

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.

QUESTIONS? CALL 1(888) 506-0384 TOLL FREE

- 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.

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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 14 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 1(888) 506-0384 or write to the Class Administrator at *William Loyd Helmick, et al. v. Air Methods Corporation*, c/o 50 Corporate Park, Irvine, CA 92606. 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, \$48,615,384.79 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 <<TotalEstAmount>>. 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:
 - a. 2009: <<2009Wages>>
 - b. 2010: <<2010Wages>>
 - c. 2011: <<2011Wages>>
 - d. 2012: <<2012Wages>>
 - e. 2013: <<2013Wages>>
 - f. 2014: <<2014Wages>>
 - g. 2015: <<2015Wages>>
 - h. 2016: <<2016Wages>>
 - i. 2017: <<2017Wages>>
 - j. January 1, 2018 through pay period before August 10, 2018: <<2018Wages>>
- b) First hired to Class position since January 14, 2016: <<yes and date of hire/no>>
- c) Whether entered into individual settlement in 2014: <<2014Settlement_YesOrNo>>

d) You worked a flight duty shift in California: <<FlightDutyShift_YesOrNo>>

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 September 26, 2020. 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) 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 September 26, 2020 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 September 26, 2020. 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 9:00 a.m. on October 14, 2020, 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 lawsuit 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 17 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 www.cptgroup.com/AirMethodsCorporationSettlement.

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: August 12, 2020

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