

James M. Sitkin, Esq. (SBN 107650)
LAW OFFICES OF JAMES M. SITKIN
One Kaiser Plaza, Suite 505
Oakland, CA 94611
Telephone: (415) 318-1048
Facsimile: (415) 362-3268
jsitkin@sitkinlegal.com

Todd M. Schneider, Esq. (SBN 158253)
Joshua Konecky, Esq. (SBN 182897)
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, CA 94608
Telephone: (415) 421-7100
Facsimile: (415) 421-7105
tschneider@schneiderwallace.com
jkonecky@schneiderwallace.com

Attorneys for Plaintiffs and Certified Class

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA, NORTHERN DIVISION

(Unlimited Jurisdiction)

WILLIAM LOYD HELMICK, SHANE
WILLIAMS, MATTHEW A. POORE,
and TIMOTHY J. ALLISON, individually
and on behalf of all those similarly
situated,

Plaintiffs,
vs.

AIR METHODS CORPORATION, and
DOES 1 – 100, inclusive,

Defendants.

CASE NO.: RG13665373

CLASS ACTION

*Assigned for all purposes to the
Hon. Winifred Y. Smith, Dept. 21*

**DECLARATION OF JAMES M. SITKIN IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

DATE: July 1, 2020

TIME: 9:00 a.m.

DEPT: 21

RESERVATION NO.: R-2186338

Complaint Filed: January 30, 2013

Trial Date: July 8, 2019

ERRATA CORRECTED: math progression at p. 25:18-19, attached Settlement Agreement at p. 34:1-3, attached Class Notice at p. 6, ¶ 8.

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1 I, JAMES M. SITKIN, declare as follows:

2 1. I am an attorney at law admitted to practice before this Court. Along with Schneider
3 Wallace Cottrell Konecky, I represent the Plaintiffs and the certified class in the above-captioned case
4 against Defendant Air Methods Corporation (“AMC”). I am familiar with the file, the documents, and
5 the history related to this case. The following statements are based on my personal knowledge and
6 review of the files and, if called on to do so, I could and would testify competently thereto.

7 2. I submit this declaration in support of Plaintiffs’ unopposed Motion for Preliminary
8 Approval for Class Action Settlement, which, if approved, resolves all claims in this Action from
9 January 30, 2009, four years before this Action was filed corresponding to the statute of limitations
10 for the Unfair Competition Law cause of action, to June 29, 2020. (hereinafter “Class Period”). It
11 also resolves all claims in the follow on lawsuit of Christopher R. Lyons and Amelia G. Vielguth v.
12 Air Methods Corporation, now before the U.S. District Court, Northern District of California, case no.
13 3:20-cv-01700-PJH (“Lyons Action”) and presently the subject of a submitted remand motion, in
14 which case the plaintiffs also are represented by the same counsel.

15 3. A true and correct copy of the parties’ fully executed long form Settlement Agreement,
16 including Exhibits is attached to this Declaration as Exhibit 1. The Settlement Agreement has the
17 following exhibits: Exhibit A and A-1: Defendant’s identification of the members of the Settlement
18 Class (hereinafter “Class”) hired during January 14, 2016 – February 14, 2020, i.e. who by definition
19 are not members of the class certified herein under the Court’s Order, entered November 24, 2015;¹
20 Exhibit B: proposed Class Notice, subject to court approval and formatting and identified insertions
21 by the Settlement Administrator; Exhibit C: proposed release of claims; Exhibit D: proposed
22 Preliminary Approval Order with dates to be inserted (Exhibit B, the Class Notice, is anticipated to be
23 an Exhibit to this Preliminary Approval Order); Exhibit E: proposed Final Approval Order with dates
24 to be inserted; Exhibit F: operative Complaint in the Lyons Action, the claims in which will be resolved
25 in this Settlement; and Exhibit G: proposed form of Judgment.

26
27 ¹ In that I do not have records bringing current AMC’s recent Flight Crew hires, I am unable to state the exact number of
28 the members of the Settlement Class, which I have been estimating, probably on the high side, has about 450-60 members
in consideration of the size of the Helmick Class and these Exhibit A and A-1.

1 **A. PLAINTIFFS AND CLASS COUNSEL WITH SUBSTANTIAL EXPERIENCE**
2 **UNIFORMLY SUPPORT THE SETTLEMENT.**

3 4. I have been lead counsel for the Plaintiffs and the plaintiff class throughout this case and
4 also have been co-counsel representing the plaintiffs in the Lyons Action since its inception. I ask the
5 Court to refer to the declaration of my co-counsel, Joshua Konecky, filed herein on February 1, 2018
6 for his background supporting his appointment as Class Counsel in connection with the instant
7 Settlement.

8 5. Following my 1982 graduation from the University of California, Hastings College of the
9 Law, and my admission to practice law in California in February 1983, I have specialized in civil
10 litigation in both state and federal courts. I have a number of years of experience in complex business
11 litigation and have significant experience and expertise in representing employees in wage and hour
12 class actions/FLSA collective actions. Since before I, as a partner, co-founded Dacey & Sitkin in
13 2001, a major part of my practice has involved representation of employees in wage and hour
14 class/collective actions which were litigated in various courts in California and elsewhere, though I
15 have continued to practice in other areas, too. I have continued that specialization since Dacey &
16 Sitkin's dissolution and Mr. Dacey's retirement. I have received court approval as class counsel in
17 several wage and hour class actions involving industries, ranging from insurance to security guards to
18 computers to mental health outreach services, to escorted bus tours, etc.

19 6. All class action settlements of wage and hour class actions that I have submitted to a Court
20 have received final approval and in none has a class member ever submitted an objection to the
21 settlement, save one, which objection was overruled and involved an employee complaint that the
22 settlement did not address bird splatter on his car parked at work, a non-issue in the case. No court
23 has ever denied my adequacy to serve as class counsel in any wage and hour class action.

24 7. I am unaware of any conflicts of interest between my firm, my co-counsel, or the Plaintiffs,
25 on the one hand, and the Class members, on the other hand. The Plaintiffs have not attempted to
26 compromise Class claims to advance individual claims. The Plaintiffs have rendered substantial and
27 valuable assistance to our firms in the prosecution of this action and the advancement of the interests
28 of all Class members. I believe that the Plaintiffs are adequate class representatives.

1 8. Plaintiffs and their attorneys approve the Settlement as in the best interests of the Class.

2 9. No Class member has communicated to Plaintiffs a wish to exclude himself or herself from
3 the Class and to litigate individually any of the claims asserted herein.

4 10. To date, I have spent thousands of hours in litigating this action to the benefit of the Class.

5 **B. COMPETENCE OF PROPOSED SETTLEMENT ADMINISTRATOR**

6 11. The parties have agreed to CPT Group (CPT) to serve as the settlement administrator.
7 Under the Settlement, Defendant will pay for all CPT's reasonable charges up to \$25,000 and all class
8 administration costs if, due to Defendant's early payment, the number of distributions exceeds the
9 anticipated three distributions. Otherwise, class administration costs are paid from the Gross
10 Settlement Amount. In that CPT has provided me quotes estimating the total cost for a class of 460
11 persons at under \$30,000, the settlement administration costs are expected to have either no impact or
12 negligible impact on what the Settlement Class will receive. In any case, I believe that CPT's quote
13 for settlement administration costs is reasonable for the work involved. It appears that CPT is
14 experienced and adequate to discharge in a competent manner the duties of the settlement
15 administrator described in the Settlement Agreement. Its website is informative in this regard:
16 <https://www.cptgroup.com/about-us/>. CPT competently served as the settlement administrator for the
17 2018 partial settlement. Because the proposed Settlement in part relies on CPT's determinations made
18 in administering the partial settlement, CPT is well-positioned to discharge efficiently the role of
19 settlement administrator in this Settlement.

20 **C. CASE BACKGROUND AND PROCEDURAL HISTORY**

21 12. On January 7, 2013, on behalf of WILLIAM LOYD HELMICK and SHANE WILLIAMS,
22 I caused to be mailed a letter to the Labor Workforce Development Agency of the State of California
23 ("LWDA"), copied to Defendant AMC stating an intention to seek recovery under the Labor Code
24 Private Attorney General Act, Labor Code § 2698 et seq., civil penalties based on the claims herein
25 settled/ The LWDA responded and did not assume the prosecution.

26 13. On January 30, 2013, Plaintiffs WILLIAM LOYD HELMICK and SHANE WILLIAMS
27 filed a "Complaint for Violation of California Labor Code, California Industrial Welfare Commission
28

1 Orders, and California Unfair Competition Law” in the Superior Court of California, County of
2 Alameda, thereby initiating civil action No. RG13665373 in this Court.

3 14. On September 11, 2014, Plaintiffs WILLIAM LOYD HELMICK, SHANE WILLIAMS,
4 MATTHEW A. POORE, and TIMOTHY J. ALLISON filed the currently operative “Revised Second
5 Amended Complaint for Violation of California Labor Code, California Industrial Welfare
6 Commission Orders, and California Unfair Competition Law” in such civil action. It alleges class or
7 representative claims based on AMC’s : 1) failure to provide meal and rest breaks (“M&RB”) (§§26-
8 30), 2) failure to pay for off-the-clock work (§§31-35), 3) failure to provide overtime compensation
9 for overtime hours worked, 4) failure to provide itemized pay statements and maintain records (§§41-
10 44), 5) violation of the Unfair Competition Law (Business and Professions Code §§17200, et seq.),
11 based on the foregoing unlawful conduct (§§45-49), and 6) for PAGA penalties (§§ 50-55). It also
12 contains the claim for retaliation (§§ 56-60) that the Court ruled was not a class claim but a claim of
13 Plaintiffs Helmick and Williams.

14 15. By November 24, 2015 Order, the Court granted Plaintiffs’ contested class certification
15 motion and certified a class defined as “former or current Flight Crew, also known as Medical Crew,
16 Medical Flight Crew, and including Flight Nurses, Flight Paramedics, Base Supervisors, Clinical Base
17 Supervisors, and Medical Base Supervisors (collectively ‘Flight Crew’), whom AMC employed in
18 California at any time on or after January 30, 2009 until the date of notice to the class that a class has
19 been certified.” The Court further certified the PAGA claims but acknowledged that PAGA claims
20 need not satisfy class action requirements.

21 16. Class notice was sent on January 14, 2016, followed by supplemental mailings later that
22 year to additional class members.

23 17. Note on Relationship Between Proposed Settlement Class and class certified under
24 November 24, 2015 Order: Flight Crew hired after class notice was sent on January 14, 2016 are not
25 class members under the Court’s November 24, 2015 Order The proposed Settlement Class (“Class”)
26 includes Flight Crew represented under the November 24, 2015 Order and those subsequently hired
27 to June 29, 2020. All are afforded the opportunity to opt out of the settlement as elaborated below.
28

18. In the course of serial pre-trial summary adjudication motions and cross-motions, Plaintiffs obtained the dismissal of many of AMC's myriad defenses. These include fourteen affirmative defenses on which the Court granted summary adjudication in Plaintiffs' favor on March 2, 2017;² two additional defenses which the Court summarily adjudicated in Plaintiffs' favor on November 29, 2017;³ and an additional affirmative defense which was summarily adjudicated in Plaintiffs' favor on January 12, 2018.⁴ Among these determinations were the questions of first impression whether the Airline Deregulation Act pre-empted California M&RB protections for Medical Flight Crew and whether the federal enclave doctrine applied to AMC's base at the 29 Palms military installation. Following a stipulated special hearing procedure and extensive submissions, Plaintiffs also prevailed on a question of first impression that the daily overtime exemption under Wage Order 9-2001, § 3(K) did not apply to Flight Crew. *See* Decision, entered August 23, 2017. On a motion for judgment on the pleadings, Plaintiffs also prevailed on a question of first impression that Proposition 11, Labor Code § 880, et seq. did not proscribe Flight Crew's M&RB rights and was unconstitutional to the extent it purported to apply retroactively. *See* Order, entered January 29, 2019.

19. 2018 Partial Settlement: On February 14, 2018, the Court granted preliminary approval

² (1) Third Affirmative Defense of Failure to Exhaust Internal Remedies (Answer at 2:1-60); (2) Fourth Affirmative Defense of Failure to Exhaust Contractual Dispute Resolution Procedures (id. at 2:7-11); (3) Fifth Affirmative Defense for Reasonable Care (id. at 2:12-18); (4) Sixth Affirmative Defense based on Res Judicata and Collateral Estoppel (id. at 2:19-25); (5) Seventh Affirmative Defense based on Waiver and Estoppel (id. at 2:26-3:4); (6) Eighth Affirmative Defense of Laches (id. at 3:5-8); (7) Ninth Affirmative Defense of Failure to Mitigate (id. at 3:9-13); (8) Eleventh Affirmative Defense of Exempt Status [under Wage Order 5, § 3(J), 29 C.F.R. §785.22 and/or the Railway Labor Act (29 U.S.C. § 213(b)(3))] (id. at 3:20-4:7); (9) Twelfth Affirmative Defense of Unclean Hands, Negligence, Misconduct (id. at 4:8-22); (10) Fourteenth Affirmative Defense based on the Primary Jurisdiction Doctrine (id. at 5:9-14); (11) Seventeenth Affirmative Defense of No Equitable Relief (id. at 6:1-7); (12) Eighteenth Affirmative Defense that Representative Claims Violate Defendant's Rights (id. at 6:8-21); (13) Nineteenth Affirmative Defense of Consent (id. at 6:22-7:4); and (14) Twenty-Fourth Affirmative Defense of Defendant's Immediate Corrective Action (id. at 7:26-8:3).

³ AMC's Twenty-First Affirmative Defense, Preemption under the Federal Aviation Act (49 U.S.C. § 40101 *et seq.*), the Airline Deregulation Act (49 U.S.C. § 41713) and/or the Federal Aviation Administration Authorization Act (49 U.S.C. 14501) and AMC's Twenty-Fifth Affirmative Defense based on Federal Enclave with respect to AMC's 29 Palms location *See* Answer at 7:10-15, 7:26-8:3.

⁴ AMC's Twenty-Second Affirmative Defense based on Release. *See* Answer at 7:16-20.

1 and, on June 1, 2018, the Court granted final approval, without class member objection, of a partial
2 settlement of the claims in this Action, leaving unresolved the following “Reserved Claims” as defined
3 as follows in paragraph 54 of the approval partial settlement agreement: “Reserved Claims. ‘Reserved
4 Claims’ are claims asserted in the Complaint but that are expressly excluded from the Partial
5 Settlement and from the Release set forth in Exhibit “C” hereto. Such claims are for: 1) failure to pay
6 overtime pay and interest related thereto); 2) premium pay for failure to provide meal periods and
7 interest related thereto; 3) premium pay for failure to provide rest periods and interest related thereto;
8 4) PAGA penalties in connection with failure to pay overtime, failure to provide meal periods or failure
9 to provide rest periods; 5) the retaliation claims asserted by Plaintiffs Helmick and Williams; and any
10 relief related thereto.” Paragraph 73 of the partial settlement agreement that the Court approved states,
11 “Defendant agrees that Plaintiffs’ counsel are entitled to reasonable fees, costs (statutory and non-
12 statutory), and expenses relating to all claims settled herein in an amount to be determined by the Court
13 and to be paid by Defendant. Defendant further agrees that the Class Representatives are entitled to
14 reasonable Service Awards in amounts to be determined by the Court and to be paid by Defendant.”
15 The partial settlement further provided that the application for such awards could be (and has been)
16 deferred to when application is made for such awards in conjunction with the resolution of the
17 Reserved Claims. AMC paid \$4,273,845.63 to partial settlement class members Crew, in addition to
18 costs of settlement administration and Defendant’s portion of withholdings, contributions, deductions,
19 taxes, fees and any other amounts due to government agencies and/or tax authorities in relation to any
20 payments.

21 20. The average class member payout was over \$12,000. The partial settlement also included
22 a permanent injunction against retaliation against those settlement class members, a protection carried
23 forward into the instant Settlement and extended to additional Flight Crew.

24 21. Pursuant to the Stipulation and Order Concerning Non-Certification of Settled Claims,
25 entered December 13, 2018, the class was decertified insofar as claims of the nature of those settled
26 under the partial settlement that arose after the partial class settlement release date of February 14,
27 2018, leaving only the Reserved Claims under the partial settlement and the individual retaliation
28

1 claims of Plaintiffs Helmick and Williams as the claims pled in the Complaint.

2 22. Trial of Reserved Claims: During July 8-23, 2019, the parties proceeded to trial on the
3 claims reserved under the partial settlement for overtime, meal/rest break violations, and related
4 PAGA penalties. Plaintiffs' expert David Breshears and defense expert Robert Crandall testified to
5 class damages and PAGA penalty exposure based on AMC's voluminous, though incomplete and
6 sometimes chaotically produced, time and pay records.

7 23. Plaintiffs tried the case on the basis that Flight Crew hired after January 14, 2016, who did
8 not fall within the class definition, like class members, could recover overtime and premium wages
9 under Labor Code § 558 by virtue of Plaintiffs' sixth claim in the operative Revised Second Amended
10 Complaint, a non-class, representative claim under PAGA. After the trial, the California Supreme
11 Court decided *ZB, N.A. v. Superior Court* (2019) 8 Cal. 5th 175, in which it held that Labor Code §
12 558 no longer could be employed by private PAGA plaintiffs as a vehicle to recover back wages. In
13 post-trial briefing, Plaintiffs consequently modified their damage model to exclude recovery of back
14 wages and interest by non-class members, i.e. those Flight Crew, like Christopher R. Lyons and
15 Amelia G. Vielguth, plaintiffs in the Lyons Action (*see infra*), whom AMC hired since January 14,
16 2016 and employed in California, while maintaining the claims for PAGA penalties for those non-
17 class members.

18 24. The parties have now completed post-trial submissions, and are awaiting entry of a
19 finalized statement of decision and judgment. The Court filed a tentative statement of decision, to
20 which both sides objected, and which awaits the Court's finalization, delayed by COVID-19, with
21 entry of judgment to follow.

22 25. Settlement of Retaliation Claims: Although reserved for trial after the class claims, in
23 September 2019, Plaintiffs William Loyd Helmick and Shane Williams and AMC entered into
24 individual settlement agreements of their retaliation claims under the seventh cause of action of the
25 Complaint. AMC's payments to those Plaintiffs pursuant to said individual settlement agreements
26 have been paid. These agreements further provided that "... Defendant shall: allow
27 [Helmick's/Williams'] attorneys in this Action to make an application for reasonable attorneys' fees
28

1 and costs/expenses associated with the prosecution of [Helmick's/Williams'] retaliation cause of
2 action in the Second Amended Complaint. This application shall be made as part of any application
3 for fees and costs/expenses on the remaining claims in the lawsuit ...”

4 26. Lyons v. Air Methods Corporation, a Sequel to the Helmick Action to Recover Unpaid
5 Wages to those Not Belonging to the certified Helmick Class: On February 5, 2020, Christopher R.
6 Lyons and Amelia G. Vielguth, former California AMC Flight Crew members hired since January 14,
7 2016, filed in the Alameda County Superior Court the Lyons Action against AMC. The operative
8 Complaint, a copy of which is attached hereto as Exhibit F to the Settlement Agreement (Exhibit 1
9 hereto), alleges the putative class as follows: “[a]ll persons who, having been hired by AMC since
10 January 14, 2016, performed services or perform services in California as a Flight Paramedic or Flight
11 Nurse and all persons, regardless of when hired by AMC, who performed such services at any time
12 after entry of judgment in the Helmick Action until such time as there is a final disposition of this
13 lawsuit.” The Complaint in the Lyons Action alleges putative class claims for overtime, meal/rest
14 break violations, and derivative claims under the Unfair Competition Law, Business and Professions
15 Code § 17200, et seq., claims for waiting time penalties under Labor Code § 203 and claims for
16 improperly itemized pay statements under Labor Code § 226. The putative class claims alleged in the
17 Lyons Action therefore include the overtime and premium wage claims for the non-class members in
18 the Helmick Action, which were excluded by virtue of the *ZB, N.A.* decision. However, the Complaint
19 in the Lyons Action alleges in paragraph 13 that “...Plaintiffs do not seek recovery barred by the
20 Federal Enclave doctrine associated with the Fort Hunter Liggett base” and in paragraph 14 that the
21 claims for waiting time penalties postdate the February 14, 2018 release date of the partial settlement
22 and the claims for penalties for itemized pay statement violations are subject to the statute of
23 limitations. As in this Action, AMC has answered by denying liability and asserting affirmative
24 defenses.

25 27. On March 9, 2020, AMC filed a Notice of Removal of the Lyons Action to the U.S. District
26 Court, Northern District of California, where it has been assigned to the Honorable Phyllis J. Hamilton
27 and has been assigned case no. 4:20-cv-01700-PJH. The Lyons Plaintiffs’ motion to remand, filed
28

1 April 8, 2020, has been fully briefed and awaits decision. Upon AMC's performance of this
2 Settlement, the Settlement provides for that action's dismissal.

3 **D. THE PROPOSED SETTLEMENT IS THE PRODUCT OF NON-COLLUSIVE,**
4 **ARM'S LENGTH, AND INFORMED NEGOTIATIONS.**

5 28. Starting before the filing of this legal action and continuing throughout, I have informally
6 communicated with well over a hundred Class Members concerning the claims at issue in the
7 settlement. On March 4, 2015, on behalf of Plaintiffs, I filed in support of Plaintiffs' certification
8 motion over seventy then putative class member declarations addressing these claims after conducting
9 individual interviews with each declarant, with many of whom I have continued in communication.
10 (Plaintiffs' motion also included the declaration of a forensic expert who, in conjunction with my staff,
11 analyzed time records produced by AMC in discovery concerning these claims.) This has provided
12 pertinent information concerning AMC's operations that informed Plaintiffs' decision to settle.

13 29. Extensive Discovery: Discovery has been extensive, clear from the extensive discovery
14 motion practice. AMC served 908 written discovery requests; Plaintiffs by contrast served 293. AMC
15 has produced over a quarter million documents, which sum to 124 gigabytes, estimated to be between
16 1,919,148-20,558,084 pages based on published averages for the type of files produced. Over sixty
17 persons have been deposed, mostly noticed by AMC, consisting of Class Members, AMC
18 management, and AMC's PMK representatives; 524 deposition exhibits were marked.

19 30. Pertinent to the settled claims, AMC's production has included what it has described as:
20 a) time and pay records in paper and electronic formats, b) electronic records of when computerized
21 post-dispatch reports occurred, c) job history records concerning when and where Flight Crew were
22 employed in electronic format, d) C.A.D. dispatch records in electronic format, e) serial versions
23 during the Class Period of AMC guidelines, handbooks, and manuals, and f) numerous emails, and
24 many other documents. In some cases, the documents have been incomplete and delayed in
25 production, even when ordered by the Court.

26 31. Plaintiffs engaged a well-respected and experienced expert, forensic CPA David Breshears,
27 to assist in analyzing the settled claims. Mr. Breshears ultimately testified at trial and submitted
28 detailed damage calculations for Flight Crew who worked in California since January 30, 2009,

1 informed by documents AMC produced in discovery. Mr. Breshears' analysis made reasonable
2 extrapolations where data was missing or to be carried forward into the future. The Court's tentative
3 decision largely approved Mr. Breshears' analysis. Mr. Breshears' analysis informed Plaintiffs'
4 assessment of AMC's exposure in entering into the Settlement. Additionally, in conjunction with
5 removing the Lyons case to the U.S. District Court, Northern District of California, and in opposing
6 the Lyons Plaintiffs' motion to remand, AMC and its damage expert Robert Crandall, who had testified
7 at trial, made damage estimates for the claims asserted therein, which also informed Plaintiffs'
8 assessment of AMC's exposure in entering into this Settlement.

9 32. Settlement resulted only after the preparation of detailed mediation statements, and an
10 extensive, arms-length settlement negotiations during remote mediation sessions on May 12, 2020,
11 June 23, 2020, and June 25, 2020 under the supervision of experienced wage and hour mediator Mark
12 Rudy. The May 12th mediation, moreover, was preceded by two days of constructive, direct
13 communications between AMC's CEO and General Counsel and Class Counsel, on April 24, 2020
14 and May 1, 2020, which, at AMC's instigation, were not attended by defense counsel, but to which he
15 gave his written consent. These mediation sessions followed earlier mediation sessions before Mark
16 Rudy. The first was a full day mediation in March 11, 2015 and the second was a full day mediation
17 on January 8, 2018 that extended over fourteen hours to almost midnight and yielded the 2018 partial
18 settlement, but not a resolution of the claims now to be settled. Between all these mediation sessions,
19 Plaintiffs have engaged in extensive discussions with Mr. Rudy, who has been nothing less than highly
20 dedicated in supporting the mediation process. As with the 2015 and 2018 mediation, the 2020
21 mediation sessions were preceded by Plaintiffs' submission of extensive letter briefs, including
22 extensive and increasingly refined damage estimates to identify better a range of settlement figures for
23 the claims, based on Class Period, the size of the class, and the nature of the allegations. In the
24 mediation briefs and during intervening communications with Mr. Rudy, Plaintiffs responded to Mr.
25 Rudy's requests for facts and legal authority on various points raised by Defendant. The mediation
26 briefs for the 2015, 2018, and 2020 mediation sessions entailed extensive legal research and
27 aggregating dozens of pages of analysis.

1 33. The mediation communications further assisted the parties in assessing the strengths and
2 weaknesses of the class claims and defenses, as well as the parties' respective litigation risks with
3 regard to proving liability and damages. As an example, after the May 12, 2020 mediation session,
4 AMC produced on a confidential basis financial information for review limited to Class Counsel and
5 the forensic CPA whom we retained for that purpose in order to assess collection risk. The documents
6 reviewed and AMC's representation of their accuracy is referred to in paragraph 21 of the Settlement
7 Agreement.

8 34. After the May 12, 2020 mediation session, the parties then continued arms-length
9 negotiations concerning the details of the settlement, re-working their approaches to the settlement
10 and the details of the Settlement Agreement because of competing concerns on both sides. Mr. Rudy
11 had ongoing involvement in that process. Difficulties arose to the point that Mr. Rudy conducted
12 further remote sessions with both sides on June 23rd and 25th. The product of these negotiations is the
13 proposed Settlement Agreement, which was achieved through non-collusive, arms-length
14 negotiations.

15 **E. PLAINTIFFS HAVE ENGAGED IN A REASONABLE RISK ASSESSMENT IN**
16 **EVALUATING THE SETTLEMENT.**

17 35. In reaching the Settlement, we weighed the value of the proposed Settlement against the
18 risks of maintaining or, in the case of the Lyons Action, obtaining class certification, proving damages,
19 and appeals. The Settlement represents a compromise based on a careful consideration of the risks of
20 litigation. The Settlement exchanges the possibility of a lesser or delayed recovery to the Class for the
21 certainty of Class payments starting shortly after Final Approval (assuming an Objector's appeal does
22 not delay matters). In assessing the risks to the Class, due consideration was given to the following
23 risks or arguments by Defendant, among others. In identifying any risk, I am not suggesting that
24 Defendant should prevail.

25 36. AMC has denied liability, asserting both legal and factual grounds for defending this
26 Action on the merits, as well as disputing the amount of class damages. It vigorously opposed
27 certification. Only after years of hard-fought litigation did it enter into the partial settlement that the
28 Court approved in June 2018. It forced Plaintiffs to go to trial on all remaining claims and has stated

1 its intent to appeal the resulting judgment, sequels to its two unsuccessful writ petitions before trial.

2 37. In my opinion, the following are among the risk factors that I and my co-counsel, since
3 Schneider Wallace's March 2017 association assumed in prosecuting this case and that bear
4 consideration. Insofar as relating to claims that were not settled in 2018, the risks described below
5 continue to pose risks of appellate reversal.

6 38. *Risk of Gross Difference in Litigation Resources.* As elaborated in Plaintiffs' motion to
7 compel AMC to produce financial records in response to Plaintiffs' CCP § 1987 notice, filed May 6,
8 2019 (of which this Court's judicial notice is requested), AMC in the five years before it went private
9 in a \$2.5 billion sale in 2017 showed annual pre-tax net income in the preceding five years of SEC
10 10(K) filings of over \$150 million, except in one year in which AMC disclosed over \$100 million.⁵
11 By contrast, the four named Plaintiffs showed that their income and assets were collectively so limited
12 that the Court (Hon. Wynne Carvill) decided that he could not order Plaintiffs to shoulder the cost of
13 a discovery referee and could not order one unless AMC agreed to assume the cost, which it would
14 not do. *See* Order – Motion to Quash Granted, entered January 7, 2015, ¶ 7.

15 39. Nor has AMC been shy in deploying in this case its superior financial resources as reflected
16 by defense expert Robert Crandall's testimony at trial that AMC had paid his firm, Resolution
17 Economics, over \$1 million in this case just for work through May 2019.

18 40. Also reflecting the relative difference in resources are the number of attorneys involved in
19 each side's representation. AMC has identified in filings or discovery responses no less than twenty-
20 seven attorneys working on this case and numerous paralegals. By contrast, until Schneider Wallace's
21 March 2017 association, I was the only attorney representing the Plaintiffs and the class, of which
22 circumstance AMC's counsel stated an intention to take advantage. Thus, the Declaration of Angel
23 Figueroa, filed on March 4, 2015, ¶ 19, in support of Plaintiffs' certification motion, states:

24 Individual Settlements: In 2014, an attorney representing AMC approached me to sign a
25 settlement agreement under which I would receive payment for travel to trainings in
26 excess of my regular commute only if I gave up my right to recover in this legal action.

27 ⁵*See* Declaration of James M. Sitkin in Support of Plaintiffs' Motion to Compel Document
28 Production Responsive to Plaintiffs' CCP § 1987 Notice, filed May 6, 2019, ¶¶ 3-5.

1 His name was Jordan Ferguson. The attorney told me that the Company recognized it
2 was liable for not paying for travel time. But it didn't pay me what it admitted it owed
3 me. It made the offered payment conditional on my giving up any right to share in the
4 recovery in this lawsuit including on other claims. **Mr. Ferguson also told me that his
law firm had hundreds of attorneys and that they would "bury" Mr. Sitkin the
attorney who was representing the Plaintiffs so that I should take the settlement.**
5 (emphasis added)

6 41. Schneider Wallace, following its March 2017 association, contributed substantial attorney
7 and support staff to the staffing of this case. With their helpful addition, still the relative staffing and
8 resources between the two sides has been markedly imbalanced.

9 42. *Risk Associated with Class Certification and Whether Terminal Date to Belong to Class*
10 *Cuts off Recovery.* AMC in this Action unsuccessfully argued against certification on numerous
11 grounds, including how the merits would be decided, damages quantified, and the class composition.
12 AMC also has argued that the Court's Order, entered November 24, 2015, defining class membership
13 as ending with class notice, initially sent on January 14, 2016, served as an end of the class period for
14 recovery and also cut off further accrual of interest. Additionally, there has been no certification of
15 a class in the Lyons Action.

16 43. *Risk of Wage Order 9-2001, § 3(K)'s Application to Overtime Claims, a Question of First*
17 *Impression.* No state or federal court, as far as I am aware, has previously decided that Flight Crew
18 fall are outside the class of employees potentially subject to § 3(K)'s overtime exemption. Although
19 Plaintiffs prevailed before this Court in showing that the exemption did not apply, AMC repeatedly
20 has stated its intention to appeal this decision, and unsuccessfully sought writ review, which was
21 summarily denied. In that effort it was joined by an amicus curiae of a trade association of air medical
22 transporters.

23 44. *Risk of Establishing Work Day Based on Shift Schedule Bearing on Daily Overtime*
24 *Recovery.* AMC argued that it used a calendar work day for flight duty shifts. To support this
25 argument, AMC relied on earlier editions of its Employee Handbook, which referred to a Monday -
26 Saturday work week under certain circumstances. Plaintiffs argued that the work day for flight duty
27 shifts follows the flight duty shift schedule. This risk carries with it an eight-figure difference in the
28

1 class recovery as defense expert Robert Crandall sought to describe at the trial. Under the Court's
2 tentative decision, Plaintiffs prevailed on this issue.

3 45. *Risk of ADA's Application to Meal and Rest Period Claims, a Question of First Impression.*
4 No state or federal court, as far as I am aware, has previously decided that Flight Crew M&RB rights
5 are not subject to preemption under the Airline Deregulation Act. When the Action was commenced,
6 the majority of district courts had held that, under the analogous FAAAA, M&RB rights under
7 California law of those involved in ground transport of property *were* preempted, though the Ninth
8 Circuit and California appellate authority had not ruled on the issue. *See Dilts v. Penske Logistics,*
9 *LLC*, 769 F.3d 637, 641 at fn. 1 (9th Cir. 2014) (identifying district court cases finding and denying
10 preemption of meal and rest break protections). Even after the Ninth Circuit's ruling in *Dilts*, AMC
11 has argued that preemption should be applied due to industry specific requirements of helicopter EMS.
12 Nevertheless, Plaintiffs obtained a summary adjudication by Order, entered November 29, 2017, that
13 this defense did not apply to Plaintiffs' M&RB claims.

14 46. *Risk of AMC Argument that It Provided Meal and Rest Breaks.* AMC has argued that what
15 constitutes a compliant M&RB is industry specific such that it may impose location restrictions and
16 the duty to be ready to respond to dispatches on Flight Crew during flight duty shifts while complying
17 with its meal and rest period obligations.

18 47. *Risk of Proposition 11's Application to Flight Crew Meal and Rest Period Claims, a*
19 *Question of First Impression.* No state or federal court, as far as I am aware, has decided whether
20 Proposition 11, enacted as Labor Code §§ 880-90, applies to Flight Crew, which Plaintiffs
21 demonstrated it was not intended to do. Moreover, with potential application to emergency ambulance
22 workers, a far larger group than Flight Crew, Plaintiffs prevailed in arguing Proposition 11's
23 unconstitutionality insofar as it purports to apply retroactivity.

24 48. *Risk of Recovery of Pre-Judgment Interest on Premium Wages for Missed Meal and Rest*
25 *Breaks.* AMC argued that pre-judgment interest did not attach to unpaid premium wages for missed
26 meal or rest breaks. Nevertheless, the Court in its tentative decision awarded 7% pre-judgment
27 interest.
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1 49. *Risk of Release Affirmative Defense Based on Class Members Who Entered Into Individual*
2 *Settlement Agreements in 2014 Not Entitled to Anything.* AMC reported that about 55 Class Members,
3 composing about a quarter of the class certified under the November 24, 2015 Order, executed in 2014
4 *Pick-Up Stix* individual settlement agreements that AMC argued extinguished their entitlement to
5 recover anything further in this action. Although many published appellate decisions on their
6 circumstances uphold the effectiveness of *Pick-Up Stix* settlements to release class claims, as noted,
7 Plaintiffs prevailed on their summary adjudication motion directed to AMC's release defense based
8 on the 2014 individual settlement agreements. *See* Order, entered January 12, 2018. Plaintiffs,
9 however, still face the risk of reversal on appeal, which could result in the earlier settling Class
10 Members being barred from any recovery of the claims that were tried in July 2019. AMC has argued
11 that its 2014 payments of back travel pay fully paid back travel pay, which appears to be the only
12 claim that AMC's management informally acknowledged created liability.

13 50. *Risk of Federal Enclave Doctrine Affirmative Defense to Claims of Flight Crew at 29*
14 *Palms and Fort Hunter Liggett Military Bases, a Question of First Impression.* AMC argued that the
15 federal enclave doctrine extinguished claims of Flight Crew at its bases within the military installations
16 at 29 Palms and Fort Hunter Liggett. No state or federal court, as far as I am aware, has decided the
17 application of the federal enclave doctrine to AMC's bases within these military bases. In fact, I am
18 unaware of any case at any time involving the issue of whether there ever was a federal enclave at the
19 29 Palms base. The Court summarily adjudicated, by Order entered November 29, 2017, that AMC's
20 Federal Enclave Doctrine defense does not apply to its 29 Palms base. However, the applicability of
21 the federal enclave doctrine to AMC's Fort Hunter Liggett base was tried at the July 2019 trial and the
22 Court's tentative decision, to which Plaintiff have registered extensive objections on this point, held
23 that the defense applied to the Fort Hunter Liggett base.

24 51. *Risk Based of Lack of Clarity of PAGA Penalty Methodology Under California Supreme*
25 *Court Jurisprudence and Court's Discretion to Reduce PAGA Penalties.* AMC has raised the
26 following arguments to reduce the PAGA award on which the California Supreme Court, as far as I
27 am aware, has not definitively ruled: a) no stacking of PAGA penalties, i.e. only one PAGA penalty
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1 is recoverable in a pay period, b) the subsequent PAGA penalty rate cannot apply without a preceding
2 citation by the California Labor Commissioner or court ruling and that notice shy of those events does
3 not suffice. On the latter point, the parties offered conflicting U.S. district court authorities. The
4 Court's tentative decision was to condition application of the subsequent rate on its August 23, 2017
5 decision dismissing AMC's § 3(K) defense and to reject AMC's stacking argument.

6 52. Additionally, AMC disputed that on the facts of this case it received notice that the legality
7 of its practices was challenged and that evidence of notice before the PAGA recovery period could
8 not be considered, even if a citation by the Labor Commissioner or a court ruling were not required.
9 It also has argued that the August 23, 2017 decision, dismissing AMC's § 3(K) defense, and the
10 summary adjudication order, entered November 29, 2017, dismissing AMC's ADA preemption
11 defense, were not determinations of liability, just rulings on defenses, such that any requirement for a
12 Labor Commissioner citation or court ruling before the subsequent rate can be applied still has not
13 been met.

14 53. AMC also argued a good faith defense (discussed in greater detail below) and that an award
15 of PAGA penalties would be "unjust, arbitrary and oppressive, and confiscatory" under Labor Code §
16 2699(e). Based on these grounds, AMC argued for the virtual elimination of any liability for PAGA
17 penalties and invoked the modest awards in cases that Plaintiffs argued presented distinguishable
18 circumstances. The Court to date has not communicated how it intends to decide the issue of
19 discretionary reduction.

20 54. *Risks Involving Whether AMC Had Notice of Off the Clock Work ("OTCW")*. Before the
21 settlement of the straight wage component of the OTCW claims, AMC had denied liability and argued
22 for decertification of these claims on that basis that it did not have notice of OTCW.

23 55. *Risks involving quantification of Claims for Overtime or Related Penalties Based on*
24 *OTCW damages and that violations would be found to be de minimis*: The 2018 partial settlement
25 released the claims for the straight wage component of the OTCW claims, while preserving any
26 overtime claims related to OTCW. At trial, in the context of awarding PAGA penalties, Plaintiffs
27 contended that the existence of OTCW time not counted toward overtime weighed against a reduction
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1 of penalties. In making that argument, Plaintiffs faced the following AMC arguments that OTCW did
2 not occur

3 a. Regarding recovery for shift transition duties, AMC was expected to argue that the
4 performance of those duties took far less than Plaintiffs claimed and point to variability in Class
5 Member deposition testimony concerning how much before the scheduled start of shifts the Class
6 Member typically showed up. AMC also was expected to argue that showing up early did not equate
7 to performing work. AMC also was expected to argue that the post-suit changes it instituted,
8 culminating in Flight Crew now being permitted to report up to ten minutes before and ten minutes
9 after the scheduled twenty-four hours (and be paid at overtime rates for the ten minutes after) resolved
10 this OTCW issue.

11 b. Regarding preceptor duties, i.e. mentoring orientees, AMC was expected to argue that
12 before it ceased paying preceptor pay of 1.5 hours per shift, Flight Crew were overcompensated for
13 any time worked outside flight duty shift. AMC also was expected to argue these duties could be
14 performed during flight duty shifts for which time Flight Crew were paid.

15 c. Regarding on-line trainings, AMC was expected to argue that they could all be
16 performed during flight duty shifts for which time Flight Crew already are paid and that periodic
17 computerized reports of Flight Crew's completion during non-work hours of on-line modules do not
18 serve as notice of OTCW.

19 d. Regarding in-person trainings, AMC was expected to argue that its payment primarily
20 based on attendance sheets that Flight Crew signed was sufficient.

21 e. Regarding unpaid travel time, AMC was expected to argue that since its mid 2013
22 announced change of travel policy it has had a fully compliant travel policy and has not been on notice
23 of any unpaid travel time it was required to compensate. Regarding travel before its mid-2013 change
24 of policy, AMC, as noted, was expected to argue that its 2014 payments pursuant to the individual
25 settlement agreements more than fully compensated the Class Members such that even if the Court is
26 correct in concluding the agreements violated Labor Code § 206.5, the earlier settling Class Members
27 have no damages. Although Plaintiffs have disputed that Resolution Economics ("RESCON"),
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1 defense expert Robert Crandall's company, captured all travel, AMC was expected to point to
2 RESCON's reliance on most recent hourly rates rather than potentially lower hourly rates in place at
3 the time of the travel and its not making a commute deduction in calculating back travel pay though it
4 assumed the travel was between the Class Member's home and the work location alternative to the
5 Class Member's regular home base. AMC was also expected to argue that RESCON's reliance on
6 Google Maps, 2014 edition, to estimate travel time may have resulted in greater travel time estimates
7 than if it had used the Google Maps version in effect when the travel occurred.

8 f. AMC was expected to argue that any OTCW recovery was *de minimis* and could not
9 support a recovery even under *Troester v. Starbucks Corporation* (2018) 5 Cal.5th 829 because some
10 time was not recurrent or predictable. It has asserted the *de minimis* doctrine as an Affirmative
11 Defense.

12 56. *Risk that a failure to pay premium wages cannot support a recovery of waiting time*
13 *penalties under Labor Code §203 or a recovery of penalties for improperly itemized pay statements*
14 *under Labor Code § 226.* Although the 2018 settlement for purposes of the Helmick Action resolved
15 the claims for statutory penalties under Labor Code § 203 and § 226, the Lyons lawsuit re-asserted
16 such claims for the period after the partial settlement's February 14, 2018 release date, subject to the
17 applicable statute of limitations. AMC was expected to rely on *Ling v. P.F. Chang's China Bistro,*
18 *Inc.* (2016) 245 Cal. App. 4th 1242, 1261 for the proposition that failure to pay premium wages for
19 missed meal and rest periods will not support a Labor Code § 203 waiting time penalty because
20 premium wages are not compensation. Similarly, AMC was expected to argue that Labor Code § 226
21 penalties for improperly itemized pay statements similarly were unavailable because there was no
22 failure to report wages in failing to report missed meal and rest periods. *See Naranjo v. Spectrum Sec.*
23 *Servs., Inc.* (2019) 40 Cal. App. 5th 444, 474, *as modified on denial of reh'g* (Oct. 10, 2019) in which
24 the Court of Appeal indeed held that premium wages for failure to provide meal or rest periods were
25 not the type of wages that could support waiting time penalties under Labor Code § 203 or statutory
26 penalties under Labor Code § 226 for improperly itemized pay statements.

27 57. *Risk that Flight Crew terminated since January 30, 2009 filing of Helmick Action not*
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1 *entitled to Waiting Time Penalties.* Labor Code § 203 in pertinent part states, "... the employee shall
2 continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is
3 commenced ..." AMC was expected to argue that the filing of the Helmick Action cut off the ability
4 to recover waiting time penalties, which claims the 2018 partial settlement resolved through its
5 February 14, 2018 release date and which claims thereafter have been asserted in the Lyons Action.
6 *See Sillah v. Command Int'l Sec. Servs.* (N.D. Cal. 2015) 154 F. Supp. 3d 891, 918.

7 58. *Risk that there was no actual injury upon which to predicate an award of penalties or*
8 *actual damages under Labor Code § 226 for improperly itemized pay statements.* Although the 2018
9 partial settlement resolved the claims for improperly itemized pay statements in the Helmick Action,
10 the Lyons Plaintiffs have re-asserted such claims based on AMC's failure to pay overtime and pay
11 premium wages after the partial settlement's February 14, 2018 release date, subject to the one-year
12 statute of limitations. AMC was expected to argue that even under the 2013 amendments to §226,
13 injury is only presumed and that the employees can correct any errors in their itemized pay statements
14 based on simple re-calculations.

15 59. *Risk in how to determine daily wage for purposes of waiting time penalties.* The most
16 favorable position for Plaintiffs is that each day for purposes of waiting time penalties was twenty-
17 four hours, up to the maximum of thirty days per terminated employee. As above noted, the Lyons
18 Complaint alleges waiting time penalty claims arising after the February 14, 2018 release date of the
19 2018 partial settlement. For those waiting time penalty claims, AMC was expected to argue in light of
20 flight duty shifts' spanning two calendar days that full waiting time penalties equated at most to half
21 that amount, i.e. the equivalent of fifteen 24-hour shifts. AMC was expected to argue that non-flight
22 duty shifts of shorter duration also had to be considered in quantifying waiting time penalties and that
23 overtime should not be considered.

24 60. *Risk that any violation was not willful, knowing, or intentional such that AMC has a good*
25 *faith defense.* As above noted, the Lyons Complaint alleges waiting time penalty claims arising after
26 the February 14, 2018 release date of the 2018 partial settlement. For those waiting time penalty
27 claims, AMC was expected to argue that it acted in good faith as a defense to those claims, penalties
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1 for improperly itemized pay statements (Labor Code § 226(f)), and related civil penalties recoverable
2 under PAGA. *Baker v. American Horticulture Supply, Inc.* (2010) 186 Cal.App.4th 1059, 1076 (2010)
3 (discussing good faith defense); *Barnhill v. Robert Saunders & Co.* (1981) 125 Cal.App.3d 1, 7.
4 Insofar as the PAGA penalties relating to the M&RB and overtime claims, AMC did argue a good
5 faith defense. It argued that it had a good faith belief that Flight Crew qualified for the exemption
6 under Wage Order 9-2001, § 3(K) because this Court's decision that they did not was one of first
7 impression. AMC also argued that it had a good faith belief that California M&RB law was
8 preempted, particularly as before the Ninth Circuit's decision in *Dilts v. Penske* case, as above noted,
9 most district court decision had found preemption in applying the analogous FAAAA. Even after the
10 *Dilts* decision, AMC argued that helicopter air medical transport is distinguishable from the cases that
11 deny preemption under the FAAAA.

12 61. *Risk of Gaps, Errors, and Impairment of Electronic Access Relating to AMC's Records.*
13 The gaps, errors, and impairment of electronic access relating to AMC's time and pay records created
14 risks when it came to quantifying both the claims that were settled and those that were tried. It also
15 created risks that, despite AMC's culpability (*see* Plaintiffs' Motion in Limine no. 9, filed July 8,
16 2019), the difficulties with these records would result in decertification based on a manageability
17 challenge.

18 62. *Risks concerning injunctive relief against retaliation:* Except for the 2018 settlement,
19 AMC was expected to argue that the permanent injunction against retaliation against Class Members
20 for participation in this action cannot be supported by the existing class claims or was unnecessary.
21 Plaintiffs also faced the risk that the Court would find unnecessary entering the further injunctive relief
22 obtained at trial or that monetary recovery sufficed.

23 63. *Risks concerning work rule changes:* AMC was expected to argue that Plaintiffs' requested
24 permanent injunctive relief was unnecessary as Plaintiffs' legal remedies were sufficient and that its
25 unlimited duration was improper as AMC still held out for a reversal of the Court's dismissal of its
26 defenses or a subsequent change of law. Plaintiffs also perceived a significant risk that AMC would
27 respond to a decree requiring it to pay daily overtime by sharply reducing Flight Crew hourly rates, so
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as to diminish any financial impact, a response that AMC has agreed to forego as elaborated below.

64. *Collection Risk.* In entering into the Settlement and in light of its size, Plaintiffs have considered collection risk and in that respect Class Counsel, aided by a forensic CPA engaged for that purpose, on a confidential basis has reviewed current financial information of AMC that, as the Settlement Agreement recites, AMC represents is accurate. Although collection risk cannot be eliminated, Plaintiffs have taken steps to have the Settlement structured to reduce it.

65. *Other Risks.* As noted, the above is not intended to describe all risks that Plaintiffs faced. Thus, there were risks posed by other AMC affirmative defenses, on which Plaintiffs prevailed by summary adjudication motion: exhaustion of internal remedies (AD 3), exhaustion of dispute resolution procedures (AD 4), waiver and estoppel (AD 7), failure to mitigate (AD 9), and unclean hands and negligence (AD 12). Plaintiffs also faced risks based on AMC's constitutional challenges.

66. All AMC's above-identified arguments are vulnerable to counter-arguments. Although Plaintiffs believe that they would ultimately prove liability on a class basis, which would be upheld on appeal, Class Counsel recognized that a fact finder or the court of appeal could find for AMC on one or more of these issues. Indeed, continued litigation, including appeal, would be costly, time consuming, and without a guaranteed in outcome. Such efforts would take a substantial time, entail risks, and potential delays. By contrast, the settlement ensures timely relief and substantial recovery of wages that Plaintiffs contend are owed to the Class Members. As such, the Settlement falls within the range of reasonableness.

F. PLAINTIFFS HAVE ADEQUATELY EVALUATED AMC'S DAMAGE EXPOSURE

67. I am informed and believe that the following analysis estimates AMC's exposure, viewed as of the June 29, 2020 proposed end of the settlement class period, on the claims sought to be released under the proposed Settlement. This exposure analysis does not take into account risk factors that were addressed above and that were considered in settling the claims. Plaintiffs undertook alternative exposure analyses, which took into account Defendant's arguments. So, in describing an exposure analysis below based on Defendant's arguments, Plaintiffs are not agreeing to those arguments, but instead analyzing their impact.

68. In arriving at the Settlement, Plaintiffs, aided by their damage trial expert David Breshears, have reasonably estimated AMC's exposure for the claims to be settled under four scenarios, distinguished by whether the Court, consistent with its tentative decision, a) upheld AMC's federal enclave doctrine defense as it was applied to the Fort Hunter Liggett base⁶ and b) concluded that the subsequent PAGA penalty rate could not apply to the overtime claims until the Court's August 23, 2017 decision dismissing the § 3(K) defense. For those hired after January 14, 2016, who do not belong to the class certified in this case, Plaintiffs also relied on AMC's removal papers and showing in opposition to the pending remand motion in the Lyons Action, in which Plaintiffs challenged whether AMC had carried its burden to show an amount-in-controversy sufficient to support CAFA jurisdiction, the basis of the removal. AMC purported to include Ultipro time and pay records and AMC's identification Flight Crew based in California who were hired during January 14, 2016-February 14, 2020, i.e. those who by definition were not Helmick class members (*see* Exhibit A to the Settlement Agreement). Under the scenario closest to the Court's tentative decision, Plaintiffs quantified AMC's exposure to the Class, separate payments to Class Counsel and Plaintiffs, as follows:

Helmick v. Air Methods Corporation / Lyons v. Air Method Corporation
Summary of Potential Damages, Interest, Penalties and PAGA Penalties

Scenario #1: Overtime Premiums, Meal and Rest Period Premium Wages, Interest (@10% for OT and 7% for Meal and Rest), and PAGA Penalties (Initial Rate in First Pay Period, then Subsequent Rate after August 23, 2017 decision/November 29, 2017 Order; FHL Excluded	
	Total for Helmick and Lyons Matters "FHL Excluded" (8.78% discount)
Summary by Category:	
Wages: Overtime	\$36,215,674
Wages: Meal Premiums	\$3,538,785
Wages: Rest Premiums	\$3,713,645

⁶ The Lyons Complaint does not seek recovery for work at the FHL base.

	\$43,468,105
Interest: Overtime	\$18,275,849
Interest: Meal Premiums	\$1,301,124
Interest: Rest Premiums	\$1,354,865
	\$20,931,838
Inaccurate Wage Statements	\$259,764
Waiting Time Penalties [1]	\$3,803,301
PAGA Penalties	\$16,925,564
Total Penalties	\$20,988,629
Total Through 4/24/20	\$85,388,572
Per Day After 4/24/20	\$29,513
Number of Days after 4/24/20 to 6/29/20	66
Additional Amount Due	\$2,132,283
Grand Total	\$87,520,855
[1]Note: Helmick Class Members Waiting Time Penalties Post 2/14/18.	

G. SUMMARY OF PROPOSED SETTLEMENT AND RESULTS OBTAINED

69. The following description of the Settlement Agreement is by way of summary and not intended to supersede the actual, controlling provisions of the Settlement Agreement.

70. Under the terms of the Settlement Agreement, AMC will pay \$78,000,000, in addition to the \$4,273,845,63 AMC paid to Class Members and the LWDA under the partial settlement in 2018, along with accrued interest, to the Settlement Class Members, the LWDA, Class Counsel, the Named Plaintiffs/Class Representatives in this Action, and the Lyons Plaintiffs (“Gross Settlement Amount”).⁷ Settlement Agreement at ¶ 44. In addition, AMC will pay the employer’s share of payroll taxes on any wage payment and, Class Administration Costs up to \$25,000. Settlement Agreement ¶ 25.⁸ The entire amount of the Settlement Fund will be disbursed pursuant to the terms of the Settlement

⁷The Settlement Agreement provides for an upward adjustment in the event AMC has omitted to disclose in Settlement Agreement, Ex. A/A-1 Class Members hired during January 14, 2016-February 14, 2020 who were not disclosed in the 2018 partial settlement. Settlement Agreement ¶ 74(d).

⁸Beyond \$25,000, class administration is paid from the Gross Settlement Amount, except if resulting from AMC’s early payments’ resulting in more than three distributions, the cost of which AMC

1 Agreement, and none of it will revert to AMC. Settlement Agreement at ¶ 81.

2 Key additional terms of the Settlement Agreement are:

- 3 • Settlement Class (¶ 22): The parties agree to certification of a proposed settlement class
4 defined as “all former or current Flight Crew, also known as Medical Crew, Medical Flight
5 Crew, and including Flight Nurses (of all levels including but not limited to, Float Nurses),
6 Flight Paramedics (of all levels including, but not limited to, Float Paramedics), Base
7 Supervisors, Clinical Base Supervisors, Medical Base Supervisors, Clinical Base Leads,
8 Clinical Base Educators, and Clinical Leads (collectively "Flight Crew"), whom AMC
9 employed in California at any time on or after January 30, 2009 until June 29, 2020. This
10 Settlement Class consists of those persons within the class certified in the Helmick Action by
11 Order, entered November 24, 2015, the partial settlement class for which the Court granted
12 final approval on June 1, 2018, those persons whom Named Plaintiffs have claimed in the
13 Action that they should be permitted to represent pursuant to PAGA during the Class Period,
14 and those persons within the putative class alleged in the Lyons Action.”
- 15 • Direct Payments to Class Members / No Claim Forms (¶ 81): Class Members who do not opt
16 out of the Settlement will not need to submit claims to obtain their settlement check. Rather,
17 settlement checks will be automatically sent to all class members for whom a valid address can
18 be located either through Defendant’s personnel records, and/or the Class Administrator
19 address verification efforts, including through the USPS National Change of Address (NCOA)
20 database.
- 21 • Released Claims (Ex. C): The class release applies to “all class and PAGA claims during the
22 Class Period now pleaded or that could be pleaded based on the facts alleged in the Complaint
23 in the Helmick Action or in the Lyons Action for: 1) failure to pay overtime pay and interest
24 related thereto); 2) premium pay for failure to provide meal periods and interest related thereto;
25 3) premium pay for failure to provide rest periods and interest related thereto; 4) failure to
26 provide itemized wage statements; 5) failure to pay all wages at the time of termination; 6) off
27 the clock work; 7) failure to maintain adequate payroll records; 8) PAGA penalties in
28 connection with any of the foregoing; and 9) any relief related thereto or any claims now
pleaded or that could be pleaded based on the facts alleged in the Lyons Complaint in the
Lyons Action. This release extends to claims for violations, including, but not limited to, of
the following statutes and regulations: California Labor Code Sections: 201, 203, 204, 225.5,
226, 226.3, 226.7, 432.5, 510, 512, 558, 1174; California Business & Professions Code Section
17200 et seq.; Wage Order 9-2001 of the California Industrial Welfare Commission, 8 Cal.
Regs. 11090, ¶¶s 3, 7(B), 11, and 12, and comparable paragraphs of other applicable Wage
Orders, to the extent such claims were pleaded or could have been pleaded based on the facts
alleged in the Complaint in the Helmick Action or the complaint in the Lyons Action. Included
in this Release are any claims for fees and costs by Class Counsel arising out of the Helmick
Action, the Lyons Action, the 2018 Partial Settlement Agreement. or the resolution of Plaintiffs
Helmick and Williams’ retaliation claims previously released.”
- LWDA Payment (¶ 47): \$100,000,000 plus accruing interest shall be allocated for payment to
the LWDA as part of the \$1,333,333 settlement of Plaintiff’s claims under the Private Attorney
General Act of 2004 (“PAGA”), California Labor Code section 2699 *et seq.*, which has been

assumes. Settlement Agreement ¶ 90.

served this Motion.

- Reimbursement to Class Counsel for Costs/Expenses (§ 84, 91): Up to \$850,000, on Court approval will be reimbursed to Class Counsel for their out-of-pocket costs and expenses. The 2018 partial settlement agreement (§ 72) already provided for Class Counsel to be reimbursed in the future for costs/expenses relating to those settlement claims.
- Class Counsel Fees (§ 81): Up to 1/3 of the value of the relief obtained, including both monetary and injunctive. However, less half the permitted maximum, Plaintiffs propose an award of \$27,424,615.21 for Class Counsel fees plus accruing interest, calculated as 1/3 of the \$78 million plus the \$4,273,845.63 already paid under the 2018 partial settlement agreement (§ 72) where AMC committed to pay later fee awards.
- Payments to Named Plaintiffs and Lyons Plaintiffs as Service Awards and for Mutual General Releases (§ 81): \$110,000 to the Named Plaintiffs and the Lyons Plaintiffs as service awards and for mutual general releases with AMC. The 2018 partial settlement (§ 72) already provided for service awards for those settled claims. Please refer to the accompanying declarations of each of the four Plaintiffs for further support for these service awards.
- Allocation of Net Settlement Amount to Be Paid to Eligible Class Members (§ 81): The estimated \$48,615,384.79 remaining after the preceding payments shall be apportioned as follows, with accrued interest apportioned to Eligible Class Members per their settlement shares. AMC will contribute an added amount for any newly identified Class Member that AMC should have included in Exhibit A/A-1 who was not already identified in the 2018 partial settlement. Each Eligible Class Member (i.e. one who does not opt out) will be assigned a "Settlement Proportion" consisting of their total W-2 income from AMC while holding a Settlement Class position since 2009 as a proportion of such W-2 Income for all Settlement Class Members. Each such Class Member's Settlement Proportion will subject to further adjustments where applicable, including (1) a downward adjustment for those who also held (in a given year) another position, such as on promotion to a manager position; (2) weighting W-2 Income by calendar years by applying the following multipliers: 1.0 (2020), 1.1 (2019), 1.2 (2018), 1.3 (2017), 1.4 (2016), 1.5 (2015), 1.6 (2014), 1.7 (2013), 1.8 (2012), 1.9 (2011), 2.0 (2010), 2.1 (2009). (3) W-2 Income for Class Members who were first hired for a Class position after January 14, 2016 and therefore are not part of the class certified under the November 24, 2015 Order will be multiplied by 0.9. (4) Flight Crew home based at Fort Hunter Liggett will have their W-2 Income multiplied by 0.2. (5) a 10% downward adjustment for those who executed in 2014 an individual settlement agreement of the claims in this action and negotiated a corresponding settlement check. Notwithstanding the foregoing, each Eligible Class Member who has worked at least one flight duty shift in California during the Class Period shall receive no less than one hundred (\$100) for each calendar year in which they worked in a Settlement Class Member position since 2009 up to a maximum total of three hundred dollars (\$300). The exact formula is set forth in the Settlement Agreement as well as the proposed class notice; *see proposed* Notice to Class, Exhibit B to Settlement Agreement.
- Right to Challenge AMC's Records (§ 74(e)). Class Members will have the opportunity, should they disagree with AMC's records bearing on their individual settlement calculations to challenge those records except insofar as W-2 Income and status as having entered into an individual settlement were finally determined in the 2018 partial settlement. If a dispute arises, the Class Administrator will consult with the Parties to determine whether an

adjustment is warranted. The Class Administrator shall determine the eligibility for, and the amounts of, any individual settlement payments under the terms of this Agreement. The Class Administrator's determination of the eligibility for and amount of any individual settlement payment shall be binding upon the Settlement Class Member and the Parties.

- Timing of Installment Payments/Distributions and Interest (§ 84): The Settlement provides for AMC's payment in three installments. The first installment is due seven days after entry of a Final Approval Order and includes no less than \$40 million of the \$78 million AMC must pay. The second installment shall be the earlier of October 1, 2021 or one year after the first installment is due. The third installment shall be the earlier of either the one year anniversary of the first installment March 1, 2022. The second and third installments, absent early payment, each includes no less than \$19 million of the \$78 million AMC must pay. Interest accrues at seven (7.0%) percent on the unpaid balance after the first installment unless AMC defaults, in which case interest for the entire period over which it accrues is assessed at ten (10%) percent. The deadline for the third installment payment will be extended to the earlier of December 2, 2022 or nine months after the third installment is otherwise due if, prior to March 1, 2022, Defendant's credit facility be extended, replaced or refinanced for a minimum period of one year. AMC may make early payments. Thus, AMC may elect to avoid interest accrual by early payment in amounts no less than \$5 million or the amount owed for the next installment. After each payment, the Class Administrator will distribute the Gross Settlement Amount according to the relative proportions of the \$78 million, described above, except that costs/expenses approved for reimbursement to Class Counsel will be paid in their entirety from the next distribution. The first payment will be five days after the Effective Date of the Final Approval Order, i.e. when non-appealable and subsequent payments five days after AMC's deposit. Distributions to Eligible Class Members will follow each of the three installment payments.
- Tax Allocation (§ 82): The Settlement provides that settlement payments will be allocated as follows: Eighty Percent (80%) shall be treated as wages, and Twenty Percent (20%) shall be treated as penalties and interest. Employer payroll taxes, contributions, and fees shall be exclusive of the settlement payment and paid by AMC. The Class Notice directs Class Members to their own tax advisors.
- Notice of Proposed Settlement (Ex. B, §§ 71, 73): The Class Notice sets forth in plain terms, a statement of case, the terms of Settlement, an explanation of how the settlement allocations are calculated, each class member's estimated payment and key information on which the calculation was based, which AMC is ordered to provide and verify by declaration, along with last known contact information. See proposed Class Notice, Exhibit B to Settlement Agreement. Class members will be notified by first class mail of the settlement. CPT Group, the nominated and experienced Class Administrator who, as above noted, administered the 2018 partial settlement, will undertake its best efforts to ensure that the notice is provided to the current addresses of class members, including checking the last known contact list that AMC will provide against the USPS National Change of Address database before the mailing and skip tracing of any notice returned as undeliverable, and re-mailing the notice to updated addresses.
- Right to Object (Ex. B, § 74 (a), (b)). The Class Notice advises Class Members that they have a right to submit objections within 45 days of the mailing of the class notice. Class Members also have a right to appear at the Final Approval/Fairness Hearing in order to have their

1 objections heard by the Court.

- 2 • Right to Opt Out (§ 74 (c)). The Class Notice advises Class Members that they have 45 days
3 to exclude themselves from the Settlement. Any Class Member who requests to be excluded
4 from the Settlement Class will not be entitled to any recovery under the Settlement and will
5 not be bound by the terms of the Settlement or have any right to object, appeal or comment
6 thereon.
- 7 • Permanent Injunction Against Retaliation, Continuing Jurisdiction in this Court to Enforce
8 Settlement (§ 100)). The Court shall enter a permanent injunction barring Defendant from
9 retaliating against Class Members for participating in this Action, settlement, opting out of
10 the settlement or objecting to the settlement. The Agreement anticipates the Court's ongoing
11 exercise of jurisdiction to enforce the Settlement.
- 12 • Permanent Injunction Effecting Work Rule Changes (§ 101): The Court shall enter a
13 permanent injunction and retain jurisdiction for its enforcement to effect the following:
 - 14 a) AMC will provide meal and rest periods and pay premium wages for missed
15 meal and rest periods as defined by California law. This is without prejudice to AMC's
16 entry into on-duty meal period agreements or obtaining relief from the DLSE insofar
17 as meal or rest period obligations, and without prejudice to whatever legal challenge,
18 if any, that might be brought against such agreements or application for relief. The
19 payment of meal period or rest period premium for a meal period that is not provided
20 or a rest period that is not permitted or authorized, shall not be deemed a violation of
21 the injunction.
 - 22 b) AMC will calculate the regular rate of pay for overtime purposes to include
23 bonuses and stipends as required by California law. This permanent injunctive relief
24 as to this subpart 'b' will become null and void during such period that Flight Crew are
25 unionized and Defendant qualifies for the exemption under Wage Order 9-2001, § 1(E)
26 (2001).
 - 27 c) AMC will treat all Flight Crew work as eligible for daily overtime under
28 California law. All Flight Crew work hours of which AMC has notice will be counted
to determine whether daily overtime will be paid and AMC will not rely on Wage Order
9-2001, § 3(K) to classify Flight Crew as exempt from daily overtime. The permanent
injunctive relief as to this subparagraph 'c' will become null and void during such
period that Flight Crew are unionized and Defendant qualifies for the exemption under
Wage Order 9-2001, § 1(E) (2001).
 - d) AMC will not reduce the base hourly pay of a Class Member below that
currently paid insofar as he or she continues to occupy the position of a Flight Crew
member employed by Defendant in California. Newly hired California Flight
Paramedics and California Flight Nurses will have a base hourly pay no less than the
lowest base hourly pay of, respectively, California Flight Paramedics and California
Flight Nurses as of May 12, 2020. Separately, the minimum base hourly rate for
California Flight Paramedics or California Flight Nurses, in the permanent injunction
as to this subparagraph (d), may be correspondingly reduced to the extent the lowest
base hourly rate of pay paid to Flight Paramedics or Flight Nurses become more than
5% greater than the average hourly rate of pay paid to, respectively, Flight Paramedics
or Flight Nurses California market as set forth in a report published by Mercer. Flight

1 Nurse and Flight Paramedic pay shall be separately assessed for purposes of this
2 adjustment to the minimum base hourly pay.

3 e) AMC will maintain time and pay records in accordance with California law that
4 accurately state daily and weekly overtime hours worked; applicable overtime rates;
5 when meal periods were taken by Flight Crew; any premium wages paid to Flight Crew
6 for missed meal or rest periods; and the rate of premium wage payments. AMC
promptly shall produce such records, in accordance with California law, to Flight Crew
or their representative on request without charge. Such records shall be retained for no
less than four years.

7 f) AMC will provide Flight Crew with itemized pay statements in accordance with
8 California law that accurately state overtime hours worked, applicable overtime rates,
9 the number of hours of meal and rest period premium pay paid, the hourly rate of
10 premium wage payments and meal and rest period premium wages paid for Flight
11 Crew. AMC shall retain for no less than four years copies of its itemized pay statements
for Flight Crew and shall promptly produce such records to Flight Crew or their
representative on request without charge.

12 71. The Injunctive Relief's Value: The Settlement therefore not only provides for AMC's non-
13 reversionary payment of \$78 million but also includes injunctive relief of even greater value by
14 requiring AMC henceforth to pay overtime and provide M&RB or in their absence pay premium wages
15 under California law. This includes the Fort Hunter Liggett base, despite the Court's tentative
16 decision's upholding the federal enclave doctrine defense, such that work there will be treated the
17 same as work at the other bases.

18 72. Indeed, the injunctive relief imposes obligations on AMC that exceed what the law requires
19 and are a major financial boon for Flight Crew. As described above, the Settlement prohibits AMC
20 from reducing Flight Crew hourly rates, except in the unlikely event the lowest hourly rate exceeds by
21 five or more percent the average Flight Crew pay in the Mercer labor market report. Consequently,
22 AMC is denied the expedient of adjusting downward the hourly rate of pay to negate the financial
23 benefit of this injunctive relief. This protects straight time compensation and overtime and premium
24 wages. So, for the typical flight duty shift without a recognized interrupted sleep period where AMC
25 now pays twenty-four straight hours but no overtime or premium wages, under the Settlement, for the
26 same shift spanning two days (e.g. 7 a.m. to 7 a.m.) AMC will pay the equivalent of forty hours, i.e.
27 two hours for overtime above eight through twelve hours, twelve hours for overtimes above twelve to
28 twenty-four hours, and two premium wage hours for a two thirds increase in compensation ([40-

24]/24)!

73. Extrapolating AMC's \$43,468,105 overtime and premium wage liability for the 11.45-year recovery period (January 30, 2009-June 29, 2020) (*see* ¶ 68 above) supports the monetary value of this injunctive relief. At this rate, the \$78 million is doubled in approximately 20.54 years ($\$78,000,000/\$43,468,105 \times 11.45$ years). Actually, the doubling occurs more quickly for two reasons. First, I am informed and believe my class members' reporting that AMC currently has eighteen (18) bases in California at which it employs Flight Crew members. However, AMC historically operated about twelve (12) bases during the recovery period. *See* Plaintiffs' Trial Exhibit 239, i.e. Trial Stipulations, ¶ 6, authenticating AMC 251921 as base history, which document is on the external drive delivered to the Court. In that eighteen bases can be expected to generate 1 ½ time as much overtime and premium wages given the same shift schedules (18/12), it follows that the value of the injunctive relief exceeds \$78 million in two thirds the time, all other factors held equal. This translates to the value of the injunctive relief surpassing \$78 million not in 20.54 years, as calculated above, but in 13.69 years ($2/3 \times 20.54$ years). But not all factors are equal because Flight Crew hourly pay has risen since the January 2009 inception of the recovery period such that resulting overtime and premium wages must be higher. Based on a general familiarity with AMC's payroll records, I therefore estimate that the value of the injunctive relief will exceed \$78,000,000 within less than the length of time of the recovery period, i.e. within under 11.45 years in the future.

74. To this point my calculations have measured the value of the injunctive relief against the entire \$78,000,000 AMC will pay (ignoring interest). If instead the value of the injunctive relief is measured against that part of the Settlement proposed to be distributed among the Eligible Class Members, i.e. \$48,615,384.79 (Settlement Agreement ¶ 81), then the period before the value of the injunctive relief exceeds the payment to the Class is shortened by 37.68 % ($1.0 - \$48,615,384.79/\$78,000,000$). Even before adjusting for the increase in base hourly rates, the value of the injunctive relief surpasses the payment to Eligible Class Members in 8.53 years ($13.69 \text{ years} \times [1-.3768]$), i.e. less than the length of the recovery period.

75. As a permanent injunction over which this Court retains jurisdiction, its value keeps

1 building to the benefit of the Settlement Class and Flight Crew hired in the future such that it may
2 ultimately exceed AMC's exposure as calculated above.

3 76. Add to the permanent injunctive relief the value of the other work rule changes that have
4 followed this lawsuit and of which I believe this lawsuit was a catalyst (which AMC disputes). First,
5 effective July 2013, AMC began paying for travel time in excess of regular commute. According to
6 defense expert Robert Crandall's calculations set forth in the sixth column of the spreadsheet forming
7 deposition exhibit 329 to his June 5, 2017 deposition (to be found on the external drive submitted to
8 the Court for trial), Mr. Crandall calculated that Flight Crew were not paid \$393,196.78, including
9 overtime, for travel time to trainings in excess of their regular commutes during January 2009 to the
10 July 2013 change of policy. Averaged over this 4.42-year period, this translates to an annual loss to
11 Flight Crew of \$88,958.55. With the increase of Flight Crew rates of pay and increase of employed
12 Flight Crew, I estimate that the increase of Flight Crew compensation by virtue of this change is policy
13 after AMC was sued for not paying travel time is even higher.

14 77. Second, after being sued for OTCW, including related overtime, involving shift transition
15 duties jointly performed between incoming and outgoing Flight Crew teams, as former Regional
16 Clinical Director Ben Miller testified at trial, AMC ultimately instituted a new policy under which
17 Flight Crew may report up to ten minutes before and ten minutes after their scheduled 24-hour flight
18 duty shift, and the ten minutes after the shift are paid at overtime rates. This, too is different from the
19 statistics to which Plaintiffs' expert David Breshears testified at trial for the pre-suit period when,
20 barring a late dispatch, well over 90% of Flight Crew only reported their scheduled 24-hour shift.

21 78. Those entering into individual settlements in 2014, for which Plaintiffs obtained an Order,
22 entered January 12, 2018, invalidating the release of class claims, also received about \$357,614.89 for
23 which AMC was unable to claim a credit at trial.

24 **H. LIKELY DURATION AND EXPENSE OF FURTHER PROCEEDINGS IF**
25 **SETTLEMENT WERE NOT APPROVED.**

26 79. Plaintiffs estimate the out-of-pocket expense of further litigation, including appeals, of the
27 settled claims, with the result to be obtained unknown, would exceed \$35,000.

28 80. An appeal in this case appears to be a virtual certainty. The duration of the appeal is

1 uncertain. It could range from months to years, including whether AMC's petition for review to the
2 California Supreme Court would be accepted. Plaintiffs expect that any payment of a judgment based
3 on the claims proposed to be settled would be delayed during the pendency of the appeal.
4 Consequently, barring approval of the settlement, payment of the settled claims to the Class could be
5 delayed by years.

6 **I. FEE AND SERVICE AWARDS**

7 81. Supplementing the fee-shifting statutes applicable to the settled claims (e.g. Labor Code
8 §§ 1194 and 2699(g), Code of Civil Procedure § 1021.5, etc.), AMC entered into two settlement
9 agreements providing for recovery of fee or service awards. First, the 2018 partial settlement
10 agreement (¶ 73), of which the Court's Order, entered June 1, 2018, gave final approval states:

11 Class Counsel Attorney Fees and Costs / Named Plaintiff Service Awards. Notwithstanding any
12 other provision herein, the Net Settlement Fund does not include Plaintiffs' or Class Counsel's
13 attorney fees, costs, and expenses nor does it include any Named Plaintiff's Service Awards. These
14 awards are to be paid in amounts approved by the Court in addition to what is paid to the Settlement
15 Class. Defendant agrees that Plaintiffs' counsel are entitled to reasonable fees, costs (statutory
16 and non-statutory), and expenses relating to all claims settled herein in an amount to be determined
17 by the Court and to be paid by Defendant. Defendant further agrees that the Class Representatives
18 are entitled to reasonable Service Awards in amounts to be determined by the Court and to be paid
19 by Defendant. Named Plaintiffs and Class Counsel reserve their right to make an application to
20 the Court for such amounts pursuant to applicable law. Defendant reserves its right to challenge
21 the amounts requested in such application, but not Class Counsels' or Plaintiffs' entitlement to
22 make the application or to the awards in amounts approved by the Court. Class Counsel and
23 Plaintiffs may defer application for such awards until application for awards on the unsettled
24 claims. The procedure for payment of such awards shall involve direct payment by Defendant to
25 Class Counsel and to the Named Plaintiffs by delivery of checks to Class Counsel's offices within
seven (7) days of the receipt of Court's order of such award. Alternatively, at Defendant's expense
and as requested by Class Counsel, Defendant may pay any award to Class Counsel be by wire
transfer into such financial institution accounts as Class Counsel direct within ten (10) days of the
receipt of the Court's order of such award. The payment of any award to Class Counsel shall be
allocated between the firms serving as Class Counsel as Class Counsel jointly direct Defendant's
Counsel. Otherwise the payment shall be by joint check payable to all firms acting as Class
Counsel. Defendant and Defendant's Counsel shall treat Class Counsel's financial institution and
tax identification information as confidential under the stipulated Protective Order entered in this
proceeding and shall not disclose or use it for any purpose unrelated to payment of any award to
Class Counsel and tax reporting regarding same.

26 82. Second, subsequent to the July 2019 trial, AMC executed with Plaintiffs Helmick and
27 Williams agreements that settled their retaliation claims. Both agreements (¶ 1) contain the following
28

1 language (with Mr. Williams' named substituted for Mr. Helmick's in Mr. Williams' agreement):

2 Consideration To Helmick. In exchange for Helmick's promises and obligations set forth herein,
3 Defendant shall: ... b) allow Helmick's attorneys in the Action to make an application for
4 reasonable attorneys' fees and costs/expenses associated with the prosecution of Helmick's
5 retaliation cause of action in the Second Amended Complaint. This application shall be made as
6 part of any application for fees and costs/expenses on the remaining claims in the lawsuit or after
any final award order or judgment made by the Court relating to the remaining claims in the Action,
but cannot be made prior to any application for fees/costs/expenses on the remaining claims in the
Action.

7 83. The Settlement Agreement (§ 81) also provides that Class Counsel are entitled to an award
8 of up to one third the value of the monetary and other relief under the Settlement. Class Counsel,
9 nevertheless, are requesting an award that, when the reasonable value of the injunctive relief is
10 considered is less than one sixth the value of the relief obtained. Plaintiffs are requesting an award of
11 \$27,424,615.21 calculated by taking 1/3 of the \$4,273,845,63 already paid to Eligible Class Members
12 in the 2018 partial settlement plus the \$78,000,000 required to be paid under this Settlement, plus
13 interest AMC may pay thereon. I have conferred with my-counsel and can report that between the
14 two firms in excess of 15,000 hours have been spent litigating this matter with many more hours
15 anticipated in shepherding this Settlement to conclusion and overseeing its implementation. Although
16 Plaintiffs will offer more exact figures and computations on their motion for an award of class counsel
17 fees concurrent with their motion for final approval, the requested fee award will result in a multiplier
18 in the range of 2.0, which is well within a permissible range in light of the risks assumed and results
19 obtained.

20 84. The Settlement Agreement (§ 94) also provides for reimbursement to Class Counsel of
21 reasonable costs (statutory and non-statutory) and expenses. I also have consulted with my co-counsel
22 concerning their out-of-pocket costs. Both my Schneider Wallace and my firm have billings we are
23 awaiting but estimate currently outstanding costs and expenses incurred of around or over \$800,000
24 with more to come. Plaintiffs as part of their fee motion to be heard concurrently with their final
25 approval motion will provide a detailed break-down of their out of pocket costs and expenses for Court
26 approval. The Settlement Agreement also provides that Plaintiffs may bring supplemental applications
27 for cost/expense awards. To the extent the aggregate of the award(s) that the Court approves does not
28

1 reach the \$850,000 cap, the money would be available to be distributed to Eligible Class Members.

2 85. Service Awards to Class Representatives: As noted, both the 2018 partial settlement and
3 the Settlement Agreement now before the Court provide for service awards to the Plaintiffs in this
4 Action, who have served as Class Representatives. Over seven years have passed since the legal action
5 began. Over that time, the Class Representatives have dedicated a substantial amount of time and
6 been of substantial assistance to the prosecution of this case and in support of the Class' claims. As
7 elaborated in their accompanying declarations, this has included the following:

- 8 a. Preparing for and participating in depositions for more than a day.
- 9 b. Responding to ongoing communications about the case from other Class Members,
10 who, consistent with my experience of this Class, have displayed an unusually high degree of interest
11 in the ongoing proceedings compared to other wage and hour class actions in which I have been
12 engaged.
- 13 c. Assistance in preparation of hundreds of pages of discovery responses.
- 14 d. Review of and comment on major filings by both sides.
- 15 e. The laborious task of reconstruction of their work time from hundreds of pages of AMC
16 records for purpose of presentation at the trial of the OTCW claims, had they not been resolved by the
17 partial settlement, as well as related extensive back and forth communications with counsel. Although
18 the extent of this task varied based on the number of years of AMC employment during the class
19 recovery period, in the case of each Plaintiff this involved years of reconstruction.
- 20 f. Ongoing consultations about settlement, including review and comment on
21 submissions for mediation, evaluation of settlement proposals, and other communications with
22 Mediator Mark Rudy.
- 23 g. Travel to and attending mediation sessions, in person at least for some mediation
24 sessions, though none lived in the Bay Area.
- 25 h. In the case of Plaintiff Helmick, days of assisting me in my conducting research in
26 Sacramento into legislative record archives.
- 27 i. Preparing to testify at trial (in Mr. Helmick's case actually testifying during the week
28

1 he attended the trial).

2 86. All Plaintiffs have exhibited a strong commitment to the interests of the Class and keeping
3 informed of developments in the case. Although my practice has been to inform promptly the Class
4 Representatives of significant events, I have received many dozen contacts initiated by a Class
5 Representative checking on case status, including, for example, contacts precipitated by Mr. Helmick's
6 independently tracking filings through DomainWeb, including briefs and CMC-related filings. There
7 have been extensive back and forth communications between Plaintiffs and my office, both in writing
8 and on the phone. There have been well over a hundred calls I have had with one or another of the
9 Plaintiffs. These Class Representatives have been responsible, diligent and attentive in terms of
10 keeping themselves apprised of developments and many of the complicated issues that arose in this
11 prolonged litigation.

12 87. I have no doubt that each of the Class Representatives has spent in the hundreds of hours
13 in case-related activities that have been of assistance to the Class' claims. The Class Representatives,
14 in my opinion, have earned the requested service awards. I believe that without the service of the
15 Class Representatives, no action would have been taken by Class Members individually, such that
16 Plaintiffs are responsible for a settlement that will benefit the other Class Members. During this
17 litigation, no Flight Crew Member to my knowledge has instituted an individual lawsuit against AMC
18 asserting the claims raised in this legal action.

19 **J. DEPOSIT OF FUNDS WITH STATE COMPTROLLER AND PAYMENT OF**
20 **RESIDUE TO CY PRES BENEFICIARY**

21 88. The Settlement Agreement (§ 82(f)) provides that uncashed settlement payments and
22 payments to Class Members who cannot be located will be delivered to the State Comptroller. Any
23 residue would not revert to AMC, but be paid to a *cy pres beneficiary* whom several Class
24 Representatives nominated: The Code Green Campaign, P.O. Box 15365, Spokane, Washington
25 99215, as a *cy pres beneficiary*. Class Counsel have no relationship to this organization. The following
26 excerpt from its website (<https://codegreencampaign.org/>) provides its mission as correlated to the
27 well-being of the Settlement Class:
28

1 *About The Code Green Campaign®*

2 The Code Green Campaign® is a first responder oriented mental health advocacy and education
3 organization. Also known as Code Green, we serve all types of first responders. This includes
4 firefighters, EMTs, paramedics, dispatchers, police, corrections, air medical, and search &
5 rescue. Our name is a combination of the color for mental health awareness (green) and the “code
6 alerts” used in emergency services. If someone is having a stroke or heart attack first responders will
7 call a “code stroke” or “code STEMI”. The idea is that Code Green is calling a code alert on the
8 mental health of first responders.
9

10 *Our Mission*

11 Bring awareness to the high rates of mental health issues in first responders and reduce
12 them. Eliminate the stigma that prevents people from admitting these issues and asking for
13 help. Educate first responders on self care and peer care and advocate for systemic change in how
14 mental health issues are addressed by first responder agencies.

15 *Our Goals*

16 Our main goals as an organization are to improve mental wellness for first responders also to reduce
17 barriers to accessing mental health care. We have multiple smaller goals that we focus on as part of
18 fulfilling our larger organizational goals. Some of our more focused goals include:

- 19 • Reducing the stigma around talking about mental health issues.
- 20 • Providing education about the signs and symptoms of the mental health issues that first
21 responders experience.
- 22 • Increasing access to culturally competent mental health resources.
- 23 • Reducing financial barriers to care.
- 24 • Reducing unnecessary organizational and operational stressors.
- 25 • Suicide prevention and postvention.

26 *Our History*

27 In March of 2014 one of our founders experienced the suicide death of a co-worker. In the days after
28 she realized many of the first responders she knew had also lost friends and co-workers to suicide. A
small group began discussing the stigma first responders face and what they could do about it. Code
Green’s founders agreed that if there is one thing that first responders like to do it is tell stories. They
felt that if first responders had an outlet to tell their stories anonymously that might reduce the
stigma. This storytelling project evolved into The Code Green Campaign®.

In April of 2014 the Code Green Campaign® was granted nonprofit status in their home state of
Washington. This was our first step towards becoming a federal 501(c)(3) organization. In
December of 2014 the IRS approved Code Green’s application for federal non-profit status.

The response to Code Green was overwhelming. It quickly became apparent that there was an unmet
need in the first responder community. Since 2014 Code Green has expanded its services based on
the needs of the first responder community.

1
2 *Our Accomplishments:*

- 3
- 4 • Distributed over 150,000 mental health resource cards to providers.
 - 5 • Collected over 700 stories to raise awareness and remind providers that no one is suffering alone.
 - 6 • Educated tens of thousands first responders about mental health, resilience, and what mental health resources are available.
 - 7 • We have a semi-regular column on EMS1, the largest EMS related news website.
 - 8 • Increased reporting of public safety suicides by 100%, leading to a better understanding of the core issue
 - 9 • Created a first-of-its-kind database of first responder oriented mental health resources.
 - 10 • Provide peer support and crisis referral for hundreds of providers.
 - 11 • Provide financial assistance to first responders who need help paying for mental health care.
 - 12 • Presented mental health education at numerous conferences, education events, and agencies.

13 **K. CONCLUSION**

14 89. Based on my independent investigation and evaluation, consultation with the Named
15 Plaintiffs and co-counsel, and taking into account the views of the experienced mediator Mark Rudy,
16 I am of the opinion that the Settlement Agreement, in the form that Plaintiffs have proposed, is fair,
17 reasonable, and adequate, and in the best interests of the Class Members in light of all known facts
18 and circumstances. I have assessed the risks and inherent delays that would be faced if the litigation
19 continued. It is my professional opinion, as an experienced wage and hour class action litigator, that
20 those risks and delays are potentially substantial, and, in light thereof, the proposed Settlement is fair,
21 reasonable, and adequate.

22 I declare under penalty of perjury that the above and foregoing is true and correct and that this
23 declaration was executed in Oakland, California on June 26, 2020.

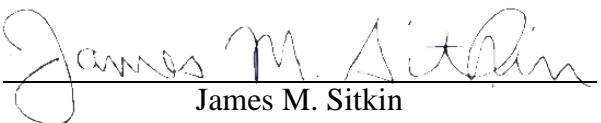
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James M. Sitkin

EXHIBIT 1
to Declaration of James M. Sitkin
[Settlement Agreement and Exhibits]

JAMES M. SITKIN, SBN 107650
LAW OFFICES OF JAMES M. SITKIN
One Kaiser Plaza, Suite 505
Oakland, CA 94612
Telephone: (415) 318-1048
Facsimile: (415)-362-3268
jsitkin@sitkinlegal.com

Attorney for Plaintiffs WILLIAM LOYD HELMICK,
SHANE WILLIAMS, MATTHEW A. POORE, and
TIMOTHY J. ALLISON, and the CERTIFIED CLASS

Additional Class Counsel Listed on Following Page

LONNIE D. GIAMELA, SBN 228435
CHRISTOPHER M. AHEARN, SBN 239089
SEAN T. KINGSTON, SBN 276099
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, CA 92614
T: (949) 851-2424
F: (949) 851-0152
lgiamela@fisherphillips.com
cahearn@fisherphillips.com
skingston@fisherphillips.com

Attorneys for Defendant
AIR METHODS CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

OAKLAND – RENE C. DAVIDSON COURTHOUSE

WILLIAM LOYD HELMICK and SHANE
WILLIAMS, MATHEW A. POORE, and
TIMOTHY J. ALLISON, individually and
on behalf of all those similarly situated,

Plaintiffs,

v.

AIR METHODS CORPORATION, and
DOES 1 - 100, inclusive,

Defendants.

CASE NO.: RG13665373

**AGREEMENT FOR SETTLEMENT OF
CLASS AND PAGA CLAIMS**

1 TODD M. SCHNEIDER, SBN 158253
2 JOSHUA KONECKY, SBN 182897
3 SCHNEIDER WALLACE COTTRELL
4 KONECKY LLP
5 2000 Powell St., Suite 1400
6 Emeryville, CA 94608
7 T: (415) 421-7100
8 F: (415) 421-7105
9 tschneider@schneiderwallace.com
10 jkonecky@schneiderwallace.com

11 Attorney for Plaintiffs WILLIAM LOYD HELMICK,
12 SHANE WILLIAMS, MATTHEW A. POORE, and
13 TIMOTHY J. ALLISON, and the CERTIFIED CLASS
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1 This Settlement Agreement is entered into by PLAINTIFFS WILLIAM LOYD
2 HELMICK, SHANE WILLIAMS, MATTHEW A. POORE, TIMOTHY J. ALLISON,
3 CHRISTOPHER R. LYONS, and AMELIA G. VIELGUTH, on the one hand, and Defendant
4 AIR METHODS CORPORATION on the other.

5 **SECTION 1: FACTUAL BACKGROUND**

6 1. Plaintiffs WILLIAM LOYD HELMICK, SHANE WILLIAMS, MATTHEW A.
7 POORE, TIMOTHY J. ALLISON, CHRISTOPHER R. LYONS, and AMELIA G.
8 VIELGUTH are former employees of Defendant AIR METHODS CORPORATION.

9 2. On January 7, 2013, WILLIAM LOYD HELMICK and SHANE WILLIAMS
10 mailed a letter to the Labor Workforce Development Agency of the State of California, copied
11 to Defendant AIR METHODS CORPORATION, stating an intention to seek recovery under
12 the Labor Code Private Attorney General Act, Labor Code § 2698 et seq., civil penalties based
13 on the claims herein settled.¹ The State did not respond by assuming the prosecution.

14 3. On January 30, 2013, Plaintiffs WILLIAM LOYD HELMICK and SHANE
15 WILLIAMS filed a “Complaint for Violation of California Labor Code, California Industrial
16 Welfare Commission Orders, and California Unfair Competition Law” in the Superior Court of
17 California, County of Alameda, thereby initiating civil action No. RG13665373 in such Court
18 (the “Helmick Action”).

19 4. On March 21, 2013, Plaintiffs WILLIAM LOYD HELMICK and SHANE
20 WILLIAMS filed a “First Amended Complaint for Violation of California Labor Code,
21 California Industrial Welfare Commission Orders, and California Unfair Competition Law” in
22 the Helmick Action.

23 5. On July 7, 2013, Plaintiffs WILLIAM LOYD HELMICK, SHANE
24 WILLIAMS, MATTHEW A. POORE, and TIMOTHY J. ALLISON filed a “Second Amended
25 Complaint for Violation of California Labor Code, California Industrial Welfare Commission
26 Orders, and California Unfair Competition Law” in the Helmick Action.

27 _____
28 ¹ All references herein to the “Labor Code” refer to the California Labor Code.

1 6. On September 11, 2014, Plaintiffs WILLIAM LOYD HELMICK, SHANE
2 WILLIAMS, MATTHEW A. POORE, and TIMOTHY J. ALLISON filed a “Revised Second
3 Amended Complaint for Violation of California Labor Code, California Industrial Welfare
4 Commission Orders, and California Unfair Competition Law” in the Helmick Action.

5 7. On November 24, 2015, the Court in the Helmick Action issued an order
6 certifying a class defined, in relevant part, as follows: “all former or current Flight Crew, also
7 known as Medical Crew, Medical Flight Crew, and including Flight Nurses, Flight Paramedics,
8 Base Supervisors, Clinical Base Supervisors, and Medical Base Supervisors (collectively
9 “Flight Crew”), whom AMC employed in California at any time on or after January 30, 2009
10 until the date of notice to the class that a class has been certified.”

11 8. On February 14, 2018, the Court granted preliminary approval and, on June 1,
12 2018, the Court granted final approval of a partial settlement of the claims in this Action,
13 leaving unresolved the following “Reserved Claims” as defined as follows in paragraph 54 of
14 the approval partial settlement agreement: “Reserved Claims. ‘Reserved Claims’ are claims
15 asserted in the Complaint but that are expressly excluded from this Settlement and from the
16 Release set forth in Exhibit “C” hereto. Such claims are for: 1) failure to pay overtime pay and
17 interest related thereto; 2) premium pay for failure to provide meal periods and interest related
18 thereto; 3) premium pay for failure to provide rest periods and interest related thereto; 4) PAGA
19 penalties in connection with failure to pay overtime, failure to provide meal periods or failure to
20 provide rest periods; 5) the retaliation claims asserted by Plaintiffs Helmick and Williams; and any
21 relief related thereto.” Paragraph 73 of the partial settlement agreement that the Court approved
22 states, “Defendant agrees that Plaintiffs’ counsel are entitled to reasonable fees, costs (statutory
23 and non-statutory), and expenses relating to all claims settled herein in an amount to be
24 determined by the Court and to be paid by Defendant. Defendant further agrees that the Class
25 Representatives are entitled to reasonable Service Awards in amounts to be determined by the
26 Court and to be paid by Defendant.” The partial settlement further provided that the
27 application for such awards could be (and has been) deferred to when application is made for
28 such awards in conjunction with the resolution of the Reserved Claims. AMC paid

1 \$4,273,845.63 to partial settlement class members Crew, in addition to costs of settlement
2 administration and Defendant's portion of withholdings, contributions, deductions, taxes, fees
3 and any other amounts due to government agencies and/or tax authorities in relation to any
4 payments.

5 9. Pursuant to the Stipulation and Order Concerning Non-Certification of Settled
6 Claims entered December 13, 2018, the class was decertified insofar as claims of the nature of
7 those settled under the partial settlement that arose after the partial class settlement release date
8 of February 14, 2018, leaving only the Reserved Claims under the partial settlement and the
9 individual retaliation claims of Plaintiffs Helmick and Williams as the claims pled in the
10 Complaint.

11 10. In July 2019, the parties proceeded to trial on the claims reserved under the
12 partial settlement for overtime, meal/rest break violations, and related PAGA penalties, have
13 now completed post-trial submissions, and are awaiting entry of a finalized statement of
14 decision and judgment.

15 11. Plaintiffs tried the case on the basis that Flight Crew hired after January 14,
16 2016, who did not fall within the class definition, like class members, could recover overtime
17 and premium wages under Labor Code § 558 by virtue of Plaintiffs' sixth claim in the operative
18 Revised Second Amended Complaint, a non-class, representative claim under PAGA.

19 12. After the trial, the California Supreme Court decided *ZB, N.A. v. Superior Court*
20 2019) 8 Cal. 5th 175, in which it held that Labor Code § 558 no longer could be employed by
21 private PAGA plaintiffs as a vehicle to recover back wages. In post-trial briefing, Plaintiffs
22 consequently modified their damage model to exclude recovery of back wages and interest by
23 non-class members, e.g those Flight Crew, like Christopher R. Lyons and Amelia G. Vielguth,
24 plaintiffs in the Lyons Action, whom AMC hired since January 14, 2016 and employed in
25 California, while maintaining the claims for PAGA penalties for those non-class members.

26 13. In September 2019, Plaintiffs William Loyd Helmick and Shane Williams and
27 AMC entered into individual settlement agreements of their retaliation claims under the seventh
28 cause of action of the Complaint. AMC's payments to those Plaintiffs pursuant to said

1 individual settlement agreements have been paid. These agreements further provided that "...
2 Defendant shall: allow [Helmick's/Williams'] attorneys in this Action to make an application
3 for reasonable attorneys' fees and costs/expenses associated with the prosecution of
4 [Helmick's/Williams'] retaliation cause of action in the Second Amended Complaint. This
5 application shall be made as part of any application for fees and costs/expenses on the
6 remaining claims in the lawsuit ..."

7 14. On February 5, 2020, Christopher R. Lyons and Amelia G. Vielguth, former
8 California AMC Flight Crew members hired since January 14, 2016, filed in the Alameda
9 County Superior Court the Lyons Action against Defendant. The operative Complaint, a copy
10 of which is attached hereto as Exhibit F, alleges the putative class as follows: "[a]ll persons
11 who, having been hired by AMC since January 14, 2016, performed services or perform
12 services in California as a Flight Paramedic or Flight Nurse and all persons, regardless of when
13 hired by AMC, who performed such services at any time after entry of judgment in the
14 Helmick Action until such time as there is a final disposition of this lawsuit." The Complaint
15 in the Lyons Action alleges putative class claims for overtime, meal/rest break violations, and
16 derivative claims under the Unfair Competition Law, Business and Professions Code § 17200,
17 et seq., claims for waiting time penalties under Labor Code § 203 and claims for improperly
18 itemized pay statements under Labor Code § 226. The putative class claims alleged in the
19 Lyons Action therefore include the overtime and premium wage claims for the non-class
20 members in the Helmick Action, which were excluded by virtue of the *Z B, N.A.* decision.
21 However, the Complaint in the Lyons Action alleges in paragraph 13 that "...Plaintiffs do not
22 seek recovery barred by the Federal Enclave doctrine associated with the Fort Hunter Liggett
23 base" and in paragraph 14 that the claims for waiting time penalties postdate the February 14,
24 2018 release date of the partial settlement and the claims for penalties for itemized pay
25 statement violations are subject to the statement of limitations. As in this Action, AMC has
26 answered by denying liability and asserting affirmative defenses.

27 15. On March 9, 2020, AMC filed a Notice of Removal of the Lyons Action to the
28 U.S. District Court, Northern District of California, where it has been assigned to the

Honorable Phyllis J. Hamilton and has been assigned case no. 4:20-cv-01700-PJH. The Lyons Plaintiffs' motion to remand, filed April 8, 2020, has been fully briefed and awaits decision.

16. On May 12, 2020, the Parties hereto participated remotely in the third session of a mediation before Mediator Mark Rudy, followed by further negotiations, including another remote mediation session on June 23, 2020, and resulting in this arms-length agreement settling claims asserted in the Helmick Action and in the Lyons Action.

17. To avoid the risks and costs inherent in further litigating the aforementioned matters, the Parties hereto desire to fully and completely settle said claims, as is more specifically described herein.

18. The Parties hereto stipulate and agree, subject to the approval of the Court, that the settlement of this Helmick Action, Lyons Action, the pending appeal arising out of the Helmick Action and all related proceedings shall be effectuated upon and subject to the following terms and conditions.

SECTION 2: DEFINITIONS

The following defined terms used in this Settlement Agreement and all exhibits thereto will have the meanings given them below.

19. Action. "Action," "Helmick Action" or "Lawsuit" shall mean the civil action currently pending in the Superior Court of the State of California for the County of Alameda, entitled *William Loyd Helmick, et al. v. Air Methods Corporation*, Case No. RG13665373.

20. Agreement. "Agreement," "Settlement," or "Settlement Agreement" means this Settlement Agreement.

21. AMC Financial Records. "AMC Financial Records" refers to the following records that AMC provided on a confidential basis as part of the mediation to the Mediator Mark Rudy, Class Counsel, and Plaintiffs' forensic CPA consultant after the May 12, 2020 mediation session for purposes of evaluating AMC's ability to make its payments provided herein, which records AMC represents and warrants are accurate and complete as far as it is aware:

a) For fiscal year 2019, AMC's audited annual Income statement, Balance Sheet,

Statement of Cash Flow, and Statement of Shareholders' Equity.

b) AMC Management's Discussion and Analysis as of and for the year ended December 31, 2019.

c) For the fiscal quarter ended March 31, 2020, AMC's unaudited quarterly Income Statement, Balance Sheet, Statement of Cash Flow and Shareholders' Equity.

d) AMC Management's Discussion and Analysis as of and for the three months ended March 31, 2020.

e) AMC's 2020 Reforecast, effective June 3, 2020.

f) AMC's answers to written questions, provided June 18, 2020.

22. Class. "Class," "Class Members," "Settlement Class," or "Settlement Class Members" shall mean all former or current Flight Crew, also known as Medical Crew, Medical Flight Crew, and including Flight Nurses (of all levels including but not limited to, Float Nurses), Flight Paramedics (of all levels including, but not limited to, Float Paramedics), Base Supervisors, Clinical Base Supervisors, Medical Base Supervisors, Clinical Base Leads, Clinical Base Educators, and Clinical Leads (collectively "Flight Crew"), whom AMC employed in California at any time on or after January 30, 2009 until June 29, 2020. This Settlement Class consists of those persons within the class certified in the Helmick Action by Order, entered November 24, 2015, the partial settlement class for which the Court granted final approval on June 1, 2018, those persons whom Named Plaintiffs have claimed in the Action that they should be permitted to represent pursuant to PAGA during the Class Period, and those persons within the putative class alleged in the Lyons Action. AMC certifies and represents that to the best of its knowledge each Flight Crew member who was hired after January 14, 2016 through February 14, 2020 is identified by their employee identification number in Exhibit A to the Declaration of Claire Capacci in Support of Defendant Air Methods Corporation's Notice of Removal to U.S. District Court, filed March 9, 2020 in the Lyons Action, a copy of which is attached hereto as Exhibit A, or are identified in Exhibit A-1, which consists of such other Flight Crew who during such period had a home base designated by Defendant outside California, though working in California as a Flight Crew member, except to

1 the extent that additional persons may have been identified as settlement class members for the
2 2018 partial settlement. Excluded from the Class are Thomas Easter, Robert Nieblas, and
3 Jonathan Carroll, each of whom earlier agreed to be removed from the class certified in this
4 Action pursuant to the Court's Order, entered November 24, 2015, in exchange for not being
5 deposed in this litigation and whom the Court ordered removed from the class pursuant to Joint
6 Stipulation Regarding Dismissal of Three Individuals From Certified Class, entered February 2,
7 2018, and William Hinton, whom the Court by July 17, 2019 Order removed from the class
8 certified by the Court in its Order entered November 24, 2015.

9 23. Class Administrator. "Class Administrator" means the third-party entity jointly
10 selected by the Parties hereto and approved by the Court to establish, maintain and administer
11 the QSF defined *infra*, under Internal Revenue Code § 468B and Treasury Regulation §1.468B-
12 1 and to provide notice to the Class as well as to perform other duties relating to the
13 administration of the Settlement (e.g., calculation and payment of claims submitted by
14 Claimants, submissions to tax authorities, etc.). The Parties hereto agree that CPT Group,
15 which administered the 2018 partial settlement, is an appropriate third-party selected to provide
16 notice to the Class and to perform other duties of administration as provided in this Agreement.
17 "Class Administrator" also means any subsequent such third party who, the Parties hereto may
18 stipulate (subject to Court approval) to assume such duties, or who the Court may otherwise
19 appoint. On request, each Party hereto shall be entitled to know from the Class Administrator
20 any other Party hereto's communications to the Class Administrator relating to a Class Member
21 and to receive copies of any written communications by any other Party hereto to the Class
22 Administrator relating to a Class Member.

23 24. Class Administrator Declaration. "Class Administrator Declaration" shall mean
24 declaration(s) attesting, in detail, to the steps taken through the date of such declaration in
25 performing the Class Administration Duties, that the procedures contemplated below are
26 complete, and that the Class Administrator has all information needed to perform any
27 remaining Class Administration Duties. This includes a declaration that shall be filed with the
28 Court as part of the Final Approval Motion that a) describes the Class Administrator's

1 performance of its duties under the Settlement Agreement and the Settlement Class Members’
2 responses to Class Notice as detailed below and b) provides admissible evidence to support the
3 payment of Class Administration Costs. This also includes a declaration attesting to calculation
4 of the amounts each Eligible Class Member’s Eligible Class Member Shares, once the amounts
5 of the other components of the Gross Settlement Fund are determined by the Court on Final
6 Approval, which declaration the Class Administrator shall deliver to Class Counsel and
7 Defendant’s Attorneys no later than ten (10) days before the date that the Court sets for a
8 compliance hearing and which declaration shall be filed with the Court and served at least five
9 (5) days before the compliance hearing.

10 25. Class Administration Costs. “Class Administration Costs” shall mean the fees
11 and expenses reasonably and necessarily incurred by the Class Administrator as a result of
12 performing the Class Administration Duties. Class Administration Costs include, but are not
13 limited to, reasonable fees and expenses incurred by the Claims Administrator for:
14 (1) preparation and mailing of the Settlement Notice and Forms; (2) receipt and adjudication of
15 Forms submitted by Class Members for payment under this Settlement; (3) establishment and
16 maintenance of the “Qualified Settlement Fund,” defined *infra*, under Internal Revenue Code
17 § 468B and Treasury Regulation § 1.468B-1; (4) compliance with the reporting and any
18 payment obligations imposed by Treasury Regulation § 1.468B-2(1)(2) from the Qualified
19 Settlement Fund (as well as the reporting and any payment obligations to state and local tax
20 authorities with respect to the Qualified Settlement Fund), and paying any tax imposed on the
21 Qualified Settlement Fund pursuant to Treasury Regulation § 1.468B-2(a) and other applicable
22 provisions of Federal, state or local law imposing tax on the Fund; (5) preparing, filing, and
23 issuing any required tax forms related to payments made from the Qualified Settlement Fund;
24 (6) calculation and distribution of settlement payments to Eligible Class Members Claims; and
25 (7) performance of any other actions specified in this Agreement or mutually requested by the
26 Parties in writing. Up to a maximum of twenty-five thousand dollars (\$25,000), Defendant
27 alone shall be responsible for payment of the Class Administration Costs, which shall be paid
28 by deposit into the Gross Settlement Fund, no later than the time period for funding the Gross

1 Settlement Fund after entry of the Final Approval Order by the Court. Class Administration
2 Costs above twenty-five thousand dollars (\$25,000) shall be paid from the Gross Settlement
3 Amount, except for Class Administration Costs associated with exceeding three distributions
4 due to Defendant's early payments, which shall be paid by Defendant as provided in paragraph
5 90 below. The Class Administrator shall include in its Class Administrator Declaration to be
6 included with the Final Approval Motion admissible evidence to support Court approval of
7 payment by Defendant of Class Administration Costs up to a maximum of twenty-five
8 thousand dollars (\$25,000) and any amount thereafter from the Gross Settlement Amount,
9 including Class Administration Costs relating to performance of the Class Administrator's
10 duties after entry of the Final Approval Order. Notwithstanding the forgoing, the Class
11 Administrator after entry of the Final Approval Order for good cause shown may apply to the
12 Court for a further payment by Defendant of Class Administration Costs, which application
13 also shall be supported by a Class Administrator Declaration with admissible evidence.

14 26. The Class Administrator shall include in its Class Administrator Declaration to
15 be included with the Final Approval Motion admissible evidence to support Court approval of
16 Class Administration Costs, including Class Administration Costs relating to performance of
17 the Class Administrator's duties after entry of the Final Approval Order. Notwithstanding the
18 foregoing, the Class Administrator after entry of the Final Approval Order for good cause
19 shown may apply to the Court for a further payment by Defendant of Class Administration
20 Costs, which application also shall be supported by a Class Administrator Declaration with
21 admissible evidence.

22 27. Class Administration Duties: "Class Administration Duties" shall mean the
23 duties of the Class Administrator as set forth in this Agreement and as may be ordered by the
24 Court. It shall include, but not be limited, to making calculations of payments, reporting to
25 appropriate tax authorities, effecting class notice, reporting on the performance of its duties and
26 responses to class notice, resolving disputes as provided herein, and responding to a Party
27 hereto's request for information pursuant to paragraph 23 above. Any reference herein to
28 mailing to or by the Class Administrator or to or from others shall refer to U.S. mail, first class.

28. Class Counsel. “Class Counsel” or “Plaintiff’s Counsel” refers to Schneider Wallace Cottrell Konecky LLP and the Law Offices of James M. Sitkin, or any such further attorneys for the Class, Named Plaintiffs, Lyons Plaintiffs and/or Eligible Class Members as may be approved by the Court.

29. Class Notice. “Class Notice” shall mean a notice to Class Members pursuant to Rule 3.769(f) of the California Rules of Court, substantially in the form indicated in Exhibit “B” hereto, and distributed by the Class Administrator in accordance with paragraph 73 below.

30. Class Member Objection. “Class Member Objection” shall mean a Class Member’s written objection made pursuant to the provisions of paragraph 74(b) below.

31. Class Member Objector. “Class Member Objector” shall mean a Class Member who submits a Class Member Objection.

32. Class Member Share. “Class Member Share” shall mean the portion of the Net Settlement Fund that will be due and payable to each Eligible Class Member, as defined below, subject to legally required withholdings, deductions, and contributions.

33. Class Period, Settlement Period. “Class Period” or “Settlement Period” shall mean the time period from January 30, 2009 to the June 29, 2020. It is the period to which the Release of Claims applies.

34. Complaint. “Complaint” shall mean the “Revised Second Amended Complaint for Violation of California Labor Code, California Industrial Welfare Commission Orders, and California Unfair Competition Law” filed herein on or about September 11, 2014. “Lyons Complaint” shall mean the “Complaint for Violation of California Labor Code, California Industrial Welfare Commission Orders, and California Unfair Competition Law,” filed in the Lyons Action on February 5, 2020.

35. Court. “Court” refers to the Superior Court of the State of California in for the County of Alameda, which shall retain jurisdiction to enforce this Settlement and from which AMC waives any right of removal or transfer of this Helmick Action for the purposes of settlement administration. Nothing in this Agreement is intended to be a waiver of any argument or admission by either Party as to the subject matter of removal of the Lyons Action.

1 36. Date of Preliminary Approval. The “Date of Preliminary Approval” means the
2 day on which the Court enters an Order of Preliminary Approval.

3 37. Defendant or AMC. “Defendant” or “AMC” shall mean Defendant AIR
4 METHODS CORPORATION.

5 38. Defendant’s Counsel. “Defendant’s Attorneys,” “Defense Counsel,” or
6 “Counsel for Defendant” shall mean Fisher & Phillips LLP, or such other counsel as may
7 appear for Defendant in the Action or in the Lyons Action.

8 39. Effective Date. “Effective Date” shall mean the date on which all of the
9 following have occurred:

- 10 a) Entry by the Court of an order of Final Approval of the Settlement;
- 11 b) Service on Defendant of written notice of such entry of order of Final
12 Approval, or Defendant’s express waiver of such notice; and
- 13 c) Final Approval has become Final: For purposes of this provision, “Final”

14 means:

- 15 (1) if no Class Member Objections are made and/or are made and
16 withdrawn, the later of the date the Court enters its order granting
17 Final Approval of the settlement or all Class Member Objections
18 are withdrawn;
- 19 (2) if any Class Member Objection is made and is not withdrawn in
20 writing, but no appeal, review or writ by the Class Member
21 Objector is sought from the Final Judgment, the sixty-first (61st)
22 day after entry of said Final Judgment;
- 23 (3) if rehearing, reconsideration and/or appellate review of such Final
24 Judgment by a Class Member Objector is sought, the day after any
25 and all avenues of rehearing, reconsideration and appellate review
26 have been exhausted and no further rehearing, reconsideration or
27 appellate review is permitted, and the time for seeking such review
28 has expired, and the Final Judgment has not been modified,

1 amended or reversed in any way; or

2 (4) if a Class Member Objector appeals from any ruling by the Court
3 overruling such objection in whole or in part, the earlier of the date
4 when the Court's order of Final Approval and Final Judgment have
5 been affirmed on appeal or the date when the Class Member
6 Objector withdraws his or her Class Member Objection.

7 d) The existence of a sufficient number of Eligible Class Members such that that
8 the number of Class Members who, as of the deadline for submission of Opt-
9 Out Requests are not Eligible Class Members, does not exceed seven-and-
10 one-half (7.5) percent of the total Class. If the number of Class Members who
11 are not Eligible Class Members by virtue of having submitted Opt-Out
12 Requests as of such date equals or exceeds seven-and-one-half (7.5) percent
13 of the total Class, then Defendant shall have the exclusive and absolute right
14 (but not the obligation) to deem this Settlement Void *Ab Initio* only upon
15 timely written notice filed with the Court and served on Class Counsel and the
16 Class Administrator within ten (10) days of Defendant's having received
17 written notice from the Class Administrator that seven-and-one-half (7.5)
18 percent or more of the Eligible Class Members have elected to exclude
19 themselves from the settlement.

20 40. Eligible Class Member. "Eligible Class Member" means a Class Member who
21 has not submitted a proper Opt-Out request as provided herein.

22 41. Final Approval Order. "Final Approval Order" shall mean an order of the Court
23 finally approving this Settlement pursuant to Rule 3.769 of the California Rules of Court and
24 granting Class Certification. A proposed Final Approval Order is attached hereto as Exhibit E.

25 42. Final Approval Hearing. "Final Approval Hearing" shall mean the hearing on a
26 motion for Final Approval, scheduled and conducted pursuant to Rule 3.769 of the California
27 Rules of Court.

28 43. Final Judgment. "Final Judgment" shall mean the judgment entered based on the

Final Approval Order. A proposed Final Judgment is attached hereto as Exhibit G.

44. Gross Settlement Amount. “Gross Settlement Amount” means Defendant’s required payment of Seventy-Eight Million United States Dollars (\$78,000,000.00) that constitutes the maximum amount to be paid by Defendant for the consideration provided to it under this Agreement except as otherwise set forth in this paragraph or Settlement Agreement. The Gross Settlement Amount includes all settlement payments to Eligible Class Members, Class Administration Expenses other than those for which Defendant is responsible as provided herein, Class Counsel fees and costs/expenses, payments to the Named Plaintiffs and the Lyons Plaintiffs, and the LWDA Fund. The Gross Settlement Amount also includes, in addition to the seventy eight million dollars (\$78,000,000), any amount that Defendant must pay for distribution to Eligible Class Members as provided in paragraph 74(d) below if it is determined that Exhibit A and Exhibit A-1 do not identify all Class Members hired in California during January 14, 2016-February 14, 2020, except for Class Members who were identified as class members for purposes of and in conjunction with the administration of the 2018 partial settlement. The Gross Settlement Amount also includes Defendant’s payment of interest as provided herein in addition to the seventy-eight million (\$78,000,000). The Gross Settlement Amount does not represent all Defendant’s financial obligations under this Settlement and all amounts that Defendant must pay into the Gross Settlement Fund, such as Defendant’s payment of Class Administration Costs as provided herein and Defendant’s portion of withholdings, contributions, deductions, taxes (including but not limited to payroll taxes), fees and any other amounts due to government agencies and/or tax authorities in relation to any payments pursuant to this Agreement and any Class Administration Costs identified in paragraph 25.

45. Gross Settlement Fund. “Gross Settlement Fund” consists of all payments by Defendant, which shall be paid into the QSF to satisfy its financial obligations under the terms of this Settlement. This consideration shall be used to resolve the claims at issue in this Settlement, as set forth herein, and is intended to constitute a qualified settlement fund within the meaning of Internal Revenue Code § 468B and Treasury Regulation § 1.468B-1. The Gross Settlement Fund includes, without limitation: Class Administration Costs for which Defendant

1 is responsible as provided herein, the LWDA Fund, the Gross Settlement Amount, the Net
2 Settlement Fund, Eligible Class Members' portion of withholdings, contributions, deductions,
3 taxes, fees and any other amounts due to government agencies and/or tax authorities in relation
4 to any payments pursuant to this Agreement, including of Class Member Shares. It also
5 includes Defendant's portion of withholdings, contributions, deductions, taxes (including but
6 not limited to payroll taxes), fees and any other amounts due to government agencies and/or tax
7 authorities in relation to any installment payments pursuant to this Agreement, which, as
8 calculated by the Class Administrator, Defendant shall forthwith, upon the Class
9 Administrator's request, deposit into the Gross Settlement Fund for payments by the Class
10 Administrator in an amount consistent with the amount of wages due and payable with each
11 installment payment set forth in this Agreement.

12 46. LWDA. The "LWDA" shall mean the California Labor and Workforce
13 Development Agency.

14 47. LWDA Fund. "LWDA Fund" shall mean \$1,000,000 (75% of a \$1,333,333.33
15 PAGA penalty) of the Gross Settlement Fund which shall be paid out of the QSF to the LWDA
16 in satisfaction of penalties payable to the LWDA pursuant to PAGA. Eligible Class Members
17 shall be deemed to have waived their right to their statutory portion of the stipulated penalty
18 amount, which amount shall be included in the Net Settlement Fund.

19 48. Lyons Action. "Lyons Action" shall mean the case of Christopher R. Lyons and
20 Amelia G. Vielguth v. Air Methods Corporation, U.S. District Court, Northern District of
21 California, case no. 4:20-cv-01700-PJH, which AMC by Notice of Removal filed on March 9,
22 2020 removed from the Alameda County Superior Court, where it was identified by case no.
23 RG20053409.

24 49. Lyons Plaintiffs. "Lyons Plaintiffs" shall mean CHRISTOPHER R. LYONS
25 and AMELIA G. VIELGUTH, the plaintiffs in the Lyons Action.

26 50. Named Plaintiffs, Plaintiffs. "Named Plaintiffs" or "Plaintiffs" shall mean,
27 collectively, Plaintiffs WILLIAM LOYD HELMICK, SHANE WILLIAMS, MATTHEW A.
28 POORE, and TIMOTHY J. ALLISON, the plaintiffs in the above-entitled Action. "Lyons

Plaintiffs” means the plaintiffs in the Lyons Action.

51. Net Settlement Fund. “Net Settlement Fund” shall mean that part of the Gross Settlement Fund to be distributed to the Eligible Class Members. It includes the Gross Settlement Amount, including the Eligible Class Members’ portion of withholdings, contributions, deductions, taxes, fees, and interest accrued on amounts held in the QSF as of the Class Administrator’s disbursement to Eligible Class Members, which is to be proportionately distributed to the Eligible Class Members. It excludes (a) Class Administration Costs, (b) Defendant’s portion of withholdings, contributions, deductions, taxes, fees and any other amounts due to government agencies and/or tax authorities in relation to any payments pursuant to this Agreement, (c) payments to Class Counsel (d) payments of service awards to the Named Plaintiffs and payments for entry into general releases to the Named Plaintiffs and the Lyons Plaintiffs, (e) the LWDA Fund.

52. Notice Packet: “Notice Packet” shall mean a packet mailed by the Class Administrator pursuant to paragraph 73 below, containing the Class Notice and any other accompanying documents required by this Settlement and/or Preliminary Approval.

53. Opt-Out(s). “Opt-Out(s)” refers to Class Members who have submitted an Opt-Out Request.

54. Opt-Out Request. “Opt-Out Request” means a timely and valid written request for exclusion from the Settlement by a Class Member, pursuant to the provisions of paragraph 74(c) below.

55. PAGA. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698, et seq.

56. Partial settlement. “Partial settlement” refers to the settlement of some claims in this Action, which the Court preliminarily approved by Order, entered February 14, 2018, and finally approved by Order, entered June 1, 2018. “Partial settlement class” refers to Flight Crew whose claims were resolved pursuant to the partial settlement.

57. Parties hereto. “Parties hereto” shall mean, collectively, Defendant, the Named Plaintiffs, and the Lyons Plaintiffs.

58. Party hereto. “Party hereto” shall mean, individually, one of the Parties.

59. Preliminary Approval/Preliminary Approval Order. “Preliminary Approval” and “Preliminary Approval Order” shall mean an order of the Court preliminarily approving this Settlement pursuant to Rule 3.769 of the California Rules of Court, granting conditional Class Certification for purposes of the Class Administration Procedures, certifying Class Counsel, approving the form of Class Notice, establishing Class Administration Procedures, and scheduling a Final Approval Hearing. A proposed Preliminary Approval Order is attached hereto as Exhibit D.

60. QSF / Qualified Settlement Fund. “QSF” or “Qualified Settlement Fund” shall mean the Qualified Settlement Fund established by the Class Administrator into which all payments by Defendant into the Gross Settlement Fund shall be deposited and from which all payments provided in this Settlement shall be made, including Class Administration Costs, the LWDA Fund, Eligible Class Member Shares, Eligible Class Members’ and Defendant’s portions of withholdings, contributions, deductions, taxes, fees and any other amounts due to government agencies and/or tax authorities, payments to Class Counsel, payments to Named Plaintiffs, and payments to the Lyons Plaintiffs.

61. Released Claims. “Released Claims” shall have the same meaning as that term is defined in Exhibit “C” hereto. The Release shall become effective upon the Effective Date and Defendant’s performance of this Agreement.

62. Released Parties. “Released Parties” shall have the same meaning as that term is defined in Exhibit “C” hereto.

63. Service Award. “Service Award” shall mean the amount approved by the Court to be paid to a Named Plaintiff for his effort in coming forth as a class representative.

64. Void Ab Initio. “Void Ab Initio” shall mean a circumstance as provided in this Agreement or by Order of this Court in which this Agreement is null and void and the Parties shall be returned to conditions such that the Agreement had never been entered into.

65. W-2 Income. “W-2 Income” refers to gross income in the “Gross Wages” section of the W-2 paid to a Class Member by AMC while holding a Settlement Class Member

position during 2009 through the pay period immediately preceding the end of the Class Period. When a Class Member has occupied within a given calendar year both a Settlement Class Member position and a non-Class position, the W-2 Income in the Settlement Class Member position shall be determined by the gross income earned in any pay period in which the Settlement Class Member occupied a Settlement Class position. For example, if a Settlement Class Member occupied a Settlement Class position from the start of a year until the middle of a pay period part way through the year, his or her W-2 Income would include his or her gross income through the pay period in which his or her status changed. In another example, if a Settlement Class Member occupied a non-Settlement Class position from the start of the calendar year until the middle of a pay period in the middle of the year and thereafter occupied a Settlement Class position to the end of that year, his or her W-2 Income would include the gross income for the pay period in which his or her status changed to the end of the year. The final W-2 Income calculations for those persons within the partial settlement class approved by the Court's June 1, 2018 Order shall be deemed conclusive for all purposes under this Agreement for the period covered by said calculations.

SECTION 3: TERMS AND CONDITIONS OF SETTLEMENT

In addition to the definitional elements set forth above, the terms and conditions of the class settlement shall be as follows:

66. Certification for Settlement Purposes Only. The Parties stipulate that, for purposes of this Settlement only, Defendant shall not challenge Class Certification, including by way of appeal and/or a motion for de-certification for the Released Claims, unless this Settlement should become Void *Ab Initio*.

67. Contentions and Defenses: Compromise. The Parties hereto have determined that this Settlement represents a fair and reasonable compromise of disputed claims for wages and other monetary and non-monetary relief, following a reasonably thorough investigation. The Parties hereto have entered into this Settlement to avoid the inherent risks and costs of further litigation. Named Plaintiffs and the Lyons Plaintiffs do not stipulate that this Settlement

1 represents the maximum extent of such relief to which they or the Class would be entitled if the
2 Action and the Lyons Action were to be further litigated. Defendant does not stipulate that,
3 should the Action or the Lyons Action be further litigated, Named Plaintiffs, the Lyons
4 Plaintiffs and/or the Class would be entitled to any relief whatsoever. Neither Named
5 Plaintiffs, the Lyons Plaintiffs, nor Defendant admit/ to any unlawful conduct. The Parties
6 hereto hereby reserve all of their rights to litigate the Action and the Lyons Action and seek all
7 available forms of relief should this Settlement be declared Void *Ab Initio*. Nothing in this
8 Agreement waives any claim, argument, defense or right to appeal that any Party hereto has
9 with respect to any claim not being released.

10 68. Defendant's Class Member Communications. Defendant will instruct its
11 officers, directors, managers and supervisors that, should they be contacted by Class Members
12 or persons who believe they may be Class Members in relation to this Agreement, such
13 officers, directors, managers and supervisors should make no comment except for directing the
14 employee(s) to the Class Administrator and to provide such Class Members with contact
15 information for the Class Administrator. The Parties hereto and their counsel warrant and
16 certify that they have not encouraged and will not encourage any Class Member to opt out or
17 object to the settlement and will take no such steps.

18 69. Joint Notice to All Courts in Which Matters Pending of Settlement and Request
19 for Stay of Proceedings: Upon the completed execution of this Agreement, the parties to this
20 Action, the Lyons Action, and Defendant's appeal of the Court's denial of its disqualification
21 motion in this Action shall jointly notify the respective courts that the Parties hereto involved in
22 such proceedings have entered into a settlement that will completely resolve the Parties'
23 disputes, that the Parties are promptly pursuing the approval of the settlement in the Court
24 herein, and that the respective courts are requested to defer further proceedings pending
25 settlement approval, including requesting the Court defer finalization of the statement of
26 decision and entry of judgment based on last Summer's trial and that the Lyons Court, if the
27 U.S. District Court has not ruled on Defendant's motion to remand, defer ruling on the Lyons
28 Plaintiffs' motion to remand. Upon the completion of performance of all duties hereunder by

Defendant and the completion of the Class Administrator's administration of this Settlement, the parties to the Lyons Action shall jointly request the dismissal of the Lyons Action with no party's being entitled to fees or costs in conjunction with said dismissal.

70. Preliminary Approval. Following execution of this Agreement, Class Counsel shall move the Court for Preliminary Approval. Class Counsel will submit therewith a proposed order to the Court in the form attached hereto as Exhibit D. Any revised versions of Exhibit D that will be filed with the Court, following execution of this Agreement, must be provided to Defendant's Attorneys in advance of the filing for review. The Parties hereto shall give all reasonable cooperation necessary to obtain Preliminary Approval from the Court. The Parties hereto agree that Class Counsel may apply for Preliminary Approval by ex parte application or on noticed motion with notice shortened to three (3) days. Defendant otherwise waives notice. Within two business days of Plaintiffs' filing, Defendant will file and serve a notice of non-opposition.

71. Class Administration Procedures – Defendant's Supplying Class List and Other Class Information. Within twenty-one (21) days of entry of Preliminary Approval, Defendant shall cause to be delivered by email or otherwise to the Class Administrator an Excel spreadsheet of the Class Members that includes their a) names, b) last known home address(es), c) full social security numbers, d) AMC employee identification number(s), e) last known personal phone numbers, f) last known personal emails (if known), g) whether first hired to Class position after January 14, 2016 and, if so, date of hire, h) separately for each year starting in 2009 throughout the Class Period the Settlement Class Member's W-2 Income in a Class Member position with W-2 Income earned during a pay period when the Class Member occupied a Class position and a non-Class position treated as if all W-2 Income during that pay period were earned in a Class position (However, insofar as W-2 Income in a Class position was finally determined in conjunction with the 2018 partial settlement, Defendant shall use such information, which shall be deemed conclusive.), and i) separately for each year starting in 2009 throughout the Class Period how much of the W-2 Income was earned in a Class position while home based at the Fort Hunter Liggett base with the W-2 Income earned during a pay

1 period when the Class Member was based at Fort Hunter Liggett and at another California base
2 being treated as if based at the other base. Except to the extent that final determinations of W-2
3 Income in Class positions were made in the 2018 partial settlement, which are deemed
4 conclusive, all of the above-described information shall be based upon Defendant's reasonably
5 available business records and/or the best available personal knowledge of Defendant's
6 employees and agents. For inclusion with the Final Approval Motion, Defendant will provide
7 to the Class Administrator and to Class Counsel, concurrent with supplying this information to
8 the Class Administrator, the declaration of its person-most-knowlegeable that as far as AMC
9 is aware the information on this spreadsheet and for the Class Members and for those who have
10 come forward during the administration period is complete and accurate and based on
11 information in AMC's business records maintained in the regular course of business. Further,
12 the Claims Administrator shall use commercially reasonable efforts to secure the Class Member
13 data provided by Defendant at all times so as to avoid inadvertent or unauthorized disclosure or
14 use of such data other than as permitted by this Agreement, and shall destroy the data (and all
15 copies of it) in a complete and secure manner when such data is no longer required for purposes
16 of this Agreement.

17 72. Posting of Important Case Documents on Class Administrator's Website:
18 Within fourteen (14) days of entry of the Preliminary Approval Order, the Class Administrator
19 shall create a web-site and post important case documents that shall include the following: a)
20 the Class Notice as approved by the Court, b) the Revised Second Amended Complaint, c)
21 Defendant's Answer to the Revised Second Amended Complaint, d) the Complaint in the
22 Lyons Action, e) the Answer to the Complaint in the Lyons Action, f) all papers filed in
23 conjunction with the preliminary approval motion, f) although included in said papers,
24 separately the Settlement Agreement, and g) the Preliminary Approval Order. When the posting
25 is completed, the Class Administrator shall notify Class Counsel and Defendant's Attorneys
26 that the posting is complete.

27 73. Class Administration Procedures – Notice to Class. Within twenty-one (21)
28 business days after delivery of the information described in paragraph 71 above, the Class

1 Administrator will mail a Notice Packet to each Class Member via United States Mail and/or in
2 accordance with Preliminary Approval Order. Prior to such mailing, the Class Administrator
3 will calculate the estimated Eligible Class Member Shares of each respective Class Member,
4 based upon an assumption that all Class Members will become Eligible Class Members, that no
5 Class Member Objections, Opt-Out Requests, or other disputes pursuant to paragraph 74 below
6 will be submitted, and that no Class Members will be added to the Class after the date this
7 Agreement is executed. The amounts of such estimated Eligible Class Member Shares will be
8 disclosed on an individual basis in each Class Member's respective Class Notice, along with a)
9 the Class Member's W-2 Income in a Class position by year during the Class Period and for
10 each year how much of that W-2 Income in a Class position was earned while home based at
11 the Fort Hunter Liggett base (with the W-2 Income in a pay period in which the Class Member
12 was based at Fort Hunter Liggett and another base in a Class position's being treated as if not
13 based at Fort Hunter Liggett at all), b) whether the Class Member was first hired to a Class
14 position after January 14, 2016 and, if so, the date of hire, c) whether the Class Member entered
15 into an individual settlement agreement in 2014, as conclusively determined in the 2018 partial
16 settlement, and d) if the Class Member did not work a flight duty shift in California during the
17 Class Period. Prior to mailing the Notice Packet, the Class Administrator will check the
18 addresses provided by Defendant against the United States Postal Service National Change of
19 Address database. Although Class Counsel has no obligation to provide contact information for
20 Class Members, the Class Administrator in its judgment may use contact information that Class
21 Counsel provides. If any mailed Notice Packets are returned as undeliverable, then the Class
22 Administrator shall promptly perform one "skip trace" or similar, customary reasonable search
23 and shall promptly re-mail the same Notice Packet (or a true and correct copy thereof) to any
24 new addresses disclosed by such search. In addition, the Class Administrator shall promptly
25 mail a Notice Packet to any further address that either Party may provide in response to the
26 Class Administrator's written notice that a Class Member's Notice Packet was returned
27 undeliverable. If the process set forth in this paragraph and any other procedures ordered by
28 the Court are followed, the Class Notice will be deemed to be adequately provided to all Class

Members. In the event the procedures in the Agreement are followed and a Class Member, nonetheless, does not receive the Notice Packet, the intended recipient shall remain a Class Member and will be deemed an Eligible Class Member unless such intended recipient submits a Class Member Opt-Out Request within the allotted time, described in paragraph 74(c) below.

74. Class Administration Procedures – Class Member Objections, Opt-Out Requests, and Disputes Concerning Class Member Status.

a) *Class Member Objections – Filing and Service:* A Class Member who submits an Opt-Out Request shall not be entitled to object to the settlement and his and her submission of an objection shall be deemed null and void and of no effect. Otherwise, any member of the Settlement Class who wishes to make a Class Member Objection must submit by first class mail to the Court (“Alameda County Superior Court, Dept. 21, 1221 Oak St., Oakland, CA 94612”) no later than forty-five (45) days after the Class Administrator’s mailing of the Class Notice a signed, original document, entitled “Class Member Objection.” There shall be no requirement as to the content of such Class Member Objections, other than as may be established by the California Rules of Court, the California Code of Civil Procedure, orders of the Court, or other applicable law. The date of the postmark on such mailing shall be deemed to be the date of such mailing or in the absence thereof, three days before it is received by Department 21. The Class Member must also, no later than forty-five (45) days after the Class Administrator’s mailing of the Class Notice, mail via United States Mail a true, correct and complete copy of such objection to the Class Administrator at the address indicated in the Class Notice. However, unlike the objection mailed to the Court, the copy of the objection to the Class Administrator must be accompanied by a statement identifying the last four digits of the objecting Class Member’s social security number, as well as current address, phone number, and email. The date of the postmark on such mailing shall be deemed to be the date of such mailing or, in

1 the absence thereof, three days before it is received by the Class
2 Administrator. To be effective and deemed a Class Member Objection, an
3 objection must comply with all these requirements; otherwise it shall be
4 deemed null and void and not constitute a Class Member Objection.
5 Notwithstanding the foregoing, for good cause shown on written application
6 to the Court, with a copy to the Class Administrator who shall forthwith email
7 copies to Class Counsel and Defendant's Attorneys, a Class Member may
8 obtain relief from the requirements to submit a valid objection.

9 b) *Class Member Objections – Responses:* Upon receipt of any documents
10 purporting to be Class Member Objections, the Class Administrator shall
11 forthwith forward such documents to Class Counsel and Defendant's counsel
12 by e-mail and United States Mail. Following receipt of such documents, Class
13 Counsel and Defendant's counsel shall confer regarding such documents
14 purporting to be Class Member Objections. Class Counsel shall file with the
15 Court, in a separate document along with their motion for Final Approval, a
16 joint statement, containing the points and authorities of the Parties hereto in
17 response to such documents purporting to be Class Member Objections. If the
18 documents purporting to be Class Member Objections that the Class
19 Administrator deems untimely or otherwise defective are received, the Class
20 Administrator in the Class Administrator Declaration to be submitted with the
21 final approval motion shall identify the number received without discussion of
22 their content. Only if a joint response is possible may the Parties hereto
23 submit a substantive response concerning any such defective purported
24 objection, which shall be given no effect unless submitted in accordance with
25 the requirements herein set forth.

26 c) *Opt-Out Requests:* Any member of the Settlement Class other than a member
27 of the class certified pursuant to the Court's Order, entered November 24,
28 2015, who do not have the right to opt out of the settlement, who wishes to

1 make an Opt-Out Request must, within forty-five (45) days of the Class
2 Administrator's mailing of the Class Notice, mail, via United States Mail, to
3 the Class Administrator at the address that the Class Administrator shall
4 indicate in the Class Notice a document bearing the signature of such
5 Settlement Class Member with words to the effect of: "I WISH TO BE
6 EXCLUDED FROM THE SETTLEMENT CLASS. I UNDERSTAND
7 THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS,
8 I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF
9 THIS LAWSUIT." To be effective and qualify as an Opt-Out Request, the
10 Opt-Out Request must include the last four digits of the Class Member's
11 social security number, as well as current address, phone number, and email.
12 The Class Administrator shall give Class Counsel and Defendant's counsel no
13 less than weekly notice of the number of Class Members who have submitted
14 Opt-Out Requests. On receipt, the Class Administrator shall forthwith send
15 by email and U.S. mail to Defendant's Attorneys and to Class Counsel copies
16 of anything received that purports to be an Opt-Out Request. Should any of
17 the Parties hereto wish to dispute the validity of any document purporting to
18 be an Opt-Out Request, the Party hereto shall notify the Class Administrator
19 and all other Parties hereto via e-mail and U.S. Mail within seven (7) days of
20 receiving such documents, and in so doing they shall state the factual and
21 legal basis for such dispute. Prior to the deadline for submitting its
22 declaration described in paragraph 75 below, the Class Administrator shall
23 make a determination as to the validity of the disputed Opt-Out Requests, and
24 shall set forth its determinations in such declaration. The Class
25 Administrator's decisions in such regard shall be final and binding. The Class
26 Administrator shall by email and letter to Class Counsel and Defendant's
27 Counsel provide notice as of the deadline to submit Opt-Out Requests whether
28 the number of Class Members who elected to opt out of the Settlement as of

1 the deadline to submit Opt-Out Requests and whose Opt-Out Requests
2 survived any challenge exceeds seven-and-one-half (7.5) percent of the total
3 Class. If the number of such Class Members equals or exceeds seven-and-one-
4 half (7.5) percent of the total Class, then Defendant shall have the exclusive
5 and absolute right (but not the obligation) to deem this Settlement Void *Ab*
6 *Initio* only upon written notice filed with the Court and served on Class
7 Counsel and the Class Administrator within seven (7) days of written notice
8 that seven-and-one-half (7.5) percent or more of the Class Members have
9 timely submitted Opt-Out Requests that have survived challenge. At any time
10 before the earlier of the Defendant's written notice to declare the Settlement
11 Void *Ab Initio* until two (2) business days before the deadline to file the
12 motion for a Final Approval Order, a Settlement Class Member who has
13 submitted an Opt-Out Request may withdraw it by written notice to the Class
14 Administrator, which shall include the last four digits of the Settlement Class
15 Member's social security number. The Class Administrator on receipt of any
16 document purporting to be a revocation of an Opt-Out Request shall forthwith
17 email the document to Defendant's Counsel and Class Counsel. If so
18 withdrawn, an Opt-Out Request shall not be counted toward whether seven
19 and one-half (7.5) percent of the Class has submitted Opt-Out Requests
20 according to the procedures set forth herein.

- 21 d) *Disputes Concerning Class Member Status:* Should any person who does not
22 receive a Class Notice directed to him or her wish to come forward purporting
23 to be a Class Member, such person shall notify the Class Administrator, no
24 later than forty-five (45) days after the Class Administrator's initial mailing of
25 the Class Notice Packets, via United States Mail, and provide any
26 documentary support he or she wishes to have considered. The Class
27 Administrator shall forthwith send any such documents to Class Counsel and
28 Defendant's counsel via email and United States Mail. Upon receipt of such

1 notice, Defendant shall forthwith investigate the matter, including with
2 reference to its business records, and shall determine whether the person is a
3 Class Member. Then, within ten (10) days of receipt of such notice, Defendant
4 shall notify the Class Administrator and Class Counsel as to its determination
5 of the person's status as a Class Member and include reasonably available
6 documentary support for its position. The Class Administrator shall make a
7 determination of the person's status as a Class Member, which shall be
8 controlling. If the person is determined to be a Class Member, the Class
9 Administrator shall mail that person a Notice Packet, whereupon the same
10 procedures for submitting Class Member Objections and Opt-Out Requests set
11 forth in this Agreement shall apply to such person. If such Class Member is a
12 person whom Defendant employed in a Class Member position who was hired
13 during January 14, 2016-February 14, 2020 and who is not listed in Exhibit A
14 or Exhibit A-1 hereto and was not identified as a class member for purposes of
15 and in conjunction with the administration of the 2018 partial settlement, then
16 Defendant shall make an additional contribution to the Gross Settlement Fund
17 corresponding to what would have been paid to such persons if, with his or
18 her employment history, he or she was among the Class Members identified in
19 Exhibit A or
20 Exhibit A-1.

- 21 e) *Disputes Concerning Class Member W-2 Income and Post January 14, 2016*
22 *First Date of Hire to Class Position.* The final determinations of W-2 Income
23 in Class positions and status of having entered into individual settlement
24 agreements in 2014 made in conjunction with the 2018 partial settlement shall
25 be deemed conclusive and not subject to dispute or objection for purposes of
26 this Settlement. If for any reason a Class Member disagrees with the
27 information stated in his or her Class Notice concerning W-2 Income in a
28 Class position after the February 14, 2018 terminal date of the partial

1 settlement class period, the W-2 Income by year while home based at the Fort
2 Hunter Liggett base, whether he or she was first hired to a Class position after
3 January 14, 2016, or that the Class Member did not work one flight duty shift
4 in California during the Class Period, such Class Member shall mail (via
5 United States Mail) to the Class Administrator at the address listed in the
6 Class Notice and within forty-five (45) days of the Class Administrator's
7 mailing of such Class Notice, a written notice setting forth the Class
8 Member's basis for such disagreement, including any and all documents
9 supporting such basis. In the absence of a legible postmark, the date of
10 mailing shall be three (3) days before receipt by the Class Administrator.
11 Upon receipt of such notices, the Class Administrator shall forthwith send it to
12 Class Counsel and Defendant's counsel, via e-mail and United States Mail.
13 Defendant shall investigate the matter, including by examining its business
14 records, and shall, within seven (7) days of receiving notice, advise Class
15 Counsel and the Class Administrator as to its determination regarding the
16 Class Member. Insofar as the dispute concerns W-2 Income, Defendant shall
17 include with its response copies of W-2s and other documents relating to the
18 disputed W-2 Income. In the event that the Class Member does not provide
19 any supportive documentation, Defendant's determination and declaration as
20 provided in paragraph 71 shall control. In the event that the Class Member
21 does provide supportive documentation, Defendant shall, within the same
22 seven (7) day period, either notify the Class Administrator and Class Counsel
23 that it stipulates to the Class Member's assertion(s), or shall notify them that it
24 disputes such assertion(s), and shall provide the Class Administrator and Class
25 Counsel with its proposed determination, the factual basis therefor, and any
26 supporting documentation. The Class Administrator shall then determine the
27 dispute, which determination shall control, and shall provide the disputing
28 Class Member, Defendant's Counsel, and Class Counsel with written notice of

1 its decision by email and letter. However, for any year since 2017 to the
2 present in which the Eligible Class Member was only employed in a Class
3 Member position, his or her final W-2 from AMC for that year shall be
4 conclusive of his or her reported W-2 income for that year subject to further
5 adjustment described below regarding the allocation of the Net Settlement
6 Fund among Eligible Class Members.

7 f) Named Plaintiffs and the Lyons Plaintiffs hereby agree that they will not
8 submit Class Member Opt-Out Requests on their own behalf. The Parties
9 hereto and Counsel further agree that they will not encourage, incite or
10 recommend that any Class Member object or opt out of the settlement. Any
11 submissions by any of the Named Plaintiffs or the Lyons Plaintiffs purporting
12 to be Class Member Opt-Out Requests shall be null and void.

13 g) Except as set forth in paragraph 74(d) above concerning Class Members who
14 should have been disclosed in Exhibit A or Exhibit A-1, no determinations by
15 Defendant, the Class Administrator, the Court, or any other person or entity
16 pursuant to this paragraph 74 shall have the effect of increasing the amount of
17 the Net Settlement Fund to be distributed to Class Members. Rather, any
18 additional amounts to be distributed to any Class Member as a result of the
19 resolution of such disputes shall be made in conjunction with and subject to a
20 proportionate reduction in other Eligible Class Members' Eligible Class
21 Member Shares, with specific amounts to be determined by the Class
22 Administrator.

23 75. Class Administration Procedures – Class Administrator Declaration. No later
24 than two weeks before the date scheduled for filing the Motion for Final Approval (but in any
25 case, no less than ten (10) days after the deadline to opt-out or object has expired), the Class
26 Administrator shall provide Class Counsel and Defendant's counsel with the Class
27 Administrator Declaration confirming the extent of the Class Administrator's performance of
28 its Class Administration Duties described herein to be performed before the Final Approval

Hearing and the Class' responses received to the Class Notices. The Class Administrator shall include in the declaration evidence supporting its requested award for Class Administrative Costs, including those not yet performed. If any duties remain unperformed, the Class Administrator, on request of either Class Counsel or Defendant's Attorneys, shall promptly supply supplemental Class Administrator Declaration(s) when performed, but in no case later than ten (10) days before the date that the Court schedules for a compliance hearing after the Effective Date. Any costs associated with these supplemental declaration(s) shall fall within the definition of Class Administration Costs set forth above.

76. Motion for Final Approval. According to the schedule the Court sets, Class Counsel shall file and serve upon Defendant a motion for Final Approval, which shall include with such filing, as provided herein, the Class Administrator's Declaration, the Declaration of Defendant's person-most-knowledgeable, the proposed Final Approval Order, and the proposed Final Judgment to be entered concurrent to the entry of the Final Approval Order. Within two business days of the filing of the motion, Defendant shall file and serve a statement of non-opposition.

77. Adjustments to Gross Settlement Amount Allocation and Increase of Gross Settlement Fund as Conditions to Approval. If the Court does not approve the allocation proposed herein of the Gross Settlement Amount, it shall be the Named Plaintiffs' prerogative alone whether to proceed with the Settlement on the basis of a different allocation of which the Court approves and Defendant will not object to any different allocation. In the event the Court does not approve the allocation proposed herein of the Gross Settlement Amount, the Named Plaintiffs within seven (7) days will file with the Court and serve on Defendant and the Class Administrator a notice of whether the Named Plaintiffs elect to treat this settlement as *Void Ab Initio* or elects to propose a different allocation. If the Court deems the total amount of Defendant's payment into the Gross Settlement Fund as provided herein insufficient for purposes of Court approval of this settlement, it shall be Defendant's prerogative alone whether to contribute more to the Gross Settlement Fund so as to obtain Court approval. In the event the Court does not approve the overall amount of Defendant's contribution to the Gross

1 Settlement Fund, Defendant within seven (7) days will file with the Court and serve on the
2 Named Plaintiffs and the Class Administrator a notice of whether Defendant elects to treat this
3 settlement as Void *Ab Initio* or to pay a stated, additional amount to obtain Court approval.
4 Any such statement to contribute an additional amount shall be deemed binding on Defendant
5 and incorporated into this Agreement as a required additional payment to the Gross Settlement
6 Fund.

7 78. Settlement Class Release. The Settlement includes a release of Released Claims
8 against the Released Parties. Each Eligible Class Member shall be deemed to have provided a
9 release of Released Claims against the Released Parties pursuant to the terms set forth in
10 Exhibit “C” hereto. The Release shall not be effective until the Effective Date and Defendant’s
11 performance of this Agreement.

12 79. Mutual General Release By Parties Hereto. As of the Effective Date of this
13 Agreement, Defendant, shall fully and finally release Named Plaintiffs and the Lyons Plaintiffs
14 from all claims, demands, rights, liabilities and causes of action of every nature and description
15 whatsoever, known or unknown, asserted or that might have been asserted, whether in tort,
16 contract, or for violation of any state or federal statute, rule or regulation arising out of, relating
17 to, or in connection with any act or omission, committed or omitted during the Class Period,
18 except as limited herein. Upon the Effective Date of this Settlement and Defendant’s
19 performance of this Settlement, Named Plaintiffs and Lyons Plaintiffs shall release Defendant
20 and its parents, directors, and owners from all claims, demands, rights liability, and causes of
21 action of every nature and descriptions whatsoever known or unknown, asserted or that might
22 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule
23 or regulation arising out of, relating to, or in connection with any act or omission, committed or
24 omitted during the Class Period, except as limited herein. Upon the Effective Date of this
25 Settlement and Defendant’s performance of this Settlement, Named Plaintiffs and Lyons
26 Plaintiffs shall release Defendant’s current and former employees from all claims, demands,
27 rights liability, and causes of action of every nature and descriptions whatsoever known or
28 unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of

1 any state or federal statute, rule or regulation arising out of, relating to, or in connection with
2 any act or omission, committed or omitted during the Class Period, related to Named Plaintiffs
3 and Lyons Plaintiffs employment with Defendant, except as limited herein. This additional
4 release includes all known and unknown claims, but excludes any claim that cannot be released
5 as a matter of law (e.g. claims for workers' compensation benefits). As to the general release
6 set forth in this paragraph, Defendant, Named Plaintiffs and Lyons Plaintiffs acknowledge that
7 they have had the opportunity to review and have reviewed California Civil Code section 1542,
8 which provides:

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

15 Being fully informed of this provision of the California Civil Code and understanding
16 its provisions, Defendant, Named Plaintiffs and the Lyons Plaintiffs agree to waive any
17 rights under Section 1542, and acknowledge that this Agreement and the release contained
18 herein extends to all claims that they have or might have against the persons and entities
19 released, including those which are presently unknown to them.

20 80. Amendment of Pleadings: Insofar as the Parties hereto intend the Release herein
21 to encompass the claims alleged in the Complaint and in the Lyons Action, as of the Effective
22 Date, the Revised Second Amended Complaint herein shall be deemed amended to include the
23 claims asserted in the Complaint in the Lyons Action, a copy of which is attached hereto as
24 Exhibit F.

25 81. Allocation of Gross Settlement Amount Among LWDA, Eligible Class
26 Members, Class Counsel, Named Plaintiffs, and Lyons Plaintiffs. The Settlement is non-
27 reversionary, and not be on a "claims made" bases. No portion of the Gross Settlement
28 Amount shall revert to, or become due and payable to, Defendant, or any person or entity other

1 than Eligible Class Members, the Class Administrator, the LWDA, Class Counsel, Named
2 Plaintiffs, and Lyons Plaintiffs. The following is proposed as the allocation of the Gross
3 Settlement Amount for the Court's approval. Except as otherwise provided herein for the
4 Court-approved reimbursement to Class Counsel of costs and expenses and for total amounts
5 owed of \$300 or less, the ratios of the allocation proposed below, assuming Court approval,
6 will govern each distribution of the Gross Settlement Amount.

7 First, one million dollars (\$1,000,000) is allocated to payment to the State of California
8 (LWDA) of the PAGA penalties that are subject to a 75%/25% allocation between,
9 respectively, the State of California (LWDA) and the Settlement Class such that the total
10 PAGA penalty award is \$1,333,333.33. This \$1,000,000 is the LWDA Fund.

11 Second, one hundred and ten thousand dollars (\$110,000) is allocated to payments to
12 the Named Plaintiffs and Lyons Plaintiffs as service awards (for the Named Plaintiffs both in
13 connection with this Settlement and the 2018 partial settlement), reimbursement of out-of-
14 pocket costs and expenses, and additionally as consideration for the mutual general releases
15 with AMC, to be further allocated as follows: a) five hundred dollars (\$500) each Christopher
16 R. Lyons and Amelia Vielguth, the plaintiffs in the Lyons Action; b) thirty-eight thousand
17 dollars (\$38,000) to Plaintiff Helmick, c) thirty-three thousand dollars (\$33,000) to Plaintiff
18 Williams, and d) nineteen thousand dollars (\$19,000) each to Plaintiffs Allison and Poore.
19 These amounts are in addition to such persons' payments as Class Members and shall be
20 reported as 1099 income.

21 Third, reimbursement to Class Counsel of up to \$850,000 of out-of-pocket costs and
22 expenses in connection with this Helmick Action (including, but not limited to any costs arising
23 that may have been claimed in connection with the 2018 partial settlement or the settlement of
24 retaliation claims asserted by Plaintiffs Williams and Helmick) and the Lyons Action.

25 Fourth, Class Counsel fees in the in the amount of \$27,424,615.21 calculated by taking
26 1/3 of the \$4,273,845,63 already paid to Eligible Class Members in the 2018 partial settlement
27 plus the \$78,000,000 required to be paid under this Settlement. See paragraph 44 above. The
28 Parties agree that this Agreement is intended, in part, to resolve claims for attorneys' fees and

costs that otherwise would have be made by Class Counsel associated with the 2018 partial settlement or the settlement of retaliation claims asserted by Plaintiffs Williams and Helmick.

Fifth, Eligible Class Members will receive the \$48,615,384.79 balance, calculated by deducting the forgoing amounts from the seventy-eight million dollars (\$78,000,000). Any Eligible Class Member who has not worked at least one flight duty shift in California during the Class Period will receive sixty dollars (\$60). The allocation among the Eligible Class Members who have worked at least one flight duty shift in California will be as follows. Each such Eligible Class Member shall be assigned a “Settlement Proportion” consisting of their total adjusted W-2 Income for each from AMC during the Class Period as a proportion of such adjusted W-2 Income for all Eligible Class Members, pursuant to the adjustments described below. The final determinations in the 2018 partial settlement of W-2 Income while holding a Class position and of whether the Class Member had entered into an individual settlement agreement in 2014 are deemed conclusive and not subject to further dispute or challenge. For any period after the February 14, 2018 terminal date of the class period in the partial settlement to the present in which the Eligible Class Member was only employed in a Class Member position, his or her final W-2 from AMC for that year shall be conclusive of his or her reported W-2 Income for that year subject to further adjustments described below.

a) Adjustment #1 re W-2 Income only When in Class Position: For any Eligible Class Member who received W-2 Income from AMC in a year based on holding a Settlement Class Member position, on the one hand, and, on the other hand, another position during a distinct part of the year, such as Regional Clinical Manager or Regional Clinical Director, the W-2 Income from AMC credited for that year shall be based on the W-2 Income earned in the Class Member position. Any such determinations made in the context of the partial settlement of which the Court by Order, entered June 1, 2018, gave final approval, shall be deemed conclusive.

b) Adjustment #2 re W-2 Income, to be Weighted Based on Year Earned: W-2 Income will be weighted by calendar years by multiplying the W-2 income by

the following multipliers: 1.0 (2020), 1.1 (2019), 1.2 (2018), 1.3 (2017), 1.4 (2016), 1.5 (2015), 1.6 (2014), 1.7 (2013), 1.8 (2012) , 1.9 (2011), 2.0 (2010), 2.1 (2009).

c) Adjustment #3 for Class Members Not Part of Class Certified Pursuant to November 24, 2015 Order: W-2 Income for Class Members who were first hired for a Class position after January 14, 2016 and therefore are not part of the class certified under the November 24, 2015 Order will be multiplied by 0.9.

d) Adjustment #4 for Flight Crew Home Based at Fort Hunter Liggett: Flight Crew home based at Fort Hunter Liggett will have their W-2 Income multiplied by 0.2.

e) Adjustment #5 for Flight Crew who entered into individual settlement agreements in 2014: Flight Crew who entered into individual settlement agreements in 2014 will have their W-2 Income multiplied by 0.9. The identification of such persons in conjunction with the 2018 partial settlement is deemed conclusive of such status.

Notwithstanding the foregoing, each Eligible Class Member who has worked at least one flight duty shift in California during the Class Period shall receive no less than one hundred (\$100) for each calendar year in which they worked in a Settlement Class Member position since 2009 up to a maximum total of three hundred dollars (\$300).

Interest paid by Defendant and interest earned on the funds deposited in the Qualified Settlement Fund as of the distribution to Eligible Class Members shall be allocated among the recipients of the Gross Settlement Amount in proportion to their settlement payments otherwise and included as part of their settlement payments.

The above described allocation of the Net Settlement Fund to Eligible Class Members shall be unaffected by the addition of Eligible Class Member(s) hired after January 14, 2016 to February 14, 2020, but who was not disclosed in Exhibit A or Exhibit A-1. The payment(s) to such persons as provided in paragraph 74(d) above shall be funded by additional contributions

by Defendant to the Gross Settlement Fund.

Payments to Eligible Class Members shall be net of deductions, withholdings, and taxes as determined by the Class Administrator. The Claims Administrator may accompany payments with a one-page letter that summarizes distributions to date and for the last distribution identifies it as such.

No later than seven (7) days after each distribution of the Eligible Class Member Shares, the Class Administrator shall provide Class Counsel and Defendant's Attorneys a Class Administrator Declaration that for each Eligible Class Member shall state all the following: a) the gross amount of the settlement payment, b) the net amount after withholdings and deductions, c) the Settlement Proportion. The final declaration shall also include this cumulative information for each Eligible Class Member.

82. Taxation and Withholding; Uncashed Settlement Checks.

a) *Allocation.* The Parties agree that 80% of the Net Settlement Fund paid to Eligible Class Members shall be allocated to Form W-2 wages, and 20% to penalties, interest, and other non-wages subject to Form 1099 reporting, and that the same allocations shall apply to each of the Eligible Class Member Shares. This allocation is for purposes of settlement only. The parties agree that payments to the Net Settlement Fund are not, and are not intended to be made as a payment with respect to, a penalty or a punishment of any type or kind for purposes of Internal Revenue Service Code Section 162(f), except that the LWDA Fund is a civil penalty. All payments under the Net Settlement Fund are considered restitution, remediation, or paid to come into compliance with the law. The Class Administrator will pay from the Net Settlement Fund each Eligible Class Member's share of the settlement, employee taxes, deductions, contributions and other amounts required to be paid to government agencies and/or tax authorities, which amounts then shall be paid by the Class Administrator from the QSF. Defendant is responsible for payment of all employer payroll taxes (including but not limited to payroll

1 taxes) and its own share of withholdings, fees, deductions, contributions and
2 other amounts to be paid to government agencies and/or tax authorities. The
3 Class Administrator shall also advise Defendant as to the amounts that
4 Defendant is required to remit in terms of employer payroll taxes and its own
5 shares of other taxes, deductions, fees, contributions and other amounts
6 required to be paid to government agencies and/or tax authorities. The
7 payment of such taxes, deductions, contributions and other amounts shall be
8 calculated based upon Defendant's reasonably available records. The Class
9 Administrator shall provide reasonable notice to Defendant's Counsel of any
10 records required for purposes of computing taxes, deductions, contributions
11 and other amounts, and Defendant shall undertake reasonable efforts to
12 provide the Class Administrator with same. Based on the Class
13 Administrator's calculations, Defendant shall deposit, as the Class
14 Administrator requires for payment pursuant to the installment payment
15 schedule set forth in this Agreement, into the Gross Settlement Fund such
16 additional amounts necessary for the Class Administrator to pay Defendant's
17 shares of taxes, deductions, contributions, fees, withholdings, and other
18 amounts required to be paid to government agencies and/or tax authorities.
19 The Class Administrator shall provide, as appropriate, an IRS Form W-2 and
20 Form 1099, and any other tax documentation required by law, to each Eligible
21 Class Member payee, Named Plaintiff, Lyons Plaintiff, and each law firm
22 serving as Class Counsel.

- 23 b) The Claims Administrator shall be solely responsible for: (i) complying with
24 the reporting and any payment obligations imposed by Treasury Regulation
25 § 1.468B-2(l)(2) on the QSF (as well as the reporting and any payment
26 obligations to state and local tax authorities with respect to the Fund);
27 (ii) paying any tax imposed on the QSF pursuant to Treasury Regulation
28 § 1.468B-2(a) and other applicable provisions of Federal, state or local law

1 imposing tax on the Fund; and (iii) preparing, filing, and issuing any required
2 tax forms related to payments under this Settlement.

3 c) *Circular 230 Disclaimer.* Each of the Parties hereto acknowledges and agrees
4 that (1) no provision of this Agreement, and no written communication or
5 disclosure between or among the Parties hereto or their counsel and other
6 advisers is or was intended to be, nor shall any such communication or
7 disclosure constitute or be construed or be relied upon as, tax advice within
8 the meaning of United States Treasury Circular 230 (31 CFR part 10, as
9 amended); (2) each Party hereto (a) has relied exclusively upon his, her or its
10 own, independent legal and tax advisors for advice (including tax advice) in
11 connection with this Agreement, (b) has not entered into this Agreement based
12 upon the recommendation of any other Party hereto or any Counsel or advisor
13 to any other Party hereto, and (c) is not entitled to rely upon any
14 communication or disclosure by any other Counsel or advisor to any other
15 Party hereto to avoid any tax penalty that may be imposed on that Party
16 hereto; and (3) no attorney or advisor to any other Party hereto has imposed
17 any limitation that protects the confidentiality of any such attorney's or
18 advisor's tax strategies (regardless of whether such limitation is legally
19 binding) upon disclosure by the Party hereto of the tax treatment or tax
20 structure of any transaction, including any transaction contemplated by this
21 Agreement. Neither Class Counsel nor Defendant or its Counsel are
22 responsible for providing tax or financial advice, and Class Members are
23 advised to seek independent professional advice as to the tax or financial
24 consequences of any payment they receive, or may receive, as Class
25 Members.

26 d) *No Effect on Employee Benefits.* The Eligible Class Member Shares shall be
27 deemed not to be pensionable earnings and shall not have any effect on the
28 eligibility for, or calculation of, any employee benefits (e.g., vacations,

1 holiday pay, retirement plans, etc.) of the Eligible Class Members. The
2 Parties hereto agree that any monetary settlement payments to such Eligible
3 Class Members do not represent any modification of their previously credited
4 hours of service or other eligibility criteria under any employee pension
5 benefit plan or employee welfare benefit plan sponsored by the Released
6 Parties. Any amounts paid pursuant to this Agreement, shall not be
7 considered “compensation” in any year for purposes of determining eligibility
8 for, or benefit accrual within, an employee pension benefit plan or employee
9 welfare benefit plan sponsored by the Released Parties.

10 e) *Check Expiration / Refunds.* The expiration date of any instruments of
11 payment (such as checks) issued by the Class Administrator to Eligible Class
12 Members will be one hundred eighty (180) days from the date such
13 instruments are issued. The amount of any instruments of payment that are
14 not cashed, reissued, and/or otherwise negotiated by Eligible Class Members
15 within one hundred eighty (180) calendar days of the date of mailing of the
16 settlement checks or which are then undeliverable, shall escheat to the
17 Comptroller of the State of California. Within two hundred ten (210) days
18 after the date of mailing of the settlement checks and no later than ten (10)
19 days before the date the Court schedules a compliance hearing, the Class
20 Administrator shall provide to Class Counsel and Defendants’ Counsel a Class
21 Administrator Declaration signed under penalty of perjury that it has mailed
22 the settlement checks to Eligible Class Members and caused the amounts of
23 any uncashed settlement checks to escheat to the State Comptroller of the
24 State of California.

25 f) After all payments provided for herein, if any funds remain undisbursed, such
26 as accrual of interest after the disbursements to Eligible Class Members, the
27 Class Administrator shall pay such funds pursuant to California Code of Civil
28 Procedure § 384(b)(3) as follows: The Code Green Campaign, P.O. Box

15365, Spokane, Washington 99215, as a *cy pres beneficiary* or, if not approved, such other *cy pres beneficiary* as the Named Plaintiffs may propose and the Court approves. By their signatures below, Class Counsel, Defendant's Counsel, Named Plaintiffs, the Lyons Plaintiffs, and Defendant represent to the Court that the signatory does not have any financial interest in the *cy pres beneficiary* nor does it hold any officer, director or executive position with the *cy pres beneficiary*.

83. Defendant's Payment of the Gross Settlement Amount and Distributions of Net Settlement Fund. Upon entry of the Preliminary Approval Order, the Claims Administrator shall forthwith establish all financial accounts necessary to establish the Qualified Settlement Fund, and shall promptly notify Defendant's Counsel and Class Counsel by email and U.S. Mail that such accounts have been established and of the payment details necessary to fund the Qualified Settlement Fund.

84. Defendant's payments hereunder shall be in three installments, with the first installment's being in the amount of no less than forty million dollars (\$40,000,000.00) and the second and third installment's each being in the amount of no less than nineteen million dollars (\$19,000,000.00), except as prepaid in accordance with paragraph 90. In addition to these amounts, each installment shall include such additional funds as necessary to pay Class Members not identified in Exhibit A or Exhibit A-1 as set forth in paragraph 74(d), accrued and unpaid interest, Defendant's portion of withholdings, contributions, deductions, taxes, fees and any other amounts due to government agencies and/or tax authorities in relation to any payments pursuant to this Agreement, and Court approved costs of settlement administration, all as requested by the Class Administrator as provided above. Within seven (7) days of entry of the Final Approval Order or such other date as the Court orders, Defendant forthwith shall deposit with the Class Administrator funds that are reasonable and necessary to pay for Class Administration Costs.

85. Time is of the essence for each payment by Defendant set forth in this

1 Agreement. If Defendant fails to make a complete and timely deposit of any installment
2 required under paragraphs 83 and 87, within five (5) business days of the due dates set forth
3 therein, the entire unpaid balance owed under those paragraphs shall become immediately due
4 and payable in full and the annual interest rate of ten percent (10%) shall apply as provided in
5 paragraph 89, which interest rate shall be unaffected by the acceptance thereafter of a partial
6 payment.

7 86. The apportionment of each distribution of the Gross Settlement Amount shall be
8 as follows, assuming Court approval. From the first distribution, Class Counsel will be paid all
9 out-of-pocket costs and expenses that have been approved by the Court. Any additional costs
10 and expenses that the Court approves for payment to Class Counsel after the first distribution
11 shall be paid in their entirety from the next distribution. Second, as a matter of administrative
12 convenience, the Class Administrator may, but is not required to, pay in its entirety the total
13 amount owed to an Eligible Class Member, if that Class Member is then owed three hundred
14 dollars (\$300) or less. Otherwise the balance of the Gross Settlement Amount to be distributed
15 to Eligible Class Members, the LWDA, Class Counsel (for fees), the Named Plaintiffs and
16 Lyons Plaintiffs shall be distributed according to the ratios set forth in paragraph 81 above,
17 assuming Court approval.

18 87. Within no later than seven (7) days after entry of the Final Approval, even if
19 before the Effective Date, Defendant shall deposit with the Class Administrator into the QSF
20 fund the first of the three installments. Within five (5) days after the Effective Date, the Class
21 Administrator shall distribute that part of the first installment constituting the Gross Settlement
22 Amount as provided in paragraph 84. Defendant shall deposit the second of Defendant's three
23 installments into the QSF fund no later than the earlier of one year after the first installment is
24 due or October 1, 2021, and the third of three installments no later than the earlier of one year
25 after the second installment is due or March 11, 2022; provided, however, that if prior to
26 March 1, 2022, Defendant's existing revolving credit facility in the amount of \$125 million is
27 extended or refinanced or replaced, pursuant to written agreement with a revolving credit
28 facility such that the termination date or final maturity of such facility is no earlier than one

1 year from its current due date, as of the day this Agreement is fully executed (currently April
2 2022), then the deadline for the third installment shall be extended to the earlier of nine months
3 from when the third installment would otherwise be due under this paragraph paid or
4 December 2 2022. Within five (5) days after each said deposit, the Class Administrator will
5 distribute that part of the deposit constituting the Gross Settlement Amount as provided above.
6 During the term of this Agreement, Ascribe Capital LLC, through the funds it advises, shall not
7 purchase any debt, equity, interest, or property of Air Methods.

8 88. The Class Administrator shall promptly notify Class Counsel and Defendant's
9 Counsel by email and U.S. mail that each such disbursement has been made and, no later than
10 seven (7) days after each distribution of Class Member Shares provide a Class Administrator
11 Declaration confirming such. On the Class Administrator's request, but no earlier than Final
12 Approval of this Agreement, Defendant forthwith shall deposit with the Class Administrator
13 into the QSF such funds as the Class Administrator determines are necessary for the Class
14 Administrator to pay Defendant's taxes (including but not limited to payroll taxes), fees,
15 contributions, withholdings, deductions, and any other amounts due to government agencies
16 and/or tax authorities in relation to any payments pursuant to this Agreement, as provided
17 herein.

18 89. Interest: Starting eight (8) days after the Final Approval Order even if before
19 the Effective Date, interest shall accrue on the unpaid balance of the \$78,000,000 and any
20 increase in the Gross Settlement Amount as provided in paragraph 74(d) that Defendant has not
21 deposited with the Class Administrator by Defendant at the annual rate of ten (10%) percent,
22 which interest rate shall be adjusted to seven (7%) percent only if Defendant timely and
23 completely make all deposits, whether of principal or interest, subject to a five (5) business day
24 cure period. Interest accrued shall be added to the amount of the deposit and paid at the same
25 time. The following hypotheticals, which assume full payment over three installments and no
26 early payments, are intended to show how this provision works insofar as interest payment:

27 By way of example: Example 1: Assume AMC timely and completely pays the first and
28 second installments but pays the third installment the day after the end of the grace

period for that installment. Regarding the first installment, no interest accrues. Regarding the second installment, Defendant includes payment of interest accruing at the seven (7%) percent rate. Regarding the third installment, Defendant includes payment of interest as if the ten (10%) percent rate had applied throughout the interest accrual period and thereafter the ten (10%) percent rate continues to apply, regardless of AMC's further payments. This would involve an increase of 3% interest for the period where the 7% interest rate was applied before AMC's payment default.

Example 2: Assume AMC timely and completely pays each installment. AMC pays a 7% interest rate on the unpaid balance.

90. Early Payment: Notwithstanding the forgoing, Defendant without penalty may pre-pay any portion of the installments pursuant to paragraph 82. As long as the amount of the early payment is at least five million dollars (\$5,000,000) or the balance owed for any remaining installment, whichever is less (the "Minimum Optional Prepayment"), the Class Administrator within five (5) days shall distribute that part corresponding to the Gross Settlement Amount as provided in paragraph 87 and Defendant's said deposit shall cease the further accrual of interest owed by Defendant as to the amount deposited. However, if the amount deposited is less than the Minimum Optional Prepayment and also less than the balance owed for the next of the three deposits, the Class Administrator shall hold said amounts until Defendant's deposits surpass that threshold and the amounts so held by the Class Administrator will continue to accrue interest owed by Defendant as if they had not been deposited with the Class Administrator. A partial repayment shall not relieve Defendant of making the remaining balance of the payment of the next installment owed on time. As part of Defendant's responsibility for costs of settlement administration, Defendant shall be responsible for all reasonable costs of settlement administration relating to increase in the number of deposits or distributions beyond the three outlined above, which additional costs shall be deposited into the QSF fund on request by the Class Administrator.

91. Any payment under this Settlement designated for an Eligible Class Member who become deceased shall be made to his or her proper successor as determined by the Class

1 Administrator upon submission of proper adequate corroboration, which determination shall be
2 deemed final and conclusive.

3 92. The Class Administrator shall refund to Defendant the above-described
4 payments in the event the Settlement becomes Void *Ab Initio* as provided herein or does not
5 obtain Final Approval. Before making such refund, the Class Administrator shall notify Class
6 Counsel and Defendant's Counsel by letter and email of its intention to do so. Unless within
7 three (3) business days, Class Counsel provides written notice to the Class Administrator and
8 Defendant's Counsel that Plaintiffs object to the refund and the Named Plaintiffs file with the
9 Court and serve on Defendant and the Class Administrator within seven (7) days of the Class
10 Administrator's notice of intent to object to the refund, the Class Administrator shall promptly
11 effect the refund. The Named Plaintiffs may also waive any objection to refund and thereby
12 accelerate when the refund can occur by written notice to the Class Administrator and
13 Defendant's Counsel. If the Named Plaintiffs timely file and serve an objection to the refund,
14 the Class Administrator shall not make the refund until the Court rules on the objection.

15 93. Fee, Service, and Cost/Expense Reimbursement Awards. For purposes of the fee
16 and service awards and cost/expense reimbursement provided in this paragraph, the Named
17 Plaintiffs are the prevailing party on all claims, including those alleged at any time in this
18 Action, those the subject of the 2018 partial settlement, those alleged in the Lyons Action,
19 those settled in this Agreement, and the retaliation claims of Plaintiffs Helmick and Williams
20 settled in 2019. Defendant agrees that Class Counsel/Plaintiffs' counsel are entitled to
21 reasonable fees, costs (statutory and non-statutory), and expenses relating to all such claims, in
22 amounts to be determined by the Court and to be paid from the funds deposited by Defendant
23 into the Gross Settlement Fund. Defendant further agrees that the Named Plaintiffs, as Class
24 Representatives, are entitled to reasonable Service Awards in connection with the claims settled
25 herein and those previously settled in the partial settlement that the Court approved by June 1,
26 2018 Order, in amounts to be determined by the Court and to be paid from funds deposited by
27 Defendant into the Gross Settlement Fund. Defendant will not challenge or object to any
28 application for a fee award, service award, or reimbursement for costs/expenses based on Class

Counsels' or the Named Plaintiffs' entitlement to the awards. Named Plaintiffs agree that any service award shall come out of the Gross Settlement Amount and that no further amount shall be owed by Defendant. Class Counsel agree that any fees and costs paid under this Agreement for resolution of claims, the 2018 partial settlement and the resolution of Plaintiffs Williams and Helmick's retaliation claims shall come out of the Gross Settlement Amount and that no further amount shall be owed by Defendant.

94. Defendant will not object to request(s) for payments to the Named Plaintiffs and Lyons Plaintiffs up to the amounts set forth in paragraph 81. Defendant will not object to request(s) for reimbursement to Class Counsel of costs/expenses up to \$850,000. Defendant will not object to request(s) for fee awards to Class Counsel up to one-third (1/3) of the value of the monetary and other relief obtained pursuant to the filing of this Action or the Lyons Action or under this Agreement and the partial settlement that the Court approved by Order, entered June 1, 2018.

95. Notwithstanding the foregoing, the payments to Class Counsel are not intended to cover fees, costs, or expenses relating to enforcement of Defendant's payment obligations hereunder if breached by Defendant or enforcement of the permanent injunctive relief ordered herein if Defendant violates any such relief.

96. The procedure for payment of such awards that come out of the Gross Settlement Amount via the Gross Settlement Fund shall involve direct payment by the Settlement Administrator to Class Counsel, the Named Plaintiffs, and the Lyons Plaintiffs. At Class Counsel's request, the Settlement Administrator shall pay any award to Class Counsel by check or by wire transfer, without charge, into such financial institution accounts as Class Counsel direct. The payment of any award to Class Counsel shall be allocated between the firms serving as Class Counsel as Class Counsel jointly direct the Settlement Administrator. Otherwise the payment shall be by joint check payable to all firms acting as Class Counsel. The Settlement Administrator shall treat Class Counsel's financial institution and tax identification information as confidential under the stipulated Protective Order entered in this proceeding and shall not disclose or use it for any purpose unrelated to payment of any award

1 to Class Counsel and tax reporting regarding same.

2 97. Cooperation and Reasonable Modifications. The Parties hereto pledge their
3 good faith and fair dealing in supporting the approval of this Settlement by the Court. The
4 Parties hereto and their respective counsel will cooperate reasonably and in good faith for the
5 purpose of achieving occurrence of the conditions set forth in this Agreement, including
6 without limitation, timely filing of all motions, papers and evidence necessary to do so, and
7 refraining from causing or encouraging directly or indirectly the submission of any objection to
8 this Agreement, the submission of any Class Member Objection or Opt-Out Request, or any
9 appeal or petition for writ proceedings seeking review of any order or judgment contemplated
10 by the Settlement. This Agreement contemplates that the Court and the Parties hereto may
11 make reasonable modifications to the Agreement in order to affect its essential terms and to
12 obtain Preliminary Approval and Final Approval. Such modifications shall not render this
13 Agreement Void *Ab Initio*, but rather the Parties hereto shall stipulate to such reasonable
14 modifications and take all necessary steps to give them effect. Any failure of any Party hereto,
15 Defense Counsel, and/or Class Counsel to comply with any obligation, covenant, agreement, or
16 condition of this Agreement may be expressly waived in writing, to the extent permitted under
17 applicable law, by the Party hereto or Parties hereto and their respective Counsel entitled to the
18 benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist
19 upon strict compliance with any representation, warranty, covenant, agreement, or condition
20 shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

21 98. Warranty of Authority. The undersigned each represent and warrant that each
22 has authority to enter into this Settlement, and that by doing so they are not in breach or
23 violation of any agreement with any third parties. The parties, however, recognize that this
24 Agreement is subject to Court approval.

25 99. Other Actions Enjoined. Defendant shall have the right to request, and Named
26 Plaintiffs will not oppose, that the Court enter an order that pending Final Approval, Class
27 Members who do not submit Opt-Out Requests are barred from instituting or prosecuting any
28 claims or actions against the Released Parties which fall within the definition of the Released

1 Claims and that any pending actions against the Released Parties, whether in court or
2 arbitration, are stayed on an interim basis only as to any claims which fall within the definition
3 of the Released Claims.

4 100. Retaliation Permanently Enjoined. The Court shall enter a permanent injunction
5 barring Defendant from retaliating against Class Members for participating in this Action,
6 settlement opting out of the settlement or objecting to the settlement.

7 101. Changes in Work Rules: The Court shall enter a permanent injunction that, as of
8 the Effective Date, permanently enjoins Defendant as follows with respect to Class Members or
9 other Flight Crew whom it currently or in the future employs in California:

10 a) AMC will provide meal and rest periods and pay premium wages for missed
11 meal and rest periods as defined by California law. This is without prejudice to
12 AMC's entry into on-duty meal period agreements or obtaining relief from the
13 DLSE insofar as meal or rest period obligations, and without prejudice to
14 whatever legal challenge, if any, that might be brought against such agreements
15 or application for relief. The payment of meal period or rest period premium for
16 a meal period that is not provided or a rest period that is not permitted or
17 authorized, shall not be deemed a violation of the injunction.

18 b) AMC will calculate the regular rate of pay for overtime purposes to include
19 bonuses and stipends as required by California law. This permanent injunctive
20 relief as to this subpart 'b' will become null and void during such period that
21 Flight Crew are unionized and Defendant qualifies for the exemption under
22 Wage Order 9-2001, § 1(E) (2001)

23 c) AMC will treat all Flight Crew work as eligible for daily overtime under
24 California law. All Flight Crew work hours of which AMC has notice will be
25 counted to determine whether daily overtime will be paid and AMC will not rely
26 on Wage Order 9-2001, § 3(K) to classify Flight Crew as exempt from daily
27 overtime. The permanent injunctive relief as to this subparagraph 'c' will
28

become null and void during such period that Flight Crew are unionized and Defendant qualifies for the exemption under Wage Order 9-2001, § 1(E) (2001).

d) AMC will not reduce the base hourly pay of a Class Member below that currently paid insofar as he or she continues to occupy the position of a Flight Crew member employed by Defendant in California. Newly hired California Flight Paramedics and California Flight Nurses will have a base hourly pay no less than the lowest base hourly pay of, respectively, California Flight Paramedics and California Flight Nurses as of May 12, 2020. Separately, the minimum base hourly rate for California Flight Paramedics or California Flight Nurses, in the permanent injunction as to this subparagraph (d), may be correspondingly reduced to the extent the lowest base hourly rate of pay paid to Flight Paramedics or Flight Nurses become more than 5% greater than the average hourly rate of pay paid to, respectively, Flight Paramedics or Flight Nurses California market as set forth in a report published by Mercer. Flight Nurse and Flight Paramedic pay shall be separately assessed for purposes of this adjustment to the minimum base hourly pay.

e) AMC will maintain time and pay records in accordance with California law that accurately state daily and weekly overtime hours worked; applicable overtime rates; when meal periods were taken by Flight Crew; any premium wages paid to Flight Crew for missed meal or rest periods; and the rate of premium wage payments. AMC promptly shall produce such records, in accordance with California law, to Flight Crew or their representative on request without charge. Such records shall be retained for no less than four years.

f) AMC will provide Flight Crew with itemized pay statements in accordance with California law that accurately state overtime hours worked, applicable overtime rates, the number of hours of meal and rest period premium pay paid, the hourly rate of premium wage payments and meal and rest period premium wages paid

1 for Flight Crew. AMC shall retain for no less than four years copies of its
2 itemized pay statements for Flight Crew and shall promptly produce such
3 records to Flight Crew or their representative on request without charge.
4

5 102. Enforcement. This Agreement is enforceable pursuant to California Rule of
6 Court 3.769(h). The Parties hereto agree that upon the occurrence of the Effective Date, this
7 Agreement shall be permanently enforceable by the Court and the Court shall retain exclusive
8 jurisdiction over the Parties and the Class Members to enforce the terms, conditions and
9 obligations of the Agreement, including after entry of Judgment, without affecting the finality
10 of the Settlement or Judgment entered, and that this Court be deemed the exclusive forum
11 concerning the enforcement and interpretation of this Agreement.
12

13 103. No Removal: The Parties stipulate that no party will seek to remove this Action
14 to the U.S. District Court or have this Action transferred to another Court and that the Court
15 may enter an injunction confirming such upon execution of this Agreement.
16

17 104. Notices to Counsel. All notices, requests, demands and other communications
18 required or permitted to be given pursuant to this Agreement shall be in writing and shall be
19 delivered personally or mailed, postage prepaid, by first-class United States mail, to counsel for
20 the undersigned persons at their respective addresses set forth in the caption of this Settlement
21 Agreement or to such other location as provided pursuant to written notice, except insofar as it
22 is provided herein that email notice be also provided or e-mail notice is authorized for the
23 notice.
24

25 105. Entire Agreement. This Agreement embodies the entire agreement of all the
26 Parties hereto who have executed it and supersedes any and all other agreements,
27 understandings, negotiations, or discussions, either oral or in writing, express or implied. The
28 Parties hereto to this Agreement each acknowledge that no representations, inducements,
promises, agreements or warranties, oral or otherwise, have been made by them, or anyone
acting on their behalf, which are not embodied in this Agreement; that they have not executed

1 this Agreement in reliance on any representation, inducement, promise, agreements, warranty,
2 fact or circumstances, not expressly set forth in this Agreement; and that no representation,
3 inducement, promise, agreement or warranty not contained in this Agreement including, but not
4 limited to, any purported settlements, modifications, waivers or terminations of this Agreement,
5 shall be valid or binding, unless executed in writing by all of the Parties hereto to this
6 Agreement. This Agreement may be amended, and any provision herein waived, but only in
7 writing, signed by the Party against whom such an amendment or waiver is sought to be
8 enforced.

9 106. Counterparts. This Agreement may be executed in counterparts by way of true
10 and correct copies (including pdf's or other electronic images) of signatures, each of which
11 shall have the same force and effect as an original, and all of which together shall constitute
12 one and the same instrument.

13 It is so agreed.

14
15 DATE: 06 / 25 / 2020

williamloyd helmick

WILLIAM LOYD HELMICK
PLAINTIFF AND CLASS REPRESENTATIVE
(Helmick Action)

16
17
18
19 DATE: 06 / 25 / 2020



SHANE WILLIAMS
PLAINTIFF AND CLASS REPRESENTATIVE
(Helmick Action)

20
21
22 DATE: 06 / 25 / 2020



MATTHEW A. POORE
PLAINTIFF AND CLASS REPRESENTATIVE
(Helmick Action)


23
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25
26 DATE: 06 / 25 / 2020



TIMOTHY J. ALLISON
PLAINTIFF AND CLASS REPRESENTATIVE
(Helmick Action)


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DATE: 06 / 25 / 2020



CHRISTOPHER R. LYONS
PLAINTIFF (Lyons Action)

DATE: 06 / 25 / 2020



AMELIA G. VIELGUTH
PLAINTIFF (Lyons Action)

DATE: _____

[NAME], [TITLE]
For Defendant AIR METHODS
CORPORATION, in his/her capacity as its

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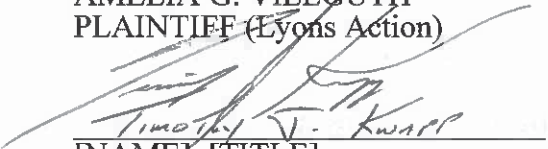
DATE: _____

CHRISTOPHER R. LYONS
PLAINTIFF (Lyons Action)

DATE: _____

AMELIA G. VIELGUTH
PLAINTIFF (Lyons Action)

DATE: June 24, 2020



[NAME], [TITLE]
For Defendant AIR METHODS
CORPORATION, in his/her capacity as its

General Counsel, Air Methods Corp.

//
//
//

1 APPROVED AS TO FORM AND CONTENT:

2 LAW OFFICES OF JAMES M. SITKIN

3 DATE: June 25, 2020



JAMES M. SITKIN

Attorney for Plaintiffs

Plaintiffs WILLIAM LOYD HELMICK,
SHANE WILLIAMS, MATTHEW A. POORE,
and TIMOTHY J. ALLISON, and the
CERTIFIED CLASS

8 SCHNEIDER WALLACE COTTRELL
KONECKY LLP



9 DATE: June 25, 2020

JOSHUA KONECKY

Attorneys for Plaintiffs

Plaintiffs WILLIAM LOYD HELMICK,
SHANE WILLIAMS, MATTHEW A. POORE,
and TIMOTHY J. ALLISON, and the
CERTIFIED CLASS

14 FISHER & PHILLIPS LLP

15 DATE: _____

16 _____
LONNIE D. GIAMELA

CHRISTOPHER M. AHEARN

SEAN T. KINGSTON

Attorneys for Defendant AIR METHODS
CORPORATION

APPROVED AS TO FORM AND CONTENT:

LAW OFFICES OF JAMES M. SITKIN

DATE: _____

JAMES M. SITKIN
Attorney for Plaintiffs
Plaintiffs WILLIAM LOYD HELMICK,
SHANE WILLIAMS, MATTHEW A. POORE,
and TIMOTHY J. ALLISON, and the
CERTIFIED CLASS

SCHNEIDER WALLACE COTTRELL
KONECKY LLP

DATE: _____

JOSHUA KONECKY
Attorneys for Plaintiffs
Plaintiffs WILLIAM LOYD HELMICK,
SHANE WILLIAMS, MATTHEW A. POORE,
and TIMOTHY J. ALLISON, and the
CERTIFIED CLASS

FISHER & PHILLIPS LLP

DATE: June 26, 2020



LONNIE D. GIAMELA
CHRISTOPHER M. AHEARN
SEAN T. KINGSTON
Attorneys for Defendant AIR METHODS
CORPORATION

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EXHIBIT A
CLASS LIST HIRED DURING JANUARY 14, 2016-FEBRUARY 14, 2020

EMPID	Effective Date	Job Change Reason	Location	Job	Pay Group	Original Hire Date	Termination Date	Hourly Pay Rate
19008	02/29/2016	New hire	CA Fullerton 5004	Flight Paramedic II	Med Crew	2/29/2016	12/2/2016	24.0000
19174	04/18/2016	New hire	CA Hesperia 5022	Flight Paramedic I	Med Crew	4/18/2016		19.5000
19182	04/18/2016	New hire	CA Fullerton 5004	Flight Nurse I	Med Crew	4/18/2016	12/9/2016	31.5000
19222	05/02/2016	New hire	CA Fullerton 5004	Flight Paramedic I	Med Crew	5/2/2016	5/11/2019	21.0000
19245	05/02/2016	New hire	CA Ft Hunter Liggett 5020	Flight Nurse II	Med Crew	5/2/2016		34.8200
19389	06/06/2016	New hire	CA Livermore 5054	Flight Paramedic I	Med Crew	6/6/2016	8/23/2016	24.5000
19397	06/06/2016	New hire	CA Livermore 5054	Flight Paramedic II	Med Crew	6/6/2016	9/1/2017	24.9000
19408	06/06/2016	New hire	CA Livermore 5054	Flight Nurse II	Med Crew	6/6/2016	5/4/2018	36.3000
19411	06/06/2016	New hire	CA Livermore 5054	Flight Paramedic I	Med Crew	6/6/2016	8/2/2017	22.0000
19556	07/11/2016	New hire	CA Thermal 5018	Flight Nurse I	Med Crew	7/11/2016	5/1/2017	30.0000
19566	07/11/2016	New hire	CA El Cajon 5006	Flight Nurse II	Med Crew	7/11/2016	1/26/2017	34.5000
19567	07/11/2016	New hire	CA Hemet 5003	Flight Nurse II	Med Crew	7/11/2016		33.0000
19581	07/18/2016	New hire	CA Thermal 5018	Flight Nurse I	Med Crew	7/18/2016	2/5/2018	30.0000
19667	08/01/2016	New hire	CA Livermore 5054	Flight Nurse I	Med Crew	8/1/2016	11/3/2016	34.5000
19673	08/01/2016	New hire	CA Livermore 5054	Flight Paramedic II	Med Crew	8/1/2016	10/17/2017	25.0000
19732	08/15/2016	Data Correction	CA Mojave 5014	Flight Paramedic I	Med Crew	8/15/2016	11/26/2016	22.0000
19818	09/12/2016	New hire	CA Livermore 5054	Flight Nurse I	Med Crew	9/12/2016	8/26/2018	36.3000
19820	09/12/2016	New hire	CA Modesto 5050	Flight Nurse I	Med Crew	9/12/2016	3/23/2017	35.0000
19894	10/03/2016	New hire	CA Montague 5055	Flight Paramedic I	Med Crew	10/3/2016	7/31/2017	26.0000
19975	10/17/2016	Data Correction	CA Modesto 5050	Flight Nurse I	Med Crew	10/17/2016	5/30/2017	35.0000
19987	10/17/2016	New hire	CA Hemet 5003	Flight Paramedic I	Med Crew	10/17/2016		25.1900
20035	11/07/2016	New hire	CA Thermal 5018	Flight Nurse I	Med Crew	11/7/2016	5/11/2017	30.0000
20039	11/07/2016	New hire	CA Livermore 5054	Flight Paramedic I	Med Crew	11/7/2016	3/1/2018	23.5000
20047	11/07/2016	New hire	CA Thermal 5018	Flight Nurse I	Med Crew	11/7/2016	11/16/2018	30.0000
20048	11/07/2016	New hire	CA Hesperia 5022	Flight Paramedic I	Med Crew	11/7/2016		22.0000
20098	12/05/2016	New hire	CA Victorville 5002	Flight Nurse I	Med Crew	12/5/2016	3/9/2019	32.0000
20102	12/05/2016	New hire	CA Mojave 5014	Flight Nurse I	Med Crew	12/5/2016	10/26/2018	32.7500
20104	12/05/2016	New hire	CA Montague 5055	Flight Nurse I	Med Crew	12/5/2016	5/31/2017	33.0000
20108	12/05/2016	New hire	CA Montague 5055	Flight Paramedic I	Med Crew	12/5/2016	5/10/2018	25.1500
20189	01/09/2017	New hire	CA Montague 5055	Flight Paramedic I	Med Crew	1/9/2017	2/4/2018	25.1500
20191	01/09/2017	New hire	CA Atwater 5050	Flight Paramedic I	Med Crew	1/9/2017	8/8/2017	23.5000
20192	01/09/2017	New hire	CA Montague 5055	Flight Paramedic I	Med Crew	1/9/2017	3/27/2017	25.1500
20197	01/09/2017	New hire	CA Mojave 5014	Flight Nurse I	Med Crew	1/9/2017		33.0000
20263	02/03/2017	New hire	CA Atwater 5050	Flight Nurse I	Med Crew	2/3/2017	12/29/2017	35.0000
20335	02/24/2017	New hire	CA Victorville 5002	Flight Nurse I	Med Crew	2/24/2017	11/2/2018	33.0000

20342	02/24/2017	New hire	CA Livermore 5054	Flight Paramedic I	Med Crew	2/24/2017	9/2/2017	23.5000
20367	03/10/2017	New hire	CA Montague 5055	Flight Nurse I	Med Crew	3/10/2017	2/19/2018	33.0000
20375	03/10/2017	New hire	CA Ft Hunter Liggett 5020	Flight Nurse I	Med Crew	3/10/2017		39.9600
20524	04/28/2017	New hire	CA Montague 5055	Flight Paramedic I	Med Crew	4/28/2017	9/16/2017	23.5000
20623	06/02/2017	New hire	CA Thermal 5018	Flight Nurse I	Med Crew	6/2/2017		30.5000
20685	06/02/2017	New hire	CA Thermal 5018	Flight Nurse I	Med Crew	6/2/2017	11/22/2017	31.0000
20750	06/16/2017	New hire	CA Montague 5055	Flight Nurse I	Med Crew	6/16/2017	8/25/2018	33.5000
20789	07/07/2017	New hire	CA El Cajon 5006	Flight Nurse I	Med Crew	7/7/2017	5/16/2019	35.4000
20826	07/07/2017	New hire	CA Thermal 5018	Flight Paramedic I	Med Crew	7/7/2017		23.0000
20922	08/18/2017	New hire	CA Hesperia 5022	Flight Paramedic I	Med Crew	8/18/2017	12/31/2019	22.0000
20924	08/04/2017	New hire	CA Hesperia 5022	Flight Nurse I	Med Crew	8/4/2017	10/15/2018	32.0000
20926	08/04/2017	New hire	CA Hemet 5003	Flight Nurse I	Med Crew	8/4/2017		33.0000
20931	08/04/2017	New hire	CA Hesperia 5022	Flight Paramedic I	Med Crew	8/4/2017	4/12/2019	22.0000
20979	08/04/2017	Data Correction	CA El Cajon 5006	Flight Nurse I	Med Crew	8/4/2017		33.0000
21014	08/04/2017	Data Correction	CA Montague 5055	Flight Nurse I	Med Crew	8/4/2017	8/10/2018	35.0000
21285	10/20/2017	New hire	CA Victorville 5002	Flight Nurse I	Med Crew	10/20/2017	12/31/2019	34.5000
21294	11/03/2017	New hire	CA Thermal 5018	Flight Nurse I	Med Crew	11/3/2017	8/29/2018	30.0000
21388	12/01/2017	Data Correction	CA Big Bear 5030	Flight Paramedic I	Med Crew	12/1/2017	5/23/2018	23.5000
21392	12/01/2017	Data Correction	CA Big Bear 5030	Flight Nurse I	Med Crew	12/1/2017		31.0000
21394	12/01/2017	Data Correction	CA Homebased	Flight Nurse I	Med Crew	12/1/2017	12/31/2019	32.0000
21579	01/19/2018	New hire	CA Montague 5055	Flight Paramedic I	Med Crew	1/19/2018	7/16/2018	25.0000
21626	02/02/2018	New hire	CA Thermal 5018	Flight Paramedic I	Med Crew	2/2/2018		23.0000
21633	02/02/2018	New hire	CA Thermal 5018	Flight Paramedic I	Med Crew	2/2/2018		22.0000
21709	03/02/2018	New hire	CA Thermal 5018	Flight Nurse I	Med Crew	3/2/2018		31.0000
21767	03/16/2018	Data Correction	CA El Centro 5027	Flight Nurse I	Med Crew	3/16/2018		32.6800
21792	03/30/2018	New hire	CA Mojave 5014	Flight Nurse I	Med Crew	3/30/2018		32.5000
21851	04/13/2018	New hire	CA El Cajon 5006	Flight Paramedic I	Med Crew	4/13/2018	4/23/2019	22.6700
21867	04/13/2018	New hire	CA El Centro 5027	Flight Paramedic I	Med Crew	4/13/2018		25.0000
21870	04/13/2018	New hire	CA Oceanside 5005	Flight Paramedic I	Med Crew	4/13/2018		22.6700
21904	04/27/2018	New hire	CA El Centro 5027	Flight Paramedic I	Med Crew	4/27/2018		22.6700
21954	05/11/2018	New hire	CA El Centro 5027	Flight Paramedic I	Med Crew	5/11/2018		22.6700
21979	06/01/2018	New hire	CA Hesperia 5022	Flight Nurse I	Med Crew	6/1/2018	6/10/2019	36.0000
21986	06/01/2018	New hire	CA Mojave 5014	Flight Nurse I	Med Crew	6/1/2018		35.0000
22043	06/15/2018	New hire	CA Victorville 5002	Flight Nurse I	Med Crew	6/15/2018	8/20/2018	35.0000
22051	07/06/2018	New hire	CA El Centro 5027	Flight Nurse I	Med Crew	7/6/2018		34.2000
22077	07/09/2018	New hire	CA Hesperia 5022	Flight Paramedic I	Med Crew	7/9/2018		23.0000

22090	07/09/2018	New hire	CA Barstow 5031	Flight Paramedic I	Med Crew	7/9/2018	23,000
22091	07/09/2018	Data Correction	CA Barstow 5031	Flight Paramedic I	Med Crew	7/9/2018	23,000
22097	07/09/2018	New hire	CA Hesperia 5022	Flight Paramedic I	Med Crew	7/9/2018	22,000
22108	07/09/2018	Data Correction	CA Barstow 5031	Flight Nurse I	Med Crew	9/13/2018	35,000
22145	07/23/2018	New hire	CA Hemet 5003	Flight Paramedic I	Med Crew	10/12/2018	23,000
22251	09/10/2018	New hire	CA Barstow 5031	Flight Nurse I	Med Crew	9/10/2018	35,000
22253	09/10/2018	New hire	CA Mojave 5014	Flight Nurse I	Med Crew	9/10/2018	33,000
22254	09/10/2018	New hire	CA Mojave 5014	Flight Paramedic I	Med Crew	9/10/2018	22,000
22273	09/10/2018	New hire	CA Barstow 5031	Flight Paramedic I	Med Crew	9/10/2018	22,000
22307	09/24/2018	New hire	CA Mojave 5014	Flight Paramedic I	Med Crew	9/24/2018	23,000
22311	09/24/2018	New hire	CA Barstow 5031	Flight Nurse I	Med Crew	9/24/2018	33,000
22317	09/24/2018	New hire	CA Hesperia 5022	Flight Paramedic I	Med Crew	9/24/2018	23,000
22343	10/15/2018	New hire	CA Thermal 5018	Flight Nurse I	Med Crew	10/15/2018	30,500
22355	11/05/2018	New hire	CA Merced 5051	Flight Paramedic I	Med Crew	11/5/2018	25,490
22419	11/05/2018	New hire	CA Merced 5051	Flight Nurse I	Med Crew	11/5/2018	35,630
22420	11/05/2018	New hire	CA Merced 5051	Flight Nurse I	Med Crew	11/5/2018	36,710
22422	11/05/2018	New hire	CA Merced 5051	Flight Paramedic I	Med Crew	11/5/2018	24,160
22424	11/05/2018	New hire	CA Mojave 5014	Flight Paramedic I	Med Crew	11/5/2018	23,750
22426	11/05/2018	New hire	CA Mariposa 5061	Flight Paramedic I	Med Crew	11/5/2018	22,000
22439	11/05/2018	New hire	CA Merced 5051	Flight Paramedic I	Med Crew	11/5/2018	25,490
22440	11/05/2018	New hire	CA Mariposa 5061	Flight Nurse I	Med Crew	11/5/2018	36,710
22441	11/05/2018	New hire	CA Merced 5051	Flight Paramedic I	Med Crew	11/5/2018	25,490
22442	11/05/2018	New hire	CA Merced 5051	Flight Nurse I	Med Crew	11/5/2018	37,800
22471	12/03/2018	New hire	CA Mariposa 5061	Flight Paramedic I	Med Crew	12/3/2018	22,000
22478	12/03/2018	New hire	CA Hesperia 5022	Flight Nurse I	Med Crew	12/3/2018	34,000
22482	12/03/2018	New hire	CA Victorville 5002	Flight Paramedic I	Med Crew	12/3/2018	24,000
22492	12/03/2018	New hire	CA Hesperia 5022	Flight Nurse I	Med Crew	12/3/2018	33,500
22493	12/03/2018	New hire	CA Mariposa 5061	Flight Paramedic I	Med Crew	12/3/2018	22,000
22573	01/07/2019	New hire	CA Hemet 5003	Flight Paramedic I	Med Crew	1/7/2019	23,000
22575	01/07/2019	New hire	CA Mariposa 5061	Flight Paramedic I	Med Crew	1/7/2019	23,000
22583	01/07/2019	New hire	CA Hemet 5003	Flight Nurse I	Med Crew	1/7/2019	28,160
22615	01/21/2019	New hire	CA Mariposa 5061	Flight Nurse I	Med Crew	1/21/2019	30,000
22662	02/04/2019	New hire	CA Mariposa 5061	Flight Nurse I	Med Crew	2/4/2019	31,000
22756	03/18/2019	New hire	CA Mariposa 5061	Flight Nurse I	Med Crew	3/18/2019	34,000
22758	03/18/2019	New hire	CA Barstow 5031	Flight Nurse I	Med Crew	3/18/2019	34,000
22777	04/01/2019	New hire	CA Barstow 5031	Flight Nurse I	Med Crew	4/1/2019	35,000

22801	04/15/2019	New hire	CA Ridgecrest 5014	Flight Nurse I	Med Crew	4/15/2019	35,000
22803	04/15/2019	New hire	CA Ridgecrest 5014	Flight Nurse I	Med Crew	4/15/2019	33,000
22813	04/15/2019	New hire	CA Barstow 5031	Flight Nurse I	Med Crew	4/15/2019	39,000
22840	05/06/2019	New hire	CA Ridgecrest 5014	Flight Paramedic I	Med Crew	5/6/2019	24,500
22854	05/06/2019	New hire	CA Victorville 5002	Flight Nurse I	Med Crew	5/6/2019	35,200
22872	05/06/2019	New hire	CA Victorville 5002	Flight Nurse I	Med Crew	5/6/2019	37,000
22902	06/03/2019	New hire	CA Hesperia 5022	Flight Nurse I	Med Crew	6/3/2019	34,000
22905	06/03/2019	New hire	CA El Centro 5027	Flight Paramedic I	Med Crew	6/3/2019	21,500
22907	06/01/2019	New hire	CA Fresno 1 5057	Flight Nurse I	Med Crew	3/29/2018	41,000
22908	06/03/2019	New hire	CA Barstow 5031	Flight Paramedic I	Med Crew	6/3/2019	25,190
22910	06/01/2019	New hire	CA Visalia 5059	Flight Nurse I	Med Crew	1/16/2017	37,860
22914	06/01/2019	New hire	CA Fresno 2 5058	Flight Paramedic I	Med Crew	4/13/2017	24,390
22920	06/01/2019	New hire	CA Visalia 5059	Flight Nurse I	Med Crew	9/28/2016	43,340
22921	06/01/2019	New hire	CA Fresno 2 5058	Flight Nurse I	Med Crew	7/2/2018	36,310
22922	06/03/2019	New hire	CA Merced 5051	Flight Paramedic I	Med Crew	6/3/2019	30,000
22938	06/01/2019	New hire	CA Visalia 5059	Flight Nurse I	Med Crew	6/1/2019	40,000
22940	06/01/2019	New hire	CA Fresno 2 5058	Flight Nurse I	Med Crew	1/30/2019	36,000
22943	06/01/2019	New hire	CA Fresno 2 5058	Flight Nurse I	Med Crew	1/21/2019	34,970
22944	06/01/2019	New hire	CA Visalia 5059	Flight Nurse I	Med Crew	10/19/2018	36,390
22950	06/01/2019	New hire	CA Fresno 2 5058	Flight Nurse III	Med Crew	5/15/2017	40,000
22954	06/17/2019	New hire	CA Fresno 2 5058	Flight Nurse I	Med Crew	6/17/2019	35,500
23013	07/08/2019	New hire	CA Victorville 5002	Flight Nurse I	Med Crew	7/8/2019	34,000
23090	08/05/2019	New hire	CA Mariposa 5061	Flight Nurse I	Med Crew	8/5/2019	34,000
23091	08/05/2019	New hire	CA Merced 5051	Flight Nurse I	Med Crew	8/5/2019	35,500
23115	08/19/2019	New hire	CA Fresno 2 5058	Flight Nurse I	Med Crew	8/19/2019	38,000
23117	08/19/2019	New hire	CA Merced 5051	Flight Nurse I	Med Crew	8/19/2019	35,500
23395	10/14/2019	New hire	CA Fresno 3 FW 5060	Flight Nurse I	Med Crew	10/14/2019	34,250
23402	10/14/2019	New hire	CA Mariposa 5061	Flight Nurse I	Med Crew	10/14/2019	40,000
23423	11/04/2019	Data Correction	CA Fresno 3 FW 5060	Flight Paramedic I	Med Crew	11/4/2019	26,460
23492	12/09/2019	New hire	CA Victorville 5002	Flight Nurse I	Med Crew	12/9/2019	34,000
23493	12/09/2019	New hire	CA Hesperia 5022	Flight Nurse I	Med Crew	12/9/2019	34,000
23512	12/09/2019	New hire	CA Fresno 2 5058	Flight Nurse I	Med Crew	12/9/2019	36,960
23520	12/09/2019	New hire	CA Fresno 3 FW 5060	Flight Nurse I	Med Crew	12/9/2019	36,960
23528	12/09/2019	New hire	CA Fresno 3 FW 5060	Flight Paramedic I	Med Crew	12/9/2019	23,500
23553	01/06/2020	New hire	CA El Centro 5027	Flight Nurse Orienter	Med Crew	1/6/2020	36,000
23558	01/06/2020	New hire	CA El Centro 5027	Flight Paramedic Ori	Med Crew	1/6/2020	25,190

23626	01/20/2020	New hire	CA El Cajon 5006	Flight Nurse Oriente	Med Crew	1/20/2020		35.1100
23636	01/06/2020	New hire	CA Hemet 5003	Flight Paramedic Ori	Med Crew	1/6/2020		24.0000
23669	02/03/2020	New hire	CA Hesperia 5022	Flight Paramedic Ori	Med Crew	2/3/2020		23.5000

EXHIBIT A-1
to Settlement Agreement

Employee ID	Helmick roster - new names	Hire date	State
19665	Bia, Alicia	8/1/2016	AZ
19186	Capria, Matthew	4/18/2016	AZ
19926	Clark, Chad	10/3/2016	AZ
21941	Davis, Michael	5/11/2018	AZ
20549	Garbacz, Mary	5/12/2017	AZ
20366	Martin, Marcie	3/10/2017	AZ
21938	Olson, Jared	5/11/2018	AZ
22037	Scerbak, Alexandra	6/15/2018	AZ
22853	Shannon, Kathryn	5/6/2019	AZ
21522	Nistler, Landon	1/5/2018	MT
21712	Brodin, Brian	3/2/2018	NM
21798	Garrard, Adam	3/30/2018	NV
22586	James, Aja	1/7/2019	NV
19893	Penales, Sharone	10/3/2016	NV
19063	Phifer, Barrett	3/14/2016	SE Reg. Relief
21217	Dauwalder, Spenser	10/6/2017	South Central Reg. Relief

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EXHIBIT “B”
CLASS NOTICE

EXHIBIT B

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

William Loyd Helmick, et al. v. Air Methods Corporation, Cal. Superior Ct. (Alameda Co.) Case No. RG 13665373

TO: All former or current Flight Crew, also known as Medical Crew, Medical Flight Crew, and including Flight Nurses (of all levels including but not limited to, Float Nurses), Flight Paramedics (of all levels including, but not limited to, Float Paramedics), Base Supervisors, Clinical Base Supervisors, Medical Base Supervisors, Clinical Base Leads, Clinical Base Educators, and Clinical Leads, whom AMC employed in California at any time on or after January 30, 2009 until June 29, 2020. (hereinafter "Settlement Class")

The Superior Court authorized this notice. This is not a solicitation from a lawyer.

- This notice contains important information about your legal rights as part of a class action settlement. Please read it fully and carefully.
- William Loyd Helmick, Shane Williams, Matthew A. Poore, and Timothy J. Allison ("Plaintiffs"), former medical flight crew members who worked for Defendant Air Methods Corporation ("Defendant"), have sued Defendant in the Superior Court of California, in and for the County of Alameda (Case No. RG 13665373). Plaintiffs and Defendant are referred to herein collectively as the "Parties."
- Plaintiffs' allegations are brought on their own behalf and on behalf of all of Defendant's former or current Flight Crew, also known as Medical Crew, Medical Flight Crew, and Flight Nurses, Flight Paramedics, Base Supervisors, Clinical Base Supervisors, Medical Base Supervisors, and Clinical Leads in California.
- Plaintiffs have asserted a variety of claims, described in more detail below, against Defendant that pertain to payment of wages and hours of work.
- On November 24, 2015, the Court issued an order certifying the Class, with an end date of January 14, 2016, the date of notice to the Class of the issuance of such an order. The Settlement Class discussed in this notice includes the earlier Class and those who were either hired or worked for the first time in California after class notice was given to June 29, 2020.
- On June 1, 2018, the Court granted final approval of a partial settlement through February 14, 2018 of some claims in this action, leaving unresolved claims for failure to pay overtime pay, failure to provide meal/rest breaks or pay premium pay in their absence and related civil penalties under the Private Attorney General Act ("PAGA"). \$4,273,845,63, subject to taxes and withholdings, was paid to the partial settlement class. The partial settlement provided for Defendant in the future to pay a fee award to Class Counsel, service awards to the Class Representatives, and reimburse costs and expenses.

- In July 2019, the remaining claims went to trial. The Court did not enter a final judgment from which either side could then appeal.
- On February 5, 2020, Christopher R. Lyons and Amelia G. Vielguth, former California AMC Flight Crew members hired since January 14, 2016, filed in the Alameda County Superior Court the Lyons Action against AMC, alleging claims against Defendant on behalf of a proposed class of Flight Crew hired since January 14, 2016, i.e. after class membership in the Helmick class closed, for overtime, meal/rest break violations, and derivative claims for unfair business practices, failure to pay final wages and failure to provide properly itemized pay statements. No class action has been certified in that case. Defendant removed the case to the U.S. District Court, Northern District of California, where those plaintiffs' motion to have the case sent back to state court is under submission.
- In both cases, Defendant denies that it violated the law in any manner, and contends that its policies and practices have complied with the law at all times.
- Plaintiffs and Defendant also disagree as to the amounts of money or other types of relief that should be awarded to them and/or the Class.
- The Parties agree that there are significant risks on both sides of the case.
- The Parties agree that continued litigation on certain claims would be expensive, and would result in significant expenses in terms of attorney fees and costs, without necessarily benefitting the Class.
- To avoid the risks of litigation, and to provide an immediate benefit to the Class, the Parties have agreed to settle the claims currently remaining in this case after the 2018 partial settlement and to add the claims raised in the Lyons Action to this case (the "Settlement").
- Under the Settlement, Defendant will pay a total of \$78,000,000, to be apportioned and paid among identified members of the Class, after Court-approved deductions and subject to withholdings for employee and taxes. The Court has been requested to approve deductions for payment of penalties to the State of California, requested in the amount of \$1,000,000, payment of service awards to Plaintiffs and the Lyons Plaintiffs for the earlier partial settlement and this Settlement and for general releases, requested in the amount of \$110,000, reimbursement to Class counsel for out-of-pocket costs and expenses, requested in the amount of up to \$850,000, and a fee award to Class Counsel covering both fees under the partial settlement and the Settlement herein, requested in the amount of \$27,424,615.21 representing about 1/3 of Defendant's payments under the partial settlement and this Settlement, exclusive of its payments of its own tax expenses and settlement administration of the partial settlement. These amounts are subject to increase for interest. The Settlement anticipates Defendant's payment in three installments described below, followed by distributions.
- Under the Settlement, a permanent injunction will be entered requiring Defendant to pay daily and weekly overtime and provide meal/rest breaks or in their absence pay premium wages in accordance with California law for all California Flight Crew, with certain

conditions, and prohibiting Defendant from ever retaliating against a Class Member for participating in this legal action or Settlement.

YOUR OPTIONS	
Do Nothing	You will receive a proportionate share of the Settlement if final approval is granted and will give up any right to bring any claims in the future that are part of the Settlement.
Opt Out of the Settlement	If you opt yourself out of the Settlement, you will not receive a Settlement payment. But you will retain the right to assert claims that are included in the Settlement. By doing so, you will bear the risk that you may lose those claims. To opt out, you must timely write to the Class Administrator and follow the procedures described below.
Object to the Settlement	If you disagree with any aspect of this Settlement, you may assert your objections by timely writing to the Class Administrator and filing with the Court your objection according to the procedures described below. If you opt out, you may not object. If you object, you will still be bound by the Settlement, if approved by the Court.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and after appeals of the Settlement (if any) are resolved. Please be patient.

BASIC INFORMATION

1. Why did I get this notice package and Why Should I Read this Notice?

The records of Defendant indicate that you have been a member of the Settlement Class during the Class Period. If the Court approves the Settlement, you will receive a payment and your legal rights may be affected. Thus, you have a right to information about the Settlement and your legal rights. That is the intent of this notice.

2. What is this lawsuit about?

Plaintiffs assert the following claims against Defendant on behalf of the Settlement Class:

1) failure to pay overtime pay and interest related thereto; 2) premium pay for failure to provide meal periods and interest related thereto; 3) premium pay for failure to provide rest periods and interest related thereto; 4) failure to provide itemized wage statements; 5) failure to pay all wages at the time of termination; 6) off the clock work and related failure to pay minimum wage; 7) failure to maintain adequate payroll records; 8) PAGA penalties in connection with any of the foregoing; and 9) any relief related thereto or any claims now pleaded or that could be pleaded based on the facts alleged in the Lyons Complaint in the Lyons Action. These claims are referred to herein as the “Claims.”

Defendant denies that the Claims are valid, denies that the Court should permit Plaintiffs to bring the Claims on behalf of the Class, contends that it complied with the law at all times, and contends that adverse decisions by the Court will be reversed on appeal.

3. What is a class action?

In a class action, one or more people called Named Plaintiffs sue on behalf of people who they allege have similar claims.

4. Why is there a settlement?

The Court has not entered judgment, which could be subject to reversal on appeal, in favor of Plaintiffs or Defendant on the Claims being settled. Plaintiffs think they could win a significant amount of wages, penalties, and interest on behalf of the Class in a judgment that the court of appeal would uphold. On the other hand, Defendant denies all liability and believes that Plaintiffs ultimately would not have won anything in the case. Both sides have agreed to the Settlement for the claims discussed below. That way, the risks and costs of trial, for both sides, are eliminated, and the Class can be provided with an immediate benefit. The Named Plaintiffs, Defendant, and their attorneys all believe that this Settlement is best for the Class and the Parties.

The Court has given its preliminary approval to this Settlement as fair and reasonable to the Class and has appointed Plaintiffs to act as Class Representatives, and for their attorneys to act as attorneys for the Class with regard to the Settlement (the “Class Counsel”). The Court has determined that these are adequate representatives for the Class.

5. How do I know if I am part of the settlement?

Everyone who fits this description is a Class Member:

Anyone whom Defendant employed as Flight Crew, also known as Medical Crew, Medical Flight Crew, and including Flight Nurses (of all levels including but not

limited to, Float Nurses), Flight Paramedics (of all levels including, but not limited to, Float Paramedics), Base Supervisors, Clinical Base Supervisors, Medical Base Supervisors, Clinical Base Leads, Clinical Base Educators, and Clinical Leads, whom AMC employed in California at any time on or after January 30, 2009 until June 29, 2020. ("Class Positions").

6. Are there exceptions to being included?

Yes. If you are a Class Member, you may opt out as stated in Section 13 below. If you do not opt out, you are an Eligible Class Member who will receive part of the Settlement if approved.

7. I'm still not sure if I am included.

If you are still not sure whether you are included, you can call the Class Administrator at [Number] or write to the Class Administrator at [address]. This is the Class Administrator's mailing address for all written communications described herein. You also may contact Class Counsel identified below for more information.

8. How much money is the Settlement for and How is it Allocated?

Defendant has agreed to pay \$78,000,000 to settle all Claims pled in this lawsuit and the Lyons Action, through June 29, 2020. This is in addition to the \$4,273,845.63 already paid to Eligible Class Members in the 2018 partial settlement. In addition, Defendant will pay its own share of taxes, contributions, and withholdings and the costs of administering this Settlement up to \$25,000.

In addition to payments to Eligible Class Members, other payments, subject to Court approval, will come out of the \$78,000,000: deductions for payment of penalties to the State of California, requested in the amount of \$1,000,000, payment of service awards to Plaintiffs for the earlier partial settlement and this Settlement and payment to Plaintiffs and the Lyons Plaintiffs to enter into mutual general releases with Defendant, requested in the amount of \$110,000, reimbursement to Class counsel for out-of-pocket costs and expenses, requested in the amount up to \$850,000, and a fee award to Class Counsel covering both fees authorized under the partial settlement and the Settlement herein, requested in the amount of \$27,424,615.21, calculated as 1/3 of Defendant's payments to Eligible Class Members under the partial settlement plus the \$78,000,000. These amounts are subject to upward adjustment for Defendant's payment of interest and interest while the Class Administrator holds funds. If these other deductions are approved in the requested amounts, \$48,615,384.71 will remain for distribution to Eligible Class Members in addition to amounts paid under the 2018 partial settlement.

The Settlement provides for AMC's payment in three installments. The first installment is due seven days after entry of a Final Approval Order and includes no less than \$40 million of the \$78 million AMC must pay. The second installment shall be the earlier of October 1, 2021 or one year after the first installment is due. The third installment shall be the earlier of either the one year anniversary of the first installment March 1, 2022. The second and third installments, absent early payment, each includes no less than \$19 million of the \$78 million AMC must pay. Interest accrues

at seven (7.0%) percent on the unpaid balance after the first installment unless AMC defaults. The deadline for the third installment payment will be extended to the earlier of December 2, 2022 or nine months after the third installment is otherwise due if, prior to March 1, 2022, Defendant's credit facility be extended, replaced or refinanced for a minimum period of one year. AMC may make early payments. Distributions to Eligible Class Members will follow each of the three installment payments.

The Class Administrator will apportion the funds to be paid to Eligible Class Members after deductions based on their respective W-2 Income earned while holding a Class position during the Class Period subject to adjustments. W-2 Income for the period of the 2018 partial settlement and whether a Class Member entered into an individual settlement in 2014 will be deemed conclusively established as determined for that settlement. The adjustments are: 1) W-2 Income will be weighted by calendar years by using the following multipliers: 1.0 (2020), 1.1 (2019), 1.2 (2018), 1.3 (2017), 1.4 (2016), 1.5 (2015), 1.6 (2014), 1.7 (2013), 1.8 (2012) , 1.9 (2011), 2.0 (2010), 2.1(2009). 2) W-2 Income for Class Members who were first hired to a Class position after January 14, 2016 and thus not part of the class certified under the November 24, 2015 Order will be multiplied by 0.9. 3) W-2 Income for Class Members who executed individual settlement agreements in 2014 will be multiplied by 0.9. 4) W-2 Income for Class Members while home based at Fort Hunter Liggett will be multiplied by 0.2 However, all Eligible Class Members will receive at least \$100 for each calendar year since 2009 in which AMC employed them in a Class position up to a maximum of \$300, except for Class Members who did not work a flight duty shift and who will receive \$60.

9. How much will my payment be and What is the Information Used to Calculate my share?

Based on upon the calculation described above, it is currently estimated that your share of the Net Settlement Fund will be _____. This amount could change, depending on how many Class Members opt-out, and/or further determinations by the Class Administrator and/or rulings of the Court.

Of your share of the Net Settlement fund, 20% will be reported as "1099" miscellaneous income by the Class Administrator to federal and state tax authorities. 80% will be reported as "W-2" income subject to withholdings, deductions and contributions in relation to wage payments. The withholding rate for the W-2 income may not be the same as you have used but is a customary one used in class action settlements. You are responsible for all employee tax liability in relation to payments to you under the Settlement. This Notice is not tax advice. Do not ask Class Counsel, or Defendant or its counsel for tax advice, as they will not provide it. They are not responsible for the tax advice. You should consult your own tax advisor.

Defendant's records show that the following information pertinent to the calculation of your estimated settlement share:

- a) W-2 Income in Class Position/how much while home based at Fort Hunter Liggett: \$??/\$?? (2009), \$??/\$?? (2010), \$??/ \$?? (2011), \$??/ \$?? (2012), \$??/ \$?? (2013), \$??/ \$??

(2014), \$??/ \$?? (2015), \$??/ \$?? (2016), \$??/ \$?? (2017), \$??/ \$?? (through pay period before [date of Preliminary approval/August 10, 2018, whichever is earlier].

- b) First hired to Class position since January 14, 2016: [yes and date of hire/no].
- c) Whether entered into individual settlement in 2014: [yes/no]
- d) You worked a flight duty shift in California: [yes/no]

Whether you entered into an individual settlement agreement in 2014 or your W-2 Income is a Class position to February 14, 2018 has been conclusively determined in the 2018 partial settlement and is not subject to reconsideration. Otherwise, if you disagree with this information, you must notify the Class Administrator by writing to them at the address in paragraph 7. Be sure to sign your notification, and include your full name, email address, mailing address, telephone number, last four digits of your social security number, and all supporting documentation. Your notification must be signed and postmarked no later than [45 days from mailing]. After inquiring further of Defendant, the Class Administrator will make a final decision of dispute.

10. How can I get a payment?

To qualify for payment, do nothing. It is important that you immediately notify the Class Administrator if your mailing address is different from the address to which this Notice was sent. Class Counsel is not responsible for updating your information.

11. When will I receive a payment?

Payments will be distributed pursuant to a schedule established by the Settlement and by the Court. Presently, the expected date of payments are estimated to be five business days after Defendant's deposits, described in section 8 above. This could change depending on factors influencing the Class Administrator's tasks, any objections to the Settlement, and/or actions by the Court.

12. What am I giving up to get a payment?

The Claims resolved in the Settlement are for: 1) and any relief related thereto, including fee awards to Class Counsel, service 1) failure to pay overtime pay and interest related thereto; 2) premium pay for failure to provide meal periods and interest related thereto; 3) premium pay for failure to provide rest periods and interest related thereto; 4) failure to provide itemized wage statements; 5) failure to pay all wages at the time of termination; 6) off the clock work; 7) failure to maintain adequate payroll records; 8) PAGA penalties in connection with any of the foregoing; and 9) any relief related thereto or any claims now pleaded or that could be pleaded based on the facts alleged in the Lyons Complaint in the Lyons Action. This release extends to claims for violations, including, but not limited to, of the following statutes and regulations: California Labor Code Sections: 201, 203, 204, 225.5, 226, 226.3, 226.7, 432.5, 510, 512, 558, 1174; California Business & Professions Code Section 17200 et seq.; Wage Order 9-2001 of the California Industrial Welfare Commission, 8 Cal. Regs. 11090, §§s 3, 7(B), 11, and 12, and comparable paragraphs of other applicable Wage Orders, to the extent such claims were pleaded or could have been pleaded based on the facts alleged in the Second Amended Complaint in the Helmick Action or the in the

complaint in the action styled *Lyons, et al. v Air Methods Corporation*, awards to Class Representatives, and their cost/expense reimbursement. The claims released cover the period January 30, 2009 to June 29, 2020.

13. The Settlement Requires Defendant to Pay Overtime and Provide Meal/Rest Breaks or Pay Premium Wages Absent Providing Breaks as Required Under California Law

The Settlement provides for the Court's entry of a permanent injunction that will require Defendant in the future to pay daily and weekly overtime to California Flight Crew, including on flight duty shifts and without reduction of base hourly pay. The injunction also will require Defendant to provide meal and rest breaks as required under California law or, in their absence, pay premium wages.

14. How do I opt out of the Settlement?

To exclude yourself from the Settlement, you must send a signed letter by mail to the Class Administrator stating words to the effect: "I wish to be excluded from the Settlement Class. I understand that if I ask to be excluded from the Settlement Class, I will not receive any money from this Settlement." You must also include your name, email address, mailing address, telephone number, and the last four digits of your social security number and mail your exclusion request postmarked no later than [45 days from mailing] to the Class Administrator at the address in paragraph 7.

If you ask to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement and will not be legally bound by the Settlement if approved.

15. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit or the same claims that are being settled against Defendant, speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit if it involves the same claims.

16. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, you will not receive any money from this Settlement.

17. Your Legal Representation if You are Included in the Class?

The Court has appointed as Class Counsel the following attorneys: James M. Sitkin of the Law Offices of James M. Sitkin, One Kaiser Plaza, Suite 505, Oakland, CA 94612, (415) 318-1048, jsitkin@sitkinlegal.com, and Josh Konecky of Schneider Wallace Cottrell Konecky LLP, 2000

Powell Street, Suite 1400, Emeryville, CA 94608, (415) 421-7100, jkonecky@schneiderwallace.com. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. If you have questions about this Settlement, you may contact Class Counsel.

18. How do I Object to the Settlement Going Forward?

If you're a Class Member and do not opt out, you can object to the Settlement if you don't like any part of it. The Court cannot order a larger settlement; the Court can only approve or deny the proposed Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want, you must object. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. To object, you must do two things. First, you must mail to Alameda County Superior Court, Dept. 21, 1221 Oak St., Oakland, CA 94612 a signed, original document entitled "Class Member Objection." A copy of your objection must also be mailed to the Class Administrator at the address in paragraph 7. You must include with the copy of your objection mailed to the Class Administrator your current email address, mailing address, phone number, and the last four digits of your social security number. Your objection sent to the Court and to the Class Administrator must be postmarked no later than [45 days from mailing]. If you want your written objection considered and you did not follow these procedures, you must make written application to the Court with a copy to the Class Administrator showing why it should be considered.

19. What's the difference between objecting and opting out?

Objecting is simply saying that you don't like something about the Settlement and do not want it approved. Opting out is saying that you don't want to be part of the Class and participate in the Settlement. If you opt out, you have no basis to object because the case no longer affects you.

20. When and where will the Court decide whether to approve the settlement

The Court will hold a Fairness Hearing at _____ a.m. on _____, Alameda County Superior Court, Dept. 21, 1221 Oak St., Oakland, CA 94612. At this hearing, the Court will make a final decision as to whether the Settlement is fair, reasonable, and adequate. If you or other Class Members object to the Settlement, the Court will consider the objections. The Judge will listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to grant final approval to the Settlement. At the Fairness Hearing, the Court may continue the hearing to another date without additional notice's being sent out.

21. Do I have to come to the hearing?

No. Class Counsel will answer questions the Judge may have. But you are welcome to come at your own expense. If you properly submit an objection, you don't have to come to Court to talk about it. As long as you properly submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. You cannot appear and speak at the hearing if you opt out.

23. What happens if I do nothing at all?

If you do nothing, or fail to act timely, you'll receive your share of the Settlement if approved, but you will be barred from bringing the released claims in paragraph 12 against Defendant.

24. No Retaliation from AMC if You Are Included in Class or Opt Out to be Excluded from Class

California law makes it unlawful to retaliate against an employee for participating in a law suit like this one. The Settlement includes an injunction against retaliation by Defendant.

25. Are there more details about the Settlement?

This notice is intended as a summary and does not fully describe this action, the claims, the defenses, or the proposed Settlement, which is subject to the terms and conditions of the Settlement Agreement filed with the Court as preliminarily approved by the Court. For further information, you may call or contact the Class Administrator (see paragraph 7 for contact information) or Class Counsel (see paragraph 16 for contact information).

The Class Administrator also maintains a website at which some important documents in this case are available. The link to the website is [insert].

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "DomainWeb" at <https://publicrecords.alameda.courts.ca.gov/PRS/>. After arriving at the website, click the "Search By Case Number" link, then enter RG13665373 as the case number, and click "SEARCH." Images of every document filed in the case may be viewed through the "Register of Actions" at a minimal charge. You also may view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings. Members of the public thus may inspect public documents filed in this case at the Office of the Court Clerk at the following address:

Rene C. Davidson Courthouse
1225 Fallon Street
Oakland, CA 94612-4293

Hayward Hall of Justice
24405 Amador Street
Hayward, CA 94544

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE OR DEFENDANT OR ITS COUNSEL WITH INQUIRIES.

Date: _____

This Notice has been approved by the Judge of the Superior Court responsible for overseeing and deciding this case.

1 **EXHIBIT “C”**

2 **RELEASE OF CLAIMS BY CLASS AGAINST DEFENDANT**

3 In exchange for the consideration recited in this Settlement, Named Plaintiffs and all
4 Eligible Class Members on behalf of themselves and on behalf of all who claim by or through
5 them or in their stead, do hereby and forever release, acquit and discharge and covenant not to
6 sue Defendant and its respective attorneys, past, present and future divisions, affiliates,
7 predecessors, successors, shareholders, officers, directors, employees, agents, trustees,
8 representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents,
9 subsidiaries, joint employers, insurers, related corporations, and privies, both individually and
10 collectively, and any individual or entity which could be jointly liable with Defendant (referred
11 to as the “Released Parties”) for any and all class and PAGA claims during the Class Period now
12 pleaded or that could be pleaded based on the facts alleged in the Complaint in the Helmick
13 Action or in the Lyons Action for: 1) failure to pay overtime pay and interest related thereto; 2)
14 premium pay for failure to provide meal periods and interest related thereto; 3) premium pay for
15 failure to provide rest periods and interest related thereto; 4) failure to provide itemized wage
16 statements; 5) failure to pay all wages at the time of termination; 6) off the clock work; 7) failure
17 to maintain adequate payroll records; 8) PAGA penalties in connection with any of the foregoing;
18 and 9) any relief related thereto or any claims now pleaded or that could be pleaded based on the
19 facts alleged in the Lyons Complaint in the Lyons Action. This release extends to claims for
20 violations, including, but not limited to, of the following statutes and regulations: California
21 Labor Code Sections: 201, 203, 204, 225.5, 226, 226.3, 226.7, 432.5, 510, 512, 558, 1174;
22 California Business & Professions Code Section 17200 et seq.; Wage Order 9-2001 of the
23 California Industrial Welfare Commission, 8 Cal. Regs. 11090, ¶¶s 3, 7(B), 11, and 12, and
24 comparable paragraphs of other applicable Wage Orders, to the extent such claims were pleaded
25 or could have been pleaded based on the facts alleged in the Complaint in the Helmick Action or
26 the complaint in the Lyons Action. Included in this Release are any claims for fees and costs by
27 Class Counsel arising out of the Helmick Action, the Lyons Action, the 2018 Partial Settlement

1 Agreement. or the resolution of Plaintiffs Helmick and Williams' retaliation claims previously
2 released.

3 Upon the Effective Date of this Settlement and Defendant's performance of this
4 Settlement, this waiver and release of claims shall be binding on Named Plaintiffs and all Eligible
5 Class Members, including each of their respective attorneys, agents, spouses, executors,
6 representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit
7 of Defendant. Except for Opt-Outs, the members of the Settlement Class are deemed to have
8 specifically and knowingly agreed to the waiver and release of claims set forth above.

9 Furthermore, upon occurrence of the Effective Date of the Settlement and Defendant's
10 complete and timely performance of the Settlement Agreement, Named Plaintiffs and each and
11 every Eligible Class Member and all successors in interest shall be permanently enjoined and
12 forever barred from prosecuting any and all Released Claims against the Released Parties, and
13 each of them. Thus, subject to and in accordance with this Settlement, even if Named Plaintiffs
14 and/or the Eligible Class Members, or any of them, may hereafter discover additional facts claims
15 in addition to or different from those which they now know or believe to be true with respect to
16 the subject matter of the Released Claims only, Plaintiff and each Eligible Class Member, upon
17 the Effective Date of the Settlement, shall be deemed to have and by operation of law shall have
18 fully, finally, and forever settled and released any and all Released Claims.

EXHIBIT “D”

PROPOSED PRELIMINARY APPROVAL ORDER

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8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF ALAMEDA, NORTHERN DIVISION

10 (Unlimited Jurisdiction)

11 WILLIAM LOYD HELMICK, SHANE
12 WILLIAMS, MATHEW A. POORE, and
13 TIMOTHY J. ALLISON, individually and
on behalf of all those similarly situated,

14 Plaintiffs,

15 vs.

16 AIR METHODS CORPORATION, and
17 DOES 1 – 100, inclusive,

18 Defendants.
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Case No. **RG 13665373**

**Assigned for all purposes to Department 21
(Hon. Winifred Y. Smith)**

CLASS ACTION

**[PROPOSED] ORDER GRANTING
APPLICATION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

DATE:

TIME:

DEPT: 21

(Reservation number: R-2186338)

COMPLAINT FILED: January 30, 2013

TRIAL: TBA

On [date], the *Ex Parte Application/Motion for Preliminary Approval of Class Action Settlement* (the “Application”) filed by Plaintiffs William Loyd Helmick, Shane Williams, Mathew A. Poore, and Timothy J. Allison in the above-captioned case seeking preliminary Court approval of the agreement reached between the Parties in this Action. (the “Settlement”). Attached as Exhibit 1 to the Sitkin Declaration, included in the Application, was the Parties’ executed Settlement Agreement, which included Defendant Air Methods Corporation’s consent to the Application’s being heard on shortened notice or by ex parte application. Having reviewed and considered the terms and conditions of the proposed Settlement as set forth in the Settlement Agreement, the Parties’ submissions in connection with the Application, including the Sitkin Declaration, and the Parties’ statements at the hearing, having obtained considerable familiarity with this case through the Parties’ Application, the litigation and the trial, and no opposition to the Application’s having been submitted, and the Court’s having jurisdiction to consider the Application and the relief requested therein, and venue’s being proper before the Court, and due and proper notice of the Application’s having been provided, and upon the hearing on the Application, and after due deliberation, and good and sufficient cause appearing therefor,

IT IS HERBY ORDERED:

1. Capitalized terms used in this Order that are not otherwise identified herein have the meaning assigned to them in the Settlement Agreement.

2. The terms of the Settlement Agreement are hereby ordered preliminarily approved, subject to further consideration at the Fairness Hearing provided for below. The Court concludes and finds that the Settlement is sufficiently within the range of reasonableness to warrant preliminary approval, certification of the Settlement Class, the scheduling of the Fairness Hearing, and the mailing of notices to Class Members, each as provided for in this Order.

Conditional Certification of Settlement Class

3. As a recital, the Court notes that on November 24, 2015 the Court granted Plaintiffs’ contested Motion for Class Certification for the following class: “all former or current Flight Crew, also known as Medical Crew, Medical Flight Crew, and including Flight Nurses, Flight Paramedics,

1 Base Supervisors, Clinical Base Supervisors, and Medical Base Supervisors (collectively "Flight
2 Crew"), whom AMC employed in California at any time on or after January 30, 2009 until the date of
3 notice to the class that a class has been certified.”

4 4. As a recital, the Court notes that on February 14, 2018, the Court granted preliminary
5 approval and, on June 1, 2018, the Court granted final approval of a partial settlement of the claims in
6 this Action, leaving unresolved the following “Reserved Claims” as defined in paragraph 54 of the
7 approval partial settlement agreement: “Reserved Claims. ‘Reserved Claims’ are claims asserted in
8 the Complaint but that are expressly excluded from this Settlement and from the Release set forth in
9 Exhibit “C” hereto. Such claims are for: 1) failure to pay overtime pay and interest related thereto); 2)
10 premium pay for failure to provide meal periods and interest related thereto; 3) premium pay for failure to
11 provide rest periods and interest related thereto; 4) PAGA penalties in connection with failure to pay
12 overtime, failure to provide meal periods or failure to provide rest periods; 5) the retaliation claims asserted
13 by Plaintiffs Helmick and Williams; and any relief related thereto.” Paragraph 73 of the partial settlement
14 agreement that the Court approved states, “Defendant agrees that Plaintiffs’ counsel are entitled to
15 reasonable fees, costs (statutory and non-statutory), and expenses relating to all claims settled herein
16 in an amount to be determined by the Court and to be paid by Defendant. Defendant further agrees
17 that the Class Representatives are entitled to reasonable Service Awards in amounts to be determined
18 by the Court and to be paid by Defendant.” The partial settlement further provided that the application
19 for such awards could be (and has been) deferred to when application is made for such awards in
20 conjunction with the resolution of the Reserved Claims. AMC paid \$4,273,845,634 to partial
21 settlement class members Crew, in addition to costs of settlement administration and its own taxes,
22 withholdings, and contributions.

23 5. As a recital, the Court notes that pursuant to the Stipulation and Order Concerning Non-
24 Certification of Settled Claims entered December 13, 2018, the class, originally certified by the
25 Court’s Order, entered November 24, 2015, was decertified insofar as claims of the nature of those
26 settled under the partial settlement that arose after the partial class settlement release date of February
27 14, 2018.

28 6. As a recital, the Court notes that in July 2019, the parties proceeded to trial on the claims

1 reserved under the partial settlement for overtime, meal/rest break violations, and related PAGA
2 penalties, have now completed post-trial submissions, and were awaiting entry of a finalized statement
3 of decision and judgment.

4 7. As a recital, the Court notes that Plaintiffs tried the case based on their position that Flight
5 Crew hired after January 14, 2016, who did not fall within the class definition, like class members,
6 could recover overtime and premium wages under Labor Code § 558 by virtue of Plaintiffs' sixth
7 claim in the operative Revised Second Amended Complaint, a non-class, representative claim under
8 PAGA.

9 8. As a recital, the Court notes that after the trial, the California Supreme Court decided *ZB*,
10 *N.A. v. Superior Court* 2019) 8 Cal. 5th 175, in which it held that Labor Code § 558 no longer could
11 be employed by private PAGA plaintiffs as a vehicle to recover back wages. In post-trial briefing,
12 Plaintiffs consequently modified their damage model to exclude recovery of back wages and interest
13 by non-class members, e.g. those Flight Crew, like Plaintiffs, whom AMC hired since January 14,
14 2016 and employed in California, while maintaining the claims for PAGA penalties for those non-
15 class members.

16 9. As a recital, the Court notes that in September 2019, Plaintiffs William Loyd Helmick and
17 Shane Williams and AMC entered into individual settlement agreements of their retaliation claims
18 under the seventh cause of action of the Complaint. AMC's payments to those Plaintiffs pursuant to
19 said individual settlement agreements have been paid. These agreements further provided that "...
20 Defendant shall: allow [Helmick's/Williams'] attorneys in this Action to make an application for
21 reasonable attorneys' fees and costs/expenses associated with the prosecution of
22 [Helmick's/Williams'] retaliation cause of action in the Second Amended Complaint. This application
23 shall be made as part of any application for fees and costs/expenses on the remaining claims in the
24 lawsuit ..."

25 10. As a recital, the Court notes that on February 5, 2020, Christopher R. Lyons and Amelia
26 G. Vielguth, former California AMC Flight Crew members hired since January 14, 2016, filed in the
27 Alameda County Superior Court the Lyons Action against Defendant. The operative Complaint, a
28 copy of which is attached to the Settlement Agreement as Exhibit F, alleges the putative class as

1 follows: “[a]ll persons who, having been hired by AMC since January 14, 2016, performed services
2 or perform services in California as a Flight Paramedic or Flight Nurse and all persons, regardless of
3 when hired by AMC, who performed such services at any time after entry of judgment in the Helmick
4 Action until such time as there is a final disposition of this lawsuit.” The Complaint in the Lyons
5 Action alleges putative class claims for overtime, meal/rest break violations, and derivative claims
6 under the Unfair Competition Law, Business and Professions Code § 17200, et seq., claims for waiting
7 time penalties under Labor Code § 203 and claims for improperly itemized pay statements under Labor
8 Code § 226. The putative class claims alleged in the Lyons Action therefore include the overtime and
9 premium wage claims for the non-class members in the Helmick Action, which were excluded by
10 virtue of the *Z B, N.A.* decision. However, the Complaint in the Lyons Action alleges in paragraph 13
11 that “...Plaintiffs do not seek recovery barred by the Federal Enclave doctrine associated with the Fort
12 Hunter Liggett base” and in paragraph 14 that the claims for waiting time penalties postdate the
13 February 14, 2018 release date of the partial settlement and the claims for penalties for itemized pay
14 statement violations are subject to the statement of limitations. As in this Action, AMC has answered
15 by denying liability and asserting affirmative defenses.

16 11. As a recital, the Court notes that on March 9, 2020, AMC filed a Notice of Removal of the
17 Lyons Action to the U.S. District Court, Northern District of California, where it has been assigned to
18 the Honorable Phyllis J. Hamilton and has been assigned case no. 4:20-cv-01700-PJH. The Lyons
19 Plaintiffs’ motion to remand, filed April 8, 2020, has been fully briefed and awaits decision.

20 12. As a recital, the Court notes that on May 12, 2020 and on June 23, 2020 the Parties hereto
21 participated remotely in the third and fourth sessions of a mediation before Mediator Mark Rudy,
22 followed by further negotiations, and resulting in this arms-length agreement settling the remaining
23 claims in the Helmick Action and the claims alleged in the Lyons Action.

24 13. As a recital, the Court notes that the Class defined in the proposed Settlement Agreement
25 is defined as:

26 14. All former or current Flight Crew, also known as Medical Crew, Medical Flight Crew, and
27 including Flight Nurses (of all levels including but not limited to, Float Nurses), Flight Paramedics (of
28 all levels including, but not limited to, Float Paramedics), Base Supervisors, Clinical Base Supervisors,

1 Medical Base Supervisors, Clinical Base Leads, Clinical Base Educators, and Clinical Leads
2 (collectively "Flight Crew"), whom AMC employed in California at any time on or after January 30,
3 2009 until June 29, 2020. This Settlement Class consists of those persons within the class certified in
4 the Helmick Action by Order, entered November 24, 2015, the partial settlement class for which the
5 Court granted final approval on June 1, 2018, those persons whom Named Plaintiffs have claimed in
6 the Action that they should be permitted to represent pursuant to PAGA during the Class Period, and
7 those persons within the putative class alleged in the Lyons Action. AMC certifies and represents that
8 to the best of its knowledge each Flight Crew member who was hired after January 14, 2016 through
9 February 14, 2020 is identified by their employee identification number in Exhibit A to the Declaration
10 of Claire Capacci in Support of Defendant Air Methods Corporation's Notice of Removal to U.S.
11 District Court, filed March 9, 2020 in the Lyons Action, a copy of which is attached hereto as Exhibit
12 A, or are identified in Exhibit A-1, which consists of such other Flight Crew who during such period
13 had a home base designated by Defendant outside California, though working in California as a Fight
14 Crew member, except to the extent that additional persons may have been identified as settlement
15 class members for the 2018 partial settlement. Excluded from the Class are Thomas Easter, Robert
16 Nieblas, and Jonathan Carroll, each of whom earlier agreed to be removed from the class certified in
17 this Action pursuant to the Court's Order, entered November 24, 2015, in exchange for not being
18 deposed in this litigation and whom the Court ordered removed from the class pursuant to Joint
19 Stipulation Regarding Dismissal of Three Individuals From Certified Class, entered February 2, 2018,
20 and William Hinton, whom the Court by July 17, 2019 Order removed from the class certified by the
21 Court in its Order entered November 24, 2015. As a recital, the Court notes that the Parties explain
22 that the change to the end dates for inclusion in the Class was for the purpose of including as Class
23 Members those first hired after class notice, initially sent January 14, 2016, pursuant to the November
24 24, 2015 Certification Order, whom Plaintiffs represent under the non-class, representative PAGA
25 claim in any case, and to include the putative class alleged in the Lyons Action. and any individual
26 Flight Crew member who worked in the state of California from January 30, 2009 until June 30, 2020

27 15. In light of the Court's previous Orders granting class certification or approving the partial
28 settlement class, the substantial similarity between the class definitions proposed in the Settlement and

1 the class definitions previously certified in this case, the showing in support of Plaintiffs' earlier
2 certification and partial settlement approval motions, the reasonableness of the proposed changes to
3 the class definition, Plaintiffs' showing in support of preliminary approval, and the Court's familiarity
4 with this case, the Court finds that the proposed Settlement Class meets the criteria for certification
5 under C.C.P. § 382, and orders conditionally certified the Settlement Class, subject to the Court's
6 rulings at the final Fairness Hearing. The Court further finds that the Settlement Agreement provides
7 for notice and an opportunity to opt-out or to object or to dispute identified information pertinent to
8 specified individual settlement calculations to all members of the Settlement Class defined in the
9 Settlement Agreement, even if they also received the previous notices issued after the Court's original
10 certification Order, entered November 24, 2015, or the preliminary approval Order of the partial
11 settlement, entered February 14, 2018, and did not elect to opt out at that time.

12 16. The Court orders conditionally approved and appoints Plaintiffs' Attorneys (James M.
13 Sitkin, Law Offices of James M. Sitkin, Joshua Konecky, Schneider Wallace Cottrell, Konecky LLP)
14 to serve as Class Counsel for the Settlement Class and the above-Named Plaintiffs to serve as Class
15 Representatives of the Settlement Class. The Court preliminarily finds that Plaintiffs and Plaintiffs'
16 Attorneys are adequate representatives of the Settlement Class. Notwithstanding said appointment,
17 the Court orders that Class Counsel and Plaintiffs retain their status representing the class certified
18 under the Court's November 24, 2015 Order.

19
20 **Preliminary Approval of Settlement**

21 17. The Court hereby grants and orders approval of the terms and conditions contained in the
22 Settlement Agreement. The Court finds that the terms of the Settlement are within the range of possible
23 approval.

24 18. The Court finds regarding the settled claims that: (1) the settlement amount is fair and
25 reasonable to the Class Members when balanced against the risks of further litigation relating to
26 maintaining class certification, liability and damages issues, and potential appeals; (2) the permanent
27 injunctive relief proposed under the Settlement Agreement, including changes to future work rules
28 and protections against retaliation are of substantial benefit to the Settlement Class and to Flight Crew

1 employed by AMC in California generally; (3) significant discovery, investigation, motion practice
2 and a trial have been conducted, such that counsel for the Parties at this time are able to reasonably
3 evaluate their respective positions; (4) settlement at this time will avoid substantial costs, delay, and
4 risks that would be presented by the further prosecution of litigation and appeals; and (5) the proposed
5 Settlement is the culmination of intensive, serious, and non-collusive negotiations between the Parties
6 that were supervised by a neutral mediator, Mark Rudy, Esq., an experienced and well-regarded
7 mediator of wage and hour class action cases. Accordingly, the Court finds that the Settlement was
8 entered into in good faith.

9 **Form and Timing of Notice**

10 19. The Court orders CPT Group appointed as the Class Administrator to administer the
11 Settlement and orders that it perform the duties of the Class Administrator as the Settlement
12 Agreement sets forth. The Court finds the company is sufficiently experienced as reflected on its
13 website identified in the Sitkin Declaration and by its role in administering the 2018 partial settlement.
14 Pursuant to the Settlement Agreement, the Court orders that the Defendant alone is responsible for the
15 Class Administrator's charges.

16 20. The Court orders approved the Class Notice, attached as Exhibit B to the Settlement
17 Agreement. A copy is attached hereto. The Court orders that where there are blanks on the Class
18 Notice, the Class Administrator must add its contact information, deadlines, and Class Member
19 specific information consistent with the Settlement Agreement and this Order. The Court further finds
20 that the Class Notice appears to fully and accurately inform the Class Members of all material elements
21 of the proposed Settlement, of the Class Members' right and opportunity to be excluded from the
22 Settlement, of the Class Members' right and opportunity to challenge specified information from the
23 Defendant's records pertinent to the Class Member's individual settlement calculation, and of the
24 Class Members' right and opportunity to object to the Settlement.

25 21. The Court orders that within twenty-one (21) days of entry of this Preliminary Approval
26 Order, AMC shall cause to be delivered by email or otherwise to the Class Administrator and to Class
27 Counsel the class list and other information in accordance with the Settlement Agreement (§ 71).

28 22. The Court orders that within fourteen (14) days of entry of this Preliminary Approval

1 Order, the Class Administrator shall cause to be posted on its website the Class Notice and other
2 important case documents as identified in Settlement Agreement ¶ 72.

3 23. The Court orders that within twenty-one (21) days after AMC provides the class
4 information to the Class Administrator, the Class Administrator shall mail, first class postage, the
5 completed Class Notices, substantially in the form attached hereto, to all Class Members through the
6 notice procedure described in the Settlement Agreement, including first cross-checking the addresses
7 that Defendant supplies against the U.S. Postal Service's National Change of Address database. The
8 Court orders that the Class Administrator shall complete the blanks in the proposed Class Notice
9 according to the Settlement Agreement before transmission.

10 24. The Court orders that the Class Administrator shall perform such other duties as the
11 Settlement Agreement provides, including responding to inquiries from Class Members, Class
12 Counsel, or Defendant's Counsel, efforts to locate Class Members whose initial Class Notices are
13 returned undeliverable and further transmission of Class Notices to such Class Members, deciding
14 disputes as assigned to the Class Administrator under the Settlement Agreement, such as the
15 sufficiency of purported objections or opt-out requests, and disputes of information specific to a Class
16 Member as stated in his or her Class Notice,

17 25. The Court orders that no later than two weeks before the deadline set forth below for
18 Plaintiffs to file the motion for final approval of class action settlement, the Class Administrator shall
19 provide Class Counsel and Defendant's Counsel with a sworn declaration from the Class
20 Administrator attesting to compliance with the service of the Class Notices and performance of other
21 duties, as set forth above in the Settlement Agreement, reporting the status of undeliverable Class
22 Notices, reporting on Class Member responses if any to the Class Notice, reporting the Class
23 Administrator's resolution of any disputes according to the Settlement Agreement, and stating the
24 admissible evidence to support its requested payment for Class Administration Costs. The Court
25 orders that the declaration shall list the names of those Class Members who have elected to opt out of
26 the Settlement according to the procedures required in the Settlement Agreement.

27 26. The Court orders that no later than one week before the deadline set forth below for
28 Plaintiffs to file the motion for final approval of class action settlement, Defendant shall provide the

1 declaration of its person-most-knowlegeable pursuant to paragraph 71 of the Settlement Agreement,
2 including that as far as Defendant is aware the information provided to the Class Administrator
3 pursuant to said paragraph of the Settlement Agreement is complete, accurate, and based on
4 information in AMC's business records maintained in the regular course of business.

5 27. The Court finds that the notice to be provided as set forth in this Order is the best means of
6 providing notice to the Class Members, is practicable under the circumstances and, when completed,
7 shall constitute due and sufficient notice of the Settlement and the Fairness Hearing to all persons
8 affected by and/or entitled to participate in the Settlement or the Fairness Hearing, in full compliance
9 with the requirements of due process and the California Rules of Court.

10 **Ability of Class Members to Opt Out of the Settlement Class, Object to the Settlement and/or**
11 **Dispute their Individual Payment**

12 28. The Court orders that, pursuant to paragraph 74(c) of the Settlement Agreement, Class
13 Members shall have forty-five (45) days from the date the notice is mailed to submit any requests for
14 exclusions in accordance with the procedures set forth in the Notice. These procedures include the
15 inclusion of specified information with the request for exclusion that confirms the identity of the Class
16 Member.

17 29. The Court orders that any Class Member who does not properly and timely exclude
18 themselves from the Settlement shall be included in the Settlement Class and, if the Settlement is
19 approved and becomes effective and shall be bound by all the terms and provisions of the Settlement
20 Agreement, including but not limited to the Release of Claims described therein, whether or not such
21 person shall have objected to the Settlement.

22 30. The Court orders that, pursuant to paragraph 74(a) of the Settlement Agreement, Class
23 Members shall have forty-five (45) days from the date the notice is mailed to submit any objections to
24 the Settlement in accordance with the procedures set forth in the Notice. The Class Administrator shall
25 email any objections to Counsel for the Parties promptly upon receipt. These procedures include timely
26 mailing copies of the Objection to the Court and to the Class Administrator with specified information
27 that confirms the Class Member's identity included with the copy sent to the Class Administrator.

28 31. The Court orders that, pursuant to paragraph 74(e) of the Settlement Agreement, Class

1 Members shall have forty-five (45) days from the date the Class Notice is mailed to dispute their
2 concerning W-2 Income in a Class position after the February 14, 2018 terminal date of the partial
3 settlement class period, the W-2 Income by year while home based at the Fort Hunter Liggett base,
4 whether he or she was first hired to a Class position after January 14, 2016, or whether he or she
5 worked one flight duty shift in California during the Class Period, in accordance with the procedures
6 set forth in the Settlement Agreement.

7 32. The Court orders that any written objection to the Settlement, request for exclusion from
8 the Settlement Class, or disputed claim amount must be submitted in writing in accordance with the
9 procedures set forth in the Class Notice. The forty-five (45) day deadline shall be specified in the
10 Class Notice. The Court orders that any written objection, exclusion or disputed claim amount must
11 be postmarked on or before the 45-day response deadline,¹ and mailed to:

12 *William Loyd Helmick, et al. v. Air Methods Corporation*

13 c/o [Administrator]

14 [address to be supplied by Class Administrator as stated in Class Notice]

15 The Court further orders that this is without prejudice to the Class Member's written application to
16 be relieved of a failure to follow the procedures that the Settlement Agreement provides for good
17 cause shown. The Court further orders that it also is without prejudice to a Settlement Class Member
18 Objection being heard at the Final Approval Hearing as the Court may permit as long as the
19 Settlement Class Member has not opted out of the Settlement.
20

21 **Class Administrator's Setting Up Qualified Settlement Fund**

22 33. The Court orders that the Class Administrator shall forthwith establish all financial
23 accounts necessary to establish the Qualified Settlement Fund, which shall be an interest-bearing
24 account, and shall promptly notify Defendant's Counsel and Class Counsel by email and U.S. Mail
25 that such accounts have been established and of the payment details necessary to fund the Qualified
26 Settlement Fund.

27 _____
28 ¹In the absence of a discernable postmark on the envelope, the date shall be deemed three days
before receipt.

Fairness Hearing

34. The Court orders that a hearing (the “Fairness Hearing”) shall take place before this Court, on the date and time set forth below, or at such time and place as the Court then continues the hearing to determine:

- a. Whether the Court should permanently certify the Settlement Class;
- b. Whether the Settlement, on the terms and conditions provided for in the Settlement Agreement, should be finally approved by the Court as fair, reasonable and adequate;
- c. Whether judgment should be entered based on the Settlement Agreement; and
- d. Such other matters as the Court may deem necessary or appropriate. The Court may finally approve the Settlement at or after the Fairness Hearing with any modifications agreed to by the Parties and without further notice to the Class Members.

35. The Court orders that any Class Member who has not requested to be excluded from the Settlement, and any other interested person, may appear at the Fairness Hearing in person or by counsel and be heard, to the extent allowed by the Court, either in support of or in opposition to the matters to be considered at the Fairness Hearing. The Court further orders that any documents filed with the Court must also be served on Class Counsel and Defendant’s Counsel by the Objection Deadline, either by hand delivery or by first-class mail.

36. The Court orders that any responses to any written objections to the Settlement and any other matter in support of the Settlement shall be filed with the Court not later than the deadline set forth below.

37. The Court orders that it may adjourn or continue the Fairness Hearing without further notice of any kind other than an announcement of such adjournment or continuance in open court at the Fairness Hearing or any adjournment or continuance thereof.

The Court HEREBY ORDERS AND GRANTS preliminary approval of the class action settlement as set forth above and sets the following schedule:

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	Deadline for Class Administrator to post on its website Class Notice and important documents in case	14 calendar days after entry of Preliminary Approval
	Deadline for AMC to provide updated class list and other information to Class Administrator.	21 calendar days after entry of Preliminary approval
	Deadline for Class Administrator to mail Class Notice after having checked mailing information against USPS National Change of Address database	21 calendar days after Defendant provides the Class information to the Administrator
	Last day for Class Members to file any requests for exclusions, objections or disputes of individual information set forth in Class Notice	45 calendar days from date Class Notice is mailed
	Deadline for Class Administrator to provide declaration to Class Counsel and Defendant's Counsel reporting performance of duties and Class Member responses	Two weeks before deadline set to file Final Approval Motion
	Deadline for Defendant to provide to Class Counsel declaration of person-most-knowledgeable concerning information provided to Class Administrator/Class Counsel	One week before the deadline set to file Final Approval Motion.

<p>Deadline for a) the Parties' replies to any Class Member Objections; b) Plaintiffs to file motion for final approval of class action settlement, including Class Administrator Declaration verifying fulfilment of notice procedures.</p>	<p>[TO BE SET BY COURT]</p>
<p>Final Fairness Hearing</p>	<p>[TO BE SET BY COURT]</p>

38. As stipulated in the Settlement Agreement (§ 103), the Court hereby enjoins the Parties from removing this Action to the U.S. District Court or seeking to transfer this Action during the settlement approval process based on the Settlement.

39. The Court further orders that the Parties, Class Counsel, Defendant's Counsel, and the Class Administrator shall perform all duties required of them as the Settlement Agreement provides or as the Court has ordered up to the Final Approval/Fairness Hearing, whether or not expressly stated in this Order.

IT IS SO ORDERED.

Dated: _____

The Honorable Winifred Y. Smith
Judge of the Superior Court

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EXHIBIT “E”

PROPOSED FINAL APPROVAL ORDER

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA, NORTHERN DIVISION
(Unlimited Jurisdiction)

WILLIAM LOYD HELMICK, SHANE
WILLIAMS, MATTHEW A. POORE,
and TIMOTHY J. ALLISON, individually
and on behalf of all those similarly
situated,

Plaintiffs,
vs.

AIR METHODS CORPORATION, and
DOES 1 – 100, inclusive,

Defendants.

Case No. **RG 13665373**

**Assigned for all purposes to Department 21
(Hon. Winifred Y. Smith)**

CLASS ACTION

**[PROPOSED] ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

DATE: TBA

TIME: TBA

DEPT: 21

(Reservation number: ??)

COMPLAINT FILED: January 30, 2013

TRIAL: TBA

1 Upon consideration of the *Motion for Final Approval of Class Action Settlement* (the
2 “Motion”) filed by Plaintiffs William Loyd Helmick, Shane Williams, Matthew A. Poore, and
3 Timothy J. Allison in the above-captioned case seeking final Court approval of the parties’ settlement
4 of this action (the “Settlement”) on the terms set forth in the Agreement for Settlement of Class and
5 PAGA Claims (the “Settlement Agreement”),¹ and the declarations filed in support thereof, and having
6 reviewed and considered the terms and conditions of the proposed Settlement as set forth in the
7 Settlement Agreement, and the terms of which are incorporated in this Order; and no opposition to the
8 Motion’s having been submitted; and the Court’s having jurisdiction to consider the Motion and the
9 relief requested therein, and venue being proper before the Court; and due and proper notice of the
10 Motion having been provided; and upon the hearing on the Motion and after due deliberation, and
11 good and sufficient cause appearing therefor;

12 **IT IS HERBY ORDERED:**

13 **Final Approval of Class Action Settlement**

14 1. Capitalized terms used in this Order that are not otherwise identified herein have the
15 meaning assigned to them in the Settlement Agreement.

16 2. The Court grants and orders final approval of the terms set forth in the Settlement. The
17 Court finds that the terms of the Settlement are fair, adequate, and reasonable, and to have been the
18 product of serious, informed, and extensive arm’s-length negotiations among the Parties. In making
19 this finding, the Court considers the nature of the claims, the relative strength of Plaintiffs’ claims, the
20 amounts and kinds of benefits paid in settlement, the allocation of settlement proceeds, and the fact
21 that a settlement represents a compromise of the Parties’ respective positions rather than the result of
22 a finding of liability at trial.

23 3. Pursuant to California Labor Code Section 2966(1)(2), the Court also orders approved the
24 portion of the Settlement involving claims under the Private Attorneys General Act of 2004
25 (“PAGA”), finding that the Settlement is fair, reasonable, and adequate.

26 4. Specifically, the Court orders approved in full the Settlement Agreement. The Parties are

27 ¹A copy of the Settlement Agreement was submitted as Exhibit 1 to the Sitkin Declaration submitted
28 in support of the Plaintiffs’ application for preliminary approval.

1 ordered to comply with and implement the Settlement Agreement according to its terms, including
2 those provisions not expressly stated in this Order.

3 5. The Court retains continuing jurisdiction to enforce this Settlement pursuant to California
4 Rule of Court 3.769(h), even after the entry of judgment based thereon. Without affecting the finality
5 of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
6 over the action and the Parties, including all Settlement Class Members, for purposes of enforcing and
7 interpreting this Order and the Settlement.

8 **Final Certification of Settlement Class**

9 6. The Court finds, for the purpose of Settlement, that the proposed Settlement Class meets
10 the criteria for certification under California Code of Civil Procedure Section 382. The Court hereby
11 orders confirmed class certification pursuant to California Code of Civil Procedure Section 382 of the
12 following class: “all former or current Flight Crew, also known as Medical Crew, Medical Flight
13 Crew, and including Flight Nurses (of all levels including but not limited to, Float Nurses), Flight
14 Paramedics (of all levels including, but not limited to, Float Paramedics), Base Supervisors, Clinical
15 Base Supervisors, Medical Base Supervisors, Clinical Base Leads, Clinical Base Educators, and
16 Clinical Leads (collectively "Flight Crew"), whom AMC employed in California at any time on or
17 after January 30, 2009 until June 29, 2020. This Settlement Class consists of those persons within the
18 class certified in the Helmick Action by Order, entered November 24, 2015, the partial settlement class
19 for which the Court granted final approval on June 1, 2018, those persons whom Named Plaintiffs
20 have claimed in the Action that they should be permitted to represent pursuant to PAGA during the
21 Class Period, and those persons within the putative class alleged in the Lyons Action.” Excluded from
22 the Settlement Class are Thomas Easter, Robert Nieblas, and Jonathan Carroll who earlier agreed to
23 be removed from this case in exchange for not being deposed in this litigation and William Hinton.

24 7. For purposes of the Settlement, the Court orders confirmed the appointment of Class
25 Counsel (James M. Sitkin, Law Offices of James M. Sitkin, Joshua Konecky, Schneider Wallace
26 Cottrell, Konecky LLP) and further orders confirmed the appointment of the Named Plaintiffs as Class
27 Representatives.

Class Notice

8. The Court finds that the Class Notice was given to the Settlement Class as required by the Preliminary Approval Order and that it fairly and adequately described the litigation, the Settlement, how they could claim their share of the Settlement, how they could object or exclude themselves from the Settlement, and how they could dispute information on which individual settlement payments were calculated. The Court further finds that the Class Notice was the best notice practicable under the circumstances, and complied with due process, the California Rules of Court, and all other applicable laws. The Court also finds and concludes that the Settlement Class was given a full and fair opportunity to participate in the Final Approval Hearing.

9. The Court finds that [no class member has objected to the settlement] or [ADDRESS ANY OBJECTIONS].

10. The Court finds that [no class member has disputed the individual information set forth in his or her Class Notice on which his or her settlement payment was calculated or [the Claims Administrator received and resolved disputes submitted by NAMES OF CLASS MEMBERS WHO SUBMITTED DISPUTES].

11. The Court finds [that no class member has requested to opt out of the settlement] or [ADD NAMES OF CLASS MEMBERS OPTING OUT AND NOT SUBJECT TO RELEASE].

Release of Claims

12. Upon the Effective Date of the Settlement Agreement and Defendant's completion of performance of its duties under the Settlement Agreement, in exchange for the consideration recited in this Settlement, Named Plaintiffs and all Eligible Class Members on behalf of themselves and on behalf of all who claim by or through them or in their stead, do hereby and forever release, acquit and discharge and covenant not to sue Defendant and its respective attorneys, past, present and future divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, related corporations, and privies, both individually and collectively, and any individual or entity which could be jointly liable with Defendant (referred to as

the “Released Parties”) for any and all class and PAGA claims during the Class Period now pleaded or that could be pleaded based on the facts alleged in the Revised Second Complaint in the Helmick Action or in the Lyons Action for: 1) failure to pay overtime pay and interest related thereto); 2) premium pay for failure to provide meal periods and interest related thereto; 3) premium pay for failure to provide rest periods and interest related thereto; 4) failure to provide itemized wage statements; 5) failure to pay all wages at the time of termination; 6) off the clock work; 7) failure to maintain adequate payroll records; 8) PAGA penalties in connection with any of the foregoing; and 9) any relief related thereto or any claims now pleaded or that could be pleaded based on the facts alleged in the Lyons Complaint in the Lyons Action. This release extends to claims for violations, including, but not limited to, of the following statutes and regulations: California Labor Code Sections: 201, 203, 204, 225.5, 226, 226.3, 226.7, 432.5, 510, 512, 558, 1174; California Business & Professions Code Section 17200 et seq.; Wage Order 9-2001 of the California Industrial Welfare Commission, 8 Cal. Regs. 11090, ¶¶s 3, 7(B), 11, and 12, and comparable paragraphs of other applicable Wage Orders, to the extent such claims were pleaded or could have been pleaded based on the facts alleged in the Revised Second Amended Complaint in the Helmick Action or the complaint in the Lyons Action. Included in this Release are any claims for fees and costs by Class Counsel arising out of the Helmick Action, the Lyons Action, the 2018 Partial Settlement Agreement, or the resolution of Plaintiffs Helmick and Williams’ retaliation claims previously released.

Payments and Distributions

13. Defendant’s payments hereunder shall be in three deposits, except as otherwise provided below, the first of no less than forty million dollars (\$40,000,000) and the second and third each of no less than nineteen million dollars (\$19,000,000). In addition to said amounts, each deposit shall include such additional funds as necessary to pay Class Members not identified in Exhibit A or Exhibit A-1 as set forth in paragraph 74(d) of the Settlement Agreement, interest as set forth in the Settlement Agreement, Defendant’s taxes (including payroll taxes), withholdings, and contributions, and Court approved costs of settlement administration up to a maximum of \$25,000 plus settlement administration costs involved with Defendant’s early payment(s) resulting in more than three

distributions, all as requested by the Class Administrator. Within seven (7) days of entry of the Final Approval Order or such other date as the Court orders, Defendant forthwith shall deposit with the Class Administrator funds that are reasonable and necessary to pay for Class Administration Costs.

14. The entirety of the then unpaid balance of the Court-approved reimbursement to Class Counsel of out-of-pocket costs and expenses (*see* paragraph 86 of the Settlement Agreement) shall be paid from each deposit of the Gross Settlement Amount, with the balance of the deposited Gross Settlement Amount being distributed to Eligible Class Members, the LWDA, Class Counsel (for fees), the Named Plaintiffs and Lyons Plaintiffs in proportion to their shares in the Net Settlement Fund as described in paragraph 81 of the Settlement Agreement.

15. Within no later than seven (7) days after entry of the Final Approval, even if before the Effective Date, Defendant shall deposit with the Class Administrator into the QSF fund the first of the three deposits. Within five (5) days after the Effective Date, the Class Administrator shall distribute that part of the first deposit to be paid to Eligible Class Members, the LWDA, Class Counsel, the Named Plaintiffs, and the Lyons Plaintiffs as provided in paragraphs 81, 86, and 87 of the Settlement Agreement. Defendant shall deposit the second of Defendant's three installments into the QSF fund no later than the earlier of one year after the first installment is due or October 1, 2021, and the third of three installments no later than the earlier of one year after the second installment is due or March 11, 2022; provided, however, that if prior to March 1, 2022, Defendant's existing revolving credit facility in the amount of \$125 million is extended or refinanced or replaced, pursuant to written agreement with a revolving credit facility such that the termination date or final maturity of such facility is no earlier than one year from its current due date, as of the day this Agreement is fully executed (currently April 2022), then the deadline for the third installment shall be extended to the earlier of nine months from when the third installment would otherwise be due under this paragraph paid or December 2 2022. Within five (5) days after each said deposit, the Class Administrator will distribute that part of the deposit constituting the Net Settlement Fund as provided above.

16. The Class Administrator shall promptly notify Class Counsel and Defendant's Counsel by email and U.S. mail that each such disbursement has been made and, no later than seven (7) days after

1 each distribution of Class Member Shares provide a Class Administrator Declaration confirming such.
2 On the Class Administrator's request, but no earlier than Final Approval of this Agreement, Defendant
3 forthwith shall deposit with the Class Administrator into the QSF such funds as the Class
4 Administrator determines are necessary for the Class Administrator to pay all Defendant's taxes
5 (including but not limited to payroll taxes) and its own share of withholdings, fees, deductions,
6 contributions and other amounts to be paid to government agencies and/or tax authorities as provided
7 herein.

8 17. Notwithstanding the forgoing, AMC's payment/deposit schedule is subject to acceleration
9 as provided in the Settlement Agreement.

10 18. Notwithstanding the forgoing, Defendant without penalty may pay early amounts owed as
11 part of its deposits. As long as the amount of the early payment is at least five million dollars
12 (\$5,000,000) or the balance owed for the next of the three deposits, whichever is less, the Class
13 Administrator within five (5) days shall distribute that part corresponding to the Gross Settlement
14 Amount as provided in paragraph 90 and Defendant's said deposit shall cease the further accrual of
15 interest owed by Defendant as to the amount deposited. However, if the amount deposited is less than
16 five million dollars (\$5,000,000) and also less than the balance owed for the next of the three deposits,
17 the Class Administrator shall hold said amounts until Defendant's deposits surpass that threshold and
18 the amounts so held by the Class Administrator will continue to accrue interest owed by Defendant as
19 if they had not been deposited with the Class Administrator. A partial repayment shall not relieve
20 Defendant of making the balance of the payment of the next deposit owed on time. As part of
21 Defendant's responsibility for costs of settlement administration, Defendant shall be responsible for
22 all reasonable costs of settlement administration relating to increase in the number of deposits or
23 distributions beyond the three outlined above, which additional costs shall be deposited into the QSF
24 fund on request by the Class Administrator.

25 19. The Class Administrator is authorized and ordered to make all payments required to tax
26 authorities within seven (7) days of the Effective Date of the Settlement.

27 20. As provided in the Settlement Agreement, ¶ 82(e), the Class Administrator is further
28

1 authorized and ordered to deposit with the Comptroller of the State of California any instruments of
2 payment (such as checks) issued by the Class Administrator to Eligible Class Members which are not
3 cashed or negotiated or re-issued within one hundred eighty (180) days from the date such instruments
4 are issued. Any such deposits of unclaimed wages shall identify the Class Member entitled to the
5 deposited funds. After all other payments are made, the Class Administrator shall pay any undisbursed
6 funds to the *cy pres* beneficiary as provided in the Settlement Agreement, ¶ 82(f).

7
8 **Compliance Hearing After Distribution to Eligible Class Members, LWDA, Class Counsel,**
9 **Named Plaintiffs, and Lyons Plaintiffs**

10 21. The Parties are ordered to appear at [date/time] for a compliance hearing to report to the
11 Court on the distributions to Eligible Class Members, the LWDA, Class Counsel, the Named Plaintiffs,
12 and the Lyons Plaintiffs and performance by the Class Administrator of other duties incumbent on it
13 under the Settlement Agreement or Order of this Court. No less than ten (10) days before the date
14 scheduled for the compliance hearing, the Class Administrator is ordered to deliver a Class
15 Administrator Declaration to Class Counsel and to Defendant's Counsel, which declaration shall detail
16 the Class Administrator's performance of its responsibilities after entry of the Final Approval Order
17 as the Settlement Agreement or Order of this Court describes. Said Class Administrator Declaration
18 is ordered to be filed with the Court and served no less than five (5) dates before the compliance
19 hearing.

20
21 **Permanent Injunction**

22 22. The Court orders permanently enjoined Defendant and the Released Parties from
23 retaliating against Class Members for participating in this Action, settlement, opting out of the
24 settlement or objecting to the settlement.

25 23. Changes in Work Rules: The Court enters permanent injunction that, as of the Effective
26 Date, permanently enjoins Defendant as follows with respect to Class Members or other Flight Crew
27 whom it currently or in the future employs in California:

1 a. AMC will provide meal and rest periods and pay premium wages for missed meal and
2 rest periods as defined by California law. This is without prejudice to AMC's entry into on-duty meal
3 period agreements or obtaining relief from the DLSE insofar as meal or rest period obligations, and
4 without prejudice to whatever legal challenge, if any, that might be brought against such agreements
5 or application for relief. The payment of meal period or rest period premium for a meal period that is
6 not provided or a rest period that is not permitted or authorized, shall not be deemed a violation of the
7 injunction.

8 b. AMC will calculate the regular rate of pay for overtime purposes to include bonuses
9 and stipends as required by California law. This permanent injunctive relief as to this subpart 'b' will
10 become null and void during such period that Flight Crew are unionized and Defendant qualifies for
11 the exemption under Wage Order 9-2001, § 1(E) (2001)

12 c. AMC will treat all Flight Crew work as eligible for daily overtime under California
13 law. All Flight Crew work hours of which AMC has notice will be counted to determine whether daily
14 overtime will be paid and AMC will not rely on Wage Order 9-2001, § 3(K) to classify Flight Crew
15 as exempt from daily overtime. The permanent injunctive relief as to this subparagraph 'c' will become
16 null and void during such period that Flight Crew are unionized and Defendant qualifies for the
17 exemption under Wage Order 9-2001, § 1(E) (2001).

18 d. AMC will not reduce the base hourly pay of a Class Member below that currently paid
19 insofar as he or she continues to occupy the position of a Flight Crew member employed by Defendant
20 in California. Newly hired California Flight Paramedics and California Flight Nurses will have a base
21 hourly pay no less than the lowest base hourly pay of, respectively, California Flight Paramedics and
22 California Flight Nurses as of May 12, 2020. Separately, the minimum base hourly rate for California
23 Flight Paramedics or California Flight Nurses, in the permanent injunction as to this subparagraph (d),
24 may be correspondingly reduced to the extent the lowest base hourly rate of pay paid to Flight
25 Paramedics or Flight Nurses become more than 5% greater than the average hourly rate of pay paid
26 to, respectively, Flight Paramedics or Flight Nurses California market as set forth in a report published
27 by Mercer. Flight Nurse and Flight Paramedic pay shall be separately assessed for purposes of this
28

1 adjustment to the minimum base hourly pay.

2 e. AMC will maintain time and pay records in accordance with California law that
3 accurately state daily and weekly overtime hours worked; applicable overtime rates; when meal
4 periods were taken by Flight Crew; any premium wages paid to Flight Crew for missed meal or rest
5 periods; and the rate of premium wage payments. AMC promptly shall produce such records, in
6 accordance with California law, to Flight Crew or their representative on request without charge. Such
7 records shall be retained for no less than four years.

8 f. AMC will provide Flight Crew with itemized pay statements in accordance with
9 California law that accurately state overtime hours worked, applicable overtime rates, the number of
10 hours of meal and rest period premium pay paid, the hourly rate of premium wage payments and meal
11 and rest period premium wages paid for Flight Crew. AMC shall retain for no less than four years
12 copies of its itemized pay statements for Flight Crew and shall promptly produce such records to Flight
13 Crew or their representative on request without charge.

14
15 **Entry of Judgment.**

16 24. Judgment is ordered entered on the claims settled under the partial settlement consistent
17 with the Final Approval Order for that settlement, entered June 1, 2018 and consistent with this Final
18 Approval Order.

19 **Service Awards and Awards to Class Counsel**

20 25. The Court finds and orders that the Named Plaintiffs are entitled to reasonable Service
21 Awards to be paid from the Gross Settlement Amount for services as Class Representatives relating
22 to the claims settled in the 2018 partial settlement and in this Settlement and in consideration of their
23 entry into mutual general releases with Defendant in the following amounts before addition of interest
24 as provided in the Settlement Agreement: thirty-eight thousand dollars (\$38,000) to Plaintiff Helmick,
25 thirty-three thousand dollars (\$33,000) to Plaintiff Williams, and nineteen thousand dollars (\$19,000)
26 each to Plaintiffs Allison and Poore. Said amounts also shall reimburse them for their out-of-pocket
27 expenses incurred in this legal action and shall be paid from the Gross Settlement Amount.

1 26. The Court finds and orders that Christopher R. Lyons and Amelia G. Vielguth, the plaintiffs
2 in the Lyons Action are entitled to be paid five hundred dollars (\$500) each, with additional interest
3 as provided in the Settlement Agreement, from the Gross Settlement Amount as consideration for
4 entry into mutual general releases with Defendant.

5 27. The Court finds and orders that Class Counsel are entitled to award(s) to be paid by
6 Defendant of reasonable fees, costs (statutory and non-statutory), and expenses relating to the claims
7 settled in the 2018 partial settlement, the retaliation claims of Plaintiffs Helmick and Williams settled
8 in 2019, and the claims settled in the Settlement Agreement in the amount of \$_____, which
9 shall be paid from the Gross Settlement Amount.

10 28. The Court finds and orders that Class Counsel are entitled to award(s) to be paid by
11 Defendant of reasonable fees relating to the claims settled in the 2018 partial settlement, the retaliation
12 claims of Plaintiffs Helmick and Williams settled in 2019, and the claims settled in the Settlement
13 Agreement.in amount, before addition of interest, of \$27,424,615.21. which, too, shall be paid from
14 the Gross Settlement Amount.

15 29. The Court retains jurisdiction over the permanent injunctions, including their
16 implementation and enforcement and providing monetary and any other appropriate relief for their
17 violation.

18 30. The Court retains continuing jurisdiction to enforce this Settlement pursuant to California
19 Rule of Court 3.769(H), even after the entry of judgment based thereon. Without affecting the finality
20 of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
21 over the action and the Parties, including all Settlement Class Members, for purposes of enforcing and
22 interpreting this Order and the Settlement.

23 **IT IS SO ORDERED.**

24 Dated: _____

25 _____
26 The Honorable Winifred Y. Smith
27 Judge of the Superior Court

EXHIBIT “F”

COMPLAINT IN LYONS, ET AL. V. AIR METHODS CORPORATION

1 JAMES M. SITKIN, SBN 107650
2 LAW OFFICES OF JAMES M. SITKIN
3 One Kaiser Plaza, Suite 505
4 Oakland, CA 94612
5 Telephone: (415) 318-1048
6 Facsimile: (415)-362-3268
7 jsitkin@sitkinlegal.com

8 JOSHUA KONECKY, SBN 182897
9 LESLIE JOYNER, SBN 262705
10 SCHNEIDER WALLACE COTTRELL
11 KONECKY WOTKYNS LLP
12 2000 Powell St., Suite 1400
13 Emeryville, CA 94608
14 T: (415) 421-7100
15 F: (415) 421-7105
16 jkonecky@schneiderwallace.com
17 ljoyner@schneiderwallace.com

18 Attorneys for Plaintiffs

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA
20 FOR THE COUNTY OF ALAMEDA, NORTHERN DIVISION
21 (Unlimited Jurisdiction)

22 CHRISTOPHER R. LYONS and AMELIA G.
23 VIELGUTH, individually and on behalf of all
24 those similarly situated,

25 Plaintiffs,
26 vs.

27 AIR METHODS CORPORATION, and DOES 1
28 - 100, inclusive,

Defendants.

) Case No.

) CLASS ACTION

) COMPLAINT FOR VIOLATION OF
) CALIFORNIA LABOR CODE,
) CALIFORNIA INDUSTRIAL WELFARE
) COMMISSION ORDERS, AND
) CALIFORNIA UNFAIR COMPETITION
) LAW

) DEMAND FOR JURY TRIAL

ENDORSED
FILED
ALAMEDA COUNTY
FEB 05 2020

CLERK OF THE SUPERIOR COURT
By Jamie Thomas
JAMIE THOMAS, Deputy

Filed By Fax

COMPLAINT

1 Plaintiffs Christopher R. Lyons and Amelia G. Vielguth (Plaintiffs), on behalf of themselves
2 and all others similarly situated, demanding trial by jury, allege as follows:

3 **PARTIES**

4 1. Plaintiffs are informed and believe, and thereon allege, that defendant Air Methods
5 Corporation (hereinafter "AMC") was and is a company in the business of providing intrastate
6 community-based air medical transport services by helicopter and related ground services within the
7 State of California involving the maintenance of bases for the helicopters. AMC has not and does not
8 operate ambulances on the ground within the State of California.

9 2. Plaintiffs are adult individuals, competent to bring this action. AMC employed Plaintiff
10 Amelia G. Vielguth in California as a Flight Nurse from 2016, after January, to November 2018. AMC
11 employed Plaintiff Christopher R. Lyons as a Flight Paramedic from June 2016 to September 2017.
12 Plaintiffs hereinafter collectively refer to Flight Paramedics and Flight Nurses whom AMC employed
13 within the State of California as "Flight Crew." Flight Crew attend to patients whom AMC transports
14 by air. Flight Crew includes those on AMC's helicopters who are sometimes called "Flight Medical
15 Crew," "Medical Flight Crew," or "Medical Crew," which does not include the helicopter pilots.

16 3. AMC's practice is to assign Flight Crew a home base, though it also has Flight Crew
17 temporarily work from other bases. AMC subdivides Flight Crew work shifts between flight duty shifts
18 and non-flight duty shifts. AMC's practice is to require Flight Crew to remain on base except when
19 called away on a job-related duty and to be available for dispatch on a medical transport during their
20 flight duty shifts. While on base during flight duty shifts, Flight Crew perform other job duties. For
21 example, on returning from a dispatch associated with a medical transport, Flight Crew routinely clean
22 and restock the helicopter and do extensive charting. In another example, Flight Crew routinely do on-
23 line training while at their bases. In another example, Flight Crew must remain in uniform during
24 periods at the base. In another example, Flight Crew who have been designated Clinical Base Leads
25 (formerly called Clinical Base Supervisors or Medical Base Supervisors) may relay information
26 received from management during base meetings to other Flight Crew. In another example, Flight
27 Crew may share in cleaning the base.
28

1 4. During non-flight duty shifts, AMC's practice is not to require Flight Crew to be
2 available for dispatch on a medical transport. AMC assigns Flight Crew to attend mandatory trainings
3 that may take place far away from their home base. Flight Crew also may represent AMC at
4 community or other publicity events. Plaintiffs are informed and believe, and thereon allege, that AMC
5 more regularly has had Flight Crew who also perform Clinical Base Lead duties represent AMC at
6 such events. During non-flight duty shifts, Flight Crew also may attend regular Program Meetings for
7 operational and administrative direction. Program Meetings regularly are attended by Flight Crew from
8 more than one base.

9 5. Based on a misclassification of Flight Crew as exempt employees under California law,
10 AMC has wrongly failed to pay overtime and failed to provide duty free meal/rest periods or in their
11 absence pay added wages.

12 6. Plaintiffs are ignorant of the true names and/or capacities of the defendants sued herein
13 as Does 1-100, inclusive, and therefore sue these defendants by such fictitious names. Plaintiffs will
14 amend the complaint to allege their true names and capacities when ascertained. Plaintiffs are informed
15 and believe, and thereon allege, that each of the fictitiously named defendants is legally responsible for
16 the occurrences herein alleged and that plaintiff's losses and damages are the result of their wrongful
17 conduct. AMC and Does 1-100 are hereinafter collectively referred to as "Defendants."

18 **UNLIMITED JURISDICTION AND VENUE**
19

20 7. The monetary value of each Plaintiff's claims exceeds \$25,000. Plaintiffs are informed
21 and believe, and thereon allege, that the amount in controversy of their claims and those whom they
22 herein seek to represent is less than five million dollars and this case does not qualify for removal under
23 CAFA. Plaintiffs are informed and believe, and thereon allege that the amount in controversy of all
24 claims of Plaintiff Christopher R. Lyons is less than seventy-five thousand dollars.

25 8. During the relevant period, AMC has conducted its business and maintained a business
26 location in this judicial district such that Flight Crew performed services for AMC within the county of
27 Alameda, California, for which days of work they were entitled to overtime under California law, but
28

1 not paid overtime by AMC and for which days they were entitled to meal and rest breaks under
2 California law, but were not provided the opportunity to take meal and rest breaks and were not paid
3 premium wages in their absence by AMC . Thus, Plaintiff Christopher R. Lyons, while living within
4 this judicial district, where he continues to live, was assigned by AMC to and worked from an AMC
5 base within this judicial district. At said location, said Plaintiff worked sufficient hours to be entitled to
6 overtime, which AMC has not paid him, and worked sufficient hours to be entitled to meal and rest
7 breaks, which AMC did not provide and for which AMC did not pay premium wages in their absence.
8 Said Plaintiff's underpayment of wages occurred within this judicial district as well.

9 PRIOR RELATED LAWSUIT

10
11 9. The claims asserted herein do not overlap with those for which recovery has been or
12 will be obtained in the pending action against AMC entitled, William Loyd Helmick, et al. v. Air
13 Methods Corporation, Alameda County Superior Court, case no. RG13665373 (hereinafter "Helmick
14 Action"), filed January 30, 2013, in which those plaintiffs sought to recover back overtime and
15 premium wages for California Flight Crew, among other items of relief. By way of background, by
16 Order entered November 24, 2015, the Court certified a class of Flight Crew employed in California at
17 any time from January 30, 2009 through class notice, the initial issuance of which occurred on January
18 14, 2016, followed by subsequent transmissions later that year. Separate from the class claims, the
19 plaintiffs in the Helmick Action asserted representative, non-class claims under PAGA.

20 10. The plaintiffs in the Helmick Action proceeded to trial on the basis that PAGA
21 permitted recovery under Labor Code § 558 of back overtime and premium wages such that recovery
22 of these back wages and related interest did not require assertion of claims on other bases or, more
23 specifically, membership in the class the Court certified in the Helmick Action.

24 11. After the trial was conducted in July 2019 and during post-trial briefing, the California
25 Supreme Court entered its decision in ZB, N.A. v. Superior Court (2019) 8 Cal. 5th 175, in which it
26 held that Labor Code § 558 no longer could be employed by private PAGA plaintiffs as a vehicle to
27 recover back wages. In the post-trial briefing, plaintiffs in the Helmick Action consequently modified
28

1 their damage model to exclude recovery of back wages and interest by non-Class members, i.e. those
2 Flight Crew, like Plaintiffs, AMC hired since January 14, 2016.

3 12. So, the Helmick Action will adjudicate the claims for civil penalties for overtime and
4 meal and rest break violations for those hired since January 14, 2016 only through entry of judgment
5 in the Helmick Action. Otherwise, Plaintiffs therefore seek to recover herein the unpaid overtime and
6 premium wages for missed meal and rest breaks owing to Flight Crew hired since January 14, 2016,
7 regardless of when accrued. Plaintiffs also seek to recover the unpaid overtime and premium wages
8 owed to Flight Crew whom AMC employed in California since the entry of judgment in the Helmick
9 Action, regardless of when hired.

10
11 **EXCLUSION OF CLAIMS BASED ON WORK AT FORT HUNTER LIGGETT BASE AND**
12 **LIMITATION OF CLAIMS OTHER THAN OVERTIME AND MEAL/REST BREAKS**
CLAIMS TO PERIOD SINCE FEBRUARY 14, 2018

13 13. In the Helmick Action, the Superior Court currently has stated its inclination to
14 adjudicate that under the Federal Enclave doctrine bars recovery based on California overtime and
15 meal and rest break protections for Flight Crew at AMC's Fort Hunter Liggett base. Although
16 Plaintiffs are informed and believe, and thereon allege that this is incorrect, notwithstanding any other
17 allegation herein, Plaintiffs do not seek recovery barred by the Federal Enclave doctrine associated
18 with the Fort Hunter Liggett base.

19 14. In the Helmick Action, there was a partial settlement of the class claims other than
20 those for overtime, meal/rest breaks, and related claims for civil penalties with a February 14, 2018
21 release date. The Court in the Helmick Action ordered final approval of the partial settlement by
22 Order, entered June 1, 2018. Notwithstanding any other allegation herein, other than for overtime,
23 meal/rest breaks, and related claims for civil penalties, Plaintiffs' claims herein are limited in time to
24 those arising after the later of February 14, 2018 or any applicable statute of limitations.

25 **CLASS ACTION ALLEGATIONS**

26
27 15. Plaintiffs' claims alleged herein are brought individually on behalf of the Plaintiffs and
28 in a representative capacity on behalf of similarly situated current and former Flight Crew. They assert

1 violations of California law on behalf of Plaintiffs and all others similarly situated, who are described
2 as follows: all persons who, having been hired by AMC since January 14, 2016, performed services or
3 perform services in California as a Flight Paramedic or Flight Nurse and all persons, regardless of when
4 hired by AMC, who performed such services at any time after entry of judgment in the Helmick Action
5 until such time as there is a final disposition of this lawsuit (hereinafter the "Class"). The Class
6 includes the relatively infrequent circumstance of a Flight Crew Member who primarily works outside
7 California to the extent the Flight Crew Member works in California.

8 16. Plaintiffs, who seek to serve as representatives of the Class, are members of the Class.
9 Like the other members of the Class, each Plaintiff suffered some form of injury of which complaint is
10 herein alleged on behalf of the Class whom each Plaintiff seeks to represent, including not having been
11 paid overtime pay in violation of California law and not having been provided duty free meal and rest
12 periods or paid premium wages in their absence in violation of California law.

13 17. Plaintiffs are unable to state the exact number of the Class. Plaintiffs are informed and
14 believe, and thereon allege, that the Class exceeds 100 persons and are geographically dispersed,
15 including across several counties in California. The members of the Class are so numerous as to make
16 joinder impracticable. Plaintiffs are informed and believe, and thereon allege, that Defendants have
17 identified or can readily identify members of the Class, but that it is impractical, in light of their
18 number and geographic diversity to bring them all before this Court as named plaintiffs.

19 18. The common questions of law or fact, which are of general interest, predominate over
20 any questions affecting individual Class members only, rendering a class action a superior to other
21 available methods for the fair and efficient adjudication of the controversy. These questions are such
22 that proof of a state of facts common to the members of the Class will entitle each member of the Class
23 to some form of relief as requested in this Complaint. The questions of law or fact common to the
24 Class, include, but are not limited to, the following examples:

25 a) The rights that are the subject of this litigation are held in common by the Class'
26 members, including Plaintiffs, arise under California law. The Class' claims for violation of
27 California Business & Professions Code §§ 17200, et seq. insofar as failure to pay overtime
28

1 wages and failure to provide meal or rest periods or in their absence pay added wages rely on
2 the California Labor Code or Industrial Welfare Orders as predicate unlawful acts to support a
3 finding that Defendants have engaged and are engaging in unlawful business practices.

4 b) Since at least January 14, 2016, Defendants have had a uniform policy and practice
5 for Plaintiffs and the Class of not paying all overtime owed, not providing duty free meal or rest
6 periods, and not paying premium wages for missed meal or rest periods.

7 c) Since at least January 14, 2016, Defendants have uniformly misclassified Plaintiffs
8 and the other Class members as employees exempt under California law from overtime
9 protections based on: i) the Railway Labor Act, 45 U.S.C. §§ 151, et seq., though all Flight
10 Crew have been non-unionized and not subject to a collective bargaining agreement, rendering
11 that California exemption inapplicable as a basis of exempt status under California law and ii)
12 Wage Order 9-2001 [8 CCR § 11090 (2001)], § 3(K), though Flight Crew, as the Court found in
13 the Helmick Action by decision entered August 23, 2017, are not “ambulance drivers and
14 attendants” potentially subject to this daily overtime exemption.

15 d) Since at least January 14, 2016, AMC has claimed in the Helmick Action that
16 California meal and rest break protections for all Flight Crew were preempted by the Airline
17 Deregulation Act, 49 U.S.C. § 41713, which defense the Court adjudicated to be without merit
18 by Order, entered November 29, 2017.

19 e) Since at least January 14, 2016, Defendants have had a policy and a uniform practice
20 of paying Plaintiffs and the Class on an hourly basis such that they have not been salaried
21 employees.

22 f) The binding effect to be given the judgment in the Helmick Action when final,
23 including under the legal doctrine of collateral estoppel.

24
25 19. Plaintiffs will fairly and adequately protect the interests of the Class, whom they seek to
26 represent. Plaintiffs’ legal counsel, who is competent and experienced in wage and hour class action
27 litigation, will also fairly and adequately represent the Class.

20. The claims of the Plaintiffs are typical of the claims of the Class they would represent. Plaintiffs are not asserting any individual claims qualitatively different from the Class claims.

21. The prosecution of separate actions by individual Class members would create the risk of inconsistent or varying adjudications of California law in different jurisdictions with respect to individual Class members, which could establish incompatible standards of conduct for Defendants.

22. Plaintiffs are informed and believe, and thereon allege, that Defendants, in refusing to pay and provide employee benefits as herein alleged to or for the members of the Class, including Plaintiffs, have acted and refused to act on grounds generally applicable to all claims, thereby making appropriate monetary relief for all members of the Class.

23. Wherefore, a well-defined community of interest exists among the members of the Class, including Plaintiffs.

FACTUAL ALLEGATIONS

24. Except where otherwise alleged, the following circumstances have existed since at least January 14, 2016 and apply to the members of the Class, including Plaintiffs. The Class members have been or are hourly employees. Plaintiffs are informed and believe, and thereon allege, that AMC's practice has been to pay the Class members by direct deposit into their designated bank accounts on a bi-weekly basis.

25. Class members routinely work more than eight hours in a day and more than forty hours in a work week. Defendants do not pay all overtime due to Plaintiffs and the other Class members under California law. For flight duty shifts, which span calendar days and define the work day, Defendants regularly do not pay daily overtime and regularly do not count toward weekly overtime what AMC calls uninterrupted sleep periods of eight hours.

26. Defendants have not provided the Class all meal periods and rest periods as required by California law. The positions' job duties, as currently structured, impede taking off duty meal periods during flight duty shifts as provided by law insofar as these job duties include periods of required presence at a location designated by Defendants and performance of other duties so as to be available to attend to patients transported by helicopter during flight duty shifts and the performance of other

1 duties. Plaintiffs are informed and believe, and thereon allege, that Defendants, like other employers
2 engaged in California in the business of community based medical transport by helicopter, could, but
3 have elected not to, have Flight Crew enter into on duty meal agreements for flight duty shifts and that
4 sufficient time routinely exists to provide Flight Crew on duty meal periods such that Defendants
5 largely could have avoided and could avoid payment of premium hours for missed meal periods and
6 could avoid any significant impact on price, service or routing in providing meal and rest breaks.
7 Defendants, however, have not paid the Class premium hours for missed meal or rest periods, though,
8 Plaintiffs are informed and believe, and thereon allege, to do so would not have a significant impact
9 on AMC's routing, pricing, and service during flight duty shifts and that this is generally true of
10 California companies also engaged in community based helicopter medical transport for the same
11 reasons.

12 27. Separately, AMC routinely has Flight Crew work non-flight duty shifts in California
13 during which Defendants have had Flight Crew, including Plaintiffs, among other activities, attend
14 mandatory trainings, staff meetings, and appear on AMC's behalf at community meetings. Plaintiffs
15 are informed and believe, and thereon allege that Defendants' providing off duty meal or rest periods
16 for non-flight duty shifts can have no affect on AMC's routing, pricing, and service insofar as its flight
17 activities and that this is generally true of California companies engaged in community based
18 helicopter medical transport for the same reasons. Nevertheless, Plaintiffs are informed and believe,
19 that AMC routinely does not provide compliant meal or rest periods or, in their absence, pay premium
20 wages.

21
22 28. The itemized pay statements that the Class members receive are inaccurate, including
23 because they do not accurately state hours worked at applicable hourly rates. They also do not record
24 missed meal periods nor premium hour payments for which Class members are entitled as a result of
25 missing meal or rest periods. Plaintiffs are informed and believe, and thereon allege, that their
26 inaccuracy impairs the ability of the Class to determine if they are correctly paid overtime and what
27 overtime is owed. Plaintiffs are informed and believe, and thereon allege, that Defendants' time and
28 pay records are similarly inaccurate and do not accurately record sleeping periods.

1 29. Class members are not paid accrued wages in a timely manner nor when they terminate
2 employment.

3 **FIRST CLAIM BY ALL PLAINTIFFS ON BEHALF OF THEMSELVES AND THE**
4 **CLASS AGAINST ALL DEFENDANTS FOR VIOLATION OF CALIFORNIA LABOR CODE**
5 **AND CALIFORNIA INDUSTRIAL COMMISSION WAGE ORDERS – MEAL AND REST**
6 **PERIODS**

7 **(Class Claim)**

8 30. Plaintiffs hereby incorporate by reference as though fully set forth at length herein
9 paragraphs 1–29 of this Complaint.

10 31. As hereinabove alleged, Defendants willfully failed to provide duty free meal/rest
11 periods, enter into on duty meal periods, or pay wages in lieu thereof as required by California Labor
12 Code §§ 226.7 and 512, Wage Order 9-2001 [8 CCR § 11090 (2001)], §§ 11, 12, and comparable
13 paragraphs in any other applicable Wage Order. Defendants therefore breached their duties to
14 Plaintiffs, and other members of the Class under the California Labor Code and California Industrial
15 Welfare Commission Wage Order 9-2001 [8 CCR § 11090 (2001)] or any other applicable Wage
16 Order. Plaintiffs are informed and believe, and thereon allege, that Defendants’ providing meal and
17 rest periods or paying added wages in their absence would not have a significant impact on AMC’s
18 routing, service, or price. Plaintiffs are further informed and believe, and thereon allege, that generally
19 that employers engaged in the business in California of community-based medical transport by
20 helicopter could provide meal and rest periods or pay added wages in their absence without a
21 significant impact on their routing, service, or price.

22 32. Defendants willfully failed to pay all termination wages, including accrued added wages
23 for missed meal/rest periods, within the thirty day time limit set forth for the payment of termination
24 wages under California Labor Code §§201-203. Defendants therefore breached their duties to the
25 members of the Class who terminated their employment with AMC since February 14, 2018 under the
26 California Labor Code. Plaintiffs request that Defendants be required to pay the members of the Class,
27 including Plaintiff Vielguth, who have terminated their employment with AMC at any time since
28 February 14, 2018, waiting time penalties under California Labor Code §§201-203.

1 33. Plaintiffs request that Defendants be required to pay to them and other members of the
2 Class who performed services in California for AMC premium wages for missed meal/rest periods, as
3 provided under California Labor Code and California Industrial Welfare Commission, including
4 paragraphs 11-12 of California Industrial Welfare Commission Wage Order 9-2001 [8 CCR § 11090
5 (2001)] and comparable paragraph within any other applicable Wage Order. Plaintiffs further request
6 that any unpaid residue be ordered paid “to nonprofit organizations or foundations to support projects
7 that will benefit the Class or similarly situated persons, or that promote the law consistent with the
8 objectives and purposes of the underlying cause of action, to child advocacy programs, or to nonprofit
9 organizations providing civil legal services to the indigent...” as provided under California Code of
10 Civil Procedure § 384(b).

11 34. In pursuing the claims alleged herein, including their investigation and litigation,
12 Plaintiffs have incurred or will incur attorneys' fees (and staff fees) and costs for which they seek
13 reimbursement from Defendants. These costs include, but are not limited to, filing fees, deposition
14 charges, service of process fees, photocopying, telephone charges, fax charges, postage charges,
15 travel/transportation expenses, messenger and other delivery charges, expert/consultant expenses,
16 expenses associated with the preparation of evidence for presentation at trial, and other charges
17 customary to the conduct of litigation. An award of such fees and costs is appropriate because the
18 prosecution of this action will result in in the enforcement of an important right affecting the public
19 interest as (a) a significant benefit, whether pecuniary or non-pecuniary, will be conferred on the
20 general public or a large class of persons, (b) the necessity and financial burden of private enforcement
21 are such as to make the award appropriate, and (c) such fees should not in the interest of justice be paid
22 out of the recovery.
23

24 Wherefore, Plaintiffs pray for a judgment as hereinafter set forth.

25 ///

26 ///

27 ///

1 **SECOND CLAIM BY ALL PLAINTIFFS ON BEHALF OF THEMSELVES AND THE CLASS**
2 **MEMBERS AGAINST ALL DEFENDANTS FOR VIOLATION OF CALIFORNIA LABOR**
3 **CODE AND CALIFORNIA INDUSTRIAL COMMISSION WAGE ORDERS - OVERTIME**

4 **(Class Claim)**

5 35. Plaintiffs hereby incorporate by reference as though fully set forth at length herein
6 paragraphs 1 – 34 of this Complaint.

7 36. As hereinabove alleged, Defendants willfully failed to pay to Plaintiffs and other
8 members of the Class all overtime pay as required under the California Labor Code, including
9 California Labor Code § 510, and under paragraph 3 of California Industrial Welfare Commission
10 Wage Order 9-2001 [8 CCR § 11090 (2001)], or any other applicable Wage Order. Defendants
11 therefore breached their duties to Plaintiffs and other members of the Class who have performed
12 services in California under the California Labor Code and California Industrial Welfare Commission
13 Wage Order 9-2001 [8 CCR § 11090 (2001)] or any other applicable Wage Order.

14 37. Defendants willfully failed to pay all termination wages, including accrued added wages
15 for overtime, within the 30 day time limit set forth for the payment of termination wages under
16 California Labor Code §§201-203. Defendants therefore breached their duties to the members of the
17 Class who terminated their employment with AMC since February 14, 2018 under the California Labor
18 Code. Plaintiffs request that Defendants be required to pay the members of the Class, including
19 Plaintiff Vielguth, who have terminated their employment with AMC at any time since February 14,
20 2018, waiting time penalties under California Labor Code §§201-203.

21 38. Plaintiffs request that Defendants be required to pay to Plaintiffs, and other members of
22 the Class overtime wages as provided under California Labor Code and California Industrial Welfare
23 Commission Wage Orders, including under paragraph 3 of California Industrial Welfare Commission
24 Wage Order 9-2001 [8 CCR § 11090 (2001)]. Plaintiffs further request that any unpaid residue be
25 ordered paid “to nonprofit organizations or foundations to support projects that will benefit the Class or
26 similarly situated persons, or that promote the law consistent with the objectives and purposes of the
27 underlying cause of action, to child advocacy programs, or to nonprofit organizations providing civil
28 legal services to the indigent...” as provided under California Code of Civil Procedure § 384(b).

1 39. In pursuing the claims alleged herein, including their investigation and litigation,
2 Plaintiffs have incurred or will incur attorneys' fees (and staff fees) and costs for which they seek
3 reimbursement. These costs include, but are not limited to, filing fees, deposition charges, service of
4 process fees, photocopying, telephone charges, fax charges, postage charges, travel/transportation
5 expenses, messenger and other delivery charges, expert/consultant expenses, expenses associated with
6 the preparation of evidence for presentation at trial, and other charges customary to the conduct of
7 litigation.

8 Wherefore, Plaintiffs pray for a judgment as hereinafter set forth.

9 **THIRD CLAIM BY ALL PLAINTIFFS ON BEHALF OF THEMSELVES AND THE CLASS**
10 **AGAINST ALL DEFENDANTS FOR VIOLATION OF CALIFORNIA LABOR CODE AND**
11 **CALIFORNIA INDUSTRIAL COMMISSION WAGE ORDERS – ITEMIZED PAY**
12 **STATEMENTS AND TIME/PAY RECORDS**

13 **(Class Claim)**

14 40. Plaintiffs hereby incorporate by reference as though fully set forth at length herein
15 paragraphs 1–39 of this Complaint.

16 41. As hereinabove alleged, Defendants willfully failed to provide itemized pay statements
17 to Flight Crew as required by California Labor Code § 226 and paragraph 7(B) of California Industrial
18 Welfare Commission Wage Order 9-2001 [8 CCR § 11090 (2001)], or any other applicable Wage
19 Order. Defendants also failed to maintain wage time records as required by California Labor Code §
20 226 and paragraph 7(A) of California Industrial Welfare Commission Wage Order 9-2001 [8 CCR §
21 11090 (2001)], or any other applicable Wage Order. The itemized pay statements that Plaintiffs and the
22 Class received are inaccurate, including because they do not accurately state hours worked at applicable
23 hourly rates. Plaintiffs are informed and believe, and thereon allege, that their inaccuracy impairs the
24 ability of Flight Crew to determine if they are correctly paid overtime and what overtime is owed.
25 Defendants therefore breached their duties to Plaintiffs, and other members of the Class who have
26 performed services in California since three years before the filing of this legal action under the
27 California Labor Code and California Industrial Welfare Commission Wage Order 9-2001 or any other
28 applicable Wage Order.

1 42. Plaintiffs request that Defendants be required to pay to them, and other members of the
2 Class who performed services in California for AMC at any time since February 14, 2018 damages or
3 statutory penalties as provided under California Labor Code, including § 226. Plaintiffs further request
4 that any unpaid residue be ordered paid “to nonprofit organizations or foundations to support projects
5 that will benefit the Class or similarly situated persons, or that promote the law consistent with the
6 objectives and purposes of the underlying cause of action, to child advocacy programs, or to nonprofit
7 organizations providing civil legal services to the indigent...” as provided under California Code of
8 Civil Procedure § 384(b).

9 44. In pursuing the claims alleged herein, including their investigation and litigation,
10 Plaintiffs have incurred or will incur attorneys' fees (and paralegal fees) and costs for which they seek
11 reimbursement. These costs include, but are not limited to, filing fees, deposition charges, service of
12 process fees, photocopying, telephone charges, fax charges, postage charges, travel/transportation
13 expenses, messenger and other delivery charges, expert/consultant expenses, expenses associated with
14 the preparation of evidence for presentation at trial, and other charges customary to the conduct of
15 litigation.

16
17 Wherefore, Plaintiffs pray for a judgment and a decree as hereinafter set forth.

18 **FOURTH CLAIM BY ALL PLAINTIFFS ON BEHALF OF THEMSELVES AND THE CLASS**
19 **AGAINST ALL DEFENDANTS FOR VIOLATION OF CALIFORNIA UNFAIR**
20 **COMPETITION LAW**

21 **(Class Claim)**

22 45. Plaintiffs hereby incorporate by reference as though fully set forth at length herein
23 paragraphs 1 - 44 of this Complaint.

24 46. As hereinabove alleged, Defendants, in the course of AMC's business, have committed
25 acts and engaged in a practice of unfair competition through unlawful acts, as defined by California
26 Business & Professions Code §17200, including the following: a) not paying all overtime pay as
27 California law requires, b) not providing meal/rest breaks and in their absence paying required added
28 wages as California Labor Code §§ 226.7 and 512, California Wage Order 9-2001 [8 CCR § 11090

(2001)], ¶¶ 11-12, and comparable provisions within any other applicable Wage Order require, c) not providing itemized pay statements as California Labor Code § 226, California Wage Order 9-2001, ¶ 7(B), and comparable provisions within any other applicable Wage Order require, d) not timely paying accrued wages on termination of employment as California Labor Code §§ 201-203 require, and e) not maintaining time/pay records as California Labor Code § 226, California Wage Order 9-2001, ¶ 7(A), and comparable provisions within any other applicable Wage Order require.

47. As a direct and proximate result of the above-described misconduct, Defendants have received and continue to hold ill-gotten gains belonging to others as described above, including Plaintiffs. Plaintiffs therefore request that Defendants be ordered to make restitution and disgorgement of all said ill-gotten gains as part of a fluid fund recovery to be distributed in accordance with the Court's equitable discretion, including consideration that unpaid residue be paid "to nonprofit organizations or foundations to support projects that will benefit the Class or similarly situated persons, or that promote the law consistent with the objectives and purposes of the underlying cause of action, to child advocacy programs, or to nonprofit organizations providing civil legal services to the indigent..." as provided under California Code of Civil Procedure § 384(b).

48. Plaintiffs request reasonable attorneys fees under California Code of Civil Procedure §1021.5.

Wherefore, Plaintiffs pray for judgment as follows.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs seek relief from this Court in the following respects:

1. The Court declares, adjudges and decrees that this action is a proper class action and certifies the Class under California Code of Civil Procedure § 382.

2. The Court declares, adjudges and decrees that regarding Class members during the periods applicable to the subject claims: a) Defendants violated the California Labor Code and California Industrial Welfare Commission Wage Orders, including in failing to pay overtime pay, failing to provide meal/rest periods or in their absence pay wages for on duty meal/rest periods as

1 required by Labor Code §§ 226.7 and 512, and applicable Wage Order(s), failing to provide itemized
2 pay statements as required under California Labor Code §226 and applicable Wage Order(s), failing
3 timely to pay accrued wages to Class members on termination of employment, and failing to maintain
4 time/pay records as required under California Labor Code § 226 and applicable Wage Order(s); b) time
5 during which these Class members are on duty constitutes compensable hours of employment for
6 purposes of the California Labor Code and California Industrial Welfare Commission Wage Orders; c)
7 Class members are entitled to an award for the unpaid overtime pay, wages for absence of duty free
8 meal/rest periods, waiting time penalties, penalties for absence of properly itemized wage
9 statements/record maintenance, and any other applicable statutory penalties; and d) equitable
10 distribution of the unpaid residue of any recovery pursuant to CCP § 384.

11 3. The Court declares, adjudges and decrees that: a) Defendants violated the California
12 Unfair Business Practices Act/Unfair Competition Law, California Business & Professions Code §§
13 17200, et seq., by engaging in unlawful conduct, including in failing to pay overtime pay, failing to
14 provide meal/rest periods or in their absence pay wages for on duty meal/rest periods as required by
15 Labor Code §§ 226.7 and 512, and applicable Wage Order(s), failing to provide itemized pay
16 statements as required under California Labor Code §226 and applicable Wage Order(s), failing timely
17 to pay accrued wages to Class members on termination of employment, and failing to maintain
18 time/pay records as required under California Labor Code § 226 and applicable Wage Order(s); b) time
19 during which these Class members are on duty constitutes compensable hours of employment for
20 purposes of the California Labor Code and California Industrial Welfare Commission Wage Orders;
21 and c) Defendants should be ordered to make restitution and disgorgement of all ill-gotten gains,
22 including unpaid overtime and unpaid added wages for missed meal/rest periods, into a fluid recovery
23 fund; and d) equitable distribution of the unpaid residue of any recovery pursuant to CCP § 384.

24 4. Reasonable attorneys fees and costs/expenses, both statutory and non-statutory.

25 5. Pre-judgment and post-judgment interest as provided by law.

26 6. Injunctive relief, including a temporary restraining order, preliminary injunction, and
27 permanent injunction as provided by law.
28

7. Such other relief as the Court deems just and proper.

DATE: February 4, 2020

LAW OFFICES OF JAMES M. SITKIN

SCHNEIDER WALLACE COTTRELL
KONECKY WOTKYNs LLP

By:

JAMES M. SITKIN
JOSHUA KONECKY
LESLIE JOYNER
Attorneys for Plaintiffs

Plaintiffs hereby demand trial by jury.

DATE: February 4, 2020

LAW OFFICES OF JAMES M. SITKIN

SCHNEIDER WALLACE COTTRELL
KONECKY WOTKYNs LLP

By:

JAMES M. SITKIN
JOSHUA KONECKY
LESLIE JOYNER
Attorneys for Plaintiffs

EXHIBIT “G”

FINAL JUDGMENT

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA
OAKLAND – RENE C. DAVIDSON COURTHOUSE

WILLIAM LOYD HELMICK, SHANE
WILLIAMS, MATTHEW A. POORE, and
TIMOTHY J. ALLISON, individually and on
behalf of all those similarly situated,

Plaintiffs,

vs.

AIR METHODS CORPORATION, and DOES 1
– 100, inclusive,

Defendants.

CASE NO.: RG13665373

CLASS ACTION

*Assigned for all purposes to the
Hon. Winifred Y. Smith, Dept. 21*

[proposed] JUDGMENT

Trial Date: July 8, 2019

Dept.: 21

Complaint Filed: January 30, 2013

- 1 Judgment is hereby entered pursuant to the Final Approval Order of the partial settlement,
2 entered June 1, 2018, and the Final Approval Order, entered _____, 2020.
- 3 2. The Court permanently enjoins Defendant from retaliating against Class Members for
4 participating in this Action, settlement, opting out of the Settlement or objecting to the
5 Settlement.
- 6 3. The Court enters a permanent injunction that, as of the Effective Date of the Settlement,
7 permanently enjoins Defendant as follows with respect to Class Members or other Flight Crew
8 whom it currently or in the future employs in California:
 - 9 a. AMC will provide meal and rest periods and pay premium wages for missed meal and rest periods
10 as defined by California law. This is without prejudice to AMC's entry into on-duty meal period
11 agreements or obtaining relief from the DLSE insofar as meal or rest period obligations, and without
12 prejudice to whatever legal challenge, if any, that might be brought against such agreements or
13 application for relief. The payment of meal period or rest period premium for a meal period that is
14 not provided or a rest period that is not permitted or authorized, shall not be deemed a violation of
15 the injunction.
 - 16 b. AMC will calculate the regular rate of pay for overtime purposes to include bonuses and stipends as
17 required by California law. This permanent injunctive relief as to this subpart 'b' will become null
18 and void during such period that Flight Crew are unionized and Defendant qualifies for the exemption
19 under Wage Order 9-2001, § 1(E) (2001)
 - 20 c. AMC will treat all Flight Crew work as eligible for daily overtime under California law. All Flight
21 Crew work hours of which AMC has notice will be counted to determine whether daily overtime will
22 be paid and AMC will not rely on Wage Order 9-2001, § 3(K) to classify Flight Crew as exempt
23 from daily overtime. The permanent injunctive relief as to this subparagraph 'c' will become null
24 and void during such period that Flight Crew are unionized and Defendant qualifies for the exemption
25 under Wage Order 9-2001, § 1(E) (2001).
 - 26 d. AMC will not reduce the base hourly pay of a Class Member below that currently paid insofar as he
27 or she continues to occupy the position of a Flight Crew member employed by Defendant in
28

California. Newly hired California Flight Paramedics and California Flight Nurses will have a base hourly pay no less than the lowest base hourly pay of, respectively, California Flight Paramedics and California Flight Nurses as of May 12, 2020. Separately, the minimum base hourly rate for California Flight Paramedics or California Flight Nurses, in the permanent injunction as to this subparagraph (d), may be correspondingly reduced to the extent the lowest base hourly rate of pay paid to Flight Paramedics or Flight Nurses become more than 5% greater than the average hourly rate of pay paid to, respectively, Flight Paramedics or Flight Nurses California market as set forth in a report published by Mercer. Flight Nurse and Flight Paramedic pay shall be separately assessed for purposes of this adjustment to the minimum base hourly pay.

- e. AMC will maintain time and pay records in accordance with California law that accurately state daily and weekly overtime hours worked; applicable overtime rates; when meal periods were taken by Flight Crew; any premium wages paid to Flight Crew for missed meal or rest periods; and the rate of premium wage payments. AMC promptly shall produce such records, in accordance with California law, to Flight Crew or their representative on request without charge. Such records shall be retained for no less than four years.
- f. AMC will provide Flight Crew with itemized pay statements in accordance with California law that accurately state overtime hours worked, applicable overtime rates, the number of hours of meal and rest period premium pay paid, the hourly rate of premium wage payments and meal and rest period premium wages paid for Flight Crew. AMC shall retain for no less than four years copies of its itemized pay statements for Flight Crew and shall promptly produce such records to Flight Crew or their representative on request without charge.

The Court retains jurisdiction over the permanent injunctions, including their implementation and enforcement and providing monetary and any other appropriate relief for their violation.

- 4. The Court retains continuing jurisdiction to enforce this Settlement pursuant to California Rule of Court 3.769(H), even after the entry of judgment based thereon. Without affecting the finality of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties, including all Settlement Class Members, for

1 purposes of enforcing and interpreting this Order and the Settlement.

2 IT IS SO ADJUDGED AND DECREED.

3
4 Dated:

5
6 _____
7 Judge Winifred Y. Smith
8 Judge of the Superior Court
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IP: 40.118.146.245



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IP: 76.20.125.132



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



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IP: 98.234.98.242



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Signed by Matthew A. Poore (n0doubt17@aol.com)
IP: 174.195.149.222



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IP: 166.137.163.58



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