Exhibit F

EXHIBIT E

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

TIMIA CHAPLIN, SARAH FIELDS, THOMAS HAYWARD, 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; TYLER TECHNOLOGIES, INC.,** **Defendants.**	**[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT AS TO DEFENDANT TYLER TECHNOLOGIES, INC.**

On May 23, 2023, Timia Chaplin, Sarah Fields, Thomas Hayward, Kevin Spruill, Rotesha McNeil, Yousef Jallal, Messiejah Bradley, Dennis Keith Lassiter, and Allen Sifford (collectively "Plaintiffs") commenced this action, Case No. 1:23-cv-00423-WO-JGM (the "Litigation"), by filing a complaint in the United States District Court for the Middle District of North Carolina;

On _____ [DATE], Plaintiffs, on behalf of themselves and all others similarly situated, and Defendant Tyler Technologies, Inc. ("Defendant" or "Tyler"), entered into a settlement agreement, which together with the exhibits

attached thereto ("Settlement Agreement"), sets forth the terms and conditions for a proposed class action settlement ("Settlement") and dismissal of all claims made in the Litigation by Plaintiffs and the Settlement Class against Tyler with prejudice.

On _____ [DATE], this Court entered an order granting preliminary approval ("Preliminary Approval Order"), conditionally certifying the Settlement Class, which includes all members of the Overdetention Settlement Class and the Wrongful Arrest Settlement Class, and approving the Settlement Agreement between the Settlement Class Representatives, on behalf of themselves and the Settlement Class Members, and Tyler, as memorialized in the Settlement Agreement that is Exhibit ___ to Plaintiffs' Motion for Preliminary Approval of Class Action Settlement;[1]

On _____ [DATE], Tyler sent written notice of the Settlement to the appropriate Federal and State officials in compliance with the Class Action Fairness Act, 28 U.S.C. §§ 1715, et seq. ("CAFA");

On _____ [DATE], pursuant to the notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class Members were apprised of the nature and pendency of the Litigation, the terms

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[1] The capitalized terms used in this Final Approval Order and Judgment shall have the same meaning as defined in the Settlement Agreement and the Memorandum in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement, except as may otherwise be indicated.

of the Settlement Agreement, and their rights to request exclusion, object, and/or appear at the Final Approval Hearing;

On _____ [DATE], the Court held the Final Approval Hearing to determine, inter alia: (1) whether the Settlement Agreement is fair, reasonable, and adequate; (2) whether notice to the Settlement Class Members constituted the best notice practicable under the circumstances; and (3) whether judgment should be entered dismissing with prejudice the claims asserted by Plaintiffs, on behalf of themselves and the Settlement Class, against Tyler.

Prior to the Final Approval Hearing, Settlement Class Counsel filed a declaration from the Claims Administrator confirming that the class notice was completed in accordance with the Settling Parties' instructions and the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement Agreement, the award of attorneys' fees and expenses, and the payment of Service Awards.

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and Defendants' Counsel, having reviewed all the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Settlement Class Counsel for attorneys' fees and

expenses, and the application for Service Awards, and having reviewed the materials in support thereof, and good cause appearing:

IT IS HEREBY ORDERED THAT:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and the Settling Parties, including the Settlement Class Members. The Court also has personal jurisdiction over the Settling Parties and the Settlement Class Members.

2. The Settlement Agreement was entered into in good faith following arm's length negotiations and is non-collusive.

3. The Settlement Agreement does not constitute an admission of liability by Tyler, and the Court expressly does not make any findings of liability or wrongdoing by Tyler.

4. The Settlement Agreement (including agreements entered in connection with the Settlement identified under Federal Rule of Civil Procedure 23(e)(3)) is, in all respects, fair, reasonable, and adequate, is in the best interests of the Settlement Class, and is therefore approved. The Court finds that the Settling Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement Agreement.

5. The Settlement Agreement sets forth an effective method for processing claims from Settlement Class Members and distributing relief to Settlement Class Members. The Settlement Agreement also treats class members equitably in all respects.

6. This Court now grants final approval of the Settlement Agreement, including, but not limited to, the releases in the Settlement Agreement and the plans for distribution of the settlement relief. Therefore, all Settlement Class Members who have not opted out are bound by the Settlement Agreement and this Final Approval Order and Judgment.

7. The Settlement Agreement and every term and provision thereof—including, without limitation, the releases—are incorporated herein as if explicitly set forth herein and shall have the full force of an order of this Court.

8. The Settling Parties shall effectuate the Settlement Agreement in accordance with its terms.

NOTICE TO THE SETTLEMENT CLASS

9. The Court finds that the class notice plan, as set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: was the best notice practicable under the circumstances; was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class Members of the pendency of the Litigation, certification of the Settlement Class for settlement purposes only, and the terms of the Settlement Agreement; was reasonably calculated to provide and did provide due and sufficient notice of Settlement Class Members'

right to exclude themselves or to object to the Settlement Agreement and to appear at the Final Approval Hearing; and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, CAFA, and all other applicable laws.

OBJECTIONS AND OPT-OUTS

10. ____ objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against approval of the Settlement Agreement, and the objections are hereby overruled in all respects.

11. All persons and entities who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections to the Settlement Agreement, including, but not limited to, by appeal, collateral attack, or otherwise.

12. A list of those putative individuals who have timely and validly elected to opt out of the Settlement in accordance with the requirements in the Settlement Agreement (the "Opt-Outs") has been submitted to the Court in the Declaration of _____, filed in advance of the Final Approval Hearing. That list is attached as Exhibit A to this Final Approval Order and Judgment. The Opt-Outs listed in Exhibit A are not bound by the Settlement Agreement, or this Final Approval Order and Judgment, and are not entitled to any of the benefits under the Settlement Agreement.

CLASS CERTIFICATION

13. For purposes of the Settlement Agreement and this Final Approval Order and Judgment, the Court hereby finally certifies, for settlement purposes only, the following Settlement Class, which includes the Overdetention Settlement Class and the Wrongful Arrest Settlement Class:

> **Settlement Class: All Persons who are members of the Overdetention Settlement Class or the Wrongful Arrest Settlement Class, subject to the exclusions stated below.**
>
> **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.**
>
> **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 requested 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.

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.

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 requested 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.

14. The Court determines that, for settlement purposes only, the Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a) and 23(b)(3), namely that: the Settlement Class is so numerous that joinder of all members is impracticable; that there are questions of law and fact common to the Settlement Class; that the claims of the Settlement Class Representatives are typical

of Settlement Class Members; that the Settlement Class Representatives have and will fairly and adequately represent and protect the interests of the Settlement Class as they have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Litigation; that Settlement Class Counsel have and will adequately represent the Settlement Class; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the claims asserted against Tyler in the Litigation.

15. The Court grants final approval for the appointment of Plaintiffs as the Settlement Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

16. The Court grants final approval for the appointment of Gagan Gupta, Abraham Rubert-Schewel, and Zachary Ezor of Tin Fulton Walker & Owen PLLC and Akeeb Dami Animashaun as Settlement Class Counsel. The Court concludes that Settlement Class Counsel have adequately represented the Settlement Class and will continue to do so.

AWARD OF ATTORNEYS' FEES AND SERVICE AWARDS

17. The Court has considered Settlement Class Counsel's motion for attorneys' fees and expenses, and for service awards.

18. The Court awards Settlement Class Counsel $_____ as an award of attorneys' fees and expenses to be paid in accordance with the Settlement

Agreement, and the Court finds this amount of fees and expenses to be fair and reasonable. This award of attorneys' fees and expenses shall be paid in accordance with the Settlement Agreement. This award of attorneys' fees and expenses is independent of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement.

19. The Court grants Settlement Class Counsel's request for Service Awards and awards $_____ to each Settlement Class Representative. These Service Awards shall be paid in accordance with the Settlement Agreement.

OTHER PROVISIONS

20. The Settling Parties are hereby directed to implement their obligations under the Settlement Agreement according to its terms and provisions. The Settlement Agreement is hereby incorporated into this Final Approval Order and Judgment in full and shall have the full force of an order of this Court.

21. This Court hereby dismisses the Litigation, as identified in the Settlement Agreement, with prejudice, as to Tyler, without fees or costs to any Settling Party except as provided in the Settlement Agreement or this Final Approval Order and Judgment. All claims brought by or on behalf of Plaintiffs, the Settlement Class and the Settlement Class Members are hereby dismissed with prejudice.

22. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the Settlement Class Members submitting Valid Claims, pursuant to the terms and conditions of the Settlement Agreement.

23. Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims (including Unknown Claims). Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided herein) in which any of the Released Claims (including Unknown Claims) is asserted.

24. "Released Entities" means Tyler, its parents, subsidiaries, divisions, and affiliates, and each of its and their respective representatives, officers, principals, agents, directors, employees, insurers, reinsurers, attorneys, predecessors, successors, and assigns, and includes, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in the Litigation or any other action related to alleged errors, defects, or other issues with the development, design, operation, functionality, implementation, or use of software developed, sold, or licensed by Tyler. For clarity, the term "Released Entities" does not include Gary L. McFadden (the Sheriff of Mecklenburg County, North Carolina) nor any governmental actor or entity.

25. "Released Claims" shall collectively mean any and all claims and causes of action including, but not limited to, any individual, representative, or class-wide

causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs and expenses, pre-judgment interest, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Entities based on, relating to, concerning, or arising out of alleged errors, defects, or other issues with the development, design, operation, functionality, implementation, or use of software developed, sold, or licensed by Tyler in North Carolina. Released Claims shall not include the right of any Settlement Class Member or any of the Released Entities to enforce the terms of the Settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class. For the avoidance of doubt, Released Claims includes only those claims or causes of action arising from injuries that occur before the Effective Date.

26. "Unknown Claims" means any of the Released Claims that any Settlement Class Member, including Plaintiffs, does not know or suspect to exist in his or her favor at the time of the release of the Released Entities that, if known by

him or her, might have affected his or her Settlement with, and release of, the Released Entities, or might have affected his or her decision not to object and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides that:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Settlement Class Members, including Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have and by operation of the Judgment shall have, upon the Effective Date, fully,

finally, and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

27. This Final Approval Order and Judgment, the Settlement Agreement, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement shall not be offered or received against Tyler as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Tyler with respect to the truth of any fact alleged by any Settlement Class Representative or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Litigation or in any other litigation, or the deficiency of any defense that has been or could have been asserted in the Litigation or in any other litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of Tyler; *provided, however*, that nothing in the foregoing, the Settlement Agreement, or this Final Approval Order and Judgment shall be interpreted to prohibit the use of the Settlement Agreement or this Final Approval Order and Judgment in a proceeding to consummate or enforce the Settlement Agreement or this Final Approval Order and Judgment (including all releases in the Settlement Agreement and Final Approval Order and Judgment), or to defend against the assertion of any Released Claims (including Unknown Claims) in any other proceeding, or as otherwise required by law.

28. The Settlement Agreement (including without limitation the releases therein) shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who is not an Opt-Out or any other person subject to the provisions of this Final Approval Order and Judgment.

29. Consistent with Section 8 of the Settlement Agreement, if the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Settling Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and Judgment shall cease to be of any force and effect, and the Settling Parties shall return to the status quo ante in the Litigation as if the Settling Parties had not entered into the Settlement Agreement. In such an event, the Settling Parties shall be restored to their respective positions in the Litigation as if the Settlement Agreement had never been entered into (and without prejudice to any of the Settling Parties' respective positions on the issue of class certification or any other issue).

30. Without affecting the finality of this Final Approval Order and Judgment, the Court will retain exclusive jurisdiction over the subject matter and the Settling Parties with respect to the interpretation and implementation of the

Settlement Agreement for all purposes, including enforcement of its terms at the request of any party, and resolution of any disputes that may arise relating in any way to the implementation of the Settlement Agreement or the implementation of this Final Order and Judgment.

ENTERED:

DATED: _____, 2026 **By: _____**