

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

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AARON KUDATSKY, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

TYLER TECHNOLOGIES, INC.

Defendant.

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:  
: Case No.: 3:19-CV-07647-WHA  
:  
: **NOTICE OF SETTLEMENT OF**  
: **FLSA COLLECTIVE ACTION FOR**  
: **[FULL NAME]**  
:  
: **YOUR SETTLEMENT SHARE:**  
: **[\$AMOUNT]**

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU WORKED AS AN ERP  
IMPLEMENTATION CONSULTANT (OR SIMILAR POSITION) FOR TYLER  
TECHNOLOGIES, INC., AND JOINED THIS CASE AS AN “OPT-IN” PLAINTIFF.**

**TO OBTAIN YOUR SHARE OF THE SETTLEMENT, YOU MUST  
ELECTRONICALLY EXECUTE OR SIGN AND RETURN THE RELEASE OF  
CLAIMS FORM BY SEPTEMBER 9, 2021**

You are receiving this notice because you have been identified as someone eligible to receive money from a proposed settlement of a class and collective action lawsuit. You are an FLSA Opt-in Plaintiff in the lawsuit entitled *Kudatsky v. Tyler*, (the “Lawsuit”) which asserts claims that Tyler Technologies, Inc. (“Tyler”) violated state and federal wage and hour laws by, among other things, allegedly failing to pay for all overtime hours worked by Class Members during the Class Period.

This proposed settlement has received preliminary approval from the Court and will resolve all claims in the Lawsuit. You are receiving this notice because you filed a consent form to assert your claims under the Fair Labor Standards Act (“FLSA”).

Although Tyler disputes the claims asserted in the Lawsuit, both Plaintiff and Tyler recognize the costs and risks of litigation, and believe that the proposed settlement is a fair and reasonable resolution. The Lawsuit has been pending for over a year and a half, and Counsel for Plaintiff believes that based on the uncertainties and costs associated with litigation, the proposed settlement is in the best interests of all of the class members. The settlement provides that Tyler will pay a total of \$3,150,000.00 to settle this case (“Total Settlement Amount”). This notice provides information on how to participate in the settlement and your options. If you would like additional information about the details of the settlement, you can view the settlement agreement that controls the settlement at [www.tylertechovertimesettlement.com](http://www.tylertechovertimesettlement.com), by contacting class counsel

listed below, or by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

The Court has preliminarily approved the settlement. If you return your Release of Claims form, you will receive your share of the Total Settlement Amount through a settlement payment in the pre-tax amount of \$[AMOUNT]. As detailed below, you will receive that payment only after the Court grants final approval of the settlement, **and if you return the attached Release of Claims form**. You should also return the attached IRS Form W-9 to assist in the processing of your settlement share.

The Settlement includes the FLSA Opt-in Plaintiffs, like you, who filed a consent form to join and assert their FLSA claims, and a California Rule 23 Class of all ERP implementation consultants, other than senior implementation consultants, who worked for Tyler in California since November 20, 2015. The FLSA Opt-in Plaintiffs who return their release forms and the California Rule 23 Class Members who do not opt out of the Settlement will ultimately be entitled to a pro rata portion of the Distribution Amount, which will be based on the individual's work history within the applicable statute of limitations and a uniform assumption of daily overtime worked. The Settlement does not release claims accruing after April 19, 2021. The Settlement does not require that Tyler reclassify its implementation consultants as overtime eligible, and FLSA Opt-in Plaintiffs and California Rule 23 Class Members who worked for Tyler after April 19, 2021 therefore are not precluded by the Settlement from separately asserting claims beginning after that date.

#### **A. Your Settlement Amount**

Your individual settlement offer is \$[AMOUNT]. This amount is based on the date your "opt-in" consent form was filed with the Court, as well as information from Defendant's records showing that you worked as an implementation consultant for Defendant from [START DATE] to [END DATE]. You may lodge a dispute if you disagree with this information by providing supporting documentation showing that Defendant's records are incorrect. Any such dispute, including any supporting documentation, must be emailed or mailed to Class Counsel by the Response Deadline.

One half of your settlement payment will be reported as W-2 wage earnings, with payroll taxes withheld. The other half of the settlement payment will be reported as 1099 earnings. You will be responsible for the payment of personal taxes owing on the settlement payments. Because the settlement includes non-wage earnings, please complete the enclosed IRS Form W-9 and provide your most up-to-date information.

**IN ORDER TO RECEIVE YOUR SETTLEMENT PAYMENT, YOU MUST ELECTRONICALLY EXECUTE OR SIGN AND RETURN THE ENCLOSED RELEASE OF CLAIMS FORM BY SEPTEMBER 9, 2021.**

#### **B. Attorneys' Fees and Costs**

Class Counsel will ask the Court to approve attorneys' fees of up to 25% of the Total Settlement Amount (\$787,500.00), and up to \$20,000.00 in litigation costs. The settlement also provides for a service award of up to \$5,000.00 to the Named Plaintiff, and \$500.00 to plaintiffs

who were deposited. These enhancements are also subject to Court approval; any of these amounts that are not approved will be re-allocated to the Settling Class Members and Settling Plaintiffs.

### **C. Scope of Release**

If you accept your settlement offer, you agree to release your FLSA overtime claims against Tyler. Please read the Release of Claims Form.

### **D. Your Options**

In order to participate in the settlement and receive your settlement payment of \$[AMOUNT], **YOU MUST ELECTRONICALLY EXECUTE OR SIGN AND RETURN THE RELEASE OF CLAIMS FORM POSTMARKED BY SEPTEMBER 9, 2021.** You may return your signed form to:

Nichols Kaster, PLLP  
Attn: Daniel S. Brome  
4700 IDS Center  
80 South 8<sup>th</sup> St.  
Minneapolis, MN 55402  
877-448-0492  
forms@nka.com

You have a right to reject this settlement. If you do so, you will not release any claims, and will retain the right to timely bring your own claims against Tyler. To reject your settlement, you must do so in writing to the address above, and you must include your name and signature and indicate that you reject the settlement. You must do so with a postmark by September 9, 2021. If you do not respond, you will not receive payment, and your claims will be dismissed without prejudice.

### **QUESTIONS**

If you want additional information, you may contact Class Counsel at the address and telephone number listed above. You can also view documents related to the case and the settlement at: [www.tylertechovertimesettlement.com](http://www.tylertechovertimesettlement.com).

The specific terms of the settlement have also been filed with the Court. You can look at and copy these documents at any time if you have a Public Access to Court Electronic Records (“PACER”) account, you may view the documents on the Court’s Case Management/Electronic Court Filing website: <https://ecf.cand.uscourts.gov>.

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**RELEASE OF CLAIMS FOR [FULL NAME]**

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I received the Notice of Settlement which informed me that I will receive a payment totaling \$[AMOUNT] if I return this Release of Claims form so that it is received by the Class Counsel by September 9, 2021.

By signing and returning this Release of Claims form, I agree that in exchange for my settlement payment, I knowingly and voluntarily, irrevocably and unconditionally, forever and fully release Tyler from/for any and all claims and causes of action for unpaid overtime compensation and liquidated damages under the Fair Labor Standards Act while I was employed by Defendant as an implementation consultant, up to April 19, 2021.

DATE: \_\_\_\_\_

\_\_\_\_\_  
[FULL NAME]

**Return to:**

Nichols Kaster, PLLP  
Attn: Daniel S. Brome  
4700 IDS Center  
80 South 8<sup>th</sup> St.  
Minneapolis, MN 55402  
forms@nka.com

**Must be emailed or postmarked by September 9, 2021.**