Exhibit B

ATTACHMENT 4

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

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

Plaintiffs,

v.

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

Defendants.

[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT AND PROVIDING FOR CLASS NOTICE

WHEREAS, a class action is pending before the Court captioned *Chaplin et al. v. McFadden et al.*, Case No. 1:23-cv-00423-WO-JGM (M.D.N.C.) (the "Litigation");[1]

WHEREAS, Plaintiffs Timia Chaplin, Sarah Fields, Thomas Hayward, Kevin Spruill, Rotesha McNeil, Yousef Jallal, Messiejah Bradley, Dennis Keith Lassiter and Allen Sifford ("Plaintiffs" or the "Settlement Class Representatives") have moved, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the settlement of the claims asserted in the Litigation against Defendant Tyler Technologies, Inc. ("Tyler"), in accordance with the

[1] Unless otherwise defined herein, capitalized terms have the meanings stated in the Class Action Settlement Agreement and Release fully executed on October 11, 2026 ("Settlement Agreement"), which is cited herein as "SA § __."

Settlement Agreement, which, together with the Exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of those claims (the "Settlement") and for their dismissal with prejudice upon the terms and conditions set forth therein;

WHEREAS, Tyler does not oppose the motion;

WHEREAS, the Settlement resolves only claims against Tyler and the other Released Entities, and does not resolve, release or otherwise affect any claim against Defendant Garry L. McFadden, in his official capacity as Sheriff of Mecklenburg County, Defendant Ohio Casualty Insurance Company, or any other governmental actor or entity (SA § II.35);

WHEREAS, the Court has read and considered the Settlement Agreement and the Exhibits annexed thereto, the motion and supporting memorandum, and the record in this Litigation; and

WHEREAS, all defined terms contained herein shall have the same meanings as set forth in the Settlement Agreement, unless otherwise defined herein;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Preliminary Approval of the Settlement**. The Court hereby preliminarily approves the Settlement Agreement and the Settlement set forth therein, subject to further consideration at the Final Approval Hearing described below. Pursuant to Rule 23(e)(1)(B)(i) of the Federal Rules of Civil Procedure, the Settlement Class Representatives and Tyler (collectively, the "Settling Parties") have shown that the Court will likely be able to approve the Settlement under Rule 23(e)(2).

2. The Court preliminarily finds that the Settlement should be approved because: (i) the Settlement Class Representatives and Settlement Class Counsel have adequately represented the Settlement Classes; (ii) the Settlement is the result of informed, extensive, arm's-length and

non-collusive negotiations between experienced counsel after more than three years of litigation; (iii) the relief provided for the Settlement Classes is adequate, taking into account the costs, risks and delay of trial and appeal, the effectiveness of the proposed method of distributing relief and processing claims, and the terms of the proposed award of attorney's fees and expenses and Service Awards, which will be paid by Tyler separately from, and will not reduce, the relief available to Settlement Class Members; (iv) the Settlement treats Settlement Class Members equitably relative to each other; (v) the Settlement falls within the range of possible approval and has no obvious deficiencies; (vi) the Settlement eliminates the risks to the Settling Parties of continued litigation; and (vii) the Settlement warrants notice to Settlement Class Members and further consideration at the Final Approval Hearing. The Court further finds that the Confidential Supplemental Agreement Regarding Opt-Out Termination Right, which has been identified pursuant to Rule 23(e)(3) (SA §§ III.4.4 & III.9.5), is standard and has no negative impact on the fairness of the Settlement.

3. **Scope of the Settlement**. Nothing in this Order or the Settlement Agreement resolves, releases, stays or otherwise affects any claim asserted in the Litigation against Defendant Garry L. McFadden, Defendant Ohio Casualty Insurance Company, or any other Person who is not a Released Entity. The Litigation shall proceed as to those claims in the ordinary course.

4. **Stay of Claims Against Tyler**. All proceedings in the Litigation on the claims asserted against Tyler are stayed until further order of this Court, except as may be necessary to implement the Settlement or comply with the terms of the Settlement Agreement. Pending final determination of whether the Settlement should be approved, neither the Settlement Class Representatives nor any Settlement Class Member, either directly, representatively or in any

other capacity, shall commence or prosecute against Tyler or any other Released Entity any action or proceeding in any court or tribunal asserting any of the Released Claims.

5. **Class Certification for Settlement Purposes**.

(a) Pursuant to Rules 23(a), 23(b)(3) and 23(e)(1)(B)(ii) of the Federal Rules of Civil Procedure, the Court preliminarily certifies, for purposes of effectuating the Settlement only, the following two classes (together, the "Settlement Classes"):

> **Overdetention Settlement Class**: All individuals subject to pretrial detention in a North Carolina criminal detention facility who, on or after February 13, 2023, experienced an Alleged Overdetention Period of more than six (6) hours.[2]
>
> Excluded from the Overdetention Settlement Class are: (a) individuals who were detained because of a criminal charge under federal law or who were detained in a detention facility owned or operated by the United States government; (b) individuals who allege a delay in their release from criminal detention following entry of judgment in their criminal case; (c) individuals who allege a delay in their release from pretrial detention pursuant to a type of release other than a secured bond, unsecured bond, written promise to appear, or dismissal of all criminal charges; (d) individuals who, at the time they allege they should have been released, were subject to continued detention based on (i) outstanding warrants or (ii) other charges for which the individual had not yet satisfied all conditions of pretrial release; (e) individuals who were released from detention before Enterprise Justice (also known as Odyssey) went live in the county adjudicating the criminal case at issue; (f) individuals who were charged as juveniles in connection with the offense(s) that gave rise to the alleged delay in their release; (g) Tyler and its parents, subsidiaries, affiliates, officers, directors, legal representatives, successors, and assigns; (h) all Overdetention Settlement Class Members who timely and validly request exclusion from the Overdetention Settlement Class, along with their legal representatives, agents, heirs, successors, or assigns; and (i) members of the judiciary who have presided or are presiding over the Litigation, their staff, and members of their immediate family. SA § II.28.
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> **Wrongful Arrest Settlement Class**: All individuals arrested in North Carolina on or after July 22, 2022, pursuant to a warrant for arrest or order for arrest issued by (i) the State of North Carolina or (ii) a county, municipality, or local law-enforcement agency in the State of North Carolina, who were detained and booked or processed into a detention or processing facility or jail prior to being released, and whose arrest or detention resulted from an error in software licensed by Tyler.

[2] An "Alleged Overdetention Period" is defined in relevant part as "a delay in release from pretrial detention after satisfying all conditions required for release." SA § II.1.

> Excluded from the Wrongful Arrest Settlement Class are: (a) individuals who were arrested or detained because of a criminal charge or warrant under federal law or who were detained in a detention facility owned or operated by the United States government; (b) individuals for whom the relevant detention or arrest was made without a warrant for arrest or order for arrest; (c) individuals who do not allege they were arrested or detained due to an error in software licensed by Tyler or who do not have a good-faith basis to believe that the arrest or detention was caused by an error in software licensed by Tyler; (d) individuals whose Wrongful Arrest occurred before Electronic Warrants went live in the county adjudicating the criminal case at issue; (e) individuals who were charged as juveniles in connection with the offense(s) that gave rise to the Wrongful Arrest; (f) Tyler and its parents, subsidiaries, affiliates, officers, directors, legal representatives, successors, and assigns; (g) all Wrongful Arrest Settlement Class Members who timely and validly request exclusion from the Wrongful Arrest Settlement Class, along with their legal representatives, agents, heirs, successors, or assigns; and (h) members of the judiciary who have presided or are presiding over this matter, their staff, and members of their immediate family. SA § II.48.

(b) Pursuant to Rule 23, and for purposes of Settlement only, the Court hereby preliminarily appoints Sarah Fields and Thomas Hayward as Overdetention Settlement Class Representatives, and Kevin Spruill, Timia Chaplin, Rotesha McNeil, Yousef Jallal, Messiejah Bradley, Dennis Keith Lassiter and Allen Sifford as Wrongful Arrest Settlement Class Representatives.

(c) Pursuant to Rule 23, and for purposes of Settlement only, the Court hereby preliminarily appoints Gagan Gupta, Abraham Rubert-Schewel and Zachary Ezor of Tin Fulton Walker & Owen PLLC, and Akeeb Dami Animashaun, as Settlement Class Counsel. Settlement Class Counsel are authorized to act on behalf of the Settlement Classes with respect to all acts or consents required by or that may be given pursuant to the Settlement Agreement, and such other acts reasonably necessary to consummate the Settlement.

6. **Settlement Class Findings**. With respect to each of the Settlement Classes, the Court preliminarily finds, for purposes of effectuating the Settlement only, that: (i) each Settlement Class is so numerous that joinder of all members is impracticable; (ii) there are

questions of law and fact common to each Settlement Class which predominate over any individual questions; (iii) the claims of the Settlement Class Representatives are typical of the claims of the Settlement Classes; (iv) the Settlement Class Representatives and Settlement Class Counsel have fairly and adequately represented and protected the interests of all Settlement Class Members; and (v) a class action is superior to other available methods for the fair and efficient adjudication of the controversy. Because the Settlement Classes are certified for settlement purposes only, the Court need not consider whether a trial would present intractable management problems. *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

7. **Final Approval Hearing**. A hearing (the "Final Approval Hearing") shall be held before this Court on [_____], 202[_], at [__:__ _.m.], at the L. Richardson Preyer United States Courthouse, 324 West Market Street, Greensboro, North Carolina 27401, [in Courtroom ___]. The Final Approval Hearing shall take place no earlier than ninety (90) days after the notices required by 28 U.S.C. § 1715(b) are served.

(a) The purposes of the Final Approval Hearing shall be to: (i) determine whether the proposed Settlement is fair, reasonable and adequate to the Settlement Classes and should be finally approved by the Court; (ii) determine whether a Judgment as defined in Section II.22 of the Settlement Agreement should be entered dismissing the Litigation with prejudice as to Tyler; (iii) determine, for purposes of Settlement only, whether the Settlement Classes should be finally certified, whether the Settlement Class Representatives should be finally appointed, and whether Settlement Class Counsel should be finally appointed; (iv) consider Settlement Class Counsel's application for an award of attorney's fees and expenses and for Service Awards to the Settlement Class Representatives; (v) hear any objections by Settlement Class Members to

the Settlement or to Settlement Class Counsel's application(s); and (vi) consider such other matters as the Court deems appropriate.

(b) The Court may approve the proposed Settlement with such modifications as the Settling Parties may agree to, if appropriate, without further notice to the Settlement Classes. The Court further reserves the right to enter the Judgment regardless of whether it has ruled on the application for attorney's fees and expenses or Service Awards. SA § III.7.5. The Court may adjourn the Final Approval Hearing, decide to hold the hearing remotely, or modify any of the dates herein without further individual notice to Settlement Class Members. Any such changes shall be posted on the Settlement Website by the Claims Administrator.

8. **Approval of Form and Content of Notice**. The Court approves, as to form and content, the Short Notice, Long Notice, Overdetention Claim Form and Wrongful Arrest Claim Form, annexed to the Settlement Agreement as Exhibits A, B, C and D, respectively, and finds that they, together with the notice program described in Section III.2.5 of the Settlement Agreement: (a) constitute the best notice to Settlement Class Members practicable under the circumstances; (b) are reasonably calculated, under the circumstances, to describe the terms and effect of the Settlement and to apprise Settlement Class Members of their right to submit a claim, to object to the Settlement, or to exclude themselves from the Settlement Classes; (c) clearly and concisely state in plain, easily understood language the information required by Rule 23(c)(2)(B); (d) are reasonable and constitute due, adequate and sufficient notice to all persons entitled to receive such notice; and (e) satisfy all applicable requirements of the Federal Rules of Civil Procedure (including Rules 23(c) and 23(e)), the Due Process Clause of the United States Constitution, the Local Rules of this Court and all other applicable law. Before notice is disseminated, the Settling Parties shall insert the applicable dates and deadlines set by this Order

into the notices and Claim Forms, and may make other non-substantive changes to those documents (including formatting and conforming changes) without further order of the Court.

9. **Appointment of Claims Administrator**. The Court appoints Kroll Settlement Administration LLC ("Kroll" or the "Claims Administrator") to supervise and administer the notice program and the processing of claims as set forth in the Settlement Agreement and this Order. Before receiving information submitted by Settlement Class Members, the Claims Administrator shall execute the Acknowledgement and Certification to the Stipulated Protective Order (ECF No. 127). SA § III.3.18.

10. **Manner of Notice**. The Claims Administrator shall implement the notice program as follows and in accordance with the Settlement Agreement:

(a) No later than [_____], 202[_] [a date that is fourteen (14) calendar days after the entry of this Order] (the "Notice Date"), the Claims Administrator shall (i) establish the Settlement Website and publish to it the Short Notice, Long Notice, Claim Forms, this Order, the Settlement Agreement and its Exhibits, the operative complaint, and such other materials as the Settling Parties agree upon; (ii) establish the toll-free telephone number; and (iii) begin publication of the notice. SA §§ II.24, III.2.4-2.6.

(b) The notice program shall include: (i) publication of the Short Notice in the *Asheville Citizen Times*, *Charlotte Observer*, *Fayetteville Observer*, *Greensboro News & Record*, *Raleigh News & Observer*, *Wilmington Star News*, and *Winston-Salem Journal*; (ii) targeted internet advertising through inventory exchanges, Google channels and Meta social media platforms, linking directly to the Settlement Website; (iii) distribution of a press release over PR Newswire's North Carolina Newsline; and (iv) mailing of the Short Notice, Long Notice and

Claim Forms to any Settlement Class Member who requests them and provides their mailing address. SA §§ III.2.5.1-2.5.5.

(c) The Claims Administrator shall maintain the Settlement Website and toll-free telephone number at least through the Claims Date and shall keep the Settlement Website updated with any change to the date of the Final Approval Hearing.

(d) No later than [_____], 202[_] [a date that is fourteen (14) calendar days before the Final Approval Hearing], Settlement Class Counsel shall file with the Court an appropriate affidavit or declaration from the Claims Administrator attesting to compliance with the notice program. SA § III.2.7.

11. **CAFA Notice**. Within ten (10) days after the Settlement Agreement is filed with this Court, Tyler shall serve notice of the Settlement on the Attorney General of the United States and the Attorney General of the State of North Carolina, and any other appropriate officials, in accordance with 28 U.S.C. § 1715(b). SA § III.2.3.

12. **Costs of Notice and Administration**. Tyler shall pay all costs of notice and settlement administration, which shall be paid in addition to, and shall not reduce, the Aggregate Cap, as set forth in the Settlement Agreement. SA § III.1.6. In the event the Settlement is not approved by the Court, or otherwise fails to become effective, neither Settlement Class Representatives nor Settlement Class Counsel shall have any obligation to repay any costs incurred by Tyler in connection with notice and settlement administration.

13. **Submission of Claims**. Settlement Class Members who wish to receive Settlement Benefits shall complete and submit the applicable Claim Form, together with the required documentation, in accordance with the instructions contained therein and Section III.3 of the Settlement Agreement. All Claim Forms must be postmarked or submitted electronically

through the Settlement Website no later than [_____], 202[_] [a date that is one hundred twenty (120) calendar days after the Notice Date] (the "Claims Date"). Any Settlement Class Member who does not timely submit a valid Claim Form (a) shall be barred from receiving any payment under the Settlement, and (b) shall nonetheless be bound by the Settlement Agreement, the releases therein, and the Judgment, if entered. SA § III.3.1. All information submitted by Claimants in connection with their claims shall be treated as "Confidential" under the Stipulated Protective Order (ECF No. 127). SA § III.3.18.

14. **Exclusion from the Settlement Classes**. Any Settlement Class Member who wishes to be excluded from the Settlement Classes must individually sign and timely mail a written request for exclusion to the address designated by the Claims Administrator, postmarked no later than [_____], 202[_] [a date that is sixty (60) calendar days after the Notice Date] (the "Opt-Out Date"). The request for exclusion must clearly indicate the Person's intent to be excluded from the Settlement Classes. Requests for exclusion may not be made by telephone or email, and no Person may request exclusion on behalf of a group or class of Persons. SA § III.4.1.

(a) No later than seven (7) calendar days after the Opt-Out Date, the Claims Administrator shall furnish counsel for the Settling Parties a complete list of all timely and valid requests for exclusion. SA § III.4.3.

(b) Persons who timely and validly request exclusion shall not be bound by the Settlement Agreement or the Judgment and shall not be entitled to any Settlement Benefits. Any Settlement Class Member who does not timely and validly request exclusion shall be bound by all terms of the Settlement Agreement and the Judgment entered thereon, including the

releases set forth in Section III.6 of the Settlement Agreement, whether or not that Settlement Class Member submits a Claim Form. SA § III.4.2.

15. **Objections**. Any Settlement Class Member may object to the Settlement Agreement.

(a) To be considered, the objector must timely file a written notice of objection with the Clerk of Court, L. Richardson Preyer United States Courthouse, 324 West Market Street, Greensboro, North Carolina 27401, under the caption *Chaplin et al. v. Tyler Technologies, Inc. et al.*, Case No. 1:23-cv-00423-WO-JGM, no later than [_____], 202[_] [a date that is sixty (60) calendar days after the Notice Date] (the "Objection Date"), and must serve the same concurrently therewith upon Settlement Class Counsel (Gagan Gupta, Tin Fulton Walker & Owen PLLC, 119 Orange Street, Floor 2, Durham, North Carolina 27701) and Tyler's Counsel (Patrick Hill, Robinson, Bradshaw & Hinson, P.A., 600 S. Tryon Street, Suite 2300, Charlotte, North Carolina 28246).

(b) The objection must include: (i) the case name and number; (ii) the objector's full name, address, telephone number and email address (if any); (iii) information identifying the objector as a Settlement Class Member, including proof of membership in a Settlement Class; (iv) a written statement of all grounds for the objection, accompanied by any legal support the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement as to whether the objector and/or the objector's counsel intends to appear at the Final Approval Hearing; (vii) the objector's signature and the signature of any duly authorized attorney or other representative (along with documentation of such representation); and (viii) a list, by case name, court, and docket number,

of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years. SA § III.5.1.

(c) Any Settlement Class Member who fails to comply with the requirements for objecting as set forth in this Order and in Section III.5.1 of the Settlement Agreement shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation, including the Judgment and the releases set forth in Section III.6 of the Settlement Agreement.

(d) Any attorney retained by an objector shall file a notice of appearance with the Clerk of Court and serve it on Settlement Class Counsel and Tyler's counsel no later than the Objection Date.

(e) Attendance at the Final Approval Hearing is not necessary. Settlement Class Members who do not object need not appear or take any other action to indicate their approval.

16. **Supporting Papers**. All papers in support of final approval of the Settlement and the application for attorney's fees and expenses and Service Awards shall be filed and served by Settlement Class Counsel no later than [_____], 202[_] [a date that is fourteen (14) calendar days before the Final Approval Hearing]. Any responses to objections shall be filed and served no later than [_____], 202[_] [a date that is seven (7) calendar days before the Final Approval Hearing].

17. **Use of this Order**. Neither this Order, the Settlement Agreement, the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the Settlement: (a) is or may be deemed to be or may be used as an

admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of Tyler or any other Released Entity; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault, liability, or omission of Tyler or any other Released Entity in any civil, criminal, regulatory, or administrative inquiry or proceeding in any court, administrative agency, or other tribunal, except in a proceeding to consummate or enforce the Settlement. Any of the Released Entities may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or any similar defense or counterclaim. SA § III.9.3.

18. **Implementation**. The Settling Parties are authorized and directed to take all necessary and appropriate steps to implement the Settlement in accordance with the Settlement Agreement and this Order. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to Settlement Class Members, other than posting on the Settlement Website.

19. **Jurisdiction**. The Court retains exclusive jurisdiction over the Litigation to consider all further matters arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: _____

_____
William L. Osteen, Jr.
United States District Judge for the Middle District of North Carolina