

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF NORTH CAROLINA**

David Linnins, Kim Wolfington, and Carol Blackstock *on behalf of themselves and all others similarly situated,*

Plaintiffs,

v.

TIMCO Aviation Services, Inc.

Defendants,

**NOTICE REGARDING RIGHT TO BENEFIT FROM  
CLASS ACTION SETTLEMENT**

A Settlement Agreement has been reached in a class action lawsuit alleging that TIMCO Aviation Services, Inc. (“Timco”) experienced an unauthorized disclosure of certain information which occurred on or about March 2016. If you have been affected by the unauthorized disclosure, you may be entitled to payment under the Settlement Agreement reached in the case.

A Settlement Fund of \$312,500 has been established to pay valid claims related to certain forms of compensation. The final cash payment for Class Members will depend on the total number of valid and timely claims filed by all Class Members.

In addition, Timco has agreed to pay certain other types of claims for all Class Members and provide certain non-monetary relief.

**Your legal rights are affected whether you act or don’t act, so read this notice carefully.**

<b>YOUR OPTIONS</b>	
<b>Submit a Claim Form Deadline: May 1, 2018</b>	<b>Complete and submit a Claim Form and receive compensation.</b> By completing and submitting a Valid Claim Form, you may recover money or other relief, depending on your claim made and the total claims by other Class Members.
<b>Ask to be Excluded Deadline: May 1, 2018</b>	<b>Get out of this lawsuit and get no benefits from it.</b> Instead of submitting a Claim Form, you may ask to be excluded from the lawsuit. By excluding yourself, you cannot recover as part of this Settlement and you keep a right to sue on your own.
<b>Object Deadline: May 1, 2018</b>	<b>Object to the terms of the Settlement Agreement.</b> You may object to the terms of the Settlement Agreement and have your objections heard at the May 31, 2018 Fairness Hearing.
<b>DO NOTHING</b>	You will not receive any compensation and you will give up your rights to sue Timco about the issues raised in this case.

## 1. What is this lawsuit about?

In the lawsuit, the Plaintiffs bring claims against Timco for invasion of privacy, violations of the North Carolina Unfair and Deceptive Trade Practices Act, and negligence based on the alleged compromise of W-2 tax data as a result of a Data Disclosure which occurred on or about March 2016.

Timco denies any wrongdoing and denies all claims asserted against it in lawsuit. Both sides have agreed to settle the lawsuit to avoid the cost, delay, and uncertainty of litigation. You can read Plaintiffs' Complaint, the Settlement Agreement, other case documents, and download a Claim Form at [www.TASettlement.com](http://www.TASettlement.com).

## 2. Why is this a class action?

In a class action, a Class Representative (in this case, Plaintiffs David Linnins, Kim Wolfington, and Carol Blackstock) sues on behalf of a group (or a "Class") of people. Here, the Class Representatives sued on behalf of people who have similar claims regarding the Data Disclosure.

## 3. Why is there a Settlement?

To avoid the cost, risk, and delay of litigation, the Parties reached a Settlement Agreement as to Plaintiffs' and the Class claims.

## 4. How do I know if I am a part of the Settlement?

For Settlement purposes, the Court has certified a Class consisting of all people who meet the following definition:

All current and former employees of Timco and its parent, subsidiary, or affiliate companies whose W-2 data was compromised as a result of the Data Disclosure which occurred on or about March 2016.

## 5. What relief is available to Class Members and how do I recover?

To obtain a recovery, you must submit a Claim Form. This is the only way to get a payment.

Class Members who submit a valid and timely Claim Form may be entitled to three potential forms of relief.

**(1)** Class Members who, on their own, purchased identity theft protection services in response to an IRS notice of possible identity theft between March 15, 2016, and April 19, 2016, can receive reimbursement for the purchase of up to 36 months of the chosen service, not to exceed \$350. To obtain this reimbursement, Class Members will need to provide documentary proof of the IRS notice, the purchase, and the costs incurred, and attest that they had not received any notices of possible identity theft from the IRS before March 15, 2016. Timco will pay all valid claims of this type.

**(2)** Timco previously made available to Class Members two years of Experian ProtectMyID Elite. Those Class Members who did not elect to obtain this product previously may now request coverage. Those who originally requested and obtained the product from Timco are ineligible for this relief.

**(3)** Class Members can obtain one of three categories of compensation if any are applicable. Class Members can only seek recovery for **one** of these categories. If a Class Member seeks more than one, the Settlement Administrator will assess the first claim and deny the second and third claims without reviewing the validity of those claims. A \$312,500 Settlement Fund will be created to pay these claims. Class Members will receive the amounts explained below. However, if the total dollar amount of the claims exceeds the Settlement Fund, Class Members' payments will be reduced pro rata. The three categories are:

Category A: Class members who had a false/fraudulent tax return filed in their name for the first time after March 15, 2016, will be eligible for a payment of \$250. Claimants must provide proof of the false tax return being filed and attest that they had not had false/fraudulent returns filed previously in the last 3 years. \$187,500 of the Settlement Fund will be allocated to this Category. If the total claims at \$250 per claimant exceed that amount, payments to each claimant shall be reduced pro rata.

**Category B:** Class members who had an IRS tax transcript requested using their personal information for the first time in 2016 and submitted an Identity Theft Affidavit to the IRS shall be entitled to a payment of \$150. Claimants must provide proof of the tax transcript request and submission of the Identity Theft Affidavit, and attest that they have no knowledge of an IRS tax transcript request being made on their behalf without their authorization in prior years. \$75,000 of the Settlement Fund will be allocated to this Category. If the total claims at \$150 per claimant exceed \$75,000, payments to each claimant shall be reduced pro rata.

**Category C:** Class members who claim they suffered out-of-pocket expenses (other than purchase of identity theft services) as a result of the Data Disclosure shall be entitled to reimbursement in an amount not to exceed \$150. Claimants must submit reasonable documentation supporting the claim for expenses. Class Members can also submit an affidavit or declaration for time spent dealing with the effects of the Data Disclosure and be reimbursed for up to 2 hours at \$15/hour under this claim. The Affidavit or Declaration must be sufficiently detailed to explain the reason the time was incurred, the amount of time spent, and the activities undertaken during this time. \$50,000 of the Settlement Fund will be allocated to this Category. If the total claims exceed \$50,000, payments to each claimant shall be reduced pro rata.

You can download the Claim Form at [www.TASettlement.com](http://www.TASettlement.com) or you can request a copy at the toll-free number 844-616-6619 and mail it to:

Linnins v. TIMCO Claims Administrator  
PO Box 4068  
Portland, OR 97208-4068

All Claim Forms must be mailed or filed online no later than May 1, 2018.

If any money remains in the \$312,500 Settlement Fund or any of its three parts, it will be used as follows and in the following order: (1) to cover any shortfalls for the Claim A fund, the Claim B fund, and the Claim C fund (with priority given in that order); (2) to pay for reimbursement of self-paid identify theft protection claims; (3) to pay Experian (or to reimburse Defendant for payments made to Experian if those are required to be made before any excess amounts are known); (4) to pay Notice and Administration costs (or to reimburse Defendant for costs previously incurred if payments are required before any excess amounts are known); and (5) to be distributed to Legal Aid of North Carolina, an entity agreed upon by the parties and subject to approval by the Court. None of the money shall be used to pay attorneys' fees or incentive payments, which shall be paid separately.

In addition to the monetary benefits described above, Timco has agreed to the following injunctive relief for the benefit of all Class Members:

Following the incident, Timco has undertaken and will continue the following activities for at least three years:

New Spam Filter: Timco will maintain an updated spam filter to assist in distinguishing between valid and forged emails.

Mandatory Email Training: Timco will utilize the services of a third-party company to provide mandatory security training for employees with company email addresses. As new employees are hired, the new employees will undergo the same or similar security training.

Testing: Timco has retained Wombat to perform targeted phishing tests to assess the effectiveness of the training. The tests will be performed periodically, and employees who fail will be re-trained.

Data Loss Prevention: Timco will invest in Data Loss Prevention products that search through emails and attachments for patterns and allow for the quarantine of suspect emails.

## 6. What am I giving up to receive these benefits?

By staying in the Class, all of the Court's orders will apply to you, and you give Timco a "release." A release means you cannot sue or be part of any other lawsuit against Timco about the claims or issues in this lawsuit with respect to the claims in the action and you will be bound by the Settlement Agreement. For your convenience, the Release, which necessarily is drafted in legal-sounding language, is attached as Exhibit A to this Notice.

## 7. How much will the Class Representatives receive?

The Class Representatives will receive his or her portion of the Settlement as a Class Member and a payment of up to \$500 as an Incentive Award for having pursued this action. Any incentive payment is subject to Court approval.

## 8. Do I have a lawyer in this case?

To represent the class, the Court has appointed attorneys with the Law Office of Jean Sutton Martin PLLC of Wilmington, NC and Morgan & Morgan Complex Litigation Group of Tampa, FL, as “Class Counsel.” You can contact Class Counsel at 888-316-3485.

Class Counsel will request an award of attorneys’ fees and expenses from the Court not to exceed \$150,000 for litigating the case and negotiating the Settlement. Any attorneys’ fees and expense awards are subject to Court approval. You may hire your own attorney, but only at your own expense.

## 9. I don’t want to be part of this case. How do I ask to be excluded?

If you don’t want a payment from this Settlement, but you want to keep the right to individually sue Timco about the issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself, or “opting out,” of the Settlement Class. To exclude yourself, you must send a letter by mail that (i) states the Class Member’s full name, address, and telephone number, (ii) contains the Class Member’s signature or the signature of the person authorized by law to sign on behalf of the Class Member, and (iii) states unequivocally that the Class Member’s intent is to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement.

You must mail your exclusion request postmarked no later than May 1, 2018, to Linnins v. Timco Claims Administrator, PO Box 4068, Portland, OR 97208-4068.

## 10. How do I object?

Any Settlement Class Member who has not requested to be excluded from the Settlement Class may object to the Settlement. In order to exercise this right, you must submit your objection to the Court and to the Settlement Administrator. Your objection must (i) set forth the Settlement Class Member’s full name, current address, and telephone number; (ii) contain the Settlement Class Member’s original signature or the signature of counsel for the Settlement Class Member; (iii) state that the Settlement Class Member objects to the Settlement, in whole or in part; (iv) set forth a statement of the legal and factual basis for the objection; and (v) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position.

Objections must be filed with the Clerk of the Court and delivered to the Settlement Administrator on or before May 1, 2018.

The Court’s address is: Clerk of the Court, Middle District of North Carolina, 324 West Market Street, Greensboro, North Carolina 27401-2544.

The Settlement Administrator’s address is: Linnins v. TIMCO Claims Administrator, PO Box 4068, Portland, OR 97208-4068.

### **The Fairness Hearing**

The Court will hold a fairness hearing on **May 31, 2018, at 10 o’clock a.m. in Courtroom 2, United States District Court for the Middle District of North Carolina, 324 West Market Street, Greensboro, North Carolina 27401-2544.** The purpose of the hearing will be for the Court to determine whether the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Class, and to rule on applications for compensation for Class Counsel and Incentive Awards for the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed Settlement.

**YOU ARE NOT REQUIRED TO ATTEND THIS HEARING TO BENEFIT FROM THIS SETTLEMENT.** The hearing may be postponed to a later date without notice.

**FOR MORE INFORMATION**

Additional information and documents, including case documents, are available at [www.TASettlement.com](http://www.TASettlement.com), or you can call the toll-free number 844-616-6619 for more details.

Additionally you can also contact Class Counsel at:

Jean Sutton Martin  
Law Office of Jean Sutton Martin PLLC  
2018 Eastwood Road, Suite 225  
Wilmington, North Carolina 28403  
(888) 316-3485

John A. Yanchunis  
Morgan & Morgan Complex Litigation Group  
201 North Franklin Street  
Tampa, FL 33602  
(813) 223-5505

**PLEASE Do NOT CALL THE COURT, THE JUDGE, OR THE DEFENDANTS WITH  
QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA**

David Linnins, Kim Wolfington, and Carol Blackstock *on behalf of themselves and all others similarly situated,*

Plaintiffs,

v.

TIMCO Aviation Services, Inc.

Defendants,

**CASE NO.:**

**1:16-CV-00486-NCT-JEP**

**ARTICLE V –RELEASE**

**A. Releases; Binding and Exclusive Nature of Settlement Agreement**

1. In connection with the Settlement, both the Final Approval Order and Judgment shall provide that the Action is dismissed with prejudice as to the Named Plaintiffs and all Settlement Class Members.

2. On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration or other claim may be pursued against Defendant or the related entities released herein with respect to the Released Claims.

3. On the Effective Date and in consideration of the promises and covenants set forth in this Agreement, (i) Named Plaintiffs and each Settlement Class Member, and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the “Releasing Persons”), and (ii) Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns (the “Counsel Releasing Parties”) will be deemed to have completely released and forever discharged the Released Persons from any and all past, present and future claims, counterclaims, lawsuits, set-offs, costs, losses, rights, demands, charges, complaints, actions, causes of action, obligations, or liabilities under any legal or equitable theory, including (i) those known or unknown or capable of being known, and (ii) those accrued, unaccrued, matured or not matured, all from the beginning of the world until today that arise out of or relate in any way to the Data Disclosure or to any allegations in the Complaint. This Release shall be included as part of any judgment, so that all Released Claims shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

**ARTICLE V OF THE SETTLEMENT AGREEMENT**

Please review the Settlement Agreement for definitions and other terms of the settlement.

4. Upon the Effective Date, and in consideration of the promises and covenants set forth in this Agreement, the undersigned Class Counsel, for themselves, and each of his, her, or their present and former owners, predecessors, successors, partners, shareholders, agents (alleged or actual), experts, representatives, employees, and affiliates (“Attorney Releasers”), unconditionally and irrevocably remise, waive, satisfy, release, acquit, and forever discharge Defendant and the Released Parties from any and all right, lien, title, or interest in any attorneys’ fees, costs, and expenses or award or any claim for reimbursement of costs in connection with the Action or the Released Rights, except as otherwise provided herein.

5. With respect to all Released Claims, Plaintiffs and each of the other Settlement Class Members without a Successful Opt Out agree that they are expressly waiving and relinquishing to the fullest extent permitted by law (a) the provisions, rights and benefits conferred by Section 1542 of the California Civil Code, which provides: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR” and (b) any law of any state or territory of the United States, federal law or principle of common law, or of international or foreign law, that is similar, comparable or equivalent to Section 1542 of the California Civil Code.

#### **ARTICLE V OF THE SETTLEMENT AGREEMENT**

Please review the Settlement Agreement for definitions and other terms of the settlement.