Exhibit A1

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

TIMIA CHAPLIN; KEVIN SPRUILL; ROTESHA MCNEIL; QIANA ROBERTSON; YOUSEF JALLAL; MESSIEJAH BRADLEY; PAULINO CASTELLANOS; ROBERT LEWIS; and ALLEN SIFFORD, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

WILLIE R. ROWE, in his official capacity as the Sheriff of Wake County; BRIAN ESTES, in his official capacity as the Sheriff of Lee County; THE OHIO CASUALTY INSURANCE COMPANY, as surety for the Sheriff of Wake County and as surety for the Sheriff of Lee County; TYLER TECHNOLOGIES, INC.; NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS; RYAN BOYCE, in his official capacity as the Executive Director of the North Carolina Administrative Office of the Courts; BRAD FOWLER, in his official capacity as the eCourts Executive Sponsor and Chief Business Officer of the North Carolina Administrative Office of the Courts; BLAIR WILLIAMS, in his official capacity as the Wake County Clerk of Superior Court; SUSIE K. THOMAS, in her official capacity as the Lee County Clerk of Superior Court; JOHN DOE SURETY, as the surety for the Wake County Clerk of Superior Court and the Lee County Clerk of Superior Court; and DOES 1 THROUGH 20, INCLUSIVE,

Defendants.

FIRST AMENDED COMPLAINT – CLASS ACTION

JURY TRIAL DEMANDED

I. NATURE OF THE CASE

1. As North Carolina transitions its court systems from paper to digital, hundreds of people have been unlawfully detained.

2. There is broad support for modernizing the state's court system. But the rollout of "eCourts" across the state has been at the expense of North Carolinians' constitutional and other legal rights.

3. As detailed herein, the eCourts launch has caused people to spend days or weeks longer than necessary in jail. Others have been arrested multiple times on the same warrant—even after their charges have been dismissed by a judge.

4. These and other violations were foreseeable. Over the last decade, similar software implementations by Defendant Tyler Technologies, Inc. ("Tyler Technologies") led to well-documented cases of overdetention, wrongful arrest, and the like. Defendants were aware that the same thing could happen here. But they forged ahead without any failsafe or alternative in place.

5. Defendants even continued the rollout and adoption of eCourts after they were made aware that violations had occurred and would continue, evidencing reckless and intentional disregard for the rights of our state's citizenry.

6. This class action seeks to remedy past harms and—as eCourts is soon expected to be fully implemented in North Carolina's remaining counties—prevent future violations.

II. JURISDICTION

7. This Court has original subject-matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1343(a) because the claims asserted by Plaintiffs arise under the laws of the United States

and seek redress for rights guaranteed by the United States Constitution and deprived under color of state law.

8. Plaintiff further invokes this Court's supplemental jurisdiction pursuant to 28 U.S.C. § 1367 over any and all North Carolina state law claims and causes of action which derive from the same nucleus of operative facts and are part of the same case or controversy that gives rise to the federally based claims and causes of action.

9. This Court also has subject-matter jurisdiction over claims asserted by Plaintiffs and the Class pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d)(2), because this is a class action filed on behalf of a North Carolina statewide class under Rule 23 of the Federal Rules of Civil Procedure; there are likely hundreds of proposed class members; the aggregate amount in controversy exceeds $5,000,000, exclusive of interest and costs; and at least one member of the class of plaintiffs is a citizen of a state different from that of Defendant Tyler Technologies, Inc.

10. Pursuant to Rule 4 of the Federal Rules of Civil Procedure, personal jurisdiction over Defendant Tyler Technologies, Inc., is conferred upon and vested in this Court by virtue of N.C. Gen. Stat. § 1-75.4(1)(d), as Tyler Technologies is engaged in substantial activity within North Carolina.

III. VENUE

11. Venue is proper in this District pursuant to 28 U.S.C. § 1391.

IV. PARTIES

12. Defendant Willie R. Rowe ("Sheriff Rowe") is the elected Sheriff of Wake County, North Carolina, and is sued in his official capacity as the Sheriff of Wake County.

13. Defendant Sheriff Rowe is charged by statute with control and operation of the Wake County Sheriff's Office, including policymaking, training and supervision relating to the employees of the Wake County Sheriff's Office.

14. Defendant Sheriff Rowe is further responsible for the care and custody of Wake County's detention facilities. The Wake County Sheriff's Office Detention Division manages two detention facilities which house adult detainees in Wake County. The Wake County Detention Center is located at 3301 Hammond Road, approximately halfway between the cities of Raleigh and Garner. The second facility is located at the John H. Baker Jr. Public Safety Center at 330 South Salisbury Street in downtown Raleigh.

15. Defendant Sheriff Rowe oversees the Judicial Services division of the Wake County Sheriff's Office. The Judicial Services Division is tasked with protecting the Wake County Justice Center and Courthouse and is responsible for ensuring that court papers are properly issued and that court cases are processed efficiently.

16. The Judicial Services Division also houses the Warrant unit. This unit is responsible for all criminal process including the issuance of criminal warrants. This unit also processes judicial orders pertaining to criminal summons, restraining orders and warrant services.

17. Defendant Sheriff Rowe, through Wake County, had, at the time of Plaintiffs' unlawful detentions, waived governmental or sovereign immunity from the state law tort claims in this case pursuant to N.C.G.S. § 153A-435, either by participating in a government risk pool or through purchasing commercial insurance that will indemnify him and his agents for any judgment against him or his agents named in this action. Defendant Sheriff Rowe has also waived immunity for the independent reason that he purchased an official bond.

18. Defendant Brian Estes ("Sheriff Estes") is the elected Sheriff of Lee County, North Carolina, and is sued in his official capacity as the Sheriff of Lee County.

19. Defendant Sheriff Estes is charged by statute with control and operation of the Lee County Sheriff's Office, including policymaking, training and supervision relating to the employees of the Lee County Sheriff's Office.

20. Defendant Sheriff Estes is further responsible for the care and custody of Lee County's detention facilities.

21. Upon information and belief, Defendant Sheriff Estes oversees the Judicial Services division of the Lee County Sheriff's Office. Upon information and belief, the Judicial Services Division is tasked with protecting the Lee County Justice Center and Courthouse and is responsible for ensuring that court papers are properly issued and that court cases are processed efficiently.

22. Upon information and belief, the Judicial Services Division also houses the Warrant unit. This unit is responsible for all criminal process including the issuance of criminal warrants. This unit also processes judicial orders pertaining to criminal summons, restraining orders and warrant services.

23. Defendant Sheriff Estes, through Lee County, had, at the time of Plaintiffs' unlawful detentions, waived governmental or sovereign immunity from the state law tort claims in this case pursuant to N.C.G.S. § 153A-435, either by participating in a government risk pool or through purchasing commercial insurance that will indemnify him and his agents for any judgment against him or his agents named in this action. Defendant Sheriff Estes has also waived immunity for the independent reason that he purchased an official bond.

24. Defendant The Ohio Casualty Insurance Company, as surety for the Sheriff of Wake County and as surety for the Sheriff of Lee County, is named as a party to this action as the entity from whom Defendant Sheriff Rowe and Defendant Sheriff Estes purchased their respective surety bonds pursuant to N.C.G.S. §§ 58-76-5 and 162-8. Because Sheriff Rowe and Sheriff Estes are covered by surety bonds, they both have waived immunity.

25. Defendant Tyler Technologies, Inc., is a corporation organized under the laws of Delaware, with its principal place of business located at 5101 Tennyson Parkway, Plano, Texas 75024. Defendant Tyler Technologies, Inc. is a citizen of Texas.

26. Defendant Ryan Boyce ("Director Boyce") is the Executive Director of the North Carolina Administrative Office of the Courts ("NCAOC"). Defendant Director Boyce is sued in his official capacity.

27. Defendant Brad Fowler is employed as the eCourts Executive Sponsor and Chief Business Officer of the North Carolina Administrative Office of the Courts. Defendant Fowler is sued in his official capacity.

28. Blair Williams ("Clerk Williams") is the elected Wake County Clerk of Superior Court. Clerk Williams is sued in his official capacity.

29. Susie K. Thomas ("Clerk Thomas") is the elected Lee County Clerk of Superior Court. Clerk Thomas is sued in her official capacity.

30. Defendant John Doe Surety, as surety for the Wake County Clerk of Superior Court and as surety for the Lee County Clerk of Superior Court, is named as a party to this action as the entity from whom Clerk Williams and Clerk Thomas purchased their respective surety bonds. Because Clerk Williams and Clerk Thomas are covered by surety bonds, they both have waived immunity.

31. All named Plaintiffs are domiciled in North Carolina.

32. Named Plaintiff Timia Chaplin is a resident of Wake County.

33. Named Plaintiff Rotesha McNeil is a resident of Wake County.

34. Named Plaintiff Messiejah Bradley is a resident of Wake County.

35. Named Plaintiff Yousef Jallal is a resident of Wake County.

36. Named Plaintiff Kevin Spruill is a resident of Wake County.

37. Named Plaintiff Qiana Robertson is a resident of Wake County.

38. Named Plaintiff Robert Lewis is a resident of Guilford County.

39. Named Plaintiff Allen Sifford is a resident of Mecklenburg County.

40. Named Plaintiff Paulino Castellanos is a resident of Lee County.

V. FACTUAL BACKGROUND

A. North Carolina looks to modernize its antiquated court system.

41. Well into the digital age, North Carolina's courts were stuck in the past.

42. Back in 1996, the state's courts were deemed "at least 10-15 years behind in the use of information technology." *See* Commission for the Future of Justice and the Courts in North Carolina, *Without Favor, Denial or Delay: A Court System for the 21st Century* 57 (Dec. 1996), bit.ly/44lAbjx.

43. Everything depended on paper. In most counties, "thick manila files [were] moved from place to place, with information manually added time and again." *Id.* There were "multiple opportunities for error" and "few for the useful exchange of information." *Id.* Citizens viewed the courts "as slow and inefficient." *Id.* And lawyers of all stripes longed for "the tools they need[ed] to do their jobs better." *Id.*

44. Two decades later, little had changed. The federal courts had long-since implemented digital filing and recordkeeping. But in North Carolina, modernization efforts were piecemeal. And those technologies that were adopted soon "aged to the point that the skills required to maintain them ha[d] become scarce." NCCALJ Technology Committee, *eCourts Strategic Technology Plan* 1 (Sept. 29, 2016), bit.ly/3VdYeMV (a true and correct copy is attached hereto as **Exhibit A**).

45. So in September 2015, Chief Justice Mark Martin convened the North Carolina Commission on the Administration of Law and Justice (the "Commission").

46. The Commission was asked to review North Carolina's court system and make recommendations for its improvement, including by way of technology.

47. By that time, many of North Carolina's peer states had deployed Integrated Case Management Systems ("ICMS")—single-source, digital applications used to manage all aspects of court administration.

48. Based on its review, the Commission advised that North Carolina's court system likewise adopt an ICMS. Specifically, the Commission recommended procuring an ICMS that would, among other capabilities:

a. enable fully electronic case processing "from initiation through dismissal";

b. move the state's courts away from paper recordkeeping; and

c. operate seamlessly with secondary applications used for warrants and other criminal processes. *See id.* at 25-26 (**Exhibit A**).

49. The Commission concluded its work in July 2017.

50. Then, in early March 2018, the North Carolina Administrative Office of the Courts ("NCAOC") announced that the state's Judicial Branch would partner with the National Center for State Courts to draft a Request for Proposal ("RFP") for an ICMS.

51. Between March and May 2018, the RFP team held meetings across the state with clerks, judges, magistrates, sheriffs, chiefs of police, attorneys, and other stakeholders.

52. Based on those meetings, the team developed a "final RFP" document, which included more than 300 pages of detailed business and technical requirements for any ICMS.

53. The finalized RFP was posted to the public in August 2018, with vendor submissions due in October 2018.

54. On information and belief, at least seven vendors submitted proposals in response to the RFP.

55. After the submission deadline, and through November 2018, a Vendor Selection Committee (the "Selection Committee") evaluated the proposals.

56. Finalist vendors were invited to give demonstrations to the Selection Committee in December 2018.

57. The Selection Committee ultimately recommended that NCAOC partner with Defendant Tyler Technologies to implement an ICMS.

58. In doing so, however, the Selection Committee advised NCAOC to investigate certain legal claims against and involving Tyler Technologies before making any binding commitments.

B. NCAOC contracts with Tyler Technologies for an ICMS and other software applications.

59. On June 7, 2019, NCAOC Interim Director McKinley Wooten signed a $100 million contract with Tyler Technologies for a package of new software applications.[1] The package is referred to as "eCourts."

60. Under the terms of the contract, Tyler Technologies agreed to:

a. develop eWarrants—an online warrant repository bespoke to North Carolina;

b. implement an ICMS—known by the shorthand "Odyssey"—that would allow courts to electronically process and manage all case types;

c. host its software in the cloud, thereby allowing NCAOC to retire its own mainframe; and

d. respond to incidents and timely resolve defects in its systems.

61. The contract stated that "Tyler warrants that the Tyler Software [eCourts] will perform without Defects during the [contract] term." *See* **Exhibit B** at 1.

62. The contract anticipated that the configuration and statewide rollout of eCourts will take approximately five years.

63. eWarrants was implemented statewide in July 2022, prior to the adoption of Odyssey. eWarrants was intended to maintain detailed information about magistrate and other judicial orders, criminal summonses, orders for arrest, release orders and appearance bonds. But problems with eWarrants delayed the statewide launch date by more than a year. As the Mecklenburg County chief information officer stated publicly, "Tyler Technologies continued to

[1] A copy of the "top sheet" portion of the contract is attached hereto as **Exhibit B** (redactions were in original).

struggle with several defects pushing the [launch] date for eWarrants back." Michelle Boudin, *'It's kind of like the rapture'; Concerns ahead of changes at the courts*, WCNC Charlotte (Feb. 8, 2023), https://bit.ly/3QJiFkt.

64. Odyssey has been rolled out in stages, beginning with four "pilot counties" and to be followed by all other counties in grouped "tracks/phases." The four pilot counties were: Wake County, Lee County, Harnett County, and Johnston County. A fifth county, Mecklenburg, launched eCourts on October 9, 2023.

65. By rule, when Odyssey is implemented in any given county, attorneys *must* file pleadings and other documents through Odyssey. There is no exception to this requirement. And barring "exceptional circumstances," courts must sign and file orders, judgments, decrees, and other documents through Odyssey. *See* General Rules of Practice for the Superior and District Courts, Rules 5(b)(2), (8) (codified Feb. 13, 2023), bit.ly/3omanDs.

C. eCourts launches in four pilot counties—and is quickly found defective.

66. After several delays, eCourts launched in the pilot counties of Wake, Lee, Harnett, and Johnston on February 13, 2023.

67. Judges and court staff—who worked diligently to prepare for the transition—expressed serious reservations before the launch.

68. To assuage their concerns, Chief Justice Newby circulated an email on February 10, 2023. "Obedience is ours," he wrote, but "outcomes belong to the Lord." Travis Fain and Matt Talhelm, *Judicial officials call for patience, prayers as electronic court filing system launches*, WRAL (Feb. 16, 2023), bit.ly/3N7y9Ny.

69. And on February 16, 2023, then-NCAOC Director Andrew Heath characterized the launch as "squarely within the bounds of what [he] would consider a successful rollout." *Id.*

70. However, it soon became clear that eCourts was besieged by defects.

71. Between February 13, 2023 and April 21, 2023, NCAOC logged (and reported to Tyler Technologies) more than 573 software application defects. The defects ranged "from minor configuration issues to errors within application processes that cause significant system latency." Ryan Boyce, *Letter in Response to Representative Reives* 3-4 (April 21, 2023). A true and correct copy of Mr. Boyce's letter is attached hereto as **Exhibit C**.

72. NCAOC also identified "several high priority defects that must be resolved prior to further expansion." *Id.* (**Exhibit C**).

73. Issues with eCourts were so significant that Harnett County suspended nearly all district court proceedings for a week.

74. In June of 2023, nearly five months into the eCourts rollout, NCAOC staff held a meeting to discuss an "Urgent Warrant Resets Correction."

75. Internal NCAOC email correspondence shows that release orders for 179 warrants were "inadvertently deleted," leaving them in an unserved status.

76. This meant that individuals who had cleared warrants, or posted bond and been released from jail, were now subject to re-arrest.

D. eCourts expands into Mecklenburg County.

77. In light of these problems, the next phase of the eCourts rollout—into Mecklenburg County—was delayed several times, purportedly until proposed "resolutions" to system defects could be "validated." *Id.* (**Exhibit C**).

78. But eventually, eCourts launched in Mecklenburg County on October 9, 2023.

79. Even with the benefit of the Pilot Counties' experiences, issues remain.

80. For example, a known "integration issue" between eWarrants and Odyssey has caused many criminal defendants to be "held in custody despite meeting the conditions of release." Indeed, since October 13, 2023, Tyler Technologies has provided NCAOC with a "daily report of integration failures," which clerks and magistrates must then manually correct. *See* Honorable Elizabeth Thornton Trosch, Chief District Court Judge, *Email regarding Procedure For Reconciling Bond Update Discrepancies Between eWarrants and Odyssey* (Oct. 17, 2023). A true and correct copy of Chief Judge Trosch's email is attached as **Exhibit D**.

81. During the first four days following the launch of eCourts in Mecklenburg County, and due to these technological defects, approximately 66 people were detained well beyond the point their conditions of release were satisfied. Prior to eCourts, it would take, upon information and belief, anywhere from 2-4 hours for a detainee in Mecklenburg County to be released; but after eCourts, some people were held for 2-3 *days* despite having satisfied all conditions imposed on them by the justice system.

E. Problems with eCourts were foreseeable, but Defendants moved forward anyway.

82. The impact of these defects is still being understood.

83. But already—and as Plaintiffs' experiences demonstrate—due to the eCourts transition, some individuals are spending days or weeks longer than necessary in jail, in violation of their legal rights.

84. Other individuals have been arrested multiple times on the same warrant—sometimes even after their charges have been dismissed by a judge.

85. Still others have been denied the opportunity to post bond by virtue of being in an Odyssey county.

86. These harms were foreseeable:

a. In 2011, Ector County, Texas experienced significant problems during its Odyssey rollout. The defects were so significant that the county withheld payment from Tyler Technologies.

b. That same year, Merced County, California experienced a breakdown in communications between its criminal court and its jail after adopting Odyssey.

c. In 2014, Cameron County, Texas struggled to track inmates in its jails after transitioning to Odyssey.

d. In 2016, public defenders in Alameda County, California identified dozens of cases in which individuals had been wrongfully arrested; detained when they should have been released; or incorrectly told that they should register as sex offenders. The problems were so significant that Alameda opted not to use Odyssey for its civil, probate, or family matters. *See* Elizabeth Joh, *Wrongful arrest by software*, Slate (Dec. 13, 2016), bit.ly/40vAJjn.

e. Likewise, a 2016 class action against Shelby County, Tennessee officials, Tyler Technologies, and others alleged that a transition to Odyssey led to overdetention, wrongful arrest, and other harms. That case, which was pending during North Carolina's RFP process, settled in 2021 for a significant sum.

f. In 2021, Lubbock County, Texas officials admitted that the county's switch to Odyssey had caused people to be detained longer than necessary.

Camelia Juarez, *Indigent clients held in jail without charges during Lubbock County software transition*, KCBD-11 (Nov. 11, 2021), bit.ly/44leWxW.

g. And last year—just months before eCourts launched in North Carolina—Marion County, Indiana settled a class action after its sheriff acquired a jail-management software that was incompatible with Odyssey. The software mismatch allegedly caused more than 13,400 individuals to be detained for more than 12 hours after the entry of a release order or the payment of a bond.

87. Based on the above, Defendants knew or should have known that, if implemented without due care, eCourts could lead to unlawful detentions and unlawful arrests, among other violations of North Carolinians' constitutional and other legal rights.

88. Nonetheless, Defendants hastily forged ahead with the eCourts roll-out—insisting that attorneys, judges, and court staff utilize the software even as defects were known and should have been known.

89. The named Plaintiffs' experiences show how "minor configuration issues" can have real consequences.

Wake County Plaintiffs

F. Plaintiff Kevin Spruill

90. Kevin Spruill was arrested pursuant to a warrant on February 11, 2023, for allegedly obtaining property under false pretenses.

91. He appeared before a Wake County judge on February 15, 2023, and posted bond.

92. Nevertheless, the warrant for his arrest remained as marked "active" in eWarrants.

93. On March 4, 2023, a Wake County police officer saw the warrant and pulled Mr. Spruill over.

94. Mr. Spruill was handcuffed and held in the officer's car.

95. Mr. Spruill produced his release paperwork, which proved that the warrant was no longer valid.

96. The officer contacted the Wake County Sheriff's Office to update the system and confirm the warrant was not valid.

97. The officer then released Mr. Spruill.

98. When Mr. Spruill appeared for his next court date on March 8, 2023, however, he was arrested again on the same warrant by a deputy from the Wake County Sheriff's Department.

99. Mr. Spruill was shackled and placed in a holding cell based on the purportedly active warrant despite the fact that the warrant had been resolved, as reported by the police officer to the Wake County Sheriff's Department.

100. Mr. Spruill again provided his release paperwork to prove that he his warrant was cleared.

101. Mr. Spruill was released once his file was reviewed by the Wake County Sheriff's Office and the Wake County Clerk of Court and updated in eCourts.

102. After being unlawfully detained twice, Mr. Spruill's charges were dismissed.

G. Plaintiff Timia Chaplin

103. On November 23, 2022, Timia Chaplin was criminally charged in Wake County.

104. On December 13, 2022, Ms. Chaplin was called to Wake County district court, but failed to appear. The district court then issued a warrant for failure to appear.

105. On March 4, 2023, Ms. Chaplin was arrested for failing to appear and released on bond.

106. On March 16, 2023, Ms. Chaplin was present for a rescheduled court date and appeared in district court. During the hearing, the charges against her were dismissed including the warrant for failure to appear. Her case was designated in Odyssey as "resolved."

107. However, on April 9, 2023, Ms. Chaplin was arrested a second time on the same failure-to-appear warrant, even though her case had been dismissed.

108. Ms. Chaplin was rearrested because, although her case had been "resolved," Odyssey did not communicate that resolution to eWarrants, in contravention of the software's intended design. As a result, an arrest warrant remained outstanding for Ms. Chaplin nearly a month after her case had been dismissed. Had Odyssey properly communicated to eWarrants that Ms. Chaplin's warrant was resolved and no longer outstanding—or if the arresting officer were properly trained on where to learn this fact—the arresting officer would not have detained Ms. Chaplin.

109. Ms. Chaplin still does not know for sure whether the warrant has been fully expunged from eWarrants and related systems.

110. In fact, on or about April 17, 2023, Ms. Chaplin was subject to a traffic stop for an unrelated violation. During this stop she asked the officer to check whether any warrants remained outstanding against her. The officer investigated and informed her that the original warrant was still active.

H. Plaintiff Rotesha McNeil

111. In July 2021, Rotesha McNeil received a citation for driving with a suspended license in Wake County.

112. On August 11, 2022, a Wake County arrest warrant was issued for Ms. McNeil due to her alleged "failure to appear."

113. On September 12, 2022, Ms. McNeil pled guilty to driving with a suspended license and paid a fine and restitution.

114. On that same date, the Court noted that the "failure to appear" was entered in error and was stricken.

115. Odyssey reflects that Ms. McNeil's case was "disposed" on September 12, 2022.

116. Yet on May 29, 2023, Ms. McNeil was arrested by a Sheriff's Deputy with the Johnston County Sheriff's Office ("JCSO") on the August 11, 2022 failure-to-appear warrant which had been stricken.

117. Ms. McNeil informed the deputy that her charges had been resolved and that, as a result, she had no pending warrant.

118. The JCSO deputy contacted the Wake County Sheriff's Office. An employee of the Wake County Sheriff's Office informed the deputy that the warrant was valid.

119. As a result, Ms. McNeil was detained for approximately 5 hours until her release on a $1,000.00 bond.

120. After her release, on May 30, 2023, Ms. McNeil visited the Wake County Court to determine the cause for her wrongful arrest and detention.

121. Ms. McNeil met with an employee of the Wake County Clerk of Court who apologized to Ms. McNeil and explained that the failure to appear warrant should have been recalled from the electronic system.

122. The employee explained that the Wake County Clerk would "escalate" the issue of clearing stale and invalid warrants from Odyssey and eWarrants, but that the employee had no idea if all such warrants had been removed.

123. A few days later, Defendant Wake County Clerk of Court Blair Williams offered Ms. McNeil (through her husband, Jermaine McNeil, who was negotiating on her behalf) $300.00 to resolve all claims against Clerk Williams, his employees, NCAOC, and the State of North Carolina. A screenshot of that release follows:



RELEASE

In consideration of the sum of Three Hundred dollars ($300.00), and other good and valuable consideration, the undersigned Jermaine Terel McNeil hereby releases:

- BLAIR WILLIAMS, individually and in his capacity as Wake County Clerk of Superior Court,
- all his predecessors and successors in office,
- all his present and former employees and agents,
- the North Carolina Administrative Office of the Courts, and
- the State of North Carolina and its officers, employees and agents,

from any and all claims which he has or has ever had against them, or any of them, and in particular from any and all claims arising from an order for arrest issued in the matter of *State of North Carolina v. Rotesha*, 21 CR 729161-910 (Wake County).

This the _____ day of June, 2023.

_____

Jermaine Terel McNeil

I. Plaintiff Qiana Robertson

124. On February 11, 2023, Qiana Robertson was arrested in Wake County on suspicion of driving while impaired.

125. Ms. Robertson was assigned a first appearance date of March 3, 2023.

126. Her case was continued to June 26, 2023—a fact reflected in Odyssey, in her attorney's files, and in the District Attorney's files.

127. Inexplicably, however, Ms. Robertson's court date was moved to May 5, 2023.

128. Odyssey indicates that the date was "Reset by Court." But no one in the Wake County Clerk's Office or the District Attorney's Office has been able to explain how the date change occurred.

129. Neither Ms. Robertson nor her attorney were given notice of the date change.

130. As a result, Ms. Robertson was called and failed to appear on May 5, 2023.

131. An order for arrest was issued for Ms. Robertson's failure to appear. She was arrested on June 11, 2023, and transported to the Wake County Detention Center.

132. Ms. Robertson was made to pay a $2,000.00 bond to secure her release.

133. Her case was dismissed on double-jeopardy grounds.

J. Plaintiff Yousef Jallal

134. On January 12, 2023, Yousef Jallal was issued a citation for misdemeanor possession of marijuana.

135. On June 6, 2023, his case was dismissed.

136. However, his case was incorrectly designated as "called and failed."

137. As a result, on July 3, 2023, an order for arrest for "failure to appear" was issued for Mr. Jallal.

138. On August 10, 2023, Mr. Jallal was arrested for failure to appear by a deputy from the Wake County Sheriff's Office.

139. Mr. Jallal was held at the Wake County Detention Center from approximately 9:00 PM until 3:00 AM when he was released on a $1,000.00 bond.

140. On August 11, 2023—without a new court appearance—Odyssey was updated to indicate that his case was dismissed and disposed.

141. The dismissal document was never entered on Odyssey.

K. Plaintiff Messiejah Bradley

142. In August 2022, Messiejah Bradley was arrested for misdemeanor possession of marijuana in Wake County.

143. On July 20, 2023, after successful completion of the first-offender drug diversion program, his charges were dismissed.

144. Mr. Bradley's dismissal paperwork—although signed by the District Attorney and submitted to the Court—was never reflected in Odyssey.

145. Odyssey incorrectly marked his case on July 20, 2023, as "called and failed."

146. As a result, on August 29, 2023, an arrest warrant for "failure to appear" was issued for Mr. Bradley.

147. On September 27, 2023, a police officer executed this warrant and arrested Mr. Bradley.

148. Mr. Bradley was held at the Wake County Detention Center for approximately 5 hours before he was released on a $1,000.00 bond.

149. On September 28, 2023, Odyssey was updated to indicate that his case was dismissed. The dismissal was dated July 20, 2023.

Lee County Plaintiff

L. Plaintiff Paulino Castellanos

150. Paulino Castellanos suffers from severe arthritis and is often confined to a wheelchair.

151. On February 10, 2023, Mr. Castellanos was arrested in Lee County and held on a bond that he could not afford to pay.

152. Because his disability makes any time in jail exceedingly difficult, counsel for Mr. Castellanos endeavored to secure his release that same day.

153. But Mr. Castellanos's counsel's efforts were thwarted. In anticipation of the February 13, 2023, transition to eCourts, Lee County had already begun digitizing case files. Court staff informed Mr. Castellanos's counsel that they had scanned and uploaded his case file into the eCourts system, but that, nevertheless, his case "could not be located in the system."

154. Because the Court had no record of Mr. Castellanos's case, he was unable to move for a bond reduction, or pay his active bond, on February 10, 2023.

155. On February 13, 2023, Lee County formally transitioned to eCourts.

156. That same day, a formal indictment was issued against Mr. Castellanos in Lee County Superior Court, which generated a new case number for Mr. Castellanos in Odyssey.

157. Although his initial case was still considered "lost," Mr. Castellanos was able to move for a bond reduction based on this new case number on February 15, 2023—five days after his attorney first tried to obtain his release.

158. The court granted his motion that afternoon, and ordered that he be released with electronic monitoring pending trial.

159. During his time in jail, Mr. Castellanos was on lockdown for 23 hours a day. Given his limited mobility, it was nearly impossible for him to meet even his most basic needs, such as walking from his bunk to retrieve meals left at his cell door.

160. Had Defendants exercised due care in the adoption and implementation of eCourts, Mr. Castellanos could have moved for and received a bond reduction on the day of his arrest, avoiding spending any longer than a few hours in jail.

Statewide Plaintiffs

M. Plaintiff Robert Lewis

161. Robert Lewis works as a live-in caretaker for an elderly client in Guilford County.

162. In 2016, his client was misled into taking out a restraining order against him. The restraining order was quickly dissolved.

163. In the fall of 2022, however, local law-enforcement officers were called to resolve an argument between Mr. Lewis and a neighbor.

164. Despite having long since been dissolved, the restraining order remained visible in eWarrants. The officers arrested Mr. Lewis for violating the terms of the restraining order, despite his insistence that the order was no longer operational.

165. Mr. Lewis spent two days in jail before bonding out.

166. To avoid another arrest, Mr. Lewis managed his client's care remotely for several months—living elsewhere, ordering groceries for delivery, and paying his client's bills online.

167. The District Attorney eventually conceded the error and dismissed Mr. Lewis's case.

N. Plaintiff Allen Sifford

168. In August 2009, an arrest warrant was issued for Allen Sifford in Gaston County.

169. The warrant was never served.

170. In September 2022, Mr. Sifford applied for a commercial driver's license. The North Carolina Division of Motor Vehicles denied his application based on his outstanding warrant.

171. Mr. Sifford hired an attorney to clear his record.

172. On October 25, 2022, his case was dismissed due to its age and the failure to serve the warrant. With his case resolved, he was able to get his commercial driver's license.

173. On July 7, 2023, however, Sifford was pulled over in Belmont, NC, for having a dark license-plate cover.

174. Officers told Mr. Sifford that his old warrant still appeared "active" in eWarrants.

175. Mr. Sifford was arrested and held for more than 48 hours in the Gaston County jail.

176. Although his case has been formally expunged, he carries his dismissal paperwork everywhere.

VI. CLASS ACTION ALLEGATIONS

177. Plaintiffs bring this action pursuant to Rule 23(a) and Rules 23(b)(2), 23(b)(3) and 23(c)(4) of the Federal Rules of Civil Procedure on behalf of themselves and the following Class:

> All individuals in the State of North Carolina who, beginning on and including February 13, 2023, were unlawfully detained as a result of Defendants' adoption and implementation of eCourts.

Excluded from this Class are Defendants and any of their members, affiliates, parents, subsidiaries, officers, directors, employees, successors, and assigns; government entities; Class counsel and their employees; and the judicial officers and Court staff assigned to this case and their immediate families.

178. While the exact number of Class members cannot be determined, the Class consists of at least hundreds of individuals, making joinder impractical, in satisfaction of Rule 23(a)(1) of the Federal Rules of Civil Procedure. The exact number of Class members can readily be ascertained by records maintained by Defendants.

179. With respect to Rule 23(a)(2) of the Federal Rules of Civil Procedure, there are questions of fact and law common to the Class, including:

a. Whether the United States Constitution protects a detainee's right to comply with a preset bond and, thus, be released from confinement;

b. Whether the United States Constitution protects a detainee's right to be released from confinement once ordered released by a judicial official;

c. Whether the United States Constitution protects a detainee's right to seek release from confinement by moving for a bond reduction;

d. Whether the United States Constitution protects a detainee's right to a timely probable cause determination;

e. Whether the United States Constitution protects a detainee's right to be free from confinement based upon the same warrant that was previously served and satisfied;

f. Whether the rights alleged to be protected by the United States Constitution set forth in common questions (a) through (d) above were clearly established.

g. Whether the acts or omissions of the Defendant Sheriffs in connection with adopting and implementing eCourts—including their policies, practices and procedures regarding issuing and recalling warrants and arresting people based on resolved warrants—were the proximate cause of the constitutional deprivations of Plaintiffs and the proposed Class, and/or whether these Defendants' failure to properly train and supervise their subordinates with respect to eCourts/warrants was the proximate cause of the constitutional deprivations of Plaintiffs and the proposed Class.

h. Whether the Defendant Sheriffs' implementation of their administrative policies amounts to a policy of deliberate indifference and/or inaction to the constitutional rights of Plaintiffs and the proposed Class;

i. Whether the acts or omissions of the Defendant Clerks in connection with adopting and implementing eCourts were the proximate cause of the constitutional deprivations of Plaintiffs and the proposed Class, and/or whether these Defendants' failure to properly train and supervise their subordinates with respect to eCourts was the proximate cause of the constitutional deprivations of Plaintiffs and the proposed Class.

j. Whether Defendant Tyler Technologies owed a duty of care to Plaintiffs and the proposed Class;

k. Whether Defendant Tyler Technologies breached the duty of care it owes to Plaintiffs and the proposed Class; and

l. Whether Defendant Tyler Technologies' breach of its ordinary duty of care to Plaintiffs and the proposed Class has proximately caused damages.

180. With respect to Rule 23(a)(3) of the Federal Rules of Civil Procedure, Plaintiffs have the same interests as all other members of the Class and Plaintiffs' claims are typical of those of all members. Plaintiffs' claims are coincident with and not antagonistic to those of other Class members they seek to represent. The damages of each Class member were caused by Defendants' wrongful conduct.

181. With respect to Rule 23(a)(4) of the Federal Rules of Civil Procedure, Plaintiffs have retained competent Class counsel experienced in constitutional, civil rights and class action litigation, and Plaintiffs will fairly and adequately represent the interests of the Class members.

182. Class certification is appropriate under Rule 23(b)(2) of the Federal Rules of Civil Procedure because Defendants' actions generally apply to the Class as a whole and Plaintiffs seek equitable remedies regarding the Class as a whole.

183. Class certification is appropriate under Rule 23(b)(3) of the Federal Rules of Civil Procedure because the common questions of law and fact enumerated above predominate over questions affecting only individual members of the Class, and a class action is the superior method for fair and efficient adjudication of the controversy. The likelihood that individual members of the Class will prosecute separate actions is remote due to the time and expense necessary to conduct such litigation. Plaintiffs' counsel, experienced in constitutional, civil rights and class action litigation, foresee little difficulty in the management of this matter as a class action.

184. The members of the Class are ascertainable from Defendants' records and Defendants possess contact information of Class members for class notice.

VII. CLAIMS AGAINST TYLER TECHNOLOGIES, INC.

FIRST CLAIM FOR RELIEF
(Negligence Against Tyler Technologies, Inc.)

185. Plaintiffs re-allege and incorporate the preceding paragraphs as if set forth herein.

186. Plaintiffs Kevin Spruill, Timia Chaplin, Rotesha McNeil, Qiana Robertson, Messiejah Bradley, Youssef Jalall, Robert Lewis, Allen Sifford, and Paulino Castellanos, among others, on behalf of themselves individually as well as the Class, bring this claim against Defendant Tyler Technologies.

187. As a technology company specializing in the development of software that digitizes court systems, Tyler Technologies owed a duty of reasonable care to Plaintiffs and the Class to ensure that its eCourts system—which includes Odyssey and eWarrants—would operate properly such that the rights of Plaintiffs and the Class to be free from unlawful detention would and could be honored.

188. Tyler Technologies voluntarily assumed these duties when it decided and agreed to develop the eCourts software applications on behalf of North Carolina and its citizenry, including pursuant to its contract with the North Carolina Administrative Office of the Courts. *See* **Exhibit B**.

189. These duties included:

a. The duty to supply accurate information to end-users (or to develop software applications that provide accurate information to end-users);

b. The duty to ensure that eWarrants and Odyssey communicated with one another so as to supply accurate information between and among the applications, as well as to end-users of each application;

c. The duty to ensure that eCourts and the end-users of eCourts properly utilized any data and information entered into eCourts;

d. The duty to ensure that eCourts would be free of defects; and

e. In such further ways as may be shown by the evidence.

190. As Tyler Technologies warranted in its contract with NCAOC: "Tyler warrants that the Tyler Software [eCourts] will perform without Defects during the term of this Contract." *See* **Exhibit B**.

191. But Tyler Technologies breached its duties. The eCourts software package is replete with defects that led to the unlawful detentions suffered by Plaintiffs and the Class. Put differently, Tyler Technologies' breach brought about the actions of the governmental actors that wrongfully detained Plaintiffs and members of the Class. Absent this breach, these wrongful detentions would not have occurred.

192. Tyler Technologies knew or should have known that these defects in eCourts would lead to unlawful detentions; and these defects did lead to the unlawful detentions alleged herein, including the detentions suffered by Plaintiffs, who should have been released from custody or never taken into custody in the first place.

193. As a direct and proximate result of Tyler Technologies' negligence, either singularly or in concert with the other Defendants named herein, Plaintiffs and the Class have suffered needless and prolonged detentions resulting in the damages pled herein.

194. Tyler Technologies is additionally liable in negligence to Plaintiffs and the Class for the independent reason that it provided inadequate warning under N.C.G.S. § 99B-5. Tyler Technologies acted unreasonably in failing to warn its co-Defendants, those adopting and implementing eCourts, and the general public that eCourts could and would result in unlawful detentions even if properly utilized by the intended end-users. This failure was a proximate cause of the harms alleged herein. And at the time eCourts left the control of Tyler Technologies, the software package created an unreasonably dangerous condition that Tyler Technologies knew or should have known or became aware would pose a substantial—if not certain—risk of harm to a reasonably foreseeable claimant: namely, Plaintiffs and the Class.

VIII. CLAIMS AGAINST SHERIFF DEFENDANTS

SECOND CLAIM FOR RELIEF
(Negligence Against All Sheriff Defendants)

195. Plaintiffs re-allege and incorporate the preceding paragraphs as if set forth herein.

196. Plaintiffs Kevin Spruill, Timia Chaplin, Rotesha McNeil, Qiana Robertson, Messiejah Bradley, Youssef Jalall, and Paulino Castellanos among others, on behalf of themselves individually as well as the Class, bring this claim against Defendant Sheriff Rowe and Defendant Sheriff Estes in their official capacities.

197. Sheriff Rowe and Sheriff Estes ("Sheriff Defendants") have waived immunity for this claim by the purchase of insurance.

198. Sheriff Defendants had the following duties:

a. To ensure that the warrants issued in their respective counties and appearing in eWarrants were valid;

b. To confirm the validity of warrants in the Odyssey system before arresting individuals on a warrant; and

c. To ensure that individuals are not held unnecessarily in the jails and other facilities they supervise.

199. The Sheriff Defendants were negligent and breached duties owed to Plaintiffs in the following respects:

a. They failed to recall or excise from the eWarrants system those warrants issued in their respective counties that were invalid;

b. They failed to confirm the validity of warrants prior to arresting individuals pursuant to a warrant; and

c. In such further ways as may be shown by the evidence.

200. As a direct and proximate result of the Defendants Sheriffs' negligence, Plaintiffs and members of the Class were wrongfully arrested and incarcerated.

201. As a direct and proximate result of this unlawful conduct, Plaintiffs and members of the Class sustained damages.

THIRD CLAIM FOR RELIEF
(Violation of 42 U.S.C. § 1983 and *Monell* Against Defendant Sheriff Rowe)

202. Plaintiffs re-allege and incorporate the preceding paragraphs as if set forth herein.

203. Plaintiffs Kevin Spruill, Timia Chaplin, Rotesha McNeil, Qiana Robertson, Messiejah Bradley and Youssef Jalall, among others, on behalf of themselves individually as well as the Class, bring this claim against Defendant Sheriff Rowe in his official capacity.

204. Sheriff Rowe is responsible for the issuance of criminal warrants in Wake County.

205. Sheriff Rowe, through his policies, customs, practices, omissions, and failure to train, violated Plaintiffs' rights under the Fourth and Fourteenth Amendments of the United Stated Constitution.

206. Plaintiffs had a constitutional right to be free from unlawful search, seizure and detention.

207. Sheriff Rowe knew that because of defects in eCourts, invalid bond orders and invalid warrants issued in Wake County remained "active" in the eWarrants system.

208. Sheriff Rowe knew of these defects as early as February 13, 2023, the date of the eCourts rollout, when non-plaintiff Christopher Clegg was sentenced to time served but was nevertheless not released from the Wake County jail. Mr. Clegg was returned to court one week later and resentenced on the same charge—again to time served. He was held nearly a month after his initial plea and was not released until March 9, 2023.

209. Prior to his release date, Wake County Public Defenders informed Sheriff Rowe and the Wake County Clerk's office that Mr. Clegg was being over detained as a result of a defect in eCourts.

210. Sheriff Rowe was also on notice that individuals were being unlawfully arrested by law enforcement officers based on invalid Wake County warrants.

211. Sheriff Rowe knew of wrongful arrests based on invalid warrants no later than March 4, 2023, when Plaintiff Kevin Spruill was wrongfully detained on an invalid Wake County warrant. The wrongful arrests of Timia Chaplin on April 9, 2023, and of Rotesha McNeil on May 29, 2023, also put Sheriff Rowe on notice that Wake County Sheriff's Office deputies and other officers were arresting individuals on invalid Wake County warrants.

212. By April 2023, The Wake County Public Defender's office also notified Sheriff Rowe and the Wake County Clerk of Court that individuals were being wrongfully arrested on cleared warrants because of an eCourts defect.

213. Still, Sheriff Rowe failed to institute a policy to excise or recall all invalid Wake

County warrants from the eWarrants system.

214. Sheriff Rowe also had a custom, practice and policy of arresting individuals pursuant to invalid Wake County warrants, without first confirming their validity.

215. Sheriff Rowe failed to adequately train his employees on the Odyssey and eWarrants systems and how to use those systems to confirm the validity of outstanding Wake County warrants.

216. The failure to remove invalid Wake County warrants or to confirm the validity of warrants in the eWarrants system caused the illegal arrests and detentions of Kevin Spruill, Timia Chaplin, Rotesha McNeil, Qiana Robertson, Messiejah Bradley and Youssef Jalall, among others.

217. Sheriff Rowe's customs, policies, omissions, practices and faulure to train, related to the adoption and implementation of eCourts caused Plaintiffs to be searched, seized, and detained without a lawful basis.

218. As a direct and proximate result of this unlawful conduct, Plaintiffs sustained the damages herein alleged.

FOURTH CLAIM FOR RELIEF
(Action On Official Bond Against the Sheriff Defendants)

219. Plaintiffs re-allege and incorporate the preceding paragraphs as if set forth herein.

220. At the time of the events alleged herein, the Sheriff Defendants were principals on official bonds issued by Defendant The Ohio Casualty Insurance Company.

221. Defendant Sheriff Rowe was the principal on an official bond issued by Defendant The Ohio Casualty Insurance Company in the amount of $20,000 per occurrence.

222. Defendant Sheriff Estes was the principal on an official bond issued by Defendant The Ohio Casualty Insurance Company in the amount of $25,000 per occurrence.

223. Defendant The Ohio Casualty Insurance Company joined with the Sheriff Defendants as the surety on the official bonds and thereby undertook to be jointly and severally liable for the failure of the Sheriff Defendants to faithfully perform the duties of their offices as the Sheriffs of Wake County (Rowe) and Lee County (Estes).

224. The Sheriff Defendants' bonds were in full force and effect when Plaintiffs and the Class were injured as alleged herein.

225. Plaintiffs incorporate by reference the following claims for relief against the Sheriff Defendants and bring them independently against the Sheriff Defendants' official bonds as if fully set forth in this the Fourth Claim for Relief:

a. The Second Claim for Relief (Negligence Against All Sheriff Defendants); and

b. The Third Claim for Relief (Violation of 42 U.S.C. § 1983 and *Monell* Against Defendant Sheriff Rowe).

226. At the time of the events alleged herein, the Sheriff Defendants were acting by virtue or under the color of their offices as Sheriffs.

227. The Sheriff Defendants and Defendant The Ohio Casualty Insurance Company are jointly and severally liable to Plaintiffs and the Class, pursuant to N.C.G.S. §§ 58-76-5.

IX. CLAIMS AGAINST STATE ACTORS

FIFTH CLAIM FOR RELIEF
(Action On Official Bond Against Clerk Defendants)

228. Plaintiffs re-allege and incorporate the preceding paragraphs as if set forth herein.

229. Plaintiffs Timia Chaplain, Rotesha McNeil, Messiejah Bradley, Yousef Jallal, and Kevin Spruill, among others, on behalf of themselves individually as well as the Class, bring this claim against the Clerk Defendants in their official capacities.

230. Defendant Blair Williams is sued in his official capacity as the Wake County Clerk of Court.

231. Defendant Susie Thomas is sued in her official capacity as the Lee County Clerk of Court.

232. Taken together, Mr. Williams and Ms. Thomas are referred to herein as the "Clerk Defendants."

233. At the time of the events alleged herein, the Clerk Defendants were principals on official bonds issued by Defendant John Doe Surety.

234. Defendant John Doe Surety joined with the Clerk Defendants as the surety on the official bonds and thereby undertook to be jointly and severally liable for the failure of the Clerk Defendants to faithfully perform the duties of their offices as the Clerk of Court of Wake County (Williams) and Lee County (Thomas).

235. The Clerk Defendants' bonds were in full force and effect when Plaintiffs and the Class were injured as alleged herein.

236. At all times relevant to this Complaint, the Clerk Defendants had a duty to use the care which a reasonably prudent person, charged with the Clerk of Superior Court's ministerial and administrative duties, would exercise in the same circumstances.

237. Plaintiffs Timia Chaplain, Rotesha McNeil, Messiejah Bradley, Yousef Jallal, and Kevin Spruill, among others, were injured by the negligence of Clerk Williams in the performance of the ministerial and administrative duties of his office in one or more of the following ways:

a. By failing to accurately enter data into Odyssey and eWarrants;

b. By failing to ensure that invalid warrants were recalled, or to prevent the issuance of new warrants, after Plaintiffs' cases had been resolved or Plaintiffs' release authorized;

c. By failing to identify technological defects in eCourts that caused invalid warrants to appear valid;

d. By failing to appropriately train staff in the Wake County Clerk's Office to counteract the significant risk of wrongful detention after becoming aware of said risk; and

e. In such further ways as may be shown by the evidence.

238. Plaintiff Paulino Castellanos was injured by the negligence of Clerk Thomas in the performance of the ministerial and administrative duties of her office in one or more of the following ways:

a. By failing to ensure the effective conversion of paper case files to eCourts; and

b. In such further ways as may be shown by the evidence.

239. At the time of the events alleged herein, the Clerk Defendants were acting by virtue or under the color of their offices as Clerks.

240. Routine case management—scanning and filing documents; checking boxes on electronic interfaces; relaying the contents of an order—is nonjudicial behavior that is not normally performed by a judge in North Carolina. Rather, it is administrative and ministerial activity that does not involve the exercise of discretion or judgment.

241. The Clerk Defendants and Defendant John Doe Surety are jointly and severally liable to Plaintiffs and the Class, pursuant to N.C.G.S. § 58-76-5.

X. INJUNCTIVE RELIEF CLAIMS

SIXTH CLAIM FOR RELIEF
(Injunctive Relief Against All Sheriff Defendants, Defendant Boyce and Defendant Fowler)

242. Plaintiffs re-allege and incorporate the preceding paragraphs as if set forth herein.

243. Defendant Ryan Boyce ("Director Boyce") is the Executive Director of the North Carolina Administrative Office of the Courts ("NCAOC"). Defendant Director Boyce is sued in his official capacity.

244. Defendant Brad Fowler ("Mr. Fowler") is employed as the eCourts Executive Sponsor and Chief Business Officer of the North Carolina Administrative Office of the Courts. Defendant Mr. Fowler is sued in his official capacity.

245. Plaintiffs bring this claim for permanent injunctive relief against the Sheriff Defendants in their official capacities, and against Defendant Director Boyce and Defendant Mr. Fowler (collectively, the "Injunctive Relief Defendants").

246. As alleged herein, Plaintiffs and the Class have suffered and will continue to suffer unconstitutional deprivations of their liberty interests caused by the Injunctive Relief Defendants' adoption and implementation of administrative policies in connection with the ongoing use of the defective eCourts system. Under 42 U.S.C. § 1983, the Injunctive Relief

Defendants' administrative policies constitute a policy or custom of inaction and a policy or custom amounting to deliberate indifference to the rights of Plaintiffs and the Class.

247. The deprivations of liberty interests suffered by Plaintiffs and the Class constitute irreparable injury such that remedies available at law, including monetary damages, are inadequate to fully compensate for such injury.

248. The Injunctive Relief Defendants' unconstitutional administrative policies are a continuing policy and practice and therefore subject Plaintiffs and the Class, as well as the public in North Carolina at large, to ongoing risk of deprivations of their constitutional rights. This ongoing risk is evidenced, at minimum, by the fact that similar liberty deprivations are now occurring in Mecklenburg County (which adopted eCourts on October 9, 2023), nearly 8 months after the deprivations identified in this Complaint began.

249. Considering the balance of hardships between the parties, and the Injunctive Relief Defendants' indifference towards the egregious violations of Plaintiffs' liberty interests, a permanent injunction against the Injunctive Relief Defendants is warranted.

250. Such a permanent injunction would serve the public interest by preventing the Injunctive Relief Defendants from continuing to subject the public to unconstitutional deprivations of liberty.

251. The Injunctive Relief Defendants should be permanently enjoined from any further continuation of their policies and practices that have resulted in the violations of Plaintiffs' constitutional rights. Further injunctive relief should be entered requiring the Injunctive Relief Defendants to implement and adopt failsafe procedures to ensure a mechanism exists for immediately remedying future violations of the rights of North Carolinians that arise

due to use of the eCourts system, including the violations suffered by Plaintiffs and the Class as alleged herein.

XI. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs and the Class pray for the following judgment:

A. An Order finding in favor of Plaintiffs and the Class on all causes of action alleged herein;

B. An Order certifying that this action may be maintained as a class action, appointing Plaintiffs and their counsel as Lead Plaintiffs and Class Counsel to represent the class, and directing that reasonable notice of this action be given by Defendants to all class members;

C. The grant of any reasonable request to amend Plaintiffs' Class Action Complaint to conform to the discovery and evidence obtained in this class action lawsuit;

D. Compensatory damages;

E. Special damages;

F. Equitable relief, including the injunctive relief requested herein;

G. An award of attorney's fees and costs and expenses, as provided by law;

H. Pre- and post-judgment interest at the highest rate allowed by law; and

H. Such other and further relief as this Court may deem just, equitable, or proper.

XII. JURY DEMAND

Plaintiffs and the Class demand a trial by jury of the claims asserted in this complaint so triable.

XIII. REQUEST TO AMEND

Should any Defendants move to dismiss this Complaint, and should the Court grant any such motion, Plaintiffs request that such dismissal be without prejudice and that they be granted an opportunity to amend to address the deficiencies identified in the Court's ruling, if possible.

Respectfully submitted this the 27th day of October, 2023.

/s/ Gagan Gupta
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Counsel for Plaintiffs on behalf of themselves and all others similarly situated

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that the attorney is, and at all times hereinafter mentioned was, more than eighteen (18) years of age; and that on this day, copies of the foregoing will be served on the following by electronic mail or by the Court's Case Management / Electronic Case Filing ("CM/ECF") system:

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The undersigned attorney certifies under penalty of perjury that the forgoing is true and correct.

This the 27th day of October, 2023.

/s/ Gagan Gupta
Gagan Gupta (NCSB #: 53119)

Counsel for Plaintiffs on behalf of themselves and all others similarly situated

EXHIBIT A

TECHNOLOGY

COMMITTEE REPORT

In September 2015, Chief Justice Mark Martin convened the North Carolina Commission on the Administration of Law and Justice (NCCALJ), a sixty-five member, multidisciplinary commission, requesting a comprehensive and independent review of North Carolina's court system and recommendations for improving the administration of justice in North Carolina. The Commission's membership was divided into five Committees: (1) Civil Justice, (2) Criminal Investigation and Adjudication, (3) Legal Professionalism, (4) Public Trust and Confidence, and (5) Technology. Each Committee independently made recommendations within its area of study.

This is the report of the Technology Committee. To access the full report of the NCCALJ, including all five of the Committee reports, visit www.nccalj.org.

NORTH CAROLINA COMMISSION ON THE ADMINISTRATION OF LAW & JUSTICE

TECHNOLOGY
COMMITTEE REPORT

This report contains recommendations for the future direction of the North Carolina court system as developed independently by citizen volunteers. No part of this report constitutes the official policy of the Supreme Court of North Carolina, of the North Carolina Judicial Branch, or of any other constituent official or entity of North Carolina state government.

"ADVANCES IN TECHNOLOGY … GIVE US THE CHANCE TO REIMAGINE HOW COURTS AND CITIZENS INTERACT WITH EACH OTHER."
Chief Justice Mark Martin

INTRODUCTION

Innovative use of technology can revolutionize the way that organizations and people conduct business and live their lives. Recent examples of the technology revolution include Amazon's transformation of retail shopping as well as the development of smartphones and mobile apps that support banking and payment transactions.

Similarly, innovative technology has been utilized both in state and federal courts to dramatically improve the administration of justice. It is critical for North Carolina's Judicial Branch to employ additional technology to achieve its constitutionally mandated mission.

The implementation of technological change brings with it the promise of a truly uniform statewide court system as first envisioned by the Bell Commission almost sixty years ago. That uniformity will empower local and statewide judicial officials to better manage court performance through improved data-driven decision-making, thus promoting greater stewardship of judicial resources. It will also

remove many of the local barriers to court access for self-represented litigants and will increase the service capacity of low-income legal service providers. Additionally, through a uniform Judicial Branch online presence, the courts can meet and exceed expectations for public access to courts.

People once interacted with court officials at courthouses, face-to-face, with documents printed on paper and no ability to make instantaneous or remote contact. Due to its age, our current technology reflects these traditional practices. The preference for quick and comprehensive online access has emerged relatively recently, but there is no doubt that it is here to stay. As a recent study shows, about 76% of Americans are willing to do some court business online. That number jumps to 86% for those under 40 years old.[1]

This new preference for immediate access presents us with an opportunity. Advances in technology, together with the desire to reduce costs and improve the public's access to court services, give us the chance to reimagine how courts and citizens interact with each other. For instance, we can aim to drastically reduce manual processes and reliance on paper documents. Many state court systems have successfully transformed themselves in a similar way, leading to both increased efficiency and collaboration among court officials and the legal profession.

THE TECHNOLOGY COMMITTEE AND ITS WORK

The North Carolina Commission on the Administration of Law and Justice (NCCALJ) is an independent, multidisciplinary advisory body convened by the Chief Justice of the Supreme Court of North Carolina to recommend improvements to the judicial system. The Technology Committee is one of five Committees of this Commission. As the Commission's convener, Chief Justice Mark Martin, recently noted, "We need to make these changes because courts are essential — as essential as grocery stores or the Internet. Let's never forget the role that judicial expertise and judicial independence play in safeguarding the rule of law — a role that no one else can do better, or even equally well. If we lose business to other methods of dispute resolution, society at large will suffer. Courts are too indispensable to yield in the face of better technology, so we have to stay technologically up-to-date." The Technology Committee has focused on identifying significant ways that technology can support the Judicial Branch's mission of providing a fair, independent, and accessible forum for the just, timely, and economical resolution of the legal affairs of the public.

The Judicial Branch's 6,000 employees work hard each day to carry out the Branch's mission. The Technology Committee's goal is to recommend ways that technology can enhance our court officials' and staffs' efficiency and effectiveness, and the timeliness of court processes, while at the same time meeting the public's expectations for accessibility and transparency. The Committee's challenge is to reimagine the courthouse and to produce a strategic plan to deliver on that vision.

The Committee held nine public meetings and heard presentations from states that are already using innovative technology to address the needs

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of their citizens, from national court technology experts, and from current North Carolina judicial officials, as well as from other members of the public. In early 2016, the consulting group BerryDunn was retained to assist the Committee with the legislatively mandated need to create a strategic plan for eCourts.[2] The goal of an eCourts system is to increase both the efficiency and effectiveness of court processes by converting the courts' current paper-driven workflow to an electronic one, including processes such as filing and payment that have public interfaces. An eCourts system will provide the foundation for further innovation throughout the court system.

To understand the current state of the Judicial Branch's technology, BerryDunn conducted an online survey of court employees and members of the public, collecting responses from over 1,000 individuals. In addition, BerryDunn organized in-person interviews with more than 200 Judicial Branch employees and members of the bar from across the state.

Having heard from these end users, BerryDunn then reviewed the Judicial Branch's infrastructure and capabilities, and fielded reports from the other Committees of the Commission about the role that technology should play in their areas of reform.

ISSUES IMPACTING TECHNOLOGY

The Technology Services Division (TSD) of the North Carolina Administrative Office of the Courts is primarily responsible for the Judicial Branch's technology needs. TSD provides network infrastructure, hardware, software applications, technical support, and services to more than 500 courtrooms and offices spread throughout all 100 North Carolina counties. Included in the Judicial Branch are nearly 550 independently elected judges, district attorneys, and clerks of court. With the ninth largest population in the United States, the courts of our state handle roughly 2.7 million cases each year.

The approximately 200 permanent employees of TSD support more than 200 Judicial Branch software applications. They also provide ancillary services to two dozen government agencies, vendors, and private entities that interface with the court system's technology and data. The result is an extensive, statewide, inter-agency technology operation.

Within this context, the Committee and BerryDunn preliminarily identified four overarching elements that are relevant when considering the transition to greater technological functionality in North Carolina's court system:

- Technology management and governance;
- The business environment: inconsistent and paper-based;
- Technology development: software applications; and
- Anytime, anywhere access to services.

TECHNOLOGY MANAGEMENT AND GOVERNANCE

Technology management and governance address how core technology initiatives are identified,

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analyzed, prioritized, and budgeted within the Judicial Branch. Without a governance process in place, important technology needs may be overlooked, less important technology projects may be prioritized, limited technology resources may be diluted or misdirected, and project completions may be delayed because of short-term changes in technology priorities. It is equally important that a governance system considers user input when developing software applications. Incorporating user input will foster effective implementation and inspire confidence in the integrity of the progress. The Committee concluded that best practices within the technology industry include a governance process that involves users and fact-based decision-making, maintains the installed technology base, and increases simplicity.

The Judicial Branch's technology governance process has historically been unstructured, irregular, and lacking external transparency. Initiatives originate haphazardly from a combination of internal ideas, field demands, executive branch or local government requests, and legislative mandates. A lack of formal technology governance has hindered the effectiveness of technology innovation and execution by being vulnerable to repeated course changes, thus making accurate and consistent budgeting and time management of technology projects difficult, if not impossible. A plan for structured governance was developed by court stakeholders in 2014 and reported to the Committee at an early meeting in 2015. The Committee has recommended that such a governance process be formalized to ensure a smooth transition through the eCourts process.

THE BUSINESS ENVIRONMENT: INCONSISTENT AND PAPER-BASED

Because the purpose of technology is to solve business problems and improve business processes, any use of technology must be considered within the context of the state courts' business environment. North Carolina's court system is unified, but there remains a clear ***lack of uniformity*** with respect to the business processes that individual courts and courthouses use. Courts are managed based on local jurisdictional needs, and with 100 counties and more than 500 independently elected officials, the result is that business processes vary dramatically from courthouse to courthouse, placing an unnecessary barrier to transparent use of court services. Implementing technology improvements that accommodate a multitude of variations in local business processes would be too costly, with respect to both time and financial resources. For technology initiatives to be effective and transparent, they must be accompanied by increased business process uniformity. Systems must be designed to provide a comprehensive, vigorous, and consistent set of technology initiatives, with local variation discouraged and not centrally supported.

Another barrier to efficiency in the current North Carolina court business environment is that current processes are ***primarily paper driven***. Over 30 million individual pages of paper are added to state court case files each year. Official legal records are almost entirely in paper form. System actors describe challenges resulting from an essentially paper-based case filing system. Those challenges include the fact that official decisions and notes are recorded on paper files during court and later transposed into one of the many supported software applications to create an electronic index of the same actions, leading to constant duplication of effort.

Maintaining organization of and ongoing access to court files is labor intensive because of the constraints of the paper environment.

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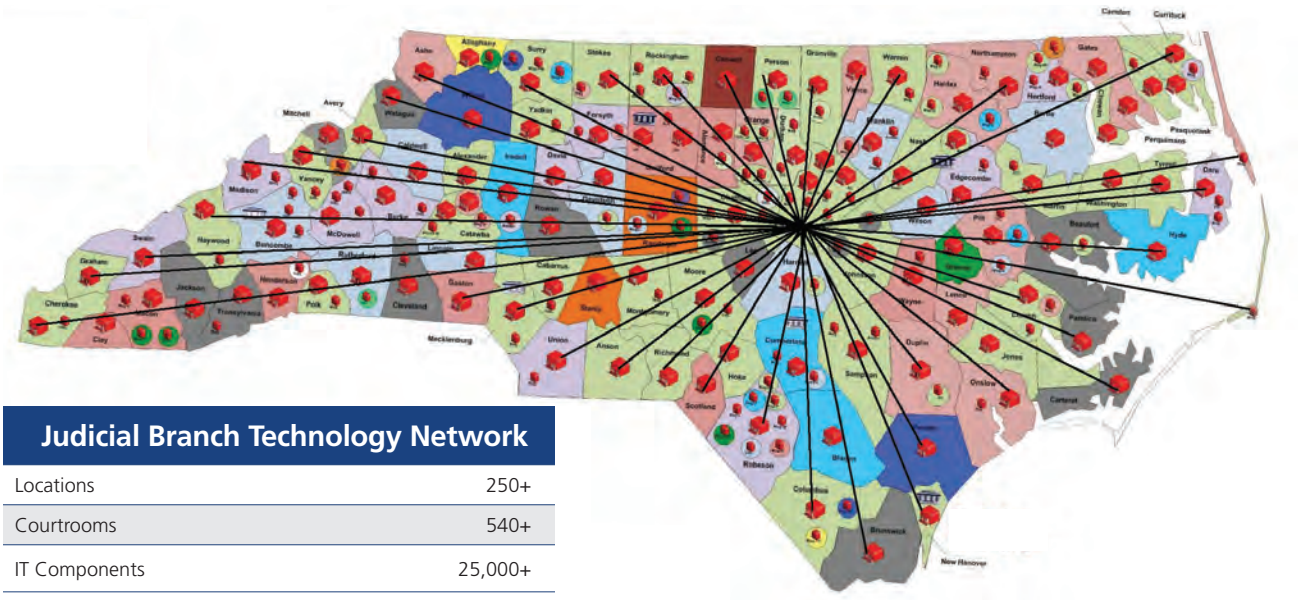
Additionally, individuals report instances in which the only record of a case disposition is recorded on the outside of the court file before filing it in a box or filing cabinet, never to be entered into an electronic system for easy future reference. Continued reliance on a paper-based system creates data entry redundancies and limits payment processes related to cases. Simultaneous access to case files by multiple parties (e.g., judges and clerks) as well as access across county or jurisdictional lines is difficult, if not impossible.

The physical impact of maintaining a paper-based system also merits scrutiny. Each year, more than four miles of shelving is needed to maintain the new case files generated during that year. Counties use attics, basements, and off-site arrangements for storage.[3] Either old files must be promptly archived into microfilm or digital formats to create shelf space, or new space must be obtained. While the staffs of clerks' offices have electronic indexing systems for some case information and management tasks, paper files still serve as the primary tool for court personnel to manage cases. Case files must be physically transported throughout courthouses, no matter what the size.

This highly paper-driven business environment is rife with opportunity for technological innovation, but the lack of uniformity across local business processes is an obstacle that needs to be thoughtfully addressed.

TECHNOLOGY DEVELOPMENT: SOFTWARE APPLICATIONS

Software applications will require an initial infusion of resources for development and implementation in addition to continuous ongoing maintenance. Software applications can be: (1) developed in house by TSD staff and contractors, (2) purchased off the shelf from third-party vendors, or (3) a combination that heavily customizes a commercial application. For example, the state's workhorse Criminal Case Information System (CCIS) was developed in house and is tied closely to North Carolina law and procedure. Microsoft Office products like Word, Excel, and



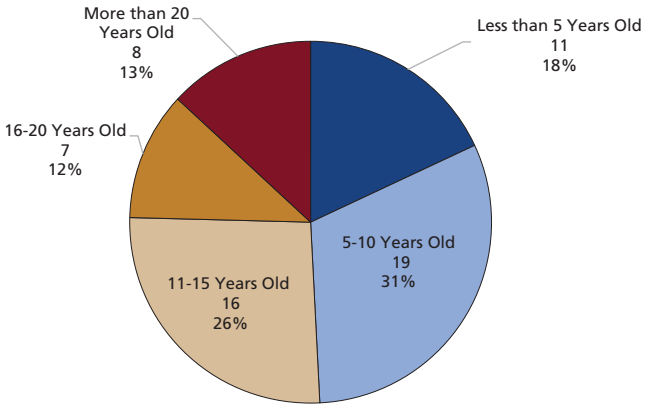
Judicial Branch Technology Network	
Locations	250+
Courtrooms	540+
IT Components	25,000+

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Outlook are off-the-shelf. And the clerks' Financial Management System (FMS) is a heavily customized vendor general ledger accounting product.

The vast majority of the Judicial Branch's 200 applications have been developed in house because they filled niche needs. This approach has provided for a greater level of technology customization interfacing with external government agencies and their various technology platforms and has allowed projects to be slowed or accelerated as agendas and funding changed. The in house approach, however, has also resulted in a proliferation of aging applications that are increasingly difficult to maintain as underlying technologies become obsolete, that require maintenance by developers who are aging out of the workforce, and that do not necessarily interface well with each other or provide the transparency that stakeholders expect and deserve.

Age of Existing NCAOC Enterprise-Level Technology Applications



Source: North Carolina Administrative Office of the Courts

ANYTIME, ANYWHERE ACCESS TO SERVICES

The 21st century public expects to manage their lives, their finances, their health, and a host of other things remotely from their smartphones and other electronic devices. When considering the business environment as it relates to public use of technology, the predominance of the need for online information and supporting mobile technology cannot be overstated. Calendars, maps, and instructions for parties, witnesses, and jurors must be easy to access. Software applications must facilitate communications with key offices, electronic payment options, and e-filing of documents. Software applications with a public-interfacing component must be accessible across multiple types of devices, including desktops, tablets, and phones. Compatibility with smartphones is particularly important because their widespread use throughout populations of varying income levels will help reduce barriers to court access. The importance of equal access to justice has been a focal point in the Technology Committee as well as in each of the NCCALJ's four other Committees.

STRATEGIC PLAN PRIORITIES

BerryDunn's field work and subsequent analysis showed nearly universal Judicial Branch employee and outside user support for innovative technological improvements to increase the effectiveness, efficiency, and timeliness of court processes. The Committee, in consultation with BerryDunn, identified the following initiatives that should be addressed in order for North Carolina's Judicial Branch to meet the technology needs of its stakeholders. These initiatives are not ranked

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because a number of them are interdependent and may need to be developed in conjunction with one another. The initiatives are:

- Governance;
- Metrics;
- Reporting and analytics;
- Enterprise Information Management System (EIMS);
- Integrated Case Management System (ICMS);
- e-Filing;
- Financial Management System (FMS);
- Electronic public access; and
- Judicial workbench.

A more extensive, technical, and detailed analysis of each of these initiatives has been provided by BerryDunn and can be found in the strategic plan attached in Appendix E. Below is an overview and summary of each of the initiatives.

GOVERNANCE

As stated earlier, the Committee recognized at the beginning of the process the need for a principled governance model to implement the sweeping technology changes on the horizon. The strategic plan specifically recommends that the Judicial Branch operationalize the IT Governance Charter referenced above and implement a best-practice portfolio management framework to include all NCAOC technology initiatives in the eCourts project. It is imperative that governance principles be established at the earliest opportunity in order to facilitate a smooth transition throughout the rest of the technology acquisition and deployment process.

METRICS, REPORTING, AND ANALYTICS

The Judicial Branch's data system initially was developed to collect and compile statistics about the number of cases in the system. A master index of criminal convictions was later added. Systems were not conceived with the objective of supporting the daily management of high volume workflows. For local officials and Judicial Branch leadership to measure court performance effectively, replicate successes, and identify weaknesses, the court system must be able to collect, manage, and provide data in a useful format. That ability does not currently exist. In addition, policymakers and the public will benefit from more insight into what the aggregate data can show about the evolution of the court system through a variety of different metrics, such as changes to statutes, changes in case filing patterns, and how long it takes to resolve a particular type of case.

Initially, the strategic plan states that the Judicial Branch must identify the metrics by which to measure and run the baseline analysis — by internally determining metrics, perhaps using elements of the National Center for State Court's CourTools, defining data elements, and ensuring standardization across the state. Only after establishing baseline metrics will meaningful reporting and analytics be widely available

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for internal and external judicial system stakeholders.

Case counting remains the underlying purpose for many of the Judicial Branch's case tracking systems, and, although it provides valuable information about the status of a case, it affords little information about the case's progression through the system. This hampers effective data-informed management decisions because system actors are unable to determine points in the case management process that require improvement. In addition, many data fields in the current case tracking systems lack standard written definitions, and this lack of uniformity in data entry creates barriers to meaningful analysis of the data that has been collected. Finally, as previously noted, much of the information pertaining to a case that would be valuable for the purpose of analysis is maintained only on paper. As a result, it is difficult, if not impossible as a practical matter, to access simple data.

These burdens on data availability prevent effective management of both the overall court system and the local needs of judicial system stakeholders across the state. Ineffective management can result in delays, inconsistent outcomes for parties, and legislative concern regarding stewardship of resources. Several of the NCCALJ's companion Committees have stressed the importance of improving the timeliness and efficiencies of our courts. Public polling data from the Public Trust and Confidence Committee shows that the public is deeply concerned about delays in the administration of justice. Good stewardship of the courts supported by good data will positively affect every aspect of the Judicial Branch.

Significantly, Judicial Branch employees note that when data is in a format that allows for reporting, the reports provided are both useful and informative. However, they also observe that current reporting must be accomplished by requesting new reports to be developed by TSD and the Research and Planning Division, which gets back to the issue of governance. Access to self-service information is limited in the courts, requiring days of staff time to produce and execute a report. Innovative technology solutions should offer real-time performance dashboards, providing both baseline data measurements and additional analytical modification for use by local officials and the public alike. The NCCALJ's Public Trust and Confidence Committee has also emphasized greater access to information, because the court system's inability to respond to its perceived shortcomings negatively affects public trust.

The demand for data in a usable format will only continue to grow. It is important for data to be available, complete, accurate, timely, and consistent throughout the court system. Similarly, use of standardized definitions is essential as the Judicial Branch implements court performance measures, such as CourTools. As the emphasis on data shifts to predictive analytics, such as assessing at case initiation whether a civil case will be simple, general, or complex in order to determine likely resourcing needs, the integrity of the data and the use of standardized definitions become increasingly important.

• ENTERPRISE INFORMATION MANAGEMENT SYSTEM (EIMS)

TSD has procured a document management system or EIMS — a secure electronic repository,

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which will be integrated with other eCourts elements, used to store, retrieve, archive, and associate a variety of documents with cases. The current process of relying upon physical access to court documents must give way to digital access in order for the system to progress.

Electronic document management provides a critical foundation for the remainder of the system and should support the transition from paper-based to digital files over time, while increasing electronic access to those files from anywhere at any time by both court employees and the public.

• INTEGRATED CASE MANAGEMENT SYSTEM (ICMS)

More than one million criminal and non-criminal citations — primarily traffic-related — enter the courthouse electronically each year.[4] In most instances, however, this information is then printed out and a physical file is created. This manual process contributes significantly to the estimated 30 million pieces of paper that are added to state court case files annually.

In addition, selected data from paper files is manually keyed by authorized personnel into one or more of the Judicial Branch databases, to be accessed by various software applications. Lack of a single repository for case data significantly decreases efficiency, requires redundant data entry, and requires users to log into multiple systems, often toggling between them, to complete a business process. A single, integrated case management system would save valuable employee hours as well as reduce data entry errors.

An Integrated Case Management System (ICMS) will allow electronic processing functionality for all case types to record, track, and manage events from case initiation through case disposition, using thorough, flexible workflows that generate automated reminders and electronic notifications. The process of calendaring cases could benefit greatly from this system. To create, update, and distribute calendar information is time consuming, often requiring redundant data entry, and resulting in some courts creating their own "workarounds" (e.g., Google calendars). An electronic calendaring system that is automatically populated through a case management system would be easily accessible by both court employees and the public.

• CENTRALIZED ELECTRONIC FILING

Electronic filing is a means to submit documents and / or information into the EIMS and ICMS. This may occur through fillable forms or scanned documents. The e-filing system could evaluate and respond to events or initiate tasks in the ICMS. Electronic filing without robust EIMS and ICMS is of little value to the court system. Today, electronic filing is nominally an option with North Carolina's appellate courts, the business courts, and four pilot sites for civil cases.[5]

North Carolina's unified court system will be strengthened by the implementation of mandatory statewide electronic filing. In the near term, high-volume and forms-driven case types may present the greatest opportunity for significant and immediate savings and convenience. While some filings may still require paper to be converted to an electronic format

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for storage at a later date, the document should be retrievable through an integrated case management system. A case should be maintained by an electronic workflow that allows varied dashboard views for court officials and parties, depending upon their role within the court system. Functionality should give individuals the ability to manipulate documents and information at the case level. The Civil Justice Committee has observed that uniform, technology-enhanced filing has the potential to make representation of indigent clients less burdensome for both the lawyers and the litigants themselves.

The use of electronic filing and electronic information management systems will require a thorough review and revision of filing and recordkeeping rules prior to implementation. This will ensure that all parties — including self-represented litigants — have equal access and understanding. It will also ensure that the rules address changes necessitated by electronic filing. Training both internal and external Judicial Branch stakeholders will be essential and may be accomplished by a combination of in-person training and the creation of web-based instructional videos. Developing integrated e-filing, EIMS, and ICMS is critical in order to achieve the successful modernization of the court system.

IN FISCAL YEAR 2015-16, $737,000,000+ WAS PROCESSED IN CLERKS' OFFICES ACROSS THE STATE.

North Carolina Judicial Branch Annual Report: July 1, 2015 – June 30, 2016

• FINANCIAL MANAGEMENT SYSTEM (FMS)

The Judicial Branch should determine the requirements for a financial management system, which will integrate with ICMS, make real-time adjustments at the clerk's office cashier's window, support multiple charge codes, accept payment through multiple means, generate a statement, produce management reports, export and transmit transaction activity, and provide the ability to maintain case-related transaction activity. Staff using the current Financial Management System (FMS) report significant redundancies and inefficiencies with the system. Specifically, the system does not integrate well with the case management systems, requiring paper printouts of financial obligations and access to multiple systems (FMS and a case management system) to cross-reference the obligations. The Committee sees substantial benefits from rolling the financial management system into a single integrated case management system, and the recommendations from the strategic plan have the opportunity to yield significant benefits for clerks and their staffs, as well as for the public.

• ELECTRONIC PUBLIC ACCESS

Electronic public access will provide the public with access to available Judicial Branch

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information (including information from ICMS) through self-service kiosks and personal devices; web-based capabilities will provide the ability to conduct online searches of publicly available court records and documents, submit online payments, complete online forms, etc.

Many clerks interviewed during BerryDunn's focus groups reported that a majority of their time is spent servicing public requests for information — information that is a public record but is not readily available to the public without calling or visiting a clerk's office. This service is important but is also interruption-driven, causing clerks to spend time "reorienting" themselves to the task that they were working on before the inquiry. A statewide effort to make basic, relevant courthouse information available online will improve clerk's office productivity, customer service, and transparency. In addition to making information available online, the clerk's office should be able to provide the public with the option to conduct many other routine transactions online.

From a customer service standpoint, maintaining information available online saves individuals from having to take time off of work to drive to the courthouse. Making forms available online, creating portals for the submission of documents to the courthouse electronically, and providing for online payment of court costs and fees are just three examples of the level of online access the 21st century public has come to expect from its institutions. As the NCCALJ's Public Trust and Confidence Committee notes, increased access to the courts and to information about the courts has the potential to foster greater confidence in our courts.

The Judicial Branch is currently involved in a complete overhaul of its website. In the near future, public access to basic information such as forms, directories, calendars, etc. should be more easily available. Availability across platforms focusing on mobile devices is being prioritized.

- ### JUDICIAL WORKBENCH

Judicial Workbench, or a workbench for any courthouse actor, will serve as a dashboard / portal application that provides the electronic tools to meet the specific case processing, judicial decision-making, and management needs of trial court judges on the bench and in chambers. Dashboards should enable staff to interact digitally regarding all types of matters handled within the courthouse.

CONCLUSION

The Technology Committee has gathered a tremendous amount of information during the last fifteen months. The Committee envisions a court system that will fulfill the vision of a 21st century courthouse — where technology is used to enhance efficiency, effectiveness, and timeliness of process, leading to greater public access to and increased confidence in the courts.

As we look to that future, let us continue to bear in mind three principles to guide us in the tasks ahead. First, we must continue to be responsible

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stewards of the resources that we have been given, and that we will eventually pass on to the next generation. Second, we must work to restore public trust and confidence in the judicial process and in our courts. Finally, it is of vital importance that we always look to improve access to justice for all citizens.

We live in a time of great transition in our society, and our courts play an important role in this changing environment. The digital age has brought new ways to connect to each other and to the world around us. But it also has led to new dispute resolution options for the people that we serve. Our goal should be to modernize our courts to keep up with the digital revolution, and to make it as easy as possible for our stakeholders to interact with the court system and conduct business with our courts. If we intend to keep pace with the competition, we need to view litigants the way that we would view customers in a marketplace — not in a way that shortchanges justice, but in a way that recognizes that people have choices. And if our courts are too costly, too complicated, or too slow, the citizens that we serve will try to address their legal needs outside of the court system, often to their own detriment.

By modernizing the resources that we have, we can continue to be responsible stewards of those resources. By working toward greater access to justice for all, we can all do our part to secure equal justice under law. And not incidentally, we can increase public trust and confidence in our courts through these efforts. As our courts do justice in every case — as they treat every citizen and every party with fairness and respect — prospective litigants will entrust more of their disputes to us, further promoting justice and fairness.

As Chief Justice Mark Martin recently remarked, "Advances in technology, together with the desire to reduce costs and improve the public's access to court services, give us the chance to reimagine how courts and citizens interact with each other." With the adoption of this technology plan, North Carolina will join the ranks of those other states on the vanguard of technology. North Carolina's citizens should expect no less.

---

1. National Center for State Courts, *The State of State Courts: A 2014 NCSC Public Opinion Survey*. Available at http://bit.ly/2ikyKJN. Accessed January 12, 2017.
2. Per S.L. 2015-241, the Technology Committee served a dual role both as a Committee of the Commission on the Administration of Law and Justice, and as the Advisory Committee for the eCourts Strategic Plan effort.
3. The Edgecombe County Courthouse was forced to close after flood waters from Hurricane Matthew engulfed the courthouse basement in October 2016. This is a risk that the court system will continue to face as it maintains paper records. *See* Lindell John Kay, "Edgecombe County Courthouse Closed Due to Flooding," *Rocky Mount Telegram*, October 13, 2016. Available at http://bit.ly/2ikI2p6. Accessed November 22, 2016.
4. Per the NCAOC, more than 1.25 million electronic citations were issued in Fiscal Year 2016. These citations were issued for both criminal and non-criminal violations, such as motor vehicle and seat belt, traffic, hunting and fishing, underage drinking, and speeding violations. *See* http://bit.ly/2ihlzhD.
5. By contrast, electronic filing is now mandatory in all federal courts.

This report contains recommendations for the future direction of the North Carolina court system as developed independently by citizen volunteers. No part of this report constitutes the official policy of the Supreme Court of North Carolina, of the North Carolina Judicial Branch, or of any other constituent official or entity of North Carolina state government.

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APPENDIX E

eCOURTS STRATEGIC TECHNOLOGY PLAN

September 29, 2016

BerryDunn Report

BerryDunn

State of North Carolina
Administrative Office of the Courts

e-Courts Strategic Technology Plan

September 29, 2016

Prepared for:
North Carolina Administrative Office of the Courts
901 Corporate Center Drive
Raleigh, NC 27607-5045

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Executive Summary

The North Carolina Judicial Branch has been a unified court system for over 50 years and is among 26 legally defined unified court systems in the United States. The North Carolina Administrative Office of the Courts (NCAOC) was established to provide administrative services in this unified system, including court programs and management services; information technology (IT) support; human resources; financial, legal, and legislative services; research and planning services; court services; and purchasing services. Elements of the Judicial Department Act of 1965, which established the unified court system, include:

- Consolidation of a multiplicity of lower courts into a two-tier trial court system
- Centralization of judicial administration for the State's courts
- Centralized rule-making authority
- State funding of the court system
- State-level budgeting of State funds for court expenses

Overview of the Current Environment

The IT environment in the Judicial Branch in North Carolina has evolved over the course of more than 30 years. Throughout this time, steady progress has been made in providing judicial and law enforcement professionals with a comprehensive suite of applications and tools to use in the performance of their duties. Most of these systems were developed by NCAOC staff using technologies considered to be "modern" at the time they were developed. The design of these systems was influenced by many factors, including, but not limited to:

- Funding pressures
- Court-specific practices and policies
- Policy and statute changes
- Requirements of specific user populations, such as judges, district attorneys (DAs), clerks, public defenders, magistrates, and law enforcement
- The dynamic information needs of Judicial Branch and legislative leadership
- The dynamic and evolving nature of available technology

North Carolina can boast an inventory of modern, sector-leading applications. However, the technology used to develop them applications spans more than three decades. In recent years, the NCAOC Technology Services Division (TSD) has interconnected many of the applications with sophisticated and complex application program interfaces (APIs), web services, and message queues. These methods have greatly increased the usability of the application portfolio, but have also created an intricate environment to support and maintain.

Many of these technologies have aged to the point that the skills required to maintain them have become scarce. During the last decade, there has been a substantial movement toward integration of the various system components across judicial and law enforcement functions, as well as toward the need to provide seamless access to the information that is housed within those systems.

Drivers for the Development of an e-Courts Strategic Technology Plan

Pursuant to S.L. 2015-241, the NCAOC set out to develop an e-Courts Strategic Technology Plan. Section 18A.21.(a) of S.L. 2015-241 is defined below.

> ***SECTION 18A.21.(a)*** *The Administrative Office of the Courts shall establish a strategic plan for the design and implementation of its e-Courts information technology initiative by February 1, 2016. The e-Courts initiative, when fully implemented, will provide for the automation of all court processes, including the electronic filing, retrieval, and processing of documents. The strategic plan shall:*
>
> *(1) Clearly articulate the requirements for the e-Courts system, including well-defined milestones, costs parameters, and performance measures*
> *(2) Prioritize the funding needs for implementation of the various elements of the system, after consultation with the e-Courts advisory committee established by subsection (c) of this section*
> *(3) Identify any potential issues that may arise in the development of the system and plans for mitigating those issues*
> *(4) Address the potential for incorporating any currently existing resources into the e-Courts system*

Additionally, the North Carolina Commission on the Administration of Law & Justice (NCCALJ) was already established as an independent, multidisciplinary commission to undertake a comprehensive evaluation of the North Carolina judicial system and make recommendations for strengthening its courts within the existing administrative framework. The NCCALJ includes five committees designed to focus on five areas of inquiry:

- Civil Justice
- Criminal Investigation and Adjudication
- Legal Professionalism
- Public Trust and Confidence
- Technology

The NCCALJ Technology Committee governed the development and approval of the e-Courts Strategic Technology Plan and served as the e-Courts Advisory Committee. The other four committees provided interim progress reports to the Technology Committee. Many of these reports included technology requirements supporting the committees' charters. These technology requirements were considered during the development of the e-Courts Strategic Technology Plan.

The North Carolina Judicial Branch has expressed a growing need for "anywhere, anytime" access to information. Whether within the courtroom, chambers, office, police car, or home, judicial and law enforcement officials and the public have expressed the desire to interact with court processes and data seamlessly, interactively, and remotely. This desire is a fairly recent divergence from traditional interactions with courts in the stakeholders' geography and is aligned with modern expectations to interact with government and private services providers electronically. Historically, local judicial officials interacted with citizens on a face-to-face basis, with information and data (mostly paper-based) being the sole province of those officials; legacy applications reflect these traditional practices.

Advances in technology, together with the desire to reduce costs and improve access to court services by the public, provide the opportunity to reimagine how court officials and citizens interact with each other. The Judicial Branch desires to drastically reduce manual processes and reliance on paper documents. The federal government and many state court systems have successfully undergone similar technology transformations. These advancements in technology have led to increased efficiencies and collaboration among court officials and the legal profession.

In an effort to support this vision, and in order to support a more cohesive, unified court system, the NCAOC retained BerryDunn in January 2016 to assist in an assessment of the current IT environment and to produce a multiyear strategic plan for e-Courts in North Carolina (e-Courts Strategic Technology Planning Project). The resulting plan is the cornerstone for the evolution of technology in support of North Carolina's e-Courts vision.

Overview of Strategic Initiatives Included in this Report

Table ii summarizes the initiatives developed collaboratively by the Judicial Branch and BerryDunn; a detailed description of each initiative is provided in Section 3.0 and Appendix A.

Table ii: Prioritized Strategic Technology Initiatives

Strategic Initiative		Implementation Complexity	Anticipated Benefits
A	**Management & Governance**	Moderate	★★★ High
B	**Baseline Metrics**	Low	★★★ High
C	**Reporting & Analytics**	Moderate	★★★ High
D	**Enterprise Information Management System (EIMS)**	Moderate	★★★ High
E	**e-Filing**	Low	★★★ High
F	**Integrated Case Management System (ICMS)**	High	★★★ High
G	**Financial Management System (FMS)**	Moderate	★★ Moderate
H	**Electronic Public Access**	Moderate	★★★ High
I	**Judicial Workbench**	Low	★★ Moderate

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Budget Estimates and Timeline

Table iii summarizes the budget estimates for the recommended initiatives presented in this e-Courts Strategic Technology Plan.

Table iii: Initiative Budget and Timeline Matrix

	Initiative Budget and Timeline Matrix ($)										
	Strategic Initiative	Year 0 FY2017	Year 1 FY2018	Year 2 FY2019	Year 3 FY2020	Year 4 FY2021	Year 5 FY2022	Year 6 FY2023	Base Total	Budget Target	Total with Risk Adjustment
	Initiatives Starting in Year Zero										
A	Management & Governance	$438,264	$918,926	$870,202	$870,681	$865,749	$223,149	$223,149	$4,410,120	$4,919,621	$5,429,123
B	Baseline Metrics	$70,540	$43,647	$29,098	$29,098	$14,549	$14,549	$14,549	$216,030	234,612	$253,194
C	Reporting & Analytics	$411,708	$1,025,902	$697,750	$334,048	$250,492	$97,200	$97,200	$2,914,300	$3,218,786	$3,523,272
D	EIMS	$2,312,180	$6,613,359	$6,951,675	$5,573,191	$1,968,436	$1,357,956	$947,856	$25,724,654	$28,163,407	$30,602,161
E	e-filing	$793,500	$2,210,996	$2,165,354	$1,563,169	$1,135,042	$360,892	$360,892	$8,589,845	$9,381,414	$10,172,983
F(a)	ICMS (build)	$300,141	$3,704,495	$9,872,789	$11,787,013	$12,446,525	$6,274,836	$2,052,568	$46,438,366	$52,098,002	$57,757,639
F(b)	ICMS (buy)	$239,241	$296,955	$6,450,347	$9,889,899	$11,510,353	$8,130,298	$2,239,833	$38,756,926	$43,233,506	$47,710,086
G	FMS	$40,800	$644,150	$911,150	$0	$0	$0	$0	$1,596,100	$1,714,312	$1,832,524
H	Electronic Public Access	$30,030	$462,877	$26,899	$450,627	$413,377	$225,477	$143,425	$1,752,710	$1,925,171	$2,097,632
	Initiatives Starting in Year One										
I	Judicial Workbench	$0	$135,222	$84,018	$63,974	$39,493	$18,605	$10,444	$351,755	$388,029	$424,303
		FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	Base Total	Budget Total	With Risk Adjustment
Total Including F(a) ICMS-Build	Capital	$4,397,163	$15,138,055	$21,608,935	$17,687,733	$10,704,523	$4,929,496	$4,848	$75,092,270	$83,213,780	$91,335,290
	Operational	$0	$0	$0	$2,984,068	$6,429,140	$3,643,168	$3,845,235	$16,901,611	$18,733,073	$20,564,536
Total Including F(b) ICMS-Buy	Capital	$4,336,263	$12,352,033	$18,186,493	$15,790,618	$10,379,911	$5,492,807	$4,848	$66,542,973	$73,485,230	$80,427,488
	Operational	$0	$0	$0	$2,984,068	$5,817,579	$4,935,319	$4,032,501	$17,769,468	$19,664,625	$21,559,783

Success Factors

The e-Courts Strategic Technology Plan is designed to significantly impact the operations of the Judicial Branch and its services. One of the critical success factors for the implementation of the Plan is continued active executive engagement for the initiatives described in the Plan and a disciplined approach to identifying, approving, and managing major technology initiatives. This will help to ensure that projects outside the scope of this Plan are thoroughly evaluated before adjusting the existing priorities of the initiatives described herein.

Another critical success factor entails committing appropriate resources toward the completion of initiatives. Resources may include, but are not limited to, funding, contractors, and Judicial Branch staff. In many cases, the use of external resources (e.g., contractors) is required. Factors determining the use of external resources may include availability of TSD, NCAOC, and Judicial Branch staff; urgency of initiative completion (relative to availability of TSD, NCAOC, and Judicial Branch staff); and the need for long-term knowledge of a specific technology.

New e-Courts technologies create significant opportunities to change how the Judicial Branch manages daily operations. The Judicial Branch must plan for significant business process changes that streamline operations and focus on using technology to improve customer service. In planning for the implementation of recommendations from this Plan, the Judicial Branch should consider the following:

- Active executive and management involvement and sponsorship will be critical to the successful adoption and continued support of the Plan.
- Implementing a successful e-Courts Strategic Technology Plan will require significant planning, increased capital investment, and human resources.
- A rigorous communication plan should be established to communicate project goals and objectives to stakeholders prior to, during, and after the implementation of the initiatives .
- Current business processes should be evaluated and redesigned where necessary to take advantage of new technologies.
- Many changes will be non-technical, cultural shifts—e.g., process changes—that should be facilitated by structured change management and policy and procedure adjustments.
- Departments must work cooperatively and collaboratively to facilitate effective change that is in the best interest of the Judicial Branch.
- Technical support staff will be critical to the success of the e-Courts Strategic Technology Plan’s implementation.
- Internal stakeholders must be ready, willing, and able to use new technology to facilitate effective change.

1.0 Introduction

1.1 Project Background and Approach

The NCAOC has established an e-Courts vision that includes virtual courthouses; electronic filing, retrieval, and processing of documents; convenient access to services and information for the public; integration of financial and case data; judicial decision support; and caseload administration tools. This vision is encapsulated in the expression:

"The right information, at the right time, right where you are."

In support of this vision, the NCAOC will create an environment in which court technology is advanced, making it easier for the public and stakeholders to access court services, while minimizing the need to physically travel to a courthouse.

The approved Project Charter for the e-Courts Strategic Technology Planning Project provides a set of objectives to be achieved as a result of an e-Courts Strategic Technology Plan. These objectives are provided in Table 1.1 and support the need to remain current in advances in technology, to reduce costs, to improve access to the court services, and to eliminate wasteful, manual processes.

Table 1.1: NCAOC Project Objectives and Anticipated Value

No.	NCAOC Project Objectives
1	Improve access to justice for North Carolinians
2	Improve efficiencies for public safety and law enforcement partners
3	Capture data that supports metrics the Judicial Branch may use to gauge performance
4	Reduce reliance on paper and the other constraints that a paper-based system imposes
5	Increase the quality of data collected and maintained, and improve its usefulness
6	Promote the use of the electronic flow of funds over physical methods, both with regard to collections and disbursements
No.	**Anticipated Value**
1	Improve faith and confidence by the public in judiciary operations
2	Improve the ability to dialog effectively and confidently with the legislature and the public
3	Increase buy-in and support from Judicial Branch stakeholders regarding initiatives that are presented as enablers of process improvement
4	Ensure security of non-public data

This e-Courts Strategic Technology Plan supports these objectives and the e-Courts vision and promotes a more cohesive, unified court system. This Plan is the cornerstone for the evolution of technology in support of North Carolina's e-Courts vision.

To develop the e-Courts Strategic Plan, BerryDunn utilized a proven bottom-up strategic planning methodology, which began by identifying bottlenecks and barriers inhibiting the maturity of the Judicial Branch's court technology. This approach involved in-person interviews with over 240 Judicial Branch staff in small, large, rural, and urban locations throughout the state. To extend the breadth of this outreach, BerryDunn also conducted a web-based survey in which over 2,800 Judicial Branch staff and external stakeholders participated. These outreach activities provided BerryDunn with an understanding of how current technology enables business functions, while also identifying areas in which the lack of technology is a barrier to the advancement of business functions. As a result of these preliminary information gathering activities, a technology maturity model was developed, including desired performance metrics upon which the NCAOC expects to evaluate its progress.

The BerryDunn team then identified eight peer states that recently underwent a similar technology transformation: Utah, Iowa, Missouri, Oregon, Nebraska, Colorado, Wisconsin, and Georgia. Peer states were selected based on meeting most or all of the following criteria:

- Use of a statewide Case Management System (CMS) implementation method
- Progressive interfaces with other justice systems within the state
- Broad-based and of similar jurisdictional structure to North Carolina (technically "unified" or not)
- Similar demographics and population to North Carolina
- Implemented performance metrics and maintained statistics available for review
- Evolution to an e-Court environment is underway and far enough along that the state can share lessons-learned and reflect on the process as a whole

BerryDunn conducted interviews with each of the states via email and telephone, and supplemented our research by reviewing published reports and National Center for State Courts (NCSC) court technology findings. BerryDunn's research included considering best practices set forth by the NCSC, the Project Management Institute (PMI), and the Integrated Justice Information Systems (IJIS) Institute.

As a result of the market research and the gap analysis, the BerryDunn team developed a preliminary list of e-Courts Strategic Technology Initiatives. BerryDunn then collaborated with a subcommittee of the NCCALJ Technology Committee and the Judicial Branch to refine and prioritize the technology initiatives during an on-site work session. Once a series of technology initiatives were identified and prioritized, BerryDunn developed a budget for each, and overlaid the execution of the initiative onto a timeline matrix depicting each initiative's financial implications over a multi-year planning horizon.

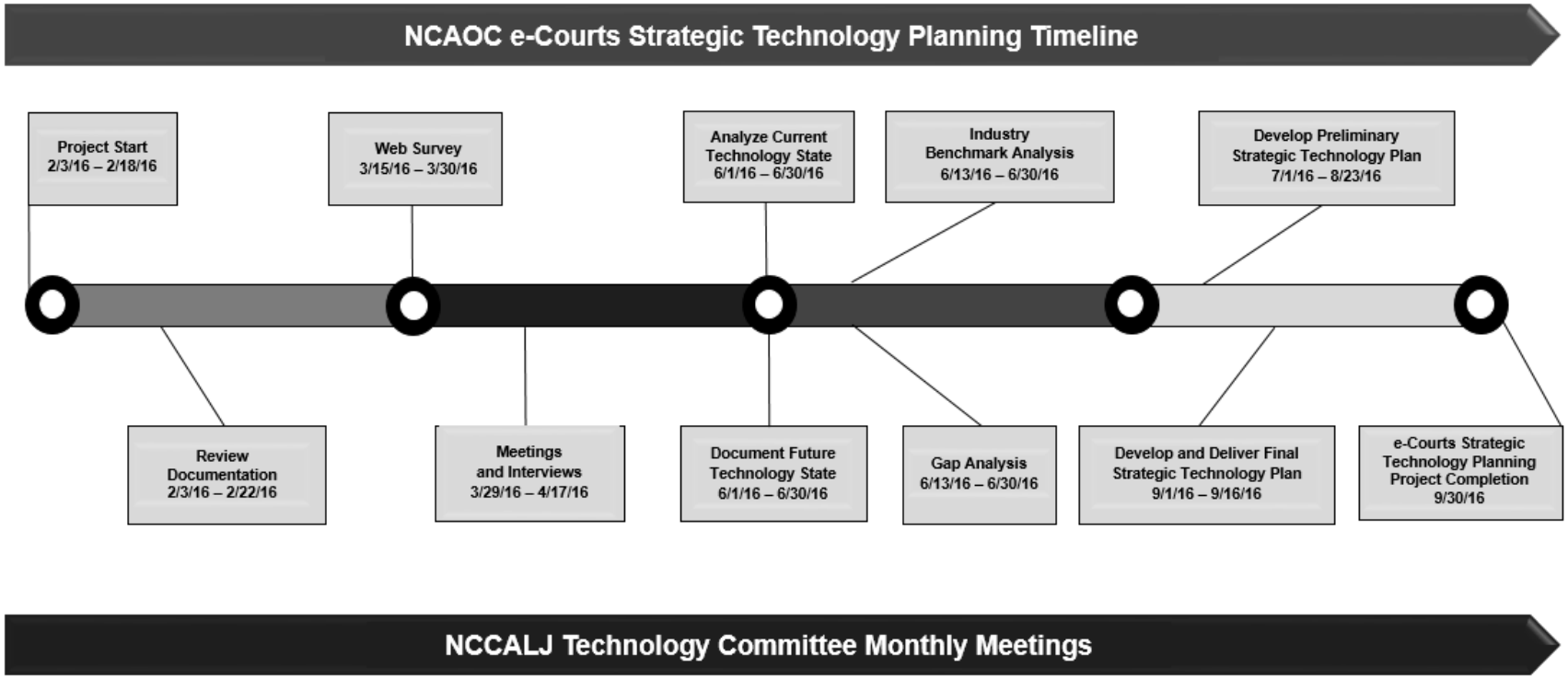
Project closure activities included the transfer of knowledge and artifacts gathered during the execution of the e-Courts Strategic Technology Planning project to NCAOC personnel. This information is critical for the implementation and ongoing evolution of the resulting e-Courts Strategic Technology Plan, supported by the proposed Management and Governance approach.

This e-Courts Strategic Technology Plan includes the prioritized list of initiatives, along with the budget and timeline implications. It serves as a roadmap for the Judicial Branch's overall technology objectives, and provides a repeatable methodology in order to verify progress, address new issues, and make updates as necessary.

Figure 1.1 on the following page shows the key tasks and timeline in completing this e-Courts Strategic Technology Planning project.

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Figure 1.1: NCAOC e-Courts Strategic Technology Planning Timeline



Detailed information regarding activities resulting in the e-Courts Strategic Technology Plan can be found in the Supplemental Materials.

1.2 Format of the Report

This report is comprised of two components. The **e-Courts Strategic Technology Plan** contains the following sections:

Executive Summary. This section provides a summary of the projects and initiatives described in further detail later in the report.

Section 1 – Introduction. This section describes the background of the project leading up to the e-Courts Strategic Technology Plan, the format of the Plan, and the work performed in the development of the Plan.

Section 2 – Gap Analysis Results. This section describes the gaps between the "as-is" and desired "to-be" e-Courts environment.

Section 3 – Strategic Technology Initiatives. This section provides a high-level description of each initiative.

Section 4 – Implementing the e-Courts Strategic Technology Plan. This section describes the budget and timeline for the e-Courts Strategic Technology Plan Initiatives, funding considerations, and the approach to ongoing maintenance and governance of the Plan.

Appendix A – Detailed Strategic Technology Initiatives. This appendix provides a detailed description of the Strategic Technology Initiatives presented in Section 3, including tasks required to implement the recommendations, rationale for its strategic priority rankings, impacts on stakekholders, anticipated benefits, best practice considerations, and assumptions.

Appendix B – Detailed Initiative Budget and Timeline Matrix. This appendix provides budget details for each initiative, including capital expenditures and operational costs.

Appendix C – Glossary of Terms and Acronyms. This appendix contains a glossry of the terms and acronyms that were included in this document.

The **Supplemental Materials** is a set of appendices that includes supplemental materials used to support the generation of the e-Courts Strategic Technology Plan.

2.0 Gap Analysis

This section describes a Maturity Model for e-Courts technology and how this aligns with the Judicial Branch's current ("as-is") and desired ("to-be") environment, as well as how the Judicial Branch's current environment relates to the peer states that were interviewed. In addition, this section illustrates the gaps between the current state of the Judicial Branch's technology environment and the Judicial Branch's future vision and objectives. Gaps are organized into three categories:

1. Management and Governance
2. Business Environment
3. Technology

The purpose of identifying the gaps in these three areas is to understand the Judicial Branch's current state, the issues facing the court system, and how they impact the overall functionality of the Judicial Branch.

A gap is identified by comparing the resources and assets in the current environment with the desired "to-be" environment and industry best practices. A gap results when the existing technology provides no or partial functionality in the current environment to meet current and anticipated future needs.

2.1 Peer State Analysis and e-Courts Maturity Model

As a result of the peer state reviews, the BerryDunn team determined North Carolina's current state as compared with the desired future e-Courts state, and peer states. In general, the largest gaps between North Carolina and peer states relative to the three domain areas and e-Courts elements are found in the following areas:

- Operational and mature initiative ***governance*** models
- Centralized ***ICMS***

In these areas, the peer states seem to be further advanced than North Carolina. However, there were two areas in which the gap between the NCAOC and the peer states is not as wide. These include:

- Use of a modern, fully functional ***FMS***
- ***Reporting and analytics***

The NCAOC and the peer states were significantly similar (i.e., little or no gap identified) in the following areas:

- ***Document management*** (and the use of the fully integrated document management system as a component of the e-Courts strategy)
- Availability of a "***Judicial Workbench***"
- ***Electronic public access*** to court services
- Judicial Branch–wide use of ***e-filing***

Based on analysis of the peer states, who are generally considered to be ahead of the curve regarding technology transformation, the NCAOC seems to be remaining current regarding functionality, but falling behind when it comes to the technology used to support the functionality. Of particular concern is the technology used to support case management functionality, where the NCAOC seems to be further behind the peer states.

Table 2.1 (on the following page) displays the current state of the NCAOC technology-related e-Courts elements, depicted in peach; desired future e-Courts state, depicted in green; and comparison peer states, indicated by ovals. White indicates a transitional maturity level between North Carolina's current state and desired furture state.

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Table 2.1: NCAOC e-Courts Current State, Future State, and Peer State Comparison

eCourts Tools Maturity Model				
eCourts Element	**Maturity Stage**			
	Paper	**Basic**	**Intermediate**	**Advanced**
e-filing	Paper documents, handwritten or typed and printed	Paper documents scanned, uploaded to court and then printed	Integrated document viewing Some paper sorting/ filtering Pre-populated forms	Electronic Annotations eSignatures
Document Management	Paper documents and folders in filing cabinets Casework limited to physical proximity of the files	Scan and distribute documents through electronic means	Documents submitted and stored electronically Basic indexing	Retrieval of advanced metadata stored electronically Indexed and retrievable Electronic interpretation and presentation
Financial Management	Paper invoices, receipts, and checks Paper ledger Spreadsheets	Credit card capabilities Basic accounting, cashiering, and bookkeeping Financial transactions that are not integrated into the case	Real-time access to financial history of payments and balances	Mobile online payments Seamless integration of financial interactions Real-time reports Direct deposits / automated payments
Case Management	Paper statistical reports Dictated by attorneys and litigants	Limited reports are generated	Court sets future dates and monitors continuance and delays Real-time access to case management info	Ticklers and alerts Support for multiple case types Configurable business rules and workflow
Reporting & Analytics	Admin Reports Highly manual Data is driven from multiple disparate sources	Centralized reporting mechanisms with delay and batch reporting	Real-time queues Future queues Case load reports Staff has real-time access to data required	Real-time access to information Court-wide stats Trend and predictive analysis Identified set of metrics
Public Access	Paper case files Docket lists Courthouse driven	Online access, with basic court info Kiosks in the courthouse Paper requests for public documents	Online forms to print and file Online listing of scheduling and printed lists	Real-time updates and notices Online access to publically available documents
Judicial Workbench	Day planner Case files Manual wet-ink signatures Library of legal resources	Word processing for document creation Electronic calendar Simple viewing tool for electronically scanned files	Integrated electronic multi-document viewing Prepopulated forms Sorting/filtering configurable views	100% electronic case file Secure document annotation Integrated electronic signatures Document rights management Real-time electronic case updates

2.2 Gap Analysis Categories

Category 1: Management and Governance

The gaps identified relative to the Management and Governance domain specifically related to the value of having a fully operational and mature governance model in place to support the identification, consideration, prioritization, and approval of initiatives, followed by a disciplined portfolio management methodology to track the portfolio of enterprise initiatives.

Peer states cited the importance of management and governance as the primary critical success factor for prioritizing initiatives that best support the overall mission of the courts, including court improvements expected from the implementation of technology.

BerryDunn identified the following gaps in the Management and Governance domain area:

- **The North Carolina Judicial Branch has defined, but not yet made operational, a governance framework** – Industry organizations (e.g., PMI and NCSC) and peer states indicate that a formal management and governance model is the most critical success factor and will allow for the allocation of funds and personnel to prioritized initiatives. The Judicial Branch does not currently have such a framework in operation.
- **Business rules are not defined nor applied consistently from county to county** – Though county courts are part of the unified court system, they operate autonomously and define elements and conditions of their own business and court processes and procedures. These process variations were acknowledged by court clerks and others interviewed, as well as by private practice attorneys and district attorneys (DAs), during focus group sessions. Additionally, prompted by the lack of modern technology, many county courts have developed local point solutions, which has spawned a set of unsupported “micro applications” to bridge the gaps between the current technology and the requirements of the business. These point solutions result in decreased process and technology uniformity across the courts within North Carolina.
- **The NCAOC does not own or manage the court facilities (this is a county-level responsibility)** – Although the NCAOC provides the majority of technology to the courts throughout the state, the counties are currently accountable for implementing technologies that are related to specific court facilities. The projects undertaken by the individual courts to implement local technology are driven by financial resources and priorities within the counties themselves and, as a result, are not uniform from county to county. These technologies include, but are not limited to, courtroom exhibit management technology, audio/video equipment, and electronic calendar displays in public areas of the courthouse. Because these projects are not centralized NCAOC initiatives, economies of scale (e.g., leveraging centralized volume purchasing power, centralized management of common technologies) may not be realized.
- **The NCAOC is not establishing the standards of all judicial education programs, nor administering the education and training for *all* judges and staff** – This may result in business processes that are inconsistent from court to court. Industry organizations and peer

states indicate that increased common business processes across the state result in standardization in how participants interact with the courts and normalization of data that is captured and utilized during the disposition of cases. This increases the ability to report on metrics for the purposes of defining court performance.

- **The NCAOC is currently functioning consistent with best practices in project management and program management but not portfolio management, as described by PMI standards** – The NCAOC has a strong Project Management Office (PMO), leveraging industry best practices in the areas of project and program management. The primary gap between the current practices and best practices is the implementation of a formal and rigorous portfolio management process to support the approved enterprise-level initiatives.

Review of the peer states and current best practices promulgated by the NCSC, PMI, and IJIS suggests that solutions exist to close all of these gaps, which would enable the NCAOC to effectively implement its e-Courts vision. It will require the NCAOC to operationalize its endorsed governance initiative across all phases of the strategic planning process. This includes implementing a streamlined approval process that can efficiently advance the initial tasks included in the nine initiatives described in this report. The approval and governance process must be implemented as soon as possible so that initiative working groups can be formed, resources allocated and committed, and sponsorship and support from all participating stakeholders strengthened.

While high-level tasks key to implementing the specified service or technology were defined for each initiative, the Management and Governance initiative must be consistently applied across all aspects of the e-Courts initiatives to:

- Maintain a coordinated and timely schedule and process
- Limit scope creep
- Enable periodic performance review
- Assess progress against defined objectives and deliverables
- Ensure resource commitment to completing specific tasks
- Ensure coordination across initiatives
- Identify integration and collaboration processes and needs
- Enable fiscal and operational continuity

The most frequently cited lessons learned from courts endeavoring a statewide e-Courts vision are the need for strong endorsement of overall portfolio management, governance, and stakeholder commitment to assigned tasks, deliverables, and scheduled activities. Due to the NCAOC's multiple jurisdictional and administrative management priorities, consistent and regular restatement of objectives and renewal of buy-in by key stakeholders is essential to maintaining forward progress. This includes ensuring that benefits continue to support to the longer-term vision and continue to engage individual stakeholders in achieving success over the length of each initiative. Often the terms "Quick Wins" or "Phased Deliverables" are used to ensure that stakeholders see value and some immediate return on the investment of their time in the short term.

Category 2: Business Environment

The gaps identified relative to Judicial Branch's Business Environment are largely centered around the use of performance metrics to gauge court performance. These may be related to measuring a court's performance improvement as a result of technology change, business process change, or both. The NCSC defines a set of performance metrics, known as "CourTools," which includes 10 performance measures for trial courts and six performance measures for appellate courts. It also provides guidance for "specialty courts and cases," such as drug courts, mental health courts, and elder abuse cases. Some states have adopted these CourTools measures in their totality; however, most peer states indicated that they selected a subset of these measures, while also using other measures that were not specifically identified within the CourTools model. Most peer states indicated that the use of performance measures did not drive decisions regarding the prioritization and funding of technology initiatives. Instead, they indicated that, once new technology was implemented, the availability of metrics to measure court performance was an important and useful byproduct of the implementation of the new technology and its impact on court performance.

The BerryDunn team found no substantive gap between how the Judicial Branch is currently using available performance metrics and how other states are using them. The Judicial Branch is currently using a subset of available CourTools metrics to determine court performance in these areas. They are also capturing metrics that are not specifically aligned with the CourTools model, but are generally available by mining data in the current data repositories that are used by current systems and applications. However, for states that recently implemented modern technology solutions, the availability of performance metrics to determine court improvements increased, enabling them to better use these metrics to determine areas of improvement.

The following gaps were identified in the Business Environment domain area:

- **While the NCAOC is seeking to implement standard metrics, including CourTools metrics, the current statistical reporting is inadequate to effectively measure business processes and performance** – Metrics provided to and reviewed by BerryDunn did not present elapsed time for tasks within a larger workflow. Having these metrics would allow the NCAOC to determine where bottlenecks occur and where the judicious application of technology or process change might prove beneficial.
- **Limited use of performance metrics makes it difficult to determine if there is a quantifiable improvement resulting from any change in technology** – Industry best practices support defining performance metrics, conducting an initial baseline analysis of court performance against these metrics, and performing ongoing analysis of the advancement of court performance. Peer states report that, although the approval of technology initiatives is largely not driven by the need for metrics, once the approved technology has been operationalized, the availability of data to support the defined metrics is important for measuring court improvements.

Category 3: Technology

The Technology Gap Analysis is broken into the following e-Courts areas:

- e-Filing
- Document Management
- Financial Management
- Case Management
- Reporting and Analytics
- Electronic Public Access
- Judicial Workbench

e-Filing

The NCAOC has undertaken a pilot of e-filing capabilities, currently supporting a small percentage of the total number of cases and case types that may be filed electronically. Other forms of "electronic filing" are currently in place (e.g., eCitations), but are not fully automated and require clerks to print many of the citations that are filed with the Judicial Branch electronically. To support a paperless environment and the Judicial Branch's e-Courts vision, e-filing must support all relevant case types. Peer states report that full adoption of e-filing may require policy or statute changes to ensure that all filings are conducted electronically, with waivers in place to support those that may not have access to computers. Some peer states have such statutes in place and are achieving nearly 100% compliance. Other peer states are still early in the implementation of e-filing technology, waiting until core supporting technology is in place before fully deploying e-filing. Supporting technology includes, but is not limited to, a fully integrated CMS and fully functioning EIMS. The current process is time-consuming and involves an excessive use of paper for certain case types that are not set up for e-filing. Court clerks must maintain both manual and e-filed documents, resulting in duplicative business processes for case management.

Document Management

The NCAOC supports the storage and retrieval of some forms of electronic document currently; however, the initiative to implement a fully functioning EIMS is in its infancy. An EIMS solution has been identified and acquired, and there are efforts underway to determine its configuration and utilization. The gap between the NCAOC and some peer states in this area is negligible; however, the implementation of an EIMS is a predecessor to fully enabling e-filing capabilities. In the current process, searching and archiving is limited because storage flows through a shared network linked to the CMS. Additionally, traveling judges and justices continue to be burdened and slowed down because they are tethered to paper files.

Financial Management

The NCAOC currently supports an FMS that has evolved over several years. However, the technology is nearing obsolescence, making it difficult to find personnel to support it. This system is not fully integrated with the case management functionality, requiring duplicate data entry and increasing the potential for errors. Peer states report that they are utilizing more modern technologies to support the financial needs of the courts and administration. As such, they are slightly more

advanced than the Judicial Branch. As a whole, though, they have still not advanced to the highest level of maturity for financial management. For example, limiting how many cases a clerk can have open at a time delays the amount of work they can accomplish. Additionally, the current process for credit card payments is cumbersome and error-prone, and sometimes charges are mistakenly processed twice, which results in reduced confidence in the system.

Case Management

Case management is the area in which the largest gaps exist between the North Carolina Judicial Branch and peer states. NCSC and the peer states indicated that a centralized case management system is a critical success factor to support business process consistency and improvement for all courts and case types within a unified court system. An ICMS is distinguished from a CMS in that it supports multiple case types through multiple levels of a court system; whereas a traditional CMS has historically targeted a single case type or court level. Additionally, the user community for an ICMS extends beyond clerks and administrative staff to include judges and justices. Many of the peer states report that they are implementing an ICMS model—some of which began with an ICMS vision, others of which started with a traditional CMS model and have been expanding the capabilities to support multiple case types, courts, and users.

The NCAOC supports a system of eight case management modules that provide limited CMS functionality. These modules have evolved over the past 30 years (some are more modern) and were designed to support specific case types. As currently implemented, the modules comprising case management functionality are used inconsistently, which results in redundancy in workflow, the potential for loss of information and/or files, and increased time spent to correct errors.

Reporting and Analytics

Currently, most reports must be requested from the NCAOC (specifically the TSD) for development. This process can be time-consuming, limiting the availability of reports in a timely manner. Most reports are executed in a batch (e.g., overnight) mode, and ad hoc queries and reporting are generally not available for users in the courts to execute. Peer states with modern CMS technology in place claim that reporting has become much more real time and accessible to those that require it. Modern ICMS technology enables the definition and utilization of common business practices across the organization, further supporting the use of common data element definitions. Because the data is stored in a common manner, reporting on performance metrics is much more accurate and useable to determine where the courts may require improvement.

Electronic Public Access

Most peer states and the Judicial Branch support some level of electronic access to the courts. This is typically enabled through a public website or portal, and can also be supported through the use of kiosks that are strategically placed throughout the state. There is no significant difference between the Judicial Branch's maturity and capabilities in this area and those of the peer states. However, many industry publications describe mature electronic access to the courts models, in which case participants, the public, and other stakeholders have access to appropriate information at any time, using technology that is not location dependent. Increasing the Judicial Branch's maturity in this area

will require an ICMS and a fully functional EIMS. It may also require statute or policy changes to enable access to files that currently must be accessed solely by visiting a courthouse.

Judicial Workbench

The NCAOC supports elements of a Judicial Workbench, including access to jury instructions technology and links to electronic versions of statutes, judicial briefs, and other related documents for use on the bench and during case preparation. The industry generally refers to the Judicial Workbench as an interactive view into case information that may be stored in various locations, such as an ICMS and EIMS. One working definition of the Judicial Workbench is provided in the context of "Judicial Tools" through the JTC, established by the Conference of State Court Administrators (COSCA), the National Association for Court Management (NACM), and the NCSC. Of the judges and justices interviewed, many of them were unaware of the value of a Judicial Workbench, including the ability to interact with cases in real time and actively manage their dockets.

3.0 e-Courts Strategic Technology Initiatives

3.1 Strategic Initiatives Development

A set of nine initiatives were identified as a result of the gap analysis phase. These initiatives are intended to advance the NCAOC technology environment towards a more evolved e-Courts maturity. Many of these initiatives are currently in some stage of implementation already. This section includes a proposed order of implementation based on best practices, initiative dependencies, and feedback from a subcommittee of the NCCALJ Technology Committee during a workshop conducted in July 2016. A summary of these initiatives is provided in the table below.

Table 3.1: Summary of Initiatives

Initiative	Summary of Initiatives
A	Management & Governance
B	Baseline Metrics
C	Reporting & Analytics
D	Enterprise Information Management System (EIMS)
E	e-Filing
F	Integrated Case Management System (ICMS)
G	Financial Management System (FMS)
H	Electronic Public Access
I	Judicial Workbench

The initiatives, rated in terms of the anticipated benefits and implementation complexity for each, and graphic of each is depicted as shown in Table 3.2.

Table 3.2: Implementation Complexity

Complexity Rating	
 High	**Highly Complex ("High")** characteristics include: • Detailed planning and/or requirements determination • Development and execution of a robust and detailed schedule • High utilization of Judicial Branch staff and management resources • Significant business process reengineering • Disciplined change management and acceptance by operational staff • Strong and consistent governance to manage change and to reduce the risk of stakeholder rejection and scope creep
 Moderate	**Moderate Complexity ("Moderate")** characteristics fall between the High and Low complexity rankings.

Complexity Rating	
 Low	**Minimal Complexity ("Low")** characteristics include: • Predefined and accepted requirements already in place • Straightforward with regard to scheduling • Limited impact on Judicial Branch resources • Limited change management to the current processes • Low risk of operational staff and stakeholder rejection

Additionally, the initiatives were assigned an indicator of the level of anticipated benefit, as depicted in Table 3.3.

Table 3.3: Anticipated Benefits Rating

Anticipated Benefits Rating	
 High	**Highly Beneficial ("High")** characteristics: • Impact a large number of stakeholders • Provide significant value
 Moderate	**Moderately Beneficial ("Moderate")** characteristics fall between the High and Low benefit rankings.
 Low	**Narrow Value ("Low")** characteristics: • Impactsa small number of stakeholders • Provide limited value

3.2 Prioritized List of Strategic Technology Initiatives

This section contains a short description of the nine e-Courts Strategic Technology Initiatives in priority sequence, along with a graphic depicting the Anticipated Benefits Rating and the Complexity Rating. While listed in ascending order, some initiatives will overlap and run concurrently. For a complete description of the nine e-Courts Strategic Technology Initiatives, see Appendix A.

Initiative A – Fully Implement Management and Governance Process
Initiative Description: Two separate technology committees have endorsed an IT governance model and charter. The charter sets forth a method by which decisions are made and by whom; however, it has not yet been fully operationalized and expanded. The governance model is the foundation of the e-Courts vision. BerryDunn recommends that the NCAOC operationalize the Governance Charter. The charter establishes a set of policies and procedures that dictate the process by which chief strategic decisions are made, and is less focused on tactical or smaller projects. The overarching governance model will serve as the method to achieve all of the remaining initiatives laid out in this Plan. The NCAOC should consider implementing a best-practice portfolio management framework (such as is recommended in PMI's Project Management Book of Knowledge [PMBOK]) and apply it to all NCAOC initiatives. Additionally, the NCAOC should consider updating the current initiative or project submission and

Initiative A – Fully Implement Management and Governance Process		
prioritization process to address all project sizes (e.g., large multiyear projects, small ad hoc projects, projects that may arise within the fiscal year).		
Ranking and Impact		
Priority Ranking	**Implementation Complexity**	**Anticipated Benefits**
1	 Moderate	★★★ High

Initiative B – Identify Metrics and Conduct a Baseline Analysis		
Initiative Description: Disciplined tracking and reporting of performance metrics will help the Judicial Branch determine where personnel and funding are best applied in order to achieve its vision and improve performance against organizational goals. The NCAOC has metrics it currently monitors and analyzes. Three of the measures are drawn from CourTools. We suggest the NCAOC determine the metrics on which it wants to base its effectiveness and efficiency. We recommend the NCAOC define the data elements it wishes to use and take steps to ensure they are standardized across the state. The NCAOC should also define the "to-be" business process descriptions when developing the metrics. In addition, the stakeholders or audience for whom the measures are of interest should be considered, along with how that information or the results of that analysis are presented to them. The baseline analysis should occur as soon as possible, but it may need to wait until after Initiative C – Reporting and Analytics has commenced and the tools needed to analyze the data are in place.		
Ranking and Impact		
Priority Ranking	**Implementation Complexity**	**Anticipated Benefits**
2	 Low	★★★ High

Initiative C – Reporting & Analytics		
Initiative Description: Judicial Branch staff across the state with direct daily operational management duties do not have comprehensive ad hoc reporting and querying capabilities and are unable to drill down into core court business processes for data analysis and reporting. By expanding the reporting and analytics capabilities, parties performing queries and analyzing data will be able to identify areas within business processes that need change. They will also be able to review performance and the status of case workflow, and be better able to manage case activity. In order to expand upon current reporting and analytics capabilities, the e-Courts Strategic Technology Plan needs to include a robust, feature-rich reporting and management analysis toolkit. The data source upon which the reporting and management analytics occurs could take the form of a "data lake," data warehouse, or some other repository that consolidates disparate data sources. Sources of data could include the ICMS, FMS, EIMS, and others. This reporting and analytics capability could be acquired and implemented after a Request for Proposals (RFP) and procurement process, and the system selected will provide pre-formatted reports that allow for drill-down in data from query results. It will also allow for scheduling standard, periodic, or batch report runs. Additionally, this functionality will be configurable; allow for standard and ad hoc reporting; include user-friendly query tools common in standard statistical or analytical software; have the ability to create and run ad hoc reports by any set of criteria; have the ability to save, copy, and manipulate reports and report data; and allow authorized users to redact or hide private or sensitive data as necessary. The CourTools integration standards and other performance measures to evaluate court metrics in a standardized manner is essential.		
Ranking and Impact		
Priority Ranking	**Implementation Complexity**	**Anticipated Benefits**
3	Moderate	★★★ High

Initiative D – Enterprise Information Management System (EIMS)
Initiative Description: An EIMS is a secure electronic repository used to store, retrieve, archive, and associate a variety of documents with cases and court proceedings. The EIMS is integrated with other e-Courts applications to create a consolidated electronic court case record with data from the ICMS, the FMS, e-payment, and e-filing components. The EIMS facilitates other applications' ability to use data accumulated in association with a case. Using the EIMS' workflow features, the court may electronically route documents and include individuals' annotations. The EIMS would support document scanning, document processing, indexing, sorting, reporting, and tracking and search functions. Currently, these activities are performed manually on documents received by the court. Including an EIMS in the NCAOC e-Courts applications suite provides internal and external stakeholders with access to documents appropriate for their role in court interactions. The EIMS enables information

Initiative D – Enterprise Information Management System (EIMS)		
sharing, exchange, and document access to occur electronically. An EIMS replaces paper transactions, whether within the courtroom, chambers, the office, police car, or at home. The NCAOC is in the early stage of implementing an EIMS to support future e-filing and related e-Courts initiatives. This initiative, as presented here, is intended to prioritize and formalize the implementation approach. The NCAOC should consider leveraging the current EIMS capabilities specific to creating portals for the "Actor Views." The use of portals that are tailored specific to the actor/user to display the reports and dashboards generated from Initiative C – Reporting and Analytics gives the user the exact information in a manner that it can be best utilized. The documents within the EIMS may originate from a variety of sources, including from the ICMS or another e-Courts application, or as e-filed by parties and external stakeholders. The EIMS may access images from a repository of converted hardcopy back-up files, documents submitted electronically as images (not e-filing), converted microfilm, and other media. Images/documents within the EIMS can be made accessible online for searches, through a portal, and to the court and external case parties as needed for case processing, without the need to produce a hardcopy when the file moves from one workflow stage to another. Though the EIMS would provide paperless electronic filing capabilities, court order and legislative statutory changes may be required in instances where original record regulations and/or court policy requires maintenance of a hardcopy record, or when certain original documents require a "wet signature" and manual filing with the clerk's office.		
Ranking and Impact		
Priority Ranking	**Implementation Complexity**	**Anticipated Benefits**
4	Moderate	★★★ High

Initiative E – e-Filing
Initiative Description: An e-filing system provides a means for anyone involved with the court system—the public, attorneys, and court officials—to submit documents and/or information to the court electronically. This includes forms submitted to the court from law enforcement, litigants, district attorneys, and pro se defendants, and includes search warrant requests, citations, criminal complaints, indictments, and dismissals, as well as civil, juvenile, and appellate complaints and responses. Some electronic filings will originate from fillable forms available on the web. The NCAOC should take into consideration the "actors" and their respective "views" through the e-filing system as it works though this initiative. With e-filing, once the data is submitted via the fillable form, it may be evaluated and processed to respond to triggered events or initiate other tasks or events within the ICMS. As a component of the NCAOC e-Courts strategy, receipt of documents submitted through e-filing should trigger events within defined workflows. These would include notification, financial tracking, case event status, and other management-specific processes. As was noted in Initiative D – EIMS, the Judicial Branch may eventually need to change rules and statutes to require that all submissions to the court come through e-filing, enabling the appropriate

Initiative E – e-Filing		
component(s) of the NCAOC e-Courts system to incorporate the data included in the e-filed document and eliminating the need to reenter data in the ICMS, FMS, or other system modules. Based on a set of requirements defined in 2007, the NCAOC has previously licensed an e-filing system and rolled out functionality to a subset of counties in a pilot project. Additionally, the NCAOC has developed electronic filing capabilities for both criminal and non-criminal violations, such as motor vehicle and seat-belt, traffic, hunting and fishing, underage drinking, and speeding violations. The NCAOC should define a fresh set of business requirements in regard to e-filing and consider issuing either a Request for Information (RFI) or RFP to identify possible e-filing solutions/vendors.		
Ranking and Impact		
Priority Ranking	**Implementation Complexity**	**Anticipated Benefits**
		

Initiative F – Integrated Case Management System (ICMS)
Initiative Description: One of the most prevalent requests for a near-term initiative during the interviews was for the provision and implementation of a comprehensive (feature-rich) ICMS. The various participants in the interviews often referred to specific system components, such as a scheduling system, electronic notification, date and event-driven "ticklers," reporting, and docketing. From a strategic technology planning perspective, all such features are considered functionality contained in a single solution—that being an ICMS. The overall goals of the ICMS could be achieved through the implementation of a centralized, statewide, uniform platform that includes all functionality necessary to complete all tasks for clerks, judges, court administrators, and prosecutors necessary for case initiation, docketing, scheduling, processing, decision making, adjudication, and disposition. This includes incorporation and maintenance of all case-related documentation and electronic approval processes necessary to initiate and seamlessly process a case electronically from initiation through dismissal. Whether the NCAOC chooses to implement a new ICMS – either through acquisition of a commercial off-the-shelf (COTS) product or through in-house integration and upgrade of the existing standalone components – the resulting system should provide specific views and access based upon the roles and actors who will use the ICMS to complete specific actions for case-specific, case-type functions or roles. To achieve the goals, the ICMS should: • Provide electronic processing functionality for all case types to record, track, and manage events and actions from case initiation through case disposition, utilizing thorough, flexible workflows that generate automated reminders (ticklers) and electronic notification to court staff and case participants/parties of case events, decisions, and court calendars. • Enhance the concept of a fully, or near-fully, paperless case records and document management system. • Integrate with an e-filing solution that enables electronic access, signature, and authorization capabilities for court-related events, warrants, and other court criminal and civil processes, dispositions, and judicial actions. This includes the ability to create, docket, electronically deliver, electronically sign, and print relevant court notices and case-related documents and notices.

Initiative F – Integrated Case Management System (ICMS)		
• Collect the data necessary to enable ongoing management reporting, workload management, and performance measurement and analytics. • Integrate the case and financial management features of the case and support existing interfaces to enable automated data exchange, financial and case disposition reporting, and search and query both internally and with other State and local agencies and justice partners. • Provide comprehensive functionality to integrate documents, images, and exhibits maintained in the EIMS to the ICMS, including archiving and retrieval capabilities. As FMS functionality is incorporated into most COTS ICMS solutions, BerryDunn recommends including the FMS requirements in the ICMS model if it is acquired by RFP. These requirements can be used to evaluate flexibility and scope of the COTS solutions proposed to meet both the ICMS and FMS, as well as address the NCAOC expectations for quality and performance improvement goals included in the performance reporting and analytics initiatives.		
Ranking and Impact		
Priority Ranking	**Implementation Complexity**	**Anticipated Benefits**

Initiative G – Financial Management System (FMS)
Initiative Description: During focus group sessions with court clerks, attendees routinely describe the FMS and the process of determining and collecting fees, fines, and costs as cumbersome, with a variety of shortcomings. The NCAOC should look at the ICMS solution that has commenced in Initiative F to make sure the capabilities sought do not already exist and need to be leveraged out of the ICMS solution. The NCAOC should also take into consideration the "actors" and their respective "views" through the FMS as it works though this initiative. Capabilities of any standalone FMS deployed, or an FMS component within the ICMS, should include the ability to integrate with the ICMS across all courts and case types. In addition, it should have real-time presentation of fees, fines, and costs with any offsetting prior payments. It should also have the ability to make real-time adjustments at the cashier's window when presented with authenticated documentation. Additionally, the FMS should have the ability to: • Support multiple charge codes with varying costs based on location • Support payment through multiple means, including credit card, debit card, cash, personal check, and cashiers/bank check • Generate a statement of charges and payments for a case or range of cases, and print or email the statement(s) • Produce a range of management reports • Export and transmit transaction activity, in detail or in aggregate, to external systems or other financial systems maintained at NCAOC or elsewhere • Maintain case-related transaction activity within the FMS and available for presentation through self-service kiosks, browser-enable workstations, smartphones, or other devices to support inquiry and payment online
Ranking and Impact

Initiative G – Financial Management System (FMS)		
Priority Ranking	**Implementation Complexity**	**Anticipated Benefits**
7	 Moderate	 Moderate

Initiative H – Electronic Public Access
Initiative Description:
The Electronic Public Access capability provides the public with access to available Judicial Branch information (including that from ICMS) through self-service kiosks and personal devices (e.g., smart phones, tablets, and desktop and notebook computers). Web-based Electronic Public Access capabilities will provide the public the ability to conduct an online search of publicly available court records and documents, submit online payments, and complete online forms (eForms) related to case initiation, processing, and requests for services. Currently, the NCAOC provides access to standard forms from the Judicial Branch website and the public may only obtain publicly available case documents in hardcopy format on-site at a court location. The e-Courts vision includes expanding the Electronic Public Access capabilities and the need to provide access to publicly available case documents from anywhere, at any time, as supported by State statute and Judicial Branch policy. As part of this initiative, the Judicial Branch should review its policies around the scope and restrictions of publically available documents. Leveraging the practices of other states, as well as the best practices recommended by the NCSC, should help guide the NCAOC when tailoring its policies to find a balance between the intended transparency of the Judicial Branch and the privacy rights of citizens. The Electronic Public Access capabilities will interface with the EIMS, which will interface with the e-filing capabilities of the ICMS, to enable documents to be filed, retrieved, and work-flowed electronically, without a need for printing or creation of manual files. The result of the Electronic Public Access initiative will provide the public stakeholders with a readily accessible self-service capability and e-access to the right information, at the right time, right where they are.
Ranking and Impact

Priority Ranking	**Implementation Complexity**	**Anticipated Benefits**
8	 Moderate	 High

Initiative I – Judicial Workbench
Initiative Description:
The Judicial Workbench is a dashboard/portal application that provides the electronic tools to meet the specific case processing, judicial decision making, and management needs of trial court judges on the bench and in chambers. Utilizing a dashboard or workspace format, the Judicial Workbench provides a single point of entry into the day-to-day operational and managerial information needed by a judge. It

Initiative I – Judicial Workbench		
provides access to the data included in the e-Courts ICMS, summary case and defendant history, and information from other justice agencies. The Judicial Workbench also brings together – under one umbrella system – traditional office applications, legal research capabilities, web portal access to external applications, and a powerful decision support capability to judges. Judicial Workbench functionality will assist in meeting the overall e-Courts objective to provide internal and external stakeholders with the right information, at the right time, right where they are. A Judicial Workbench enables judges to access the right information needed to enable them to better manage their workload and to carry out their daily activities more effectively than in the current environment.		
Ranking and Impact		
Priority Ranking	**Implementation Complexity**	**Anticipated Benefits**
9	 **Low**	 **Moderate**

4.0 Implementing the e-Courts Strategic Technology Plan

This section provides guidance on implementing the e-Courts Strategic Technology Plan, including a listing of the initiatives in priority sequence, the estimated cost of each initiative, the year in which the initiative is proposed to begin, and guidance for the ongoing governance of the Plan.

4.1 Budget and Timeline

Section 3.2 of the e-Courts Strategic Technology Plan provided descriptions for each initiative and what each entails, identified implementation complexity and timing for the initiative, and listed anticipated benefits of the initiative.

Table 4.1 summarizes the budget estimates for the recommended initiatives that have been presented in this plan. The timeline provides a framework for budgeting initiative costs and for planning implementation timeframes over a six-year horizon (including the current fiscal year as “Year 0”). The initiative costs are presented as estimates and will vary based on the budget of the Judicial Branch, competing technology initiatives, the availability of support resources, and the specific technical approach used to undertake an initiative. Table 4.2 depicts the estimated operational costs post implementation.

Each initiative in the table can be started and/or completed within a given fiscal year. Rather than attempting to determine exactly when a particular initiative would be undertaken, this table is intended to identify the fiscal year(s) in which an initiative should be initiated. A dash symbol indicates that there are no planned activities for the initiative during the respective fiscal year. For a detailed list of budget assumptions made for each of the nine initiatives, see Appendix A.

For each of the initiatives, the major assumptions used in preparing the budgetary estimates are described with Appendix A. All of the estimates assume that TSD will make available resources in addition to the Judicial Branch and consultant hours. Resources were priced based upon staff role estimates for specific role-based positions and tasks and segmented by:

- TSD Staff
- Judicial Branch subject matter experts (SMEs)/Non-TSD staff
- External consultants

For each staffing classification, blended rates and industry standard costs for major staff roles were developed. The major staff roles include, but are not limited to, Programmers, Web Developers, Senior Business Analysts, Planners, and Judicial Branch SMEs.

The NCAOC provided staffing data and case management data that was used for planning and cost estimations.[i]

Generally, implementation go-live resource cost estimates included tasks assigned to the NCAOC SME, non-TSD staff, TSD, and either contractor staff or vendor staff as relevant. Implementation costs also include the following assumptions:

- All software will be loaded and installed by the NCAOC and TSD according to current procedures.
- Local on-site technical support for end users in the courts will be provided by the TSD as an overall expansion of the current support procedures.
- Helpdesk volume estimates for end users and local court staff were based upon NCAOC-provided data.

The initiatives and associated assumptions are provided in Appendix A.

[i] NCAOC email groups list with FTE count (J. Williams 2-23-16 email to Berry Dunn), Trial Courts Report – North Carolina Judicial Branch 2014 – 2015 Statistical and Operations Report; General Fund Permanent Positions Reports

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Table 4.1: Project and Initiative Budget and Timeline Matrix ($)

	Initiative Budget and Timeline Matrix ($)										
Strategic Initiative		Year 0 FY2017	Year 1 FY2018	Year 2 FY2019	Year 3 FY2020	Year 4 FY2021	Year 5 FY2022	Year 6 FY2023	Base Total	Budget Target	Total with Risk Adjustment
	Initiatives Starting in Year Zero										
A	Management & Governance	$438,264	$918,926	$870,202	$870,681	$865,749	$223,149	$223,149	$4,410,120	$4,919,621	$5,429,123
B	Baseline Metrics	$70,540	$43,647	$29,098	$29,098	$14,549	$14,549	$14,549	$216,030	$234,612	$253,194
C	Reporting & Analytics	$411,708	$1,025,902	$697,750	$334,048	$250,492	$97,200	$97,200	$2,914,300	$3,218,786	$3,523,272
D	EIMS	$2,312,180	$6,613,359	$6,951,675	$5,573,191	$1,968,436	$1,357,956	$947,856	$25,724,654	$28,163,407	$30,602,161
E	e-filing	$793,500	$2,210,996	$2,165,354	$1,563,169	$1,135,042	$360,892	$360,892	$8,589,845	$9,381,414	$10,172,983
F(a)	ICMS (build)	$300,141	$3,704,495	$9,872,789	$11,787,013	$12,446,525	$6,274,836	$2,052,568	$46,438,366	$52,098,002	$57,757,639
F(b)	ICMS (buy)	$239,241	$296,955	$6,450,347	$9,889,899	$11,510,353	$8,130,298	$2,239,833	$38,756,926	$43,233,506	$47,710,086
G	FMS	$40,800	$644,150	$911,150	$0	$0	$0	$0	$1,596,100	$1,714,312	$1,832,524
H	Electronic Public Access	$30,030	$462,877	$26,899	$450,627	$413,377	$225,477	$143,425	$1,752,710	$1,925,171	$2,097,632
	Initiatives Starting in Year One										
I	Judicial Workbench	$0	$135,222	$84,018	$63,974	$39,493	$18,605	$10,444	$351,755	$388,029	$424,303
		FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	Base Total	Budget Total	With Risk Adjustment
Total Including F(a) ICMS-Build	Capital	$4,397,163	$15,138,055	$21,608,935	$17,687,733	$10,704,523	$4,929,496	$4,848	$75,092,270	$83,213,780	$91,335,290
	Operational	$0	$0	$0	$2,984,068	$6,429,140	$3,643,168	$3,845,235	$16,901,611	$18,733,073	$20,564,536
Total Including F(b) ICMS-Buy	Capital	$4,336,263	$12,352,033	$18,186,493	$15,790,618	$10,379,911	$5,492,807	$4,848	$66,542,973	$73,485,230	$80,427,488
	Operational	$0	$0	$0	$2,984,068	$5,817,579	$4,935,319	$4,032,501	$17,769,468	$19,664,625	$21,559,783

Table 4.2: Project and Initiative Budget and Timeline Matrix ($) Years 7-10

	Initiative Budget and Timeline Matrix ($) Post Implementation – Operational Costs	
Strategic Initiative		**Years 7-10**
A	**Management & Governance**	$892,596
B	**Baseline Metrics**	$46,144
C	**Reporting & Analytics**	$388,800
D	**EIMS**	$5,431,824
E	**e-Filing**	$1,000,000- $1,200,000
F(a)	**ICMS (build)**	$4,800,000-$12,400,000
F(b)	**ICMS (buy)**	$6,800,000-$15,200,000
G	**FMS**	Subsumed within Initiative F
H	**Electronic Public Access**	$573,700
I	**Judicial Workbench**	$41,776
Total		**Years 7-10**
Total Including F(a) ICMS-Build		$13,374,840-$20,974,840
Total Including F(b) ICMS-Buy		$15,374,840-$23,774,840

The following figures depict the six-year trend of the combined budget amounts for the Strategic Initiatives in each of the Plan years with either an ICMS-build or an ICMS-buy.

Figure 4.1: Spending Levels with an ICMS-Build

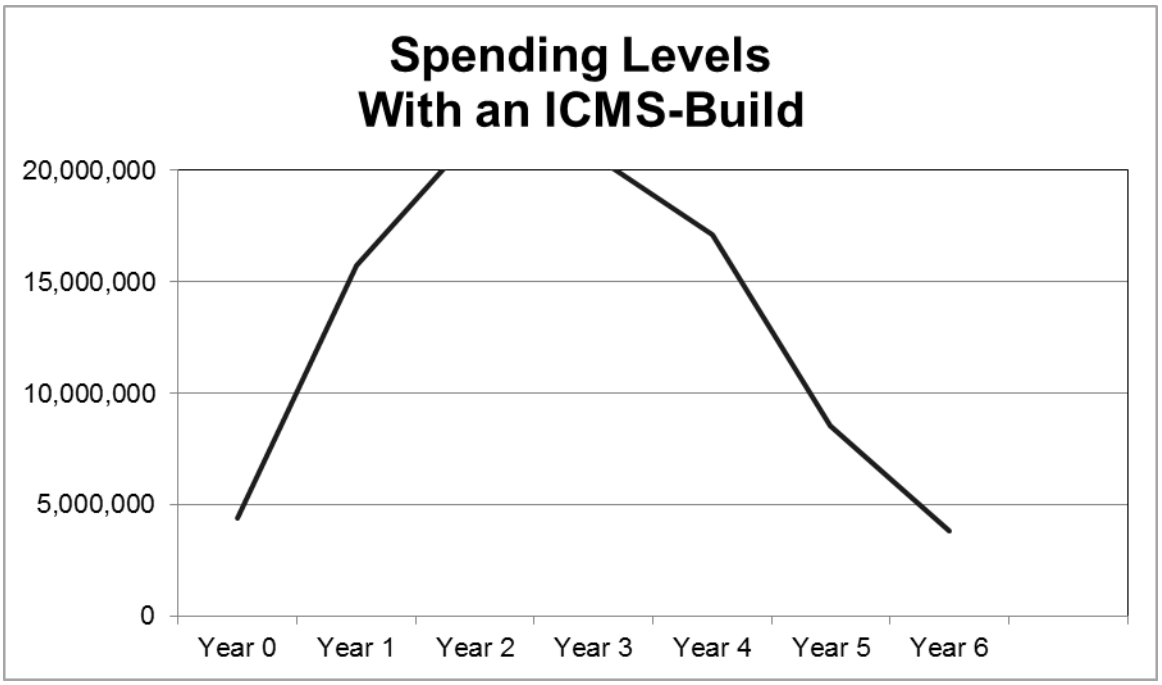
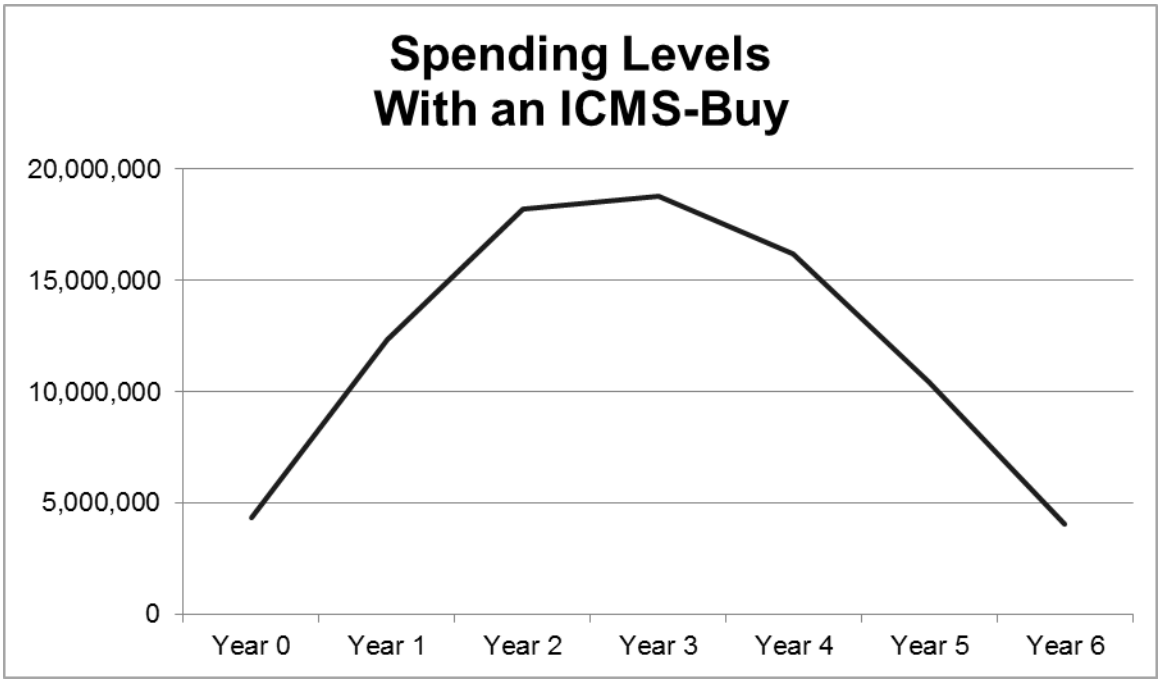


Figure 4.2: Spending Levels with an ICMS-Buy



The figures below depict the six-year trend of capital expenditures and ongoing operational costs for both the ICMS-build and ICMS-buy options.

Figure 4.3: Spending Levels of Capital Expenditures and Ongoing Operational Costs with an ICMS-Build

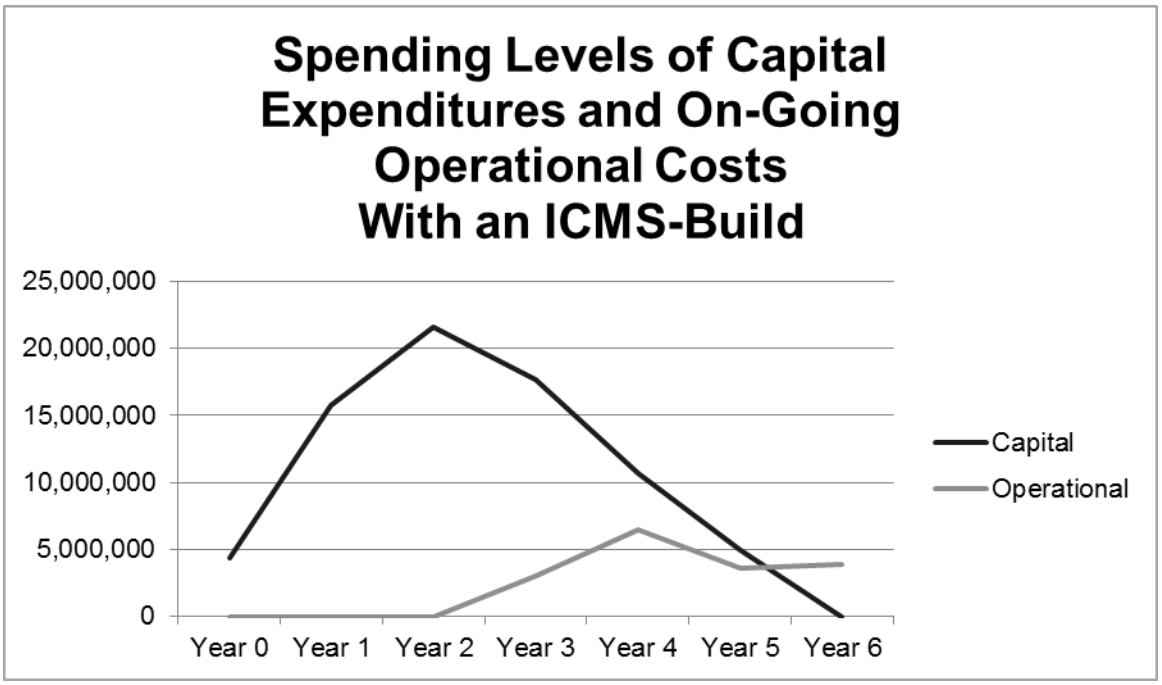
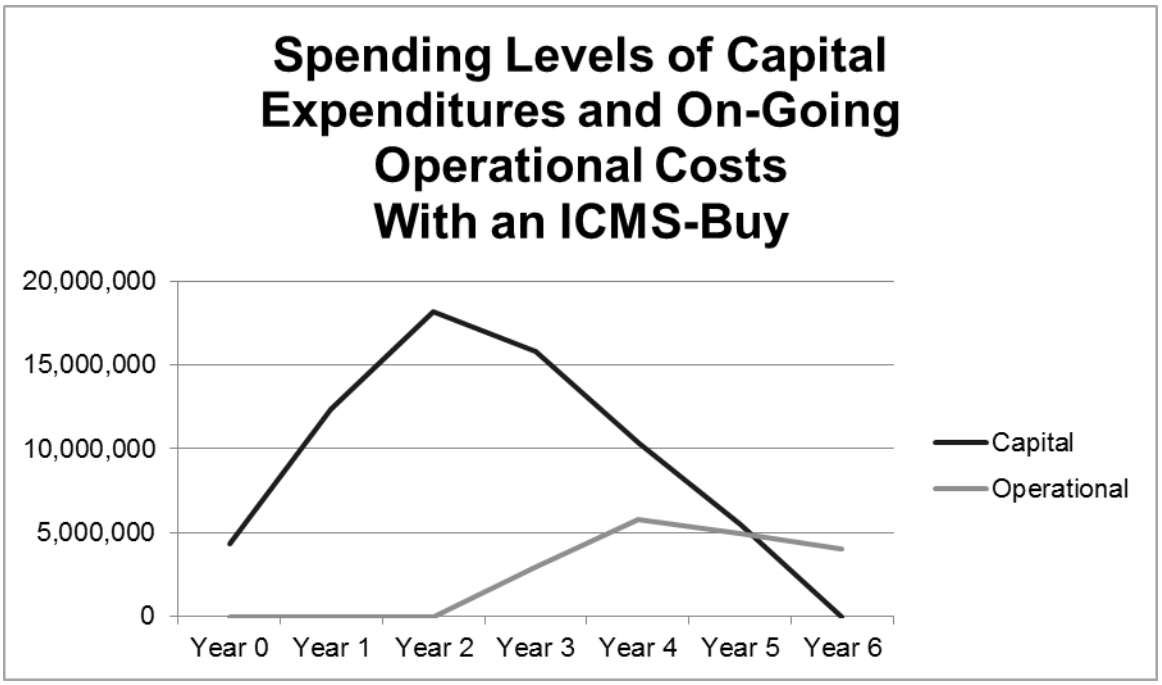


Figure 4.4: Spending Levels of Capital Expenditures and Ongoing Operational Costs with an ICMS-Buy



The first year of each initiative generally includes initiative planning work, which is typically not as funding-intensive as later years. Similar organizations undertaking strategic technology planning initiatives typically follow an approach to have the increased budget levels mostly be realized in the second, third, and fourth year of the plan to ensure adequate time to secure funding. The increase in budget levels in these years of the Plan represents the investment related to initiatives for new applications. In years six through 10, the costs shift from capital expenditures to ongoing operational costs.

In addition to new funding that may be needed to support the identified Strategic Initiatives, additional operational funding will need to be secured in cases where new applications or technologies are implemented as part of the plan.

4.2 Updating the Plan

BerryDunn recommends that the Judicial Branch review and update the e-Courts Strategic Technology Plan twice a year. It is anticipated that new initiatives will be identified throughout the year and they may impact the priority level of the initiatives proposed in this Plan. The review process should follow a ratified management and governance model and involve executive management from the Judicial Branch, as well as the TSD Chief Information Officer (CIO). The review meetings should address the following:

- The first update of the year should be to track the progress made against initiatives.
- The second update should focus on reassessing upcoming initiatives and reprioritizing the order of them for the upcoming fiscal year. The overall decision to reprioritize initiatives should be made by the Judicial Branch executive team. As part of this update, a Judicial Branch representative, along with the TSD CIO, should meet with department directors to obtain their input and communicate plans for the upcoming year.

4.3 Success Factors for the Plan

One of the critical success factors for the implementation of the e-Courts Strategic Technology Plan will be executive support for the initiatives in the plan. The Judicial Branch has committed to undertaking the initiatives in this Plan, and support will need to be provided to allocate the appropriate resources, as well as ensure that initiatives outside the scope of this Plan in current and future years are thoroughly evaluated before adjusting the existing priorities of the initiatives in the Plan.

In order to implement the initiatives in this plan, it will be critical for the Judicial Branch to implement the recommended portfolio management practices. Implementing the initiatives in this Plan will not only require Judicial Branch resources and appropriate staff, but also a structured methodology to increase the likelihood of success.

It is important that, over the next five years, the roles of the Judicial Branch and TSD continue to evolve and that they continually assess leading edge and proven technology tools to solve technology issues within the NCAOC.

EXHIBIT B

CONSOLIDATED SAAS TERMS, SERVICE LEVEL AGREEMENT, AND TERMS AND CONDITIONS

This Contract is entered by and between the North Carolina Administrative Office of the Courts ("NCAOC"), on behalf of the North Carolina Judicial Branch, and Tyler Technologies, Inc. ("Tyler") (jointly referred to as "the Parties") and is effective as of the date on which it first becomes fully executed by both Parties (the "Effective Date").

WHEREAS, after a competitive procurement process, NCAOC selected Tyler to provide certain Products and services set forth in this Contract, including providing access to Tyler's Software, Products and Cloud Service; and

WHEREAS Tyler desires to provide Products and services under the terms of this Contract in exchange for the good and valuable consideration listed in the Cost Proposal & Payment Schedule and other mutual covenants and promises set forth in this Contract;

NOW THEREFORE, the Parties agree to this Contract consisting of the following documents that are listed in descending order of precedence:

1. Consolidated SaaS Terms, Service Level Agreement, and Terms and Conditions, excluding its Exhibits;
2. Exhibit A, Statement of Work and Schedule A-1, Section 12.0 of Tyler's Response to NCAOC's Request for Proposals (i.e. the Responses to Business Capabilities/Requirements Matrices);
3. Exhibit B, Cost Proposal & Payment Schedule;
4. Exhibit C, Electronic Filing Exhibit;
5. Exhibit D, Merchant Payment Card Processing Exhibit;
6. Exhibit E, First and Second Rounds of Clarification Questions and Responses, incorporated herein by reference;
7. Exhibit F, Remainder of Response to the Request for Proposals, incorporated herein by reference; and
8. Exhibit G, Request for Proposals 02-18055, incorporated herein by reference.

1) DEFINITIONS

a) "Cloud Service" means Software-as-a-Service (SaaS) consisting of system administration, system management, and system monitoring activities that Contractor performs for the Tyler Software including the capability to use Tyler's Software applications initially running on Microsoft AZURE Government Cloud domain infrastructure provided by Tyler. Tyler is responsible for managing, securing, and controlling the underlying cloud infrastructure including network, servers, operating systems, and storage, and individual application capabilities with the exception of

limited user-specific application configuration settings. Cloud Services are also referred to herein as SaaS Services.

b) "Computer" means a Data processing device capable of accepting Data, performing prescribed operations on the Data, and supplying the results of these operations; for example, a device that operates on discrete Data by performing arithmetic and logic processes on the Data, or a device that operates on analog Data by performing physical processes on the Data.

c) "Contract" refers to all of the documents listed in descending order of precedence in the paragraph preceding this Definitions section.

d) "Contract Administrator" shall mean Tyler's Director of Contracts (currently Rob Kennedy-Jensen) and NCAOC's Chief Business Officer (currently Brad Fowler) or their respective designee(s).

e) "Contractor," "Vendor," and "Tyler" refer to Tyler Technologies, Inc.

f) "Data" means recorded information, regardless of form or method of recording.

g) "Deliverables" means those service deliverables itemized in the Cost Proposal & Payment Schedule attached hereto as Exhibit B.

h) "Defect" means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in Contractor's written proposal to NCAOC, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Tyler's maintenance and support services included with this Contract, and the governing functional descriptions for such future functionality will be set forth in the then-current Documentation.

i) "Documentation" means any online or written documentation related to the use or functionality of the Tyler Software that Contractor provides or otherwise makes available to NCAOC, including instructions, user guides, manuals and other training or self-help documentation.

j) "Incident" means an unexpected, unintended, or unplanned symptom relating to the use or operation of the Cloud Service or Tyler Software that appears reasonably attributable to an issue within Tyler's responsibility or control under this Contract that may require Support under this Contract. Representative examples of an Incident may include Downtime or a Defect.

k) "Judicial Branch" shall mean the North Carolina Judicial Branch.

l) "Judicial Branch Data" shall mean Data provided by the Judicial Branch in addition to any Data derived therefrom, metadata, and Data collected or maintained by Contractor in connection with services provided under the Contract.

m) "NCAOC" or "Client" shall mean the North Carolina Administrative Office of the Courts.

n) "Non-Qualified Products" are hardware and Software not supplied or approved by the Contractor, and Products for which NCAOC does not allow Contractor to incorporate modifications.

o) "Products" include Tyler Software, Deliverables, or Documentation, as listed in the Cost Proposal & Payment Schedule.

p) "Professional Manner" means that the Contractor's personnel performing services will possess the skill and competence consistent with the prevailing business standards in the applicable section of the information technology industry.

q) "SaaS Fees" means those fees set forth in the Cost Proposal & Payment Schedule for payment of SaaS Services.

r) "SLA" means the service level agreement for the Cloud Service set forth in Paragraph 3.

s) "Software" is Data executable or interpretable by a Computer to perform one or more tasks.

t) "Support" means one or more services rendered to assist users or administrators with the Cloud Service or the Tyler Software, including but not limited to, Tyler Software updates and other maintenance and support services, all if and as described in this Contract.

u) "Support Call Process" means the support call process applicable to all of Tyler's customers who have licensed the Tyler Software. A copy of Tyler's current Support Call Process is included in Paragraph 7.

v) "Term" means the ten (10) year period commencing on the first day of the month following the Effective Date.

w) "Tyler Software" means Contractor's proprietary software, including any integrations, custom modifications, or other related interfaces identified in the Cost Proposal & Payment Schedule and licensed by Contractor to NCAOC through this Contract. The Tyler Software also includes embedded third-party software that Contractor is licensed to embed in Contractor's proprietary software and sub-license to NCAOC.

2) CLOUD SERVICE

Tyler shall provide the Cloud Service hosted initially on Microsoft AZURE Government Cloud domain infrastructure dedicated to NCAOC. In the event that Tyler proposes to migrate the Cloud Service to another host, a formal amendment of this Contract shall be required under Paragraphs 33 and 43 below.

During the term of this Contract, including any renewals or extensions thereof, Tyler shall comply with: (1) any and all certifications and accreditations in connection with the Contract or legal requirements applicable to Tyler's provision of the Cloud Service; and (2) National Institute of Standards and Technology (NIST) 800-53 information security standard or its equivalent.

NCAOC may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations except as required by applicable law; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, or assist a third party in building or supporting, products or services competitive to Contractor; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Contract.

Judicial Branch Data is classified as follows under NIST 800-60:

Information and Information System Security Objectives	Potential Impact Levels
Confidentiality	High
Integrity	High
Availability	High

3) CLOUD SERVICE LEVELS

I. Agreement Overview

This SLA outlines the information technology service levels that Tyler will provide to NCAOC to ensure the availability of the SaaS Services that Tyler will provide in connection with the Contract.

II. Definitions. Except as defined below, all defined terms have the meaning set forth elsewhere in the Contract.

- **"Attainment"** means the percentage of time during a calendar quarter, with percentages based on those contained in the chart under Section III.c., below, in which NCAOC has Service Availability.
- **"Client Error Incident"** means any service unavailability resulting from NCAOC applications, content or equipment, or the acts or omissions of any NCAOC service users or third-party providers over whom Tyler exercises no control and which Tyler did not directly cause or create.
- **"Disaster"** means an event that renders any portion of a data center's infrastructure used in connection with the Contract both inoperable and unrecoverable.
- **"Downtime"** means those minutes during which the Tyler Software is not available for NCAOC use.
- **"Emergency Maintenance"** means (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and NCAOC.
- **"Force Majeure,"** for purposes of this SLA only, means an event beyond the reasonable control of NCAOC or Tyler, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that: (a) could not with reasonable diligence be foreseen or prevented by NCAOC or Tyler, and (b) did not arise out of or result from, or was not caused by, the negligence or willful misconduct of the Party who or which declares force majeure. For all other purposes under this Contract, the definition of "force majeure" set forth in Paragraph 37 shall apply.
- **"Scheduled Downtime"** means those minutes during which the Tyler Software is not available for NCAOC use due to Tyler's scheduled maintenance windows.
- **"Service Availability"** means that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Scheduled Downtime, Emergency Maintenance, Client Error Incidents and Force Majeure.
- **"RPO"** means Recovery Point Objective and refers to the maximum data loss per declared Disaster event during any calendar month throughout the Contract Term that could occur following a Disaster.
- **"RTO"** means Recovery Time Objective and refers to the amount of time per declared Disaster event during any calendar month throughout the Contract Term that it takes for the SaaS Services to become operational following a Disaster.

III. Service Availability

Subject to the terms of this SLA, Tyler will provide the Tyler Software to NCAOC with a Service Availability of one hundred percent (100%), twenty-four (24) hours per day, every day of the calendar year throughout the Contract Term. Tyler has set Service Availability goals and measures under the terms of this SLA (see Section III.c, herein), regardless of whether Tyler has met those goals by tracking Attainment. Tyler will monitor the SaaS Services under this SLA twenty-four (24) hours per day every day of the calendar year and shall undertake commercially reasonable efforts to address any service issues that impact the 100% Attainment target.

Tyler shall, at no additional charge to NCAOC, make a determination, in good faith, of when Service Availability has not been achieved based on its severity downtime reports, Incident reports and other available information, which Tyler shall, at no additional charge, make available for auditing by NCAOC at NCAOC's request.

a. NCAOC Responsibilities

Whenever NCAOC experiences Downtime, NCAOC must follow the Support Process defined in Paragraph 7. Tyler shall provide NCAOC with a support Incident number for tracking purposes.

NCAOC must document, in writing by Help Desk ticket, all Downtime that is experienced during each calendar quarter throughout the Contract Term. NCAOC must deliver such documentation for any given calendar quarter to Tyler within thirty (30) days of that quarter's end. The documentation shall include the supporting Incident number(s) and corresponding Downtime(s) experienced.

b. Tyler Responsibilities

Tyler shall use commercially reasonable efforts to notify NCAOC that Downtime has occurred as soon as it is confirmed, either through automated monitoring systems or by other mutually agreed-upon means.

When the Tyler support team receives notice from NCAOC that Downtime has occurred or is occurring, Tyler will work with NCAOC to identify the cause of the Downtime and will work with NCAOC to resume normal operations.

Upon timely receipt of NCAOC Downtime report noted in Section III.a, above, Tyler will compare that report to its own outage logs and support tickets to confirm that Downtime for which Tyler is responsible occurred.

Tyler will respond to NCAOC's Downtime report within thirty (30) days of receipt. To the extent that Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide NCAOC with the Client Relief set forth below.

NCAOC will have thirty (30) days to dispute the outcome findings in writing which were provided by Tyler.

At no additional charge to NCAOC, NCAOC may request from Tyler, and Tyler shall promptly provide to NCAOC, a detailed, written report that documents all Emergency Maintenance matters that were undertaken during any preceding calendar quarter, including all related or associated remedial actions or matters that were undertaken in response to each Emergency Maintenance identified in the report.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, Tyler will provide NCAOC with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule shown in the table below.

Notwithstanding the above, the total amount of all relief that would be due to NCAOC under this SLA each calendar quarter will not exceed 50% of the then-current quarterly SaaS Fees. The total credits for any such Client Relief to which NCAOC is entitled under this SLA for each calendar quarter will be reimbursed in the form of a credit that will be applied to NCAOC's next quarterly billing cycle. Issuing of such credit in accordance with this paragraph does not relieve Tyler of its obligations under the Contract and this SLA to correct the problem which created the service interruption.

Every calendar quarter, Tyler will compare confirmed Downtime to Service Availability under this SLA. If the Actual Attainment does not meet the Targeted Attainment, as shown in the table below, the corresponding Client Relief, as shown below, will apply on a quarterly basis throughout the Contract Term. For the avoidance of doubt, Attainment for purposes of the Client Relief Schedule below will be calculated based on the Service Availability of the Tyler Software excluding the Odyssey File & Serve System.

Targeted Attainment	Actual Attainment	Client Relief
100%	100% - 99.5%	Prompt, remedial action will be taken.
	99.49% - 99.0%	5% credit of 55% of the then-current quarterly SaaS Fees for the affected calendar quarter will be posted to the next billing cycle
	98.99% - 98.5%	10% credit of 55% of the then-current quarterly SaaS Fees for the affected calendar quarter will be posted to the next billing cycle
	98.49% - 95%	20% credit of 55% of the then-current quarterly SaaS Fees for the affected calendar quarter will be posted to the next billing cycle
	<95%	50% credit of 55% of the then-current quarterly SaaS Fees for the affected calendar quarter will be posted to the next billing cycle

At no additional charge to NCAOC, Tyler will provide a written report from Tyler that documents the preceding calendar quarter's Service Availability, Downtime, any root cause, and all remedial actions that have been/will be taken, and any credits that may be issued. Tyler will provide such written report that documents any preceding calendar month's Service Availability, Downtime, root cause analysis, and all remedial actions, within thirty (30) days of the end of the quarter.

If Attainment is less than 95% for three (3) or more calendar months in any consecutive twelve (12) month period, then NCAOC has the right, but not the obligation, to: (a) terminate the Contract immediately in accordance with the applicable early termination provisions contained in the Contract; and (b) receive a cash refund from Tyler, either by check or wire transfer, of any prepaid but unused quarterly SaaS Fees to NCAOC's designated office or account, whichever is most applicable, within sixty (60) days from the effective date of such termination.

IV. Applicability

The commitments set forth in this SLA do not apply during Scheduled Downtime, Client Error Incidents, Emergency Maintenance and Force Majeure. For the avoidance of doubt, if Tyler is a cause of an issue that requires Emergency Maintenance, then Downtime resulting from such Emergency Maintenance shall be included in the calculation of Attainment.

Tyler performs maintenance on the Tyler Software during limited windows that are historically known to be reliably low-traffic times. As of the Effective Date of the Contract, Tyler's performs such maintenance on Sundays between 7:00 a.m. and 11:00 a.m. Eastern Time. Tyler will provide NCAOC with advance written notice of any change to the current maintenance schedule. If and when any such maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with NCAOC. In instances where maintenance of any part of the Tyler Software requires Scheduled Downtime, Tyler will provide written notice to NCAOC at least seventy-two (72) hours prior to any scheduled maintenance. Scheduled Downtime will not exceed four (4) hours per calendar month, unless two weeks' advance written notice is provided by Tyler. All minutes of Scheduled Downtime which (a) exceed four (4) hours per calendar month, and (b) NCAOC was not given at least two (2) weeks' advance written notice, shall be included in the calculation of Attainment under this SLA.

If Downtime is known to be necessary to perform any Emergency Maintenance, then Tyler shall use commercially reasonable efforts to notify NCAOC in writing, a minimum of four (4) hours, or as early as is reasonably practicable, prior to the start of such maintenance.

Tyler and NCAOC agree that Tyler has the right to perform scheduled maintenance that is designed not to impact Service Availability at any time. Any Scheduled Downtime will be excluded from calculation of Attainment, except as specifically noted in the second paragraph of this subsection entitled "Applicability." To ensure optimal performance of the SaaS Services, Tyler reserves the right to perform unscheduled Emergency Maintenance at any time.

V. Force Majeure

NCAOC will not hold Tyler responsible for not meeting Service Availability levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with NCAOC a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting Tyler's request for relief pursuant to this SLA. NCAOC will not unreasonably withhold its acceptance of such a request.

VI. Backup and Recovery

Tyler will provide the SaaS Services in a highly available architecture to protect the Judicial Branch Data and ensure Service Availability as described in Section III, herein. Tyler will utilize at least two (2) operational data centers that are geographically disparate and equally capable of providing the SaaS Services to NCAOC pursuant to the terms of the Contract. In the event of a Disaster, Tyler will recover the Judicial Branch Data and continue to provide the SaaS Services at a recovered or alternate operational data center within the times defined in the table below following the start of such Disaster. Tyler will provide Client Relief, as shown in the table set forth immediately below, to NCAOC for any calendar month(s) where the RPO or RTO targets are not met. For the purposes of the table set forth below, the term "Actual Achievement" means actual time taken by Tyler to achieve the Service Level.

Description	Actual Achievement	Client Relief
RPO	<2 Hours	Prompt, remedial action will be taken
	>2 Hours	100% credit against the then current monthly (1/3 of quarterly fee) SaaS Fees for each affected calendar month to be applied to NCAOC's next invoice

RTO	<4 Hours	Prompt, remedial action will be taken
	>4 Hours	100% credit against the then current monthly (1/3 of quarterly fee) SaaS Fees for each affected calendar month to be applied to NCAOC's next invoice

Tyler will audit the average CPU and memory utilization of web application and database servers on a monthly basis. If average CPU or memory utilization exceeds the percentages in the table below, adjustments will be made to the SaaS environment to restore such percentages below the maximum average CPU and memory utilization. Average server utilization is calculated during business hours (i.e., Monday through Friday from 8:00 a.m. to 6:00 p.m. Eastern Time). Upon client's written request, once per quarter, Tyler will provide metrics on average utilization.

Application Tier	Maximum Average CPU Utilization	Maximum Average Memory Utilization
Web Application Servers	80%	80%
Database Server	75%	N/A

Without limiting the foregoing, Tyler agrees that scaling the environment appropriately to address performance concerns driven by the need for additional hardware can be performed as needed, independent of a scheduled audit. Tyler resources will monitor the environment to determine the scope of additional resources needed to ensure the environment is sized appropriately.

Representatives of Contractor and NCAOC shall meet as often as may be reasonably requested by either party to review the performance of the Cloud Service and to discuss technical plans, financial matters, system performance, service levels, and any other matters related to the Contract.

Changes to SLA

Contractor may not change the SLA during the Term in any manner that adversely affects NCAOC or degrades the service levels applicable to NCAOC without NCAOC's written approval.

4) TYLER SOFTWARE UPDATES AND UPGRADES

During the Term, Contractor shall make updates and upgrades available to NCAOC at no additional cost when Contractor makes such updates and upgrades generally available to its users, as further described in Paragraph 7.

5) CLOUD SUBSCRIPTION TERMS AND PRICING

a) Contractor hereby grants to NCAOC a license to (i) access and use the Cloud Service, (ii) use the Tyler Software as embodied or used in the Cloud Service, and (iii) view, copy, download (if applicable), and use Documentation.

b) No terms, including a standard click-through license or website terms of use or privacy policy, shall apply to NCAOC unless NCAOC has expressly agreed to such terms.

c) The SaaS Fees for the Cloud Service shall be in accordance with the Cost Proposal & Payment Schedule.

d) Quarterly, Tyler shall detail any audit, true-up, true-forward, or equivalent procedure employed by Tyler. Tyler shall describe how it measures storage in its procedure and how NCAOC shall be able to verify and validate such measurements. Tyler shall provide NCOAC with access to storage information and permit resizing of usage commitments based upon storage reporting.

6) DISASTER RECOVERY AND BUSINESS CONTINUITY

a) Contractor shall maintain and follow a disaster recovery plan designed to maintain the Judicial Branch's access to the Cloud Service and to prevent the unintended destruction or loss of Judicial Branch Data. The disaster recovery plan shall provide for a "secondary site" backup facility in a geographically separate region which represents a replicated data center with equivalent capacity of the primary production center. The secondary site shall be equipped with all the necessary hardware, Software, and network connectivity to allow near real-time replication of the production application server Data. Production workload and network connectivity can be failed over to the secondary site within four (4) hours, thus ensuring minimal Downtime. Replication and appropriate network connectivity shall provide for less than two (2) hours' loss of Judicial Branch Data via replication technology and network connectivity between data centers. The secondary site shall be continuously online and running without disruption so as to ensure Data synchronization between the sites with allowed exceptions for maintenance.

b) Contractor shall test the production environment disaster recovery at minimum once annually, working with NCAOC at mutually agreed to scheduling dates. Disaster recovery test dates shall be scheduled twelve (12) months in advance of actual test dates.

c) Contractor shall monitor the secondary site's functionality and provide quarterly reports to NCAOC showing that the secondary site's replication environment is active and working in accordance with the specifications herein.

d) In addition to the secondary site backup system, Contractor shall back up Judicial Branch Data no less than twice daily to one (1) off-site location, a "hardened" facility located within the continental United States at a location chosen by Tyler. Backups shall provide for a 30-day retention period with Monday through Saturday Data backups consisting of incremental Data, and Sundays being a full Data backup.

7) SUPPORT AND MAINTENANCE – SUPPORT PROCESS

I. Support Channels

Tyler provides the following channels of support for NCAOC's authorized users, designated by NCAOC in accordance with Tyler's registration process:

(1) **On-line submission (portal)** – for Priority Level 2 through 4 Incidents or Defects noted in the table below, NCAOC's authorized users may submit unlimited support Incident or Defect requests through the customer relationship management portal available at the Tyler website via www.tylertech.com.

(2) **Telephone** – for Priority Level 1 through 4 Incidents or Defects noted in the table below, NCAOC's authorized users receive toll-free, unlimited telephone software support via 877-874-8499 between the hours of 8:00 a.m. to 8:00 p.m. Eastern Time. Additionally, Priority Level 1 Incidents or Defects may be reported at the number above until 10:00 p.m. Eastern Time.

II. Support Availability

Tyler's primary support is available during the local business hours of 8 a.m. to 8 p.m. Eastern Time, Monday through Friday. Tyler will provide emergency support outside of local business hours for Priority Level 1 Incidents or Defects as such Incident or Defect is noted in the table contained in Section III.b, below. Emergency support for such Priority Level 1 Incidents or Defects that arise between 10:00 p.m. and 8:00 a.m. Eastern Time and on Saturdays and Sundays must be reported via: 800-965-0383. Tyler's holiday schedule is outlined below. Tyler will provide emergency support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

III. Incident or Defect Handling

For the avoidance of doubt, each reference to Incident(s) includes Defect(s).

a. Incident or Defect Tracking

Every support Incident or Defect is logged into Tyler's Customer Relationship Management System and given a unique Incident or Defect number. This system tracks the current status and history of each Incident or Defect. The Incident or Defect tracking number is used to track and reference open Incidents or Defects when NCAOC contacts Tyler's support personnel. NCAOC may track Incidents or Defects, using the Incident or Defect number, through the portal at Tyler's website or by calling support directly.

b. Incident or Defect Priority

Each Incident or Defect is assigned a priority level, which corresponds to NCAOC's needs and deadlines. Tyler and NCAOC will reasonably set the priority of the Incident or Defect pursuant to the chart below for all submitted Incidents or Defects. The goal is to help guide NCAOC toward clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

Reference to a "confirmed support Incident" or "confirmed support Defect" means that Tyler and NCAOC have successfully validated the reported Incident or Defect.

Priority Level Incidents or Defects	Characteristics of Support Incidents or Defects	Resolution Targets
1 Critical	Support Incidents or Defects that cause (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions. Examples include: unable to save a case record, unable to book a jailing, failure of any integration, all users unable to take a payment, and all jobs failing.	Tyler shall provide an initial response to Priority Level 1 Incidents or Defects within one (1) hour of receipt of the Incident or Defect. Once the Incident or Defect has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support Incidents or Defect provide a circumvention procedure within eight (8) hours.
2 High	Support Incident or Defect that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 Incidents or Defects within four (4) business hours of receipt of the Incident or Defects. Once the Incident or Defect has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support Incidents or Defects or provide a circumvention procedure within five (5) business days, except as set forth in Section III.c(6), below.
3 Medium	Priority Level 1 Incident or Defect with an existing circumvention procedure, or a Priority Level 2 Incident or Defect that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 Incidents or Defects within one (1) business day of receipt of the Incident or Defects. Once the Incident or Defect has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support Incidents or Defects without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly.

Priority Level Incidents or Defects	Characteristics of Support Incidents or Defects	Resolution Targets
4 Non-critical	Support Incident or Defect that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 Incidents or Defects within two (2) business days of receipt of the Incident or Defect. Once the Incident or Defect has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support Incidents or Defects, as well as cosmetic issues, with a future version release.

c. Incident or Defect Escalation

Tyler's support duties and obligations consists of four (4) types of personnel:

(1) Application Support Representatives: responsible for responding & resolving Incidents or Defects;
(2) Application Support Engineers: development staff responsible for providing technical assistance to the support representatives;
(3) Support Managers: responsible for the management of support teams; and
(4) Client Success Account Managers: responsible for day-to-day account management.

In addition to the identified personnel:

(5) If Tyler is unable to resolve any Priority Level 1 or 2 Incident or Defect as listed immediately above or the priority of an issue has elevated since initiation, then NCAOC may escalate the Incident or Defect to Tyler's Client Success Account Manager. Tyler's Client Success Account Manager will meet with NCAOC's designated personnel and any of its assigned Tyler staff to establish a mutually agreeable plan for addressing the applicable Incident or Defect.
(6) If NCAOC, in good faith, determines that a Priority Level 2 Incident or Defect has a critical impact to NCAOC's business operations and requires a faster response and resolution time than set forth in the table above, NCAOC may escalate the issue and request it be worked as a Priority Level 1 Incident or Defect. NCAOC must provide Tyler with an explanation of the business impact experienced by NCAOC.

d. Remote Support Tool

Tyler will provide remote support directly to the SaaS System to troubleshoot and resolve Incidents or Defects. In an instance where remote access is required to a NCAOC System, NCAOC will timely provide Tyler with the appropriate level of access to obtain the necessary information to resolve an Incident or Defect. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to NCAOC's system and view the site's setup, diagnose problems or assist with screen navigation.

e. Additional Support Resources

A number of additional training and support resources are available to NCAOC as set forth below and can be accessed via www.tylertech.com:

(1) Tyler Website –for accessing client tools, documentation and other information including support contact information.

(2) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.

(3) Program Updates – where development activity is made available for client consumption.

(4) Tyler University – online training courses on Tyler Products available to authorized users throughout the Term of the Contract.

IV. Maintenance Terms and Conditions

1) Support Call Process. In addition to the terms set forth in the SLA and the Support Call Process, Contractor shall:
   a. perform Contractor's maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
   b. provide telephone support during Contractor's established support hours;
   c. maintain personnel that are sufficiently trained to be familiar with the Tyler Software in order to provide maintenance and support services;
   d. make available to NCAOC all major and minor releases to the Tyler Software (including updates and enhancements) that Contractor makes generally available without additional charge to customers who have a maintenance and support agreement in effect; and
   e. provide non-Defect resolution support of prior releases of the Tyler Software in accordance with Contractor's then-current release life cycle policy.
2) Maintenance and Support does not include the following services:
   a. onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above);
   b. application design;
   c. other consulting services;
   d. support outside Contractor's normal business hours as listed in Contractor's then-current Support Call Process. Requested services such as those outlined in this section will be billed to NCAOC on a time and materials basis at Tyler's then current rates. NCAOC must request those services with at least one (1) weeks' advance notice.
3) Contractor may require local administrative security rights to perform remote support services, in which case Contractor must seek prior approval from NCAOC. NCAOC acknowledges that Contractor's warranty and support obligations under the Contract are contingent on receiving reasonable access to the Tyler Software.
4) Contractor is not required to provide support for Non-Qualified Products, or for any other software or functionality not supplied under the Contract. NCAOC is responsible for removing Non-Qualified Products to allow Contractor to perform Support services.

5) Contractor shall notify NCAOC at least sixty (60) days prior to any major update or upgrade of the Tyler Software.

6) Contractor shall notify NCAOC at least five (5) days prior to any minor update or upgrade, including hotfixes and installation of service packs, except in the case of an emergency such as a security breach or a response to a Level 1 or 2 Incident or Defect.

8) ACCESS TO PERSONS AND RECORDS

Pursuant to N.C.G.S. §147-64.7, NCAOC, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Contractor insofar as they relate to transactions with any department, board, officer, commission, institution, or other division of NCAOC pursuant to the performance of the Contract or to costs charged to the Contract. The Contractor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of the Term of this Contract and any extension thereto.

9) RECORDS AND AUDITS

a) Contractor shall maintain accurate, reasonably detailed records pertaining to:
   i. The substantiation of claims for payment under this Contract;
   ii. SLA documentation required by this Contract; and
   iii. All other books, records, and accounts of the Contractor insofar as they relate to transactions with NCAOC.

b) Audit of Records.
   i. NCAOC, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Contractor insofar as they relate to transactions with NCAOC pursuant to the performance of the Contract or to costs charged to the Contract.
   ii. NCAOC or its designated agent shall have the right, upon reasonable notice to Contractor, to audit, review and copy, or contract with a third party to audit the following records:
      a. Records collected by Contractor pursuant to this Paragraph;
      b. The performance records of Contractor including daily and weekly service quality statistics required under this Contract; and
      c. Other Contractor records that may reasonably relate to the Contract.
   iii. Such records shall be made available at no cost in a format that can be downloaded or otherwise duplicated.

Additional audit or reporting requirements may be required by federal or State law or regulation. See, e.g., N.C.G.S. § 147-64.7. The parties shall mutually agree to address such additional requirements in cooperation with each other.

c) Audit of Infrastructure, Systems, Hosting, Controls, and Security.

Upon request by NCAOC, the Contractor shall provide complete SSAE-16 SOC 2, Type II reports to NCAOC upon validation of an NDA. The Contractor shall take corrective action to resolve any exceptions, material weaknesses, or control deficiencies identified in the SOC report. Additional audit or reporting requirements may be required by federal or State law or regulation. See, e.g., N.C.G.S. § 147-64.7. The parties shall mutually agree to address such additional requirements in cooperation with each other.

10) JUDICIAL BRANCH DATA

a) The Judicial Branch retains full right and title to Judicial Branch Data. All Judicial Branch Data shall be and remain the sole and exclusive property of the Judicial Branch.

b) The Judicial Branch shall be able to access and retrieve its Data at its sole discretion. Subject to terms of this Contract, the Judicial Branch shall have the right to access all Judicial Branch Data, regardless of who created the content and for what purpose.

c) Contractor shall not collect, access, or use Judicial Branch Data except as reasonably necessary to perform its obligations under the Contract. Contractor shall be provided a license to Judicial Branch Data hereunder for the sole and exclusive purpose of performing its obligations under the Contract. Vendor shall not use any information collected in connection with the Contract, including Judicial Branch Data, for any purpose other than fulfilling its obligations under the Contract.

d) Contractor shall treat Judicial Branch Data as confidential information. No Judicial Branch Data may be disclosed, provided, rented, or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall extend beyond the Term of the Contract in perpetuity.

e) At no time shall any Judicial Branch Data or processes which either belong to the Judicial Branch, or are for the Judicial Branch's exclusive use, be copied, disclosed, or retained by Contractor for subsequent use in any transaction that does not include the Judicial Branch.

f) Judicial Branch Data and any copies thereof shall remain at all times within the continental United States. Contractor shall disclose to NCAOC the identity of any third-party host of Judicial Branch Data prior to the signing of the Contract.

g) NCAOC may export Judicial Branch Data at any time without costs or penalties during the Term of the Contract or for up to twelve (12) months after the Term (so long as Judicial Branch Data remains in the Contractor's possession). Contractor shall assist NCAOC in exporting and extracting Judicial Branch Data, in a format usable without the use of proprietary Products and as agreed to by NCAOC, at no additional cost.

h) After ensuring that NCAOC has its own copy, Contractor shall perform its obligations set forth in Paragraph 40(c).

i) To the extent that any applicable law prevents Contractor from destroying or erasing Judicial Branch Data as described in the preceding subsections, Contractor shall retain, in its then current state, all such Judicial Branch Data then within its right of control or possession in accordance with the confidentiality, security and other requirements of the Contract, and perform its obligations with respect to destruction and erasure and give notice thereof to NCAOC as soon as such law no longer prevents it from doing so.

11) DATA PRIVACY AND SECURITY

a) All Judicial Branch Data and backups or copies thereof shall remain in the continental United States.

b) Contractor shall comply with all laws related to data privacy and security applicable to its performance under this Contract.

c) Contractor shall not access the Judicial Branch's user accounts or Judicial Branch Data except in the course of data center operations, response to service or technical issues, as required by the express terms of this Contract, or at NCAOC's written request.

d) Contractor may not share Judicial Branch Data with its parent company, other affiliate, or any other third party without NCAOC's express written consent or otherwise permitted or required under this Contract.
e) Contractor shall provide a secure environment for Judicial Branch Data. Contractor, as part of its performance under this Contract, shall protect and prevent unauthorized access to and use or modification of, the Cloud Service and Judicial Branch Data.
f) Contractor shall encrypt Judicial Branch Data in transit and at rest.
g) Judicial Branch Data shall be partitioned from other Data in such a manner that access to it shall not be impacted or forfeited due to eDiscovery, search and seizure, or other actions by third parties obtaining or attempting to obtain Contractor's records, information, or Data for reasons or activities that are not directly related to the Judicial Branch's business.
h) NCAOC and Contractor shall notify each other of any legal requests for each other's Data (e.g., discovery or public records requests) within five (5) business days. Relevant Data shall be preserved in its entirety during the duration of any litigation hold, including maintaining any media that was used for backup of the Data which Contractor shall make reasonably available for searching. Contractor shall not provide Judicial Branch Data to individuals, groups, or organizations making records requests unless directed to do so by an authorized NCAOC official or otherwise required by applicable law. The Data requested shall be reviewed and potentially redacted or removed from provision by authorized Contractor or NCAOC officials, as applicable, in order to ensure compliance with the North Carolina General Statutes and other applicable law.
i) In the event of any breach of the Cloud Service's security that adversely affects Judicial Branch Data or Contractor's obligations with respect thereto, or any evidence that leads Contractor to reasonably believe that such a breach is imminent, Contractor shall immediately notify NCAOC. Contractor shall (i) identify the affected Judicial Branch Data and (ii) inform NCAOC of the actions it is taking or shall take to reduce the risk of further loss to the Judicial Branch. Contractor shall provide NCAOC the opportunity to participate in the investigation of the breach and to exercise control over reporting the unauthorized disclosure to the extent permitted by law.
j) Contractor shall comply with its obligations under N.C.G.S. Chapter 75, Article 2A as may be revised from time to time.
k) NCAOC shall be responsible for, and mitigate risk by, utilizing a private NIST compliant SFTP to transmit Data to the awarded Contractor ("Initial Conduit"). Contractor is responsible for all compliance requirements and data security controls for all Data-at-rest and Data-in-transit outside of the Initial Conduit.

12) WARRANTIES & DISCLAIMER

a) Minimum warranties for the Cloud Service, Tyler Software, and Documentation shall include:
    i) Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorizations necessary for Contractor to provide the Cloud Service and Tyler Software to NCAOC. The Cloud Service and Tyler Software and associated materials do not infringe any intellectual property rights of any third party. Contractor knows of no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

ii) The Contractor-provided Computer operating environment into which the Cloud Service, Tyler Software, and Documentation are installed will be in good working order (operating in conformance with applicable standard specifications and functions).

iii) The Cloud Service and Tyler Software and associated materials do not contain any surreptitious programming codes, viruses, Trojan Horses, "back doors" or other means to facilitate or allow unauthorized access to NCAOC's information systems.

iv) The Cloud Service and Tyler Software do not contain any timer, counter, lock or similar device (other than security features specifically approved by NCAOC in the Contract) that inhibits or in any way limits NCAOC's ability to use the Products as authorized under this Contract.

v) NCAOC shall notify Contractor if any Cloud Service, Tyler Software, and Documentation does not conform to an applicable warranty during the term of the Contract. Contractor shall, at its option, either repair or replace any Cloud Service, Tyler Software, and Documentation reported as not in conformance with the applicable warranty during the term of the Contract without charge to NCAOC as set forth in this Contract. The repair or replacement of the Cloud Service, Tyler Software, and Documentation shall be new or equivalent to new in performance and fully warranted as set forth under this Contract.

vi) Contractor warrants that its support and customer service and assistance will be performed in accordance with generally accepted industry standards for the duration of the Contract. Throughout this period, Contractor shall provide telephone assistance to NCAOC as further detailed in Paragraph 7 of the Contract.

b) Professional Services Warranty. Tyler will perform the professional services, including but not limited to Cloud Service and custom modification services, if any, to the Tyler Software, in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform such services at no additional cost to NCAOC.

c) Contractor warrants that personnel shall be qualified and shall provide services in a Professional Manner.

d) Contractor warrants that it shall not knowingly or negligently enter into any agreement with a third party that abridges the rights of NCAOC under the Contract.

e) Tyler Software Warranty. Tyler warrants that the Tyler Software will perform without Defects during the term of this Contract. If the Tyler Software does not perform as warranted, Tyler will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process, the SLA, the Issue Handling process set forth in Paragraph 7 and the Support Process as set forth in the Contract. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, NCAOC's warranty rights are limited to Tyler's Defect resolution obligations set forth above; NCAOC does not have separate rights against the developer of the embedded third-party software. If Tyler cannot cure a Defect consistent with this warranty, NCAOC may exercise other rights under this Contract.

f) **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS CONTRACT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

13) SUPPLEMENTAL SaaS WARRANTIES

In addition to other warranties set forth in the Contract, Contractor shall warrant that:

a) Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorizations necessary for Contractor to provide the Cloud Service to the Judicial Branch;

b) The Cloud Service shall perform materially as required by the Contract;

c) Contractor shall provide to the Judicial Branch commercially reasonable continuous and uninterrupted access to the Cloud Service in accordance with the SLA and in accordance with the Contract, and shall not interfere with the Judicial Branch's access to and use of the Cloud Service during the Term of the Contract;

d) The Cloud Service is compatible with and shall operate successfully with any environment (including Web browser and operating system) as required by the Contract; and

e) Contractor and its employees, subcontractors, partners, and third-party providers have taken all necessary and reasonable measures to ensure that the Cloud Service provided shall be free of Trojan horses, back doors, known security vulnerabilities, malicious code, degradation, or breach of privacy or security.

14) ACCESSIBILTY STANDARD

Contractor shall comply with the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG) 2.0 as applicable to the public facing component of the Tyler Software. The required conformance level shall be AA. The Contractor shall make available, during the Term of the Contract, Vendor personnel to discuss accessibility and compliance with the WCAG 2.0 standards.

15) LICENSE TO SOFTWARE DESIGNATED PROPRIETARY BY THE CONTRACTOR

a) Contractor grants NCAOC a non-transferable and non-exclusive enterprise license and right to use the Tyler Software and Documentation furnished to NCAOC pursuant to this Contract solely for NCAOC's internal business purposes. The Tyler Software will be made available to NCAOC according to the terms of the SLA. NCAOC acknowledges that Contractor has no delivery obligations and will not ship copies of the Tyler Software as part of the SaaS Service.

b) Software provided pursuant to this Contract may, in some circumstances, be accompanied by a clickwrap agreement. The term clickwrap agreement refers to an agreement that requires the end user to manifest his or her assent to terms and conditions by clicking an "ok" or "agree" or similar button on a dialog box or pop-up window as part of the installation process for the Software. With respect to NCAOC and Judicial Branch employees and agents, the sole purpose of any clickwrap agreement shall be to operate as the mechanism for the installation of the Tyler Software. **All terms and conditions of any clickwrap agreement provided with any Tyler Software shall have no force and effect and shall be non-binding on NCAOC and Judicial Branch employees and agents, including Authorized Users as defined in the Electronic Filing Exhibit attached as Exhibit "C" hereto.** NCAOC's right to use the Tyler Software neither transfers, vests, nor infers any title or other ownership right in any intellectual property right of Contractor or any third party. NCAOC's right to use neither transfers, vests, nor infers any title or other ownership right in any source code associated with the Tyler Software unless otherwise agreed by the Parties, and will not be construed as a sale of any ownership rights in the Tyler Software.

16) INTELLECTUAL PROPERTY

a) Tyler retains all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by Tyler under this Contract. NCAOC does not acquire under this Contract any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

b) The Documentation is licensed to NCAOC and may be used and copied by its employees only for internal, non-commercial reference purposes except as required by applicable law.

c) NCAOC retains all ownership and intellectual property rights to the Judicial Branch Data.

17) USE OF SOFTWARE AND INFORMATION

All Tyler Software and Documentation furnished to NCAOC under the Contract:

a) Shall be used by NCAOC only to install, operate, or maintain the Product for which they were originally furnished, if any;

b) Shall not be reproduced or copied, in whole or in part, except as necessary for use as authorized under this Contract; and

c) Shall, together with any copies, except copies for NCAOC's archival purposes containing NCAOC's business records, be returned to Contractor or destroyed when no longer needed or permitted for use with the Product for which they were initially furnished.

18) ESCROW OF PROPRIETARY SOFTWARE AND INFORMATION

a) The Contractor shall place in escrow with an independent escrow agent the Contractor Software provided pursuant to this Contract, including, but not limited to, a complete copy of the executable code, object libraries, application program interfaces, and complete documentation of all aspects of the system including, but not limited to, compiling instructions, design documentation, technical documentation, user documentation, hardware and Software specifications, drawings, and records.

b) Contractor agrees the source code and other material in escrow is the same being used in fulfilling Contractor's obligations under the Contract upon installation and on an ongoing basis.

c) Contractor shall release source code only if Client is enrolled as beneficiary in Contractor's source code escrow program, and there is a failure of Tyler to function as a going concern or operate in the in the ordinary course or Tyler is subject to voluntary or involuntary bankruptcy.

19) INDEMNITY

a) Contractor shall indemnify and hold harmless NCAOC from any and all third party liabilities, claims, damages, costs, expenses, and actions, including reasonable attorneys' fees, for (i) personal injury or property damage that are caused by or arise from, the negligent or wrongful acts or omissions of the Contractor under the Contract; (ii) a failure to comply with any State or federal statute, law, regulation, or act applicable to Contractor's performance under the Contract; (iii) a breach of Contractor's confidentiality obligations pursuant to this Contract; or iv) as a result of a breach of Judicial Branch Data for which Contractor is responsible.

b) Contractor, at its own expense, shall defend any action brought against NCAOC to the extent that such action is based upon a claim that the Tyler Software or Documentation supplied by the Contractor, or the use or operation thereof, infringes on a patent, copyright, or trademark or violates a trade secret in the United States. The Contractor shall pay those costs and damages finally awarded or agreed in settlement against NCAOC in any such action.

c) Should any Tyler Software become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Contractor may, at its option and expense and without obligation to do so, either procure for NCAOC the right to continue using the Tyler Software or replace or modify the same to cure the infringement. Alternatively, Contractor may decide to litigate the claim to judgment, in which case NCAOC may continue to use the Tyler Software consistent with the terms of this Contract. If further use of the Contractor Software is prevented by injunction, the Contractor shall either procure for NCAOC the right to continue using the Tyler Software or replace or modify the same to cure the infringement. If, in the sole opinion of NCAOC, the return of such Products or Tyler Software makes the retention of other items acquired from the Contractor under this Contract impractical, NCAOC shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge. NCAOC may also pursue its other rights under the Contract.

d) Contractor will not be required to defend or indemnify NCAOC if any claim by a third party against NCAOC for infringement or misappropriation results from NCAOC's alteration of any Contractor-branded product or Product or Software, use in contradiction of this Contract, or from the continued use of services and Products after receiving notice they infringe on a trade secret of a third party.

e) The foregoing indemnities and defenses by the Contractor shall be conditioned on the following:
   i) That the Contractor shall be notified within a reasonable time in writing by NCAOC of any such claim; and,
   ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided however, that NCAOC shall have the option to participate in such action at its own expense. This section in no way limits the rights and duties of the North Carolina Attorney General to represent NCAOC.
   iii) NCAOC agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense.

20) LIMITATION OF LIABILITY & EXCLUSION OF CERTAIN DAMAGES

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS CONTRACT, TYLER'S LIABILITY FOR DAMAGES ARISING OUT OF THIS CONTRACT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO NCAOC'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, TWO TIMES THE VALUE OF THE CONTRACT ON THE EFFECTIVE DATE; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PRICES SET FORTH IN THIS CONTRACT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO PARAGRAPH 19.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF SAID PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21) TRANSPORTATION

Transportation charges for Software shall be FOB Destination unless delivered by internet or file-transfer as agreed by NCAOC or otherwise specified in the Contract.

22) PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES

Contractor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of NCAOC, the Judicial Branch, or the State of North Carolina for the purpose of obtaining any Contract or award issued by NCAOC. Subsequent discovery by NCAOC of non-compliance with this provision shall constitute sufficient cause for immediate termination of the Contract and any other Contracts with the Contractor. Violations of this provision may also result in debarment of the Contractor.

23) AVAILABILITY OF FUNDS

Any and all payments by NCAOC are expressly contingent upon and subject to the appropriation, allocation and availability of funds to NCAOC for the purposes set forth in the Contract. If the Contract or any Purchase Order issued hereunder is funded in whole or in part by federal funds, NCAOC's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Contract or Purchase Order. If the Term of the Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract ***is expressly contingent upon*** the appropriation, allocation, and availability of funds by the North Carolina General Assembly for the purposes set forth in the Contract. If funds to effect payment are not available, NCAOC will provide written notification to Contractor. Upon receipt of such notice, or if the Contract is terminated under this paragraph, Contractor will agree to promptly terminate any services supplied to NCAOC under the Contract. NCAOC shall remit payment for fees for the Tyler Software or other Products and services, including but not limited to Cloud Service and professional services, delivered prior to the date of the aforesaid notice.

24) PAYMENT TERMS

The manner in which the fee will be paid will be based on the payment terms in the Contract.

a) SaaS Fees. SaaS Fees are invoiced on a quarterly basis, beginning on the commencement of the Term as set forth in this Contract. Quarterly SaaS Fees for the Term are set forth in the Cost Proposal & Payment Schedule. Upon expiration of the initial Term, quarterly SaaS Fees will be agreed upon by the Parties.

b) Other Tyler Software and Services. Implementation and other professional services (including Deliverables) are billed and invoiced in accordance with the milestone billing schedule set forth in the Cost Proposal & Payment Schedule.

25) ACCEPTANCE PROCESS FOR SERVICES TO BE DELIVERED UNDER THE STATEMENT OF WORK

As part of the Project Management Plan milestone under the Statement of Work, the Parties will memorialize mutually agreeable acceptance criteria for any service milestone (also referred to as a Deliverable in the Statement of Work and Cost Proposal & Payment Schedule) to which the Parties reasonably agree acceptance criteria should apply. NCAOC will accept a service milestone only if it conforms to such acceptance criteria. If a lack of conformance is found, NCAOC will notify the Contractor of the non-conformance. Contractor must remedy the non-conformance and resubmit a corrected service milestone. NCAOC will review the corrected service milestone to verify whether the identified deficiency has been corrected. NCAOC's review of any service milestone and the time allotted for Contractor to correct any deficiency will be in accordance with the project schedule, and will be part of the memorialized process described above.

If Contractor is unable to correct all documented areas of non-conformance for a given service milestone within the mutually agreed to timeframe to be established as set forth above, then NCAOC may at its option:

a) Continue reviewing the service milestone and require the Contractor to continue until any deficiencies are corrected or eliminated;
b) Request that Contractor provide, at its expense, a replacement service for further review; or
c) After completion of the process set forth in this section, and providing notice of default in accordance with the Contract, terminate this Contract in whole or in part in accordance with its terms.

26) CONTRACTOR'S PERFORMANCE/PERFORMANCE GUARANTEES

The selected Contractor's performance shall be monitored and findings will be recorded over the duration of the Contract term to ensure satisfactory fulfillment of all Contract obligations. Such performance may include but is not limited to: services provided, product specification compliance, use case fulfillment, timeliness, workmanship, compliance with other provisions of the Contract, and the prompt, complete and satisfactory resolution of any Contract discrepancies. The record of such performance will be considered in the evaluation of any future bids.

27) KEY PERSONNEL

Contractor's personnel, once accepted by NCAOC, shall be deemed to be key personnel for the purposes of the Contract. Contractor shall use commercially reasonable efforts to maintain the consistency of assigned personnel. Should any key personnel become unavailable to work under the Contract for any reason, the Contractor shall timely propose qualified replacements. If, in the judgment of NCAOC, such proposed replacements are not satisfactory, NCAOC shall have the right to terminate the existing Contract for convenience in accordance with its terms.

28) SECURITY AND BACKGROUND CHECKS

Contractor shall conduct a national criminal background check on all its staff involved in the work of this Contract, regardless of whether that staff is an employee, subcontractor, or other agent of the Contractor. Any expense related to the background check process is the sole responsibility of the Contractor. Staff shall receive training and continuously maintain his or her CJIS certification as long as he or she performs or provides any such service or is associated with this Contract. Tyler requires that all employees with potential access to CJI sign the CJIS certification page. Tyler keeps this signed form on a FIPS encrypted secure Kiteworks site, and will provide NCAOC access to this site throughout the Contract Term. If any staff is convicted of a felony of any type or of a misdemeanor involving an act of violence, larceny, or the illegal use, possession, sale, manufacture, distribution, or transportation of a controlled substance after being assigned to work under the Contract, Contractor shall immediately remove said staff from any involvement in the work of the Contract and inform NCAOC Contract Administrator of such removal, including nonconfidential information of such removal.

NCAOC may require proof of security background check at any time during the term of the Contract. Contractor shall provide a copy of the background check, with confidential elements redacted, to NCAOC Contract Administrator within 24-hours of such a request. NCAOC may refuse access to or require replacement of any such personnel for demonstrated change in security status or non-compliance with NCAOC's security policy. NCAOC's removal of Contractor personnel pursuant to this requirement shall not relieve Contractor of its obligations to perform all work in compliance with the terms of the Contract.

NCAOC may reject or bar any Contractor personnel, whether employee or agent, from the State facilities for cause. Facilities, as used herein, shall comprise physical locations, internet based resources or interfaces, intranet resources, or informational resources.

29) CONFIDENTIALITY OF CONTRACTOR'S INFORMATION

NCAOC shall use best efforts to maintain the confidentiality of Tyler's confidential information subject to the North Carolina Public Records Act (PRA), N.C.G.S. § 132-1, *et seq.* Such information may include trade secrets defined by N.C.G.S. § 66-152 and other information exempted from the PRA. Vendor may designate information, Products, Software or appropriate portions of its RFP response as confidential, consistent with and to the extent permitted under applicable law or the PRA, by appropriately marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL.**" By so marking any page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the PRA or other applicable law. The Vendor shall not mark all pages of its offer "CONFIDENTIAL." ***However, under no circumstances shall price information be designated as confidential unless the PRA is amended to exempt pricing information from disclosure.***

NCAOC agrees to promptly notify the Contractor in writing of any action seeking to compel the disclosure of Contractor's confidential information. The Contractor, should it wish to prevent the disclosure of such information, shall attempt to obtain a protective order from a court of competent jurisdiction if Contractor contends that the requested information is confidential pursuant to the PRA or other applicable law. If an action is brought pursuant to N.C.G.S. § 132-9 to compel NCAOC to disclose information marked confidential, the Contractor agrees that it will intervene in the action through its counsel should it wish to prevent the disclosure of such information and participate in defending NCAOC, including any public official(s) or public employee(s). The Contractor agrees that it shall hold NCAOC and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against NCAOC in the action. NCAOC shall have the rights, at its option and expense, to participate in the defense of the action through its counsel. NCAOC shall have no liability to Contractor with respect to the disclosure of Contractor's confidential information ordered by a court of competent jurisdiction pursuant to N.C.G.S. § 132-9 or other applicable law.

30) ASSIGNMENT

Contractor shall not assign the Contract or its obligations thereunder notwithstanding whether an assignment is voluntary, by operation of law, or otherwise.
However, upon written request and after written approval by NCAOC, NCAOC may:

a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor; or,
b) Include any person or entity designated by Contractor as joint payee on the Contractor's payment.

In no event shall such approval and action obligate NCAOC to anyone other than the Contractor, and the Contractor shall at all times remain responsible for all obligations contained in the Contract. The foregoing notwithstanding, NCAOC approval is not required for an assignment by Contractor as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Contractor's assets. Contractor shall provide timely notice of such assignment in accordance with applicable laws and regulations.

31) NOTICES

Any notices required under the Contract shall be delivered to the Contract Administrator for each party. Unless otherwise specified in the Contract, any notices shall be delivered in writing by U.S. Mail, commercial courier, email, facsimile, or by hand.

32) TITLES AND HEADINGS

Titles and Headings in the Contract are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.

33) AMENDMENTS AND ADDENDA

The Contract shall not be amended orally or by performance. Any amendment or addenda shall be made in written form and signed by duly authorized representatives of NCAOC and Contractor.

34) TAXES

NCAOC is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on the Contractor or for any taxes levied on employee wages. Exemption forms submitted by the Contractor will be completed and returned to the Contractor by NCAOC. Prices offered shall not include any personal property taxes or any sales or use taxes or fees. The North Carolina Department of Revenue has issued sales and use tax exemption number 400040 to NCAOC.

35) GOVERNING LAWS, JURISDICTION, AND VENUE

The Contract shall be made under, governed, and construed in accordance with the laws of the State of North Carolina. The place of the Contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Contract or in tort, relating to its validity, construction, and enforcement shall be determined. Contractor will agree and submit, solely for matters relating to the Contract and any amendments thereto, to the jurisdiction and venue of the state or federal courts serving Wake County.

36) DISPUTE RESOLUTION PROCSS & DEFAULT

a) The Parties agree to provide each other with written notice within forty-five (45) days of becoming aware of any dispute over performance or payment, or any other obligation under this Contract. The Parties agree to cooperate in trying to reasonably resolve all disputes, including, if requested by either party, appointing senior representatives to meet and engage in good faith negotiations. Senior representatives will convene within forty-five (45) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the Parties fail to resolve the dispute, the Parties will proceed to non-binding mediation before a single North Carolina mediator jointly selected by Tyler and NCAOC. Nothing in this Paragraph shall prevent NCAOC or Contractor from seeking necessary injunctive relief from a federal or State court of competent jurisdiction in North Carolina during the dispute resolution process.

b) In the event Contractor fails to conform to any material requirement of the Contract, notice of the failure shall be provided by NCAOC. If the failure is not cured, or a mutually agreeable cure process is not confirmed, within thirty (30) days of such notice, and after resort to the above dispute resolution process, NCAOC will be permitted to terminate the Contract in accordance

with Paragraph 39 below. Default may be cause for debarment. The rights and remedies of NCAOC provided herein and in Paragraph 39 shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

c) Should NCAOC fail to perform any of its obligations upon which Contractor's performance is conditioned, Contractor shall not be in default for any delay, cost increase, or other consequences due to NCAOC's failure. However, Contractor shall use reasonable efforts to mitigate such delays, costs or expenses. Any deadline that is adversely affected by NCAOC's failure to perform shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.

37) FORCE MAJEURE

Neither party shall be deemed to be in default of its obligations under the Contract if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, civil insurrection, earthquake, hurricane, tornado, other catastrophic natural event or act of God, or any other State or national emergency.

38) COMPLIANCE WITH LAWS

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to its performance of its obligations under this Contract. The Contractor shall take all necessary action to comply with all federal and State requirements concerning its employees regarding fair employment and employment of people with disabilities, and concerning the treatment of all its employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

39) TERMINATION

a) Any notice or termination made under the Contract shall be transmitted via U.S. Certified Mail with Return Receipt Requested. The period of notice for termination shall begin on the day the Return Receipt is signed and dated.

b) The Parties may mutually terminate this Contract by written agreement at any time.

c) NCAOC may terminate the Contract, in whole or in part, as follows:

   i) Termination for Default: In the event any Product or service furnished by the Contractor during performance fails to conform to the requirements of the Contract, and the failure is not cured, or a mutually agreeable action plan to address is not created, within thirty (30) days after providing written notice thereof to Contractor and resort to the dispute resolution process. Resort to the dispute resolution process shall not relieve the Contractor of liability to NCAOC for damages allegedly sustained by NCAOC arising from Contractor's breach of the Contract.

   ii) Termination for Convenience Without Default: NCAOC may terminate the Contract, in whole or in part, by giving thirty (30) days prior notice in writing to the Contractor. Voluntary or involuntary bankruptcy or receivership by Contractor shall be cause for termination under this subsection.

d) Payment Due Upon Termination: In the event of termination, NCOAC will pay Contractor for all undisputed fees and expenses related to the Software, Products, or services NCOAC has received, or Contractor has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than NCOAC's termination for cause must have been submitted to the invoice dispute resolution process prior to notice of termination.

e) Tyler may terminate this Contract if (1) NCAOC fails to pay the SaaS Fees, (2) the Parties have completed the dispute resolution process, and (3) NCAOC does not cure such failure to pay within forty-five (45) days of receiving written notice of Tyler's intent to terminate. Tyler shall not terminate or withhold SaaS Services, support, or maintenance provided under the Contract until the Contract has been terminated.

40) TRANSITION AND EXIT ASSISTANCE

Upon or prior to expiration, termination, or cancellation of the Contract, Contractor shall reasonably cooperate to work with NCAOC and the new Contractor (if any) to ensure an orderly transition of services and responsibilities under the Contract. Specifically, Contractor agrees to the following:

a) Without additional cost, Contractor shall assist NCAOC by providing a copy of the database and all related unstructured Judicial Branch Data (e.g., documents, images, etc.) and structured Judicial Branch Data in a non-Tyler proprietary format that maintains the Judicial Branch Data's relational integrity.

b) In the event that Contractor's successor experiences delays in implementation of successor's system, Contractor shall extend the Contract on a month-to-month basis with payments as agreed by NCAOC and Contractor.

c) Upon completion of the transition, Contractor agrees to delete or destroy all Judicial Branch Data in the production environment and give reasonable assurances to NCAOC when this is completed. Any data remaining in backups shall continue to be subject to the confidentiality requirements of this Contract if incapable of being removed by commercially reasonable efforts.

d) Any transition services requested by NCAOC involving additional knowledge transfer and support, if provided by Contractor, may be subject to a separate transition statement of work (SOW) on a time and materials basis either for a fixed fee or at rates to be mutually agreed upon by the Parties.

e) If NCAOC determines in its sole discretion that a documented transition plan is necessary, then NCAOC shall provide notice of such necessity to Contractor such that the parties may, no later than sixty (60) days prior to termination, jointly create a written transition plan document identifying transition services to be provided and including a SOW if applicable. Both Parties shall comply with the transition plan document both prior to and after termination as needed. Such transition plan document shall be provided at Contractor's then-current rates.

41) SEVERABILITY AND SURVIVAL

In the event that a court of competent jurisdiction holds that a provision or requirement of the Contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of the Contract shall remain in full force and effect. All promises, requirements, terms, conditions, provisions, representations, guarantees and warranties contained in the Contract shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.

42) FEDERAL INTELLECTUAL PROPERTY BANKRUPTCY PROTECTION ACT

The Parties agree that NCAOC shall be entitled to all rights and benefits of the federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

43) SUBCONTRACTING

Aside from its hosting provider, Contractor shall not subcontract the performance of the obligations in the Contract with third parties, or change subcontractors, without NCAOC's prior written consent. If NCAOC approves any subcontractor(s), the subcontractor shall adhere to the same standards and performance requirements as the Contractor unless otherwise noted in such approval. Any Contracts made between the Contractor and a subcontractor after execution of this Contract shall include affirmative statements that: (i) NCAOC is the intended third-party beneficiary of the subcontract; and (ii) the subcontractor has no agreement with NCAOC. Notwithstanding any other term herein, Contractor shall timely exercise its Contract remedies against any non-performing subcontractor and, when appropriate, request permission from NCAOC to substitute another subcontractor. In no event shall NCAOC be obligated to any party other than the Contractor, and the Contractor shall remain responsible to NCAOC for all Contract obligations.

44) TIME IS OF THE ESSENCE

Time will be of the essence in the performance of the obligations contained in the Contract according to the project deadlines and other milestones mutually agreed to by the Parties as set forth in the Statement of Work.

45) INDEPENDENT CONTRACTORS

Contractor and its employees, officers and executives, as well as subcontractors, if any, shall be independent Contractors under the Contract, and not employees or agents of NCAOC. The Contract shall not operate to form a joint venture, partnership, trust, agency, or any other business relationship.

46) INSURANCE REQUIREMENTS

During the Term of the Contract, the Contractor, at its sole cost and expense, shall maintain in full force and effect, the insurance described below. Providing and maintaining adequate insurance coverage described herein is a material obligation of the Contractor. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are rated no less than A-VIII, or equivalent, in the most current available "Best's Key Rating Guide," or equivalent, and shall be issued by companies authorized to provide such coverage in North Carolina by the North Carolina Insurance Commissioner. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Contract. Commercial General Liability and Automobile Liability insurance required under the Contract shall be issued in the name of the Contractor with NCAOC named as additional insured. Upon request, Contractor shall provide proof of coverage in the form of a current certificate of insurance and applicable blanket endorsements before commencement of work and upon policy renewals. At a minimum, the Contractor shall provide the following coverage and limits:

a) Privacy/Cyber Professional Liability Policy including Technology Errors and Omissions in the minimum amount of twenty million dollars ($20,000,000) per occurrence and twenty million dollars ($20,000,000) in the aggregate;
b) Worker's Compensation – The Contractor shall provide and maintain Worker's Compensation insurance as required by the laws of the State of North Carolina, as well as employer's liability coverage with minimum limits of one hundred thousand dollars ($100,000), covering all of Contractor's employees who are engaged in any work under the Contract. If any work is subcontracted, the Contractor shall require subcontractor to provide the same coverage for any of the subcontractor's employees engaged in work under the Contract;

c) Commercial General Liability – Generable Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate; and,
d) Automobile – Automobile Liability Insurance to include, liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be one million dollars ($1,000,000) combined single limit.

47) ADVERTISING/PRESS RELEASES

The Contractor absolutely shall not publicly disseminate any information concerning the Request for Proposal or any Contract without the prior written approval of NCAOC Procurement Services in coordination with the NCAOC Communications Office, which shall not be unreasonably withheld. The foregoing notwithstanding, Contractor is permitted to list NCOAC as a client on its client lists upon written approval by NCAOC, which shall not be unreasonably withheld.

48) SERVICES REQUIREMENTS

a) Additional Services. The Cost Proposal & Payment Schedule contains the scope of services and related costs (including programming and interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if NCAOC uses or requests additional services, Tyler will provide NCOAC with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in any subsequent addendum or change order will be valid for ninety (90) days from the date of the quote.
b) Cancellation. If travel is required, Tyler will make all reasonable efforts to schedule travel for Tyler personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if NCAOC repeatedly cancels services less than two (2) weeks in advance (other than for Force Majeure or breach by Tyler), NCAOC will be liable for all (a) non-refundable expenses incurred by Tyler on NCAOC's behalf, and (b) daily fees associated with cancelled professional services if Tyler is unable to reassign its personnel. Tyler will make all reasonable efforts to reassign personnel in the event NCAOC cancels within two (2) weeks of scheduled commitments. If Tyler intends to exercise this provision, Tyler will provide an estimate of the cost at the time of NCAOC's cancellation request.
c) Site Access and Requirements. At no cost to Tyler, NCAOC agrees to provide Tyler with full and free access to NCAOC personnel, facilities, and equipment as may be reasonably necessary for Tyler to provide implementation services, subject to any reasonable security protocols or other written policies provided to Tyler as of the Effective Date, and thereafter as mutually agreed to by the Parties. NCAOC agrees that it is NCAOC's responsibility to ensure that NCAOC satisfies the then-current system requirements, if any, minimally required to run the Tyler Software.
d) Client Assistance. NCAOC acknowledges that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of NCAOC personnel, as well as Tyler's. NCAOC agrees to use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with Tyler to schedule the implementation-related services outlined in this Contract.

49) INVOICING AND INVOICE DISPUTES.

a) If NCAOC believes any Tyler Software or services do not conform to the warranties in this Contract, NCAOC will provide Tyler with written notice within thirty (30) days of NCAOC's receipt of the applicable invoice. The written notice must contain reasonable detail of the issues NCAOC contends are in dispute so that Tyler can confirm the issue and respond to NCAOC's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in NCAOC's notice. Tyler will work with NCAOC as may be necessary to develop an action plan that outlines reasonable steps to be taken by the Parties to resolve any issues presented in NCAOC's notice. NCAOC may withhold payment of the amount(s) actually in dispute, and only those amounts, until Tyler completes the action items outlined in the plan. If Tyler is unable to complete the action item(s) outlined in the action plan because of NCAOC's failure to complete the item(s) agreed to be done by NCAOC, and NCAOC does not rectify that failure within a commercially reasonable timeframe after Tyler has notified NCAOC of it, then Tyler may demand immediate full payment of the invoice.

b) Tyler will invoice NCAOC the SaaS Fees and fees for other professional services as indicated in the Cost Proposal & Payment Schedule, subject to Paragraph 49(a).

50) COUNTERPARTS.

This Contract may be executed in counterparts.

[The remainder of this page is intentionally left blank.]

IN WITNESS HEREOF, the parties have executed this Contract as of the Effective Date.

Tyler Technologies, Inc.

[redacted]
Signature

[redacted]
Name Typed or Printed

Chief Legal Officer
Title

ATTEST WITNESS:

[redacted]
Witness Signature

[redacted]
Name Typed or Printed

Date: June 7, 2019

NC Administrative Office of the Courts

[redacted]
McKinley Wooten
Interim Director

Date: 6/7/19

EXHIBIT C

ADMINISTRATIVE OFFICE OF THE COURTS

RYAN S. BOYCE
DIRECTOR

PO BOX 2448, RALEIGH, NC 27602
O 919-890-1391
F 919-890-1915
RYAN.S.BOYCE@NCCOURTS.ORG

April 21, 2023

The Honorable Robert T. Reives, II
Democratic Leader
NC House of Representatives
300 N. Salisbury Street, Rm. 506
Raleigh, NC 27603

Dear Leader Reives:

I was informed by some members of the press late yesterday afternoon that you have concerns related to the implementation of Odyssey (eCourts) in our pilot counties of Harnett, Lee, Johnston, and Wake. I want to provide you with an update on the progress made since our two in-person meetings earlier this spring. I must also respectfully refute significant misinformation that has been shared with you. We value the productive working relationships we've had with you and members of the General Assembly, as well as the strong support the legislature has given to this transformative project. We all share the goal of successfully implementing eCourts and enabling judicial officials, families, small business owners, law enforcement officers, and others to conduct court business swiftly, fairly, and efficiently.

As you know, the transition to eCourts has been a long-term project covering many years and three judicial administrations. Former Chief Justice Mark Martin convened the North Carolina Commission on the Administration on Law and Justice (CALJ) shortly after taking office in 2015. CALJ was comprised of over sixty members, including leaders from the judiciary, academia, law enforcement, the private bar, other government agencies, and the public. Over two years, CALJ held sixty-two meetings and four public hearings, and solicited comments from multiple judicial stakeholder reports. In March 2017, CALJ released its final report and noted among its recommendations the need to transition from a paper-based court system to a vendor-developed, fully-integrated, digital case management system.

A press release issued yesterday incorrectly stated that the eCourts procurement process did not account for state specific functionality. NCAOC partnered with the National Center for State Courts (NCSC) in July 2018 to develop a Request for Proposal (RFP) to effectuate the recommendation for a digital transformation. The goal of this partnership was to leverage and incorporate best practices and "lessons learned" from other states into North Carolina's RFP process. Over several months, NCAOC and the NCSC held public meetings across the state to solicit feedback from judicial branch and law enforcement stakeholders. NCSC facilitated sessions in eight different cities and accepted feedback via an online tool to identify business needs for incorporation into the RFP. After receiving seven bids, a vendor selection committee consisting of judges, clerks, criminal attorneys, courthouse staff, and NCAOC

personnel diligently reviewed each bid and conducted vendor demonstrations of the finalists in Raleigh. In December 2018, the vendor selection committee unanimously recommended Tyler Technologies, Inc. (Tyler) after completing its review. After months of negotiation, NCAOC executed a ten-year contract with Tyler in June 2019 under the direction of former Chief Justice Cheri Beasley. The contract includes four major eCourts components: Guide & File, Brazos, eWarrants, and Odyssey.

Guide and File

Guide & File is a web-based service that enables attorneys and the public to create legal documents for filing by following easy-to-understand interview questions. Guide & File currently offers interviews in fourteen different case types, such as probate, small claims, and domestic violence protective orders. Since Guide & File's inception, users have conducted more than 31,000 interviews and approximately 90% of surveyed users consistently rate the system as "helpful" or "very helpful."

Brazos

From December 2020 through April 2021, NCAOC implemented Brazos, a replacement of North Carolina's legacy eCitation system. Brazos is available to all North Carolina law enforcement agencies (at no software costs to the agencies) and allows law enforcement officers to record and transmit data to efficiently process citation information to the court system. Brazos implementation was preceded by law enforcement officer solution validation and a month-long pilot by five law enforcement agencies. NCAOC also partnered with the North Carolina State Highway Patrol to provide training to 110 local law enforcement agencies over three months. Thanks to this partnership, over 564 law enforcement agencies now use Brazos which generates 93% of all citations statewide.

eWarrants

In July 2022, NCAOC launched eWarrants, which replaced the legacy, mainframe hosted NCAWARE warrants repository. Unlike Guide & File and Brazos, eWarrants was a new product that Tyler developed specifically for North Carolina. Prior to the statewide launch, law enforcement and judicial stakeholders were given regular updates via email, stakeholder conference presentations, and social media channels. NCAOC conducted over 170 pre-implementation training sessions with magistrates and clerks and over 60 law enforcement train-the-trainer training sessions.

Odyssey

NCAOC launched the final component of the eCourts initiative, Odyssey, in four pilot counties (Harnett, Johnston, Lee, and Wake) on February 13. Odyssey is a cloud-based,

integrated case management system that is designed to replace and consolidate NCAOC's legacy criminal, civil, and juvenile mainframe hosted indexes, the agency's financial management system, and the court system's paper-based filing and records management processes. Odyssey also includes an online public search component, Portal.

The press release incorrectly stated that NCAOC failed to sufficiently consider a data integration with DMV. Several years before launching Odyssey, NCAOC began working with external agencies (GDAC, DMV, OST, DOR, etc.) to develop new integrations to avoid any interruptions in exchanging data. For example, NCAOC and DMV initiated their development efforts in October 2019 and finalized an interagency memorandum of agreement in September 2020 outlining the scope of the new integration. From 2019 to present, NCAOC has and continues to regularly meet with external agencies to address data integration issues or concerns.

In anticipation of the digital transition, NCAOC began working with the North Carolina General Assembly and other stakeholders to update the statutes, rules, and procedures governing paper processes to accommodate future digital case management. These conforming changes were enacted in Session Laws 2019-243, 2021-47, and 2022-47. Current House Bill 193 contains additional proposed changes suggested by elected clerks and other stakeholders. NCAOC's Rules of Recordkeeping Committee, a longstanding group of elected clerks that promulgates the Rules of Recordkeeping for paper records, formed a working group to develop eCourts Rules of Recordkeeping. These comprehensive rules govern recordkeeping by the clerk's office in Odyssey and were adopted in February 2023.

In the months preceding Odyssey go-live, NCAOC offered over 90 multi-day training sessions in the four pilot counties and Mecklenburg County. NCAOC staff also conducted over 50 mock court walkthroughs in local courthouses that included all judicial groups. Attorneys practicing in pilot counties were given the opportunity to attend several sessions of local, in-person training and to access on-demand training on NCAOC's website on the use of File & Serve. NCAOC remains in contact with leaders within the North Carolina Bar Association and other private attorneys to solicit and answer any questions relating to the Odyssey transition.

Starting on February 13, 2023, NCAOC provided dedicated on-staff support in each of the pilot counties to assist with questions and to report any software defects or procedural issues. These staffing levels are as follows: 11 in Harnett, 11 in Johnston, 10 in Lee, and 31 in Wake. NCAOC has and will continue to ask Tyler to provide on-site technical staff to monitor system stability, help troubleshoot issues, and employ fixes as necessary.

To be sure, the transition to Odyssey has not been easy. Since February 13, NCAOC has logged and reported 573 application defects to Tyler. These defects range from minor configuration issues to errors within application processes that cause significant system

latency. To date, Tyler has resolved 393 of these issues. With assistance from DMV, Tyler successfully resolved an integration error that transmitted incorrect speeds on 22 speeding citations. NCAOC mailed notices to each affected driver alerting them to the error. NCAOC has identified several high priority defects that must be resolved prior to further expansion and has delayed the scheduled Mecklenburg County implementation until such resolutions are validated.

The press release also incorrectly stated that Odyssey issues have delayed the release of incarcerated individuals by "months at a time." NCAOC takes any reports of improper detention very seriously. NCAOC has worked with local officials to investigate any specific complaints and has not found an instance where an Odyssey defect led to an individual's delayed release from incarceration.

Despite these defects, pilot county courts remain fully operational and have handled nearly 50,000 cases using Odyssey. Handling these cases digitally has saved an estimated 465,000 pieces of paper from being added to court files. Public users conduct approximately 10,000 Portal searches daily, saving thousands of trips to local courthouses and calls to the clerk's office. NCAOC is grateful to local courthouse officials and staff for their great work during this transition and we remain committed to improving the Odyssey experience for all users.

eCourts is a once-in-a-generation transformation spanning three judicial administrations and NCAOC is steadfast in ensuring a successful and complete statewide implementation. Again, I appreciate the productive working relationship we have with you and other members of the General Assembly and encourage you to share future concerns directly with NCAOC as we are the entity best equipped to address those issues. We appreciate your past and continued collaboration with our team in improving the statewide administration of justice. Thank you for your service to our great state.

Sincerely,

Ryan S. Boyce
Director

EXHIBIT D

From: Trosch, Elizabeth T. <elizabeth.t.trosch@nccourts.org>
Sent: Tuesday, October 17, 2023 9:56 PM
To: Eli Timberg; Tully, Kevin P; Molly Morgan; Dudley, Michael W.; Beebe, Jason R; McFadden, Garry L.; Guise, George
Cc: Chinn-gary, Elisa A.; Calloway, Casey L.; Merriweather, Spencer B.; Baxter Sabio, Robin F.; Bazzle, Christopher E.; Beer, Francis G.; Blackwell, Ashley N.; Bowditch, Kristen D.; Brown, Freddie; Carver, Thomasa D.; Dangerfield, Kristen N.; Dangler , Jason W.; Harris, Benjamin D.; Higgs, Patricia P.; Horton, Ethan S.; Ivery, Cheryl M.; Jenkins, Tarita M.; King, Jyraiel N.; Lytle, Penny; Moore, Patricia R.; Moore, Wanda T.; Nelson Jr., Tony R.; Parker, James A.; Peters, Leigh T.; Phifer, April N.; Simmons, Grier M.; Stanley, Shemrico R.; Stokes, Teresa A.; Strang , Barbara C.; Taylor, Antoine R.; Terry, Christopher D.; Weeks, Nathan L.; Wilson, Felicia H.; Blake, Aretha V.; Burke-Hayer, Shante'; Culler, Jena P.; Davis, Roderick G.; Fickling-alvarez, Faith A.; Fleet, Jennifer L.; Hands, Tyyawdi M.; Henderson, Gary L.; Levine, Alyssa M.; Little, C. Renee; Mann, Christy T.; Marvel, Johnathon R.; Mccallum, Karen D.; Mcthenia, Paige B.; Mobley, Samantha C.; Newton, Matthew D.; Oseguera, Cecilia; Patterson, Rhonda L.; Smith, Keith S.; Trosch, Elizabeth T.; Wiggins, Roy H.
Subject: Procedure For Reconciling Bond Update Discrepancies Between eWarrants and Odyssey

Good evening,

We are eight days from the launch of Odyssey in Mecklenburg County and I have become aware of a known integration issue between eWarrants and Odyssey which impacts defendants whose conditions of release are modified in court and should be released. It is important to understand how the integration is designed and expected to perform, what the defect is and our local business practices for correcting it.

Criminal processes (magistrate orders, arrest warrants, summonses) issued in North Carolina are issued in eWarrants. When a process is served, the Magistrate conducts an initial appearance and issues a Release Order in eWarrants. eWarrants will then push the case into Odyssey Case Manager with the criminal process, release order and any other documents attached in eWarrants. The magistrate selects the appropriate court calendar and session in eWarrants which causes the case to be placed on the court session calendar for First Appearance. When a judge modifies conditions of release at first appearance, bond hearing or entry of an order out of court, the Clerk of Superior Court is required to immediately update eWarrants with the new release conditions that have been set by the judge. eWarrants then autogenerates a Release order with the new conditions, the name of the judge who modified the conditions and the signature of the clerk who entered the information into eWarrants. eWarrants should then push the modification into Odyssey Case Manager. This data push should transmit the release order autogenerated in eWarrants and should update the bond conditions in the “bonds” tab of the case in Odyssey Case Manager. This data should then be viewable in Portal. When a defendant is prepared to meet or effectuate conditions of release by posting of a secured bond by surety or accommodation bondsman, custodial release, unsecured bond or Written Promise to Appear, the magistrate must enter the appearance bond and release event into Odyssey Case Manager.

The known defect relates to the integration between eWarrants and Odyssey at the time that modification of release conditions is updated in eWarrants. In some cases, the information does not migrate from eWarrants to Odyssey. This results in situations, like those reported by many of you, in which Odyssey Case Manager and Portal do not reflect the updated conditions of release. In these instances, eWarrants will show a release order modification event and the autogenerated modification order. This results in a discrepancy between the conditions of release documented in eWarrants and Odyssey. For cases in which the judge who modified conditions entered an order in court, the order will appear on the documents tab in Odyssey Case Manager and on Portal, even though the bond information on the case summary and “bonds” tab does not reflect the modification. The information in Odyssey Case Manager must be updated in order to process the appearance bond and release.

There are two workarounds we are implementing to correct these errors. Tyler Technologies provides NCAOC a daily report of eWarrants integration failures which is forwarded to Mecklenburg County Key Court Officials each morning (beginning October 13, 2023). The Clerk of Superior Court is then manually updating release conditions in Odyssey Case Manager to accurately reflect the modification made in court. The second workaround is implemented at the detention center when a defendant is seeking to execute an appearance bond and Odyssey does not have the updated release conditions. When a surety, accommodation bondsman or custodian presents to the public window of the criminal magistrates court at the detention center to effectuate release, the magistrate must check the release conditions in Odyssey Case Manager. If the conditions in Odyssey are inconsistent with the conditions that the person appearing is seeking to fulfill, the magistrate must check the documents tab on the case in Odyssey to review any modification order in the file with a judge's signature and if no order is on the case, check eWarrants for a modification event and autogenerated order. If there is an order that clearly sets modified conditions that the defendant is prepared to meet, the magistrate must manually update the conditions in Odyssey Case Manager and process the appearance bond. If a defendant, his family member or attorney report that conditions were modified in court to an unsecured bond or written promise to appear, then the magistrate in AP should be immediately notified. The magistrate should check the documents tab in the case and/or eWarrants to confirm the modified conditions, manually update Odyssey Case Manager and process the appearance bond.

When a defendant is seeking release because he has met conditions of release, the criminal magistrate on duty should be notified so that the magistrate can verify the modification in Odyssey and/or eWarrants. If there has been a modification, the magistrate should manually update Odyssey Case Manager and the defendant should be presented to the magistrate to complete the appearance bond.

I hope that this explanation of the defect and guidance is helpful. I will defer to Chief Magistrate Moore to provide a point of contact, phone number or email address that attorneys may use to alert the criminal magistrate that a defendant is being held in custody despite meeting conditions of release. Please do not hesitate to contact me with any questions or for assistance with cases in which there is a discrepancy between eWarrants and Odyssey.

Elizabeth Thornton Trosch
Chief District Court Judge
26th Judicial District
North Carolina Judicial Branch
O 704-686-0367
F 704-686-0364

Justice for all
www.NCcourts.org

E-mail correspondence to and from this address may be subject to the North Carolina public records laws and if so, may be disclosed.