden filed their answers on April 28, 2025, which denied all claims and asserted multiple defenses thereto. ECF Nos. 118 & 119.³

³ The Settlement resolves claims only against Defendant Tyler. The claims against Defendant McFadden continue.

Plaintiffs recently filed a Third Amended Complaint, ECF No. 152 (filed Oct. 7, 2026), adding Plaintiff Anthony Miller. Mr. Miller does not assert claims against Defendant Tyler and therefore

The Settlement Class Representatives and Defendant Tyler then engaged in extensive discovery. They exchanged multiple rounds of written discovery and produced and reviewed tens of thousands of pages of documents; conducted seven depositions; pursued extensive third-party discovery including from the North Carolina Administrative Office of the Courts, the Mecklenburg County Clerk and the Mecklenburg County Public Defender; and met and conferred more than ten times on various discovery disputes. Several of these issues were litigated before the Court.

B. The Proposed Settlement

Plaintiffs and Defendant Tyler (the “Settling Parties”) engaged in settlement negotiations over the course of nearly eight months concurrent with discovery. Following dozens of telephonic settlement discussions and a daylong in-person settlement conference, the Settling Parties reached a settlement in principle. After advising the Court of this agreement on September 16, 2026, the Settling Parties negotiated the Settlement Agreement.

The settlement terms are straightforward: Defendant Tyler will make available to Settlement Class Members up to \$1,500,000 to pay valid claims, in exchange for a release of claims with prejudice as detailed in the Settlement Agreement. *See, e.g.*, SA § II.34 (defining “Released Claims”); § II.35 (defining “Released Entities”).

To facilitate settlement, the parties propose two distinct classes for settlement purposes only (referenced together in the Settlement Agreement as a single “Settlement Class”): the Overdetention Settlement Class, and the Wrongful Arrest Settlement Class. SA § II.38

is not a party to the Settlement. Like any potential Settlement Class Member, however, Mr. Miller reserves the right to submit a Claim Form if the Settlement is approved.

(“Settlement Class”). For settlement purposes only, the Settling Parties have stipulated to the following definitions:

Overdetention Settlement Class: “[A]ll individuals subject to pretrial detention in a North Carolina criminal detention facility who, on or after February 13, 2023, experienced an Alleged Overdetention Period of more than six (6) hours.”

SA § II.28.⁴

Wrongful Arrest Settlement Class: “[A]ll individuals arrested in North Carolina on or after July 22, 2022, pursuant to a warrant for arrest or order for arrest issued by (i) the State of North Carolina or (ii) a county, municipality, or local law-enforcement agency in the State of North Carolina, who were detained and booked or processed into a detention or processing facility or jail prior to being released, and whose arrest or detention resulted from an error in software licensed by Tyler.”

SA § II.48.⁵

Settlement Class Members who submit valid Claim Forms will be entitled to the following compensation:

- **Wrongful Arrest Settlement Class:** \$2,800 per wrongful arrest. SA §§ II.46 & III.1.2.
- **Overdetention Settlement Class:** Compensation depends on the specific release triggering event and the length of overdetention.
 - Claimants released from pretrial detention pursuant to a secured bond, unsecured bond, or written promise to appear, and whose Alleged Overdetention Period was between 6 hours and up to and including 13 hours, will be entitled to \$500.
 - Claimants released from pretrial detention pursuant to a secured bond, unsecured bond, or written promise to appear, and whose Alleged Overdetention Period was *more than* 13 hours, will be entitled to \$500 plus \$350 per each additional hour of overdetention over and above 13 hours.

⁴ An “Alleged Overdetention Period” is defined in relevant part as “a delay in release from pretrial detention after satisfying all conditions required for release.” SA § II.1. The overdetention class definition is subject to the exceptions listed in SA § II.28(a)-(i).

⁵ This class definition is subject to the exceptions listed in SA § II.48(a)-(h).

- Claimants released from pretrial detention pursuant to a dismissal of all criminal charges, and whose Alleged Overdetention Period was between 6 hours and up to and including 20 hours, will be entitled to \$500.
- Claimants released from pretrial detention pursuant to a dismissal of all criminal charges, and whose Alleged Overdetention Period was *more than* 20 hours, will be entitled to \$500 plus \$350 per each additional hour of overdetention over and above 20 hours.

SA §§ II.19, II.21 & III.1.1. These figures are summarized in the following chart:

Claim Type	Payment
Overdetention (released on bond or written promise to appear)	\$500 for 6-13 hours; plus \$350 per hour beyond 13 hours
Overdetention (released on dismissal of all charges)	\$500 for 6-20 hours; plus \$350 per hour beyond 20 hours
Wrongful arrest	\$2,800 per wrongful arrest

No claimant may receive more than \$5,000, irrespective of the number of Valid Claims submitted. SA §§ II.20 & III.1.5. If the total amount of compensation due on Valid Claims exceeds \$1,500,000, all claims will be reduced *pro rata*. SA § III.1.4. Settlement benefits will be paid on a claims-made (i.e., reversionary) basis. SA § III.1.3.

In addition to the \$1,500,000 Aggregate Cap, Defendant Tyler will pay the following:

- An award of attorney's fees and expenses up to \$503,500 total, subject to Court approval. SA §§ III.7.1 & 7.2.
- A Service Award up to \$5,000 per Settlement Class Representative (for a maximum total amount of \$45,000), subject to Court approval. SA § III.7.3.
- Notice and settlement administration costs, the final amount of which will be known after the notice and administration process is complete.

The Settling Parties fully executed the Settlement Agreement on October 11, 2026. Plaintiffs now move this Court unopposed for preliminary approval of the Settlement.⁶

ARGUMENT

I. THE PROPOSED SETTLEMENT WARRANTS PRELIMINARY APPROVAL UNDER RULE 23(e).

a. Standard for Preliminary Approval

A class settlement requires court approval. Fed. R. Civ. P. 23(e). There is a “strong judicial policy in favor of settlements, particularly in the class action context.” *West v. Cont’l Auto., Inc.*, No. 3:16-cv-00502-FDW-DSC, 2018 WL 1146642, at *3 (W.D.N.C. Feb. 5, 2018).

Judicial approval proceeds in two steps. *First*, the Court performs a preliminary review of the terms of the proposed settlement to determine whether to send notice of the proposed settlement to the class. Fed. R. Civ. P. 23(e)(1). *Second*, after notice is provided and a hearing is held, the Court determines whether to grant final approval of the settlement. *Id.* at 23(e)(2).

Under Rule 23(e)(1)(B), a court should grant preliminary approval upon a finding that it “will likely be able” to (i) grant final approval of the settlement under Rule 23(e)(2), and (ii) certify the proposed settlement class. Fed. R. Civ. P. 23(e)(1)(B). As discussed below, the proposed Settlement readily satisfies both requirements.

b. The Court “Will Likely Be Able” to Grant Final Approval of the Proposed Settlement Under Rule 23(e)(2).

In assessing whether to approve a settlement under Rule 23(e)(2), the Court must determine whether the proposed settlement is “fair, reasonable, and adequate” after considering the following factors:

⁶ Counsel for Defendant Tyler confirmed that it does not oppose the relief requested herein, but also advised that Defendant Tyler reserves and does not waive any and all rights and arguments in the event the Settlement is not approved.

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2). At the preliminary approval stage, the Court need only find that the settlement is within "the range of possible approval." *Scott v. Family Dollar Stores, Inc.*, No. 308CV00540MOCDSC, 2018 WL 1321048, at *3 (W.D.N.C. Mar. 14, 2018). Preliminary consideration of all relevant factors weighs in favor of preliminary approval.

1. Class Representatives and Class Counsel Have Adequately Represented the Class.

To satisfy constitutional due process concerns, absent class members must be afforded adequate representation before entry of a judgment which binds them. Fed. R. Civ. P. 23(a)(4), 23(e)(2)(A). This "adequacy of representation requirement involves two inquiries: 1) whether the plaintiff has any interest antagonistic to the rest of the class; and 2) whether plaintiff's counsel is qualified, experienced and generally able to conduct the proposed litigation." *Donaldson v. Primary Residential Mortgage, Inc.*, No. CV ELH-19-1175, 2021 WL 2187013, at *6 (D. Md. May 28, 2021). That standard is easily met here.

The Settlement Class Representatives' interests are coextensive, rather than antagonistic, to the Settlement Classes they seek to represent. There are no known or potential intra-class

conflicts. The Settlement Class Representatives and the Settlement Class Members share a common interest in seeking recovery for their alleged overdetections and wrongful arrests. Likewise, there are no known or potential conflicts between Settlement Class Counsel and Settlement Class Members.

Moreover, the Settlement Class Representatives have protected the interests of the class by retaining qualified and experienced class counsel. Undersigned Settlement Class Counsel are highly experienced in litigating civil rights and personal injury matters in federal court, including overdetection and wrongful arrest cases. Settlement Class Counsel are also highly experienced in class action and complex litigation. *See Attachment 2* (Settlement Class Counsel resume and declaration). The fact that Settlement Class Counsel secured a favorable settlement in this case further demonstrates their adequacy. *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 619-620 (1997) (settlement terms can inform adequacy of representation).

2. The Proposed Settlement Was Negotiated at Arm's Length.

Rule 23(e)(2)(B) requires the Court to consider whether the settlement “was negotiated at arm’s length.” Fed. R. Civ. P. 23(e)(2)(B). “There is a presumption that no fraud or collusion occurred between counsel, in the absence of any evidence to the contrary.” *Robinson v. Harrison Transp. Servs., Inc.*, No. 5:15-CV-298-F, 2016 WL 3647616, at *2 (E.D.N.C. June 30, 2016); *Kirven v. Cent. States Health & Life Co. of Omaha*, No. CA 3:11-2149-MBS, 2015 WL 1314086, at *5 (D.S.C. Mar. 23, 2015) (same). Courts usually adopt an initial presumption of fairness when a proposed class settlement, which was negotiated at arm’s length by counsel for the class, is presented for court approval. 4 Newberg and Rubenstein on Class Actions § 13:45, (6th ed.).

Through experienced counsel at Tin Fulton Walker & Owen PLLC and Attorney Akeeb Dami Animashuan for Plaintiffs, and Robinson Bradshaw & Hinson P.A. for Defendant Tyler, the parties negotiated the proposed Settlement at arm's length over the course of nearly eight months, after more than three years of extensive, vigorous litigation and while written discovery and depositions were ongoing. As noted above, the Settling Parties produced and reviewed tens of thousands of pages of documents; exchanged extensive written discovery; met and conferred more than ten times on various discovery disputes; filed and briefed a motion to compel; conducted seven depositions; pursued extensive third-party discovery; and briefed motions to dismiss. ECF Nos. 19, 65, 90, 103, 111, 129, 131 & 132. Much of this took place alongside settlement negotiations, which included dozens of telephonic settlement discussions and a daylong in-person settlement conference. Finally, class relief was fixed before attorney's fees and expenses and Service Awards were discussed, and these items are capped and paid separately from class relief. SA §§ III.7.1, 7.3 & 7.5.

The proceedings have been lengthy and complex, and in that context, the parties reached a hard-fought Settlement with no collusion. This factor weighs in favor of preliminary approval.

3. The Proposed Settlement Provides Adequate Relief.

Rule 23(e)(2)(C) requires the Court to assess the adequacy of the relief provided by the Settlement, taking into account the following: “(i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3).” Fed. R. Civ. P. 23(e)(2)(C). These factors are satisfied here.

Costs, risks and delay of trial and appeal: To determine whether a proposed class settlement is adequate, courts “weigh[] the likelihood of the plaintiff’s recovery on the merits against the amount offered in the settlement.” *In re NeuStar, Inc. Sec. Litig.*, No. 1:14CV885 JCC/TRJ, 2015 WL 5674798, at *9 (E.D. Va. Sept. 23, 2015). The proposed Settlement makes a \$1,500,000 Aggregate Cap available to Settlement Class Members—an outstanding result given the risks and delay of continued litigation. Although Plaintiffs and Settlement Class Counsel believe the negligence claim asserted against Defendant Tyler is meritorious, there are risks in proving Defendant Tyler’s liability. Defendant Tyler argues, for example and among other things, that there is no causal nexus between its software and the alleged injuries. The proposed Settlement avoids the risk that Defendant Tyler prevails on this issue at summary judgment, trial or on appeal.

Moreover, the \$1,500,000 Aggregate Cap is exclusive of attorney’s fees and expenses, Service Awards and settlement administration costs, meaning the Aggregate Cap is fully available to fund Valid Claims submitted by Settlement Class Members. This amount is within the range of plausible outcomes at trial, and has increased value given the complexities of this case and the fact that Settlement Class Members will be able to collect far sooner than if litigation continued. Additionally, Plaintiffs and Settlement Class Counsel strongly believe this settlement is fair and beneficial to all parties involved.

Distribution method: As detailed above, the distribution method is objective and reasonable. In particular, it is tailored (i) to provide more relief to those who were overdetained for longer, and (ii) to provide significant flat-rate compensation (\$2,800 per incident) to those who were wrongfully arrested, while (iii) ensuring that all Settlement Class Members receive meaningful compensation from the Settlement.

The claims process will follow established procedures in civil rights and personal injury class actions. The Settling Parties selected Kroll Settlement Administration LLC as the neutral Claims Administrator. SA § II.7. Kroll is highly experienced in administering class action settlements, including those involving overdetention and wrongful arrest claims. Moreover, the Settling Parties designed the claims process for claimants who may lack counsel, records or a fixed address. Settlement Class Members must complete a Claim Form to provide the information and documentation necessary to calculate their Settlement Benefits. Defendant Tyler will assist in retrieving publicly available court records. Settlement Class Counsel will assist with obtaining expunged records. Once the Claims Administrator has processed all submitted claims, notified claimants of deficiencies (and provided an opportunity to cure), processed responses and made claim determinations, it will pay Settlement Benefits for Valid Claims.

Attorney's fees and expenses: The proposed Settlement does not contemplate any specific fee or expense award, but rather recognizes that Settlement Class Counsel will make a separate application for fees and expenses to be paid in addition to the \$1,500,000 Aggregate Cap. SA §§ III.7.1, 7.2 & 7.5. Settlement Class Counsel's fee and expense application will be fully briefed and justified upon filing of a formal motion in accordance with the Preliminary Approval Order. The Settlement will remain fully effective even if the Court awards less than the amount requested.

As stated in the Settlement Agreement and Long Notice, Settlement Class Counsel will seek total fees and expenses of no more than \$503,500. SA §§ III.7.1 & 7.2; SA at Exhibit B (Long Notice). This amount represents 33.57% of the \$1,500,000 Aggregate Cap, and approximately 23.54% of the maximum total value of the proposed Settlement (\$1,500,000 in class relief, up to \$503,500 in fees and expenses, up to \$45,000 in Service Awards, plus notice

and administration costs (which will not be known until the notice and administration process is complete, but is currently estimated at approximately \$90,000)). These percentages are consistent with those commonly approved by North Carolina federal district courts in other class actions, and reflect the years-long effort to litigate this case. *See, e.g., McIntyre v. Chelsea Therapeutics International, Ltd.*, No. 3:12-cv-00213 (W.D.N.C. Sept. 19, 2016), ECF No. 146 (awarding 33.30%); *Caplin v. Trans1, Inc.*, No. 7:12-cv-00023 (E.D.N.C. Nov. 19, 2018), ECF No. 129 (awarding 30%); *Phillips v. Triad Guar. Inc.*, No. 1:09-cv-00071 (M.D.N.C. May 9, 2016), ECF No. 147 (awarding 30%). The fee and expense structure therefore weighs in favor of preliminary approval.

Agreements required to be identified: In addition to the Settlement Agreement, the Settling Parties have entered into a Confidential Supplemental Agreement Regarding Opt-Out Termination Right. SA §§ III.4.4 & 9.5. This agreement provides specific options to terminate the Settlement if the percentage of Settlement Class Members who timely request exclusion exceeds a confidential number. As is common in class action settlements, such agreements are kept confidential to avoid incentivizing claimants from leveraging the opt-out threshold to seek disproportionate individual settlements at the expense of the broader class. *See, e.g., In re HealthSouth Corp. Sec. Litig.*, 334 Fed. Appx. 248, 250 n.4 (11th Cir. 2009) (“The threshold number of opt outs required to trigger the blow provision is typically not disclosed and is kept confidential to encourage settlement and discourage third parties from soliciting class members to opt out.”). Pursuant to its terms, the supplemental agreement may be submitted to the Court under seal or for in camera review on request.

4. The Proposed Settlement Treats Class Members Equitably.

The proposed Settlement “treats class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(D). The \$5,000 Individual Cap and any pro rata reduction apply to everyone alike. SA §§ III.1.4 & 1.5. Moreover, every Settlement Class Member’s payment is set by the same formula. Every Wrongful Arrest Settlement Class member earns the same amount (\$2,800 per wrongful arrest). For the Overdetention Settlement Class, every member receives a \$500 base payment, plus an additional \$350 per hour of detention that exceeds a certain threshold based on the applicable release triggering event. For releases on a bond or written promise to appear, Overdetention Settlement Class members are eligible for the \$350 hourly payment after their detention exceeds 13 hours, and for releases on dismissals of criminal charges, after their detention exceeds 20 hours. Overdetention Settlement Class members are thus treated equally except for the threshold requirement for additional hourly compensation. These thresholds were calculated based on practical differences in the release processes for the two groups and the corresponding likelihood of when the eCourts software could have affected release times.

The Settlement recognizes the efforts of the nine named Plaintiffs with claims against Defendant Tyler by permitting them to request a Service Award of up to \$5,000 each (for a maximum total of \$45,000). SA § III.7.3. But the Service Awards do not amount to improper preferential treatment. Service awards “are ‘fairly typical in class action cases.’” *Berry v. Schulman*, 807 F.3d 600, 613 (4th Cir. 2015) (quoting 4 William B. Rubenstein et al., *Newberg on Class Actions* § 11:38 (4th ed. 2008)). They are “intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general.” *Id.* (approving a service award of \$5,000 per class representative).

Like in *Berry*, a Service Award of up to \$5,000 per representative is reasonable here. The awards are paid separately and do not reduce class relief, and they were negotiated after all other material terms had been established. SA § III.7.3. More importantly, the Settlement Class would not have achieved this significant recovery without the active participation of the named Plaintiffs. They devoted substantial time and effort to this litigation. Seven of the nine named Plaintiffs were deposed, and each assisted in the prosecution of this action for several years, including many meetings with undersigned counsel and significant participation in pre-suit fact investigations, complaint filings, document and fact discovery, and deposition preparation.⁷ The Service Awards are justified given the named Plaintiffs' extensive and years-long involvement in this case.

In sum, for purposes of preliminary approval, the Court will likely be able to grant final approval of the Settlement under the Rule 23(e)(2) factors as discussed above.

c. The Court “Will Likely Be Able” to Certify the Proposed Settlement Classes Under Rule 23(e)(1)(B)(ii).

The parties propose two distinct classes for purposes of settlement only (referenced together in the Settlement Agreement as a single “Settlement Class”): the Overdetention Settlement Class, and the Wrongful Arrest Settlement Class. SA § II.38; *see also supra*. The Court will be able to certify both proposed Settlement Classes because they meet the requirements of Rules 23(a) and 23(b)(3).⁸

⁷ Two named Plaintiff depositions were postponed once the Settling Parties reached a settlement in principle, but those two Plaintiffs still prepared for their depositions.

⁸ Defendant Tyler does not contest class certification for purposes of settlement. Defendant Tyler has further advised that it reserves all rights to oppose class certification should the Settlement not be finalized.

1. Numerosity – Rule 23(a)(1)

Each Settlement Class is “so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). No specific numerical threshold is required; each case must be specifically examined. *Gen. Tel. Co. of the Nw., Inc. v. EEOC*, 446 U.S. 318, 330 (1980). However, “a class of 40 or more members raises a presumption of impracticability of joinder based on numbers alone.” *In re Zetia (Ezetimibe) Antitrust Litig.*, 7 F.4th 227, 234 (4th Cir. 2021) (quoting 1 Newberg on Class Actions § 3:12 (5th ed. 2021)).

The existing Court record shows that each Settlement Class readily meets that threshold, even before accounting for statewide reach. In the first month after eCourts launched in Mecklenburg County in October 2023, nearly 70 people were allegedly held in custody after satisfying their conditions of release. ECF No. 101 at 2 (attaching spreadsheet of detainees compiled by Mecklenburg County public defenders). Within months of the four-county pilot launch in February 2023, the North Carolina Administrative Office of the Courts believed that release orders for 179 warrants were “inadvertently deleted,” exposing people with resolved warrants to re-arrest. ECF No. 152 at ¶ 65 (Third Amended Complaint). The seven named Wrongful Arrest Settlement Class plaintiffs alone were arrested on allegedly erroneous warrants in just three counties: Wake, Johnston and Gaston Counties. *Id.* at ¶¶ 103-77.

These figures come from a handful of counties over short periods just after the eCourts software launched. The Settlement Classes are broader. Each covers more than three years of detentions and arrests in every North Carolina county (the software is now live statewide). It is reasonable to infer that each class numbers at least in the hundreds, and at minimum satisfies the presumptive threshold of 40 members. Numerosity is satisfied for both Settlement Classes.

2. Commonality – Rule 23(a)(2)

Rule 23(a)(2) is satisfied because this action presents “questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). Commonality means that the class members’ claims “depend on a common contention” of law or fact, such that “determination of its truth or falsity will resolve an issue that is central to the validity of . . . the claims in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011). “[E]ven a single common question will do.” *Id.* at 359 (cleaned up). The commonality requirement, therefore, “is not demanding” and “relatively easy to satisfy.” *Tatum v. R.J. Reynolds Tobacco Co.*, 254 F.R.D. 59, 64 (M.D.N.C. 2008) (cleaned up). Commonality is easily satisfied here because there are many issues common to the proposed Settlement Classes. Among them are:

- Whether Defendant Tyler owed a duty of care to the proposed Settlement Classes and, if so, whether it breached said duty.
- Whether eCourts contained material defects.
- Whether any such defects caused putative class members to be overdetained or wrongfully arrested.
- Whether Defendant Tyler had a duty to enact (and did enact) adequate safeguards to prevent the risk of harm attendant with designing and implementing eCourts, and whether those risks were obvious or known.

These questions pervade this case, and their answers are subject to common proof apt to drive resolution of the litigation for all putative class members.

3. Typicality – Rule 23(a)(3)

Rule 23(a)(3) is satisfied because the Settlement Class Representatives’ claims “are typical of the claims” of the Settlement Classes. Fed. R. Civ. P. 23(a)(3). Typicality “is met where the claims asserted by the named plaintiffs arise from the same course of conduct and are based on the same legal theories as the claims of the unnamed class members.” *Clark v. Duke*

Univ., No. 1:16-CV-1044, 2018 WL 1801946, at *5 (M.D.N.C. Apr. 13, 2018). The claims of the named representatives and the other members of the class need not be “perfectly identical or perfectly aligned,” so long as the representatives’ pursuit of their own interests “simultaneously tend[s] to advance the interest of the absent class members.” *Deiter v. Microsoft Corp.*, 436 F.3d 461, 466-67 (4th Cir. 2006).

Here, the Plaintiffs and Settlement Class Members all allege they were injured due to the same course of conduct: the design and implementation of the eCourts software in North Carolina. Plaintiffs and Settlement Class Members also allege the same injuries: detentions for more than six hours after entitlement to release from custody (Overdetention Settlement Class), or wrongful arrests subject to legally invalid warrants (Wrongful Arrest Settlement Class). The named Plaintiffs’ claims have the same essential characteristics of the Settlement Classes they seek to represent. Typicality is satisfied.

4. Adequacy – Rule 23(a)(4)

Rule 23(a)(4)’s “adequacy” requirement is met when the proposed class representatives “will fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). The named Plaintiffs and Settlement Class Counsel easily meet this standard for the reasons set forth above in Part I.b.1.

5. Predominance and Superiority – Rule 23(b)(3)

Finally, Rule 23(b)(3) requires that “questions of law or fact common to class members predominate over any questions affecting only individual members,” and that “a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). Both requirements are met.

Predominance: “The predominance inquiry ‘asks whether the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation-defeating, individual issues.’” *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453 (2016) (quoting 2 W. Rubenstein, *Newberg on Class Actions* § 4:49, pp. 195-96 (5th ed. 2012)). In other words, it “tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation.” *Amchem*, 521 U.S. at 623.

The Settlement Classes are cohesive. On behalf of both classes, the named Plaintiffs assert a single claim against Defendant Tyler for negligence. That claim alleges a common injury (the unlawful loss of liberty) with a common alleged cause (the design and implementation of eCourts). At bottom, the claim turns on the common questions identified above, *see* Part I.c.2, *supra*, including whether the software contained material defects that led to alleged overdetections and wrongful arrests. These common questions are at the heart of this case and predominate over individual issues. Predominance is satisfied.

Superiority: To determine whether a class action is the superior method for adjudicating a controversy, courts consider several factors:

- (A) The class members’ interests in individually controlling the prosecution or defense of separate actions;
- (B) The extent and nature of any litigation concerning the controversy already begun by or against class members; and
- (C) The desirability or undesirability of concentrating the litigation of the claims in the particular forum.

Fed. R. Civ. P. 23(b)(3)(A)-(C).⁹

⁹ There is a fourth factor: “the likely difficulties in managing a class action.” Fed. R. Civ. P. 23(b)(3)(D). But when certifying a settlement-only class, the Court “need not inquire whether the case, if tried, would present intractable management problems, . . . for the proposal is that there be no trial.” *Amchem*, 521 U.S. at 620 (internal citation omitted).

Each factor supports certification. Given the complexity of the legal issues and the relatively small value of individual claims, putative class members are unlikely to have an interest in prosecuting separate actions; counsel is unaware of any related actions seeking recovery for Settlement Class Members; and the resolution of this case in one judicial proceeding, especially now that a settlement has been reached, is far preferable, for all parties involved, than piecemeal litigation in this and other courts.

In sum, for purposes of preliminary approval, the Court will be able to certify the proposed Settlement Classes under Rule 23(a) and Rule 23(b)(3) as discussed above.

II. THE PROPOSED NOTICE TO SETTLEMENT CLASS MEMBERS IS APPROPRIATE.

Finally, the form and content of the proposed class notice should be approved because they meet the requirements of due process and the Federal Rules of Civil Procedure.

Before issuing final approval of a class settlement, “[t]he court must direct notice in a reasonable manner to all class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1). Where the settlement class is certified pursuant to Rule 23(b)(3), the notice must also be the “best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). The notice provided to class members should “clearly and concisely state in plain, easily understood language” the nature of the action; the class definitions; the class claims, issues or defenses; that the class member may appear through counsel; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on class members. *Id.*

The proposed Long Notice satisfies these requirements. *See* SA Exhibit B (Long Notice). The Long Notice also describes the terms of the proposed Settlement, including the amount,

timing and method of benefit payments; provides contact information for Settlement Class Counsel; and identifies the fees and expenses that Settlement Class Counsel will seek from the Court. *Id.* The Long Notice further discloses the time and place of the Final Approval Hearing and the procedures for seeking exclusion from or objecting to the Settlement. *Id.* The parties also propose a Short Notice that includes many of these requirements in abbreviated form. *See* SA Exhibit A (Short Notice).

Notice will be distributed to Settlement Class Members by publication. In this case, after careful discussion and consideration, the Settling Parties agree that notice by publication provides the “best notice that is practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B); SA § III.2.5.6.¹⁰

The notice program will be executed by Kroll Settlement Administration LLC (“Kroll”), a leading independent settlement and claims administrator. SA § II.7. Kroll will implement a multi-channel notice program designed to reach at least 70% of Settlement Class Members. SA § III.2.5.6; **Attachment 3** (Kroll Declaration). This percentage falls within the range the Federal Judicial Center considers reasonable. *See* Fed. Judicial Ctr., Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide 3 (2010) (“It is reasonable to reach between 70-95%.”). The notice program includes:

1. Publication of the Short Notice in seven newspapers covering every region of the State (*Asheville Citizen Times*, *Charlotte Observer*, *Fayetteville Observer*,

¹⁰ The Settling Parties agree that direct mail notice is not practical under the circumstances and would require substantial and untenable cost and burden. SA § III.2.5.6. For instance, identifying all members of the the Overdetention Settlement Class would require obtaining release records for every individual detained in every North Carolina county jail during the relevant period, and comparing those records with disposition records available on eCourts. Such a costly and burdensome process would undermine the efficiencies this Settlement is intended to achieve.

Greensboro News & Record, Raleigh News & Observer, Wilmington Star News, and Winston-Salem Journal);

2. Targeted digital advertising through inventory exchanges, Google channels and Meta social media platforms; and
3. Distribution of a press release over PR Newswire's North Carolina Newswire.

SA §§ III.2.5.1-2.5.7.

Kroll will establish a Settlement Website providing general settlement information and downloadable PDF versions of the Short Notice, Long Notice, Claim Forms, Preliminary Approval Order, Settlement Agreement, operative Complaint and other materials agreed upon by the Settling Parties or required by the Court. SA §§ III.2.4 & 2.5.2. Claimants will be able to submit the Claim Forms and supporting documents electronically through the Settlement Website. SA § III.2.4; SA Exhibit C (Overdetention Claim Form); SA Exhibit D (Wrongful Arrest Claim Form). Kroll's targeted digital advertising will permit viewers to access a link that takes them directly to the Settlement Website. SA § III.2.5.3. The Short Notice, Long Notice and Settlement Website will include a toll-free number for contacting Kroll with questions or to request paper copies of the Claim Forms which may be submitted by mail. SA §§ III.2.5.5 & 2.6. Kroll will maintain the Settlement Website, marketing efforts and toll-free number for the full claims period of 120 days.

The form and notice of the proposed notice program described above satisfy all applicable requirements.

III. PROPOSED SCHEUDLE OF SETTLEMENT EVENTS

In the event the Court grants preliminary approval, Settlement Class Counsel respectfully propose the schedule in the accompanying proposed order for settlement-related events. The

timing of each event is determined by the date the Preliminary Approval Order is entered and the date of the Final Approval Hearing. *See Attachment 4* (proposed preliminary approval order).

CONCLUSION

Plaintiffs respectfully request that the Court grant this unopposed motion for preliminary approval of the Settlement, approve the form and proposed manner of class notice, and schedule a hearing for final approval consistent with the timeframes set forth in the Settlement Agreement.

* * * Signature Block Appears on Next Page * * *

This the 26th day of October, 2026.

/s/ Gagan Gupta

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CERTIFICATE OF WORD COUNT

I certify that the foregoing complies with all style and word-count requirements set forth in the Local Rules, including Local Civil Rule 7.3(d)(1). Specifically, the brief does not exceed 6,250 words, as reported by our word-processing software.

This the 26th day of October, 2026.

/s/ Gagan Gupta

Gagan Gupta (NCSB #: 53119)

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing was electronically filed using the Court's CM/ECF system, which will automatically notify all counsel of record.

This the 26th day of October, 2026.

/s/ Gagan Gupta

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