

ENDORSED  
FILED  
ALAMEDA COUNTY

OCT 16 2020

CLERK OF THE SUPERIOR COURT

By JHALISA CASTANEDA  
Deputy

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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 Orders, entered October 16, 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  
10 periods as defined by California law. This is without prejudice to AMC's entry into on-duty  
11 meal period agreements or obtaining relief from the DLSE insofar as meal or rest period  
12 obligations, and without prejudice to whatever legal challenge, if any, that might be brought  
13 against such agreements or application for relief. The payment of meal period or rest period  
14 premium for a meal period that is not provided or a rest period that is not permitted or  
15 authorized, shall not be deemed a violation of the injunction.
- 16 b. AMC will calculate the regular rate of pay for overtime purposes to include bonuses and  
17 stipends as required by California law. This permanent injunctive relief as to this subpart  
18 'b' will become null and void during such period that Flight Crew are unionized and  
19 Defendant qualifies for the exemption 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  
21 Flight Crew work hours of which AMC has notice will be counted to determine whether  
22 daily overtime will be paid and AMC will not rely on Wage Order 9-2001, § 3(K) to classify  
23 Flight Crew as exempt from daily overtime. The permanent injunctive relief as to this  
24 subparagraph 'c' 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 d. AMC will not reduce the base hourly pay of a Class Member below that currently paid  
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1 insofar as he or she continues to occupy the position of a Flight Crew member employed by  
2 Defendant in California. Newly hired California Flight Paramedics and California Flight  
3 Nurses will have a base hourly pay no less than the lowest base hourly pay of, respectively,  
4 California Flight Paramedics and California Flight Nurses as of May 12, 2020. Separately,  
5 the minimum base hourly rate for California Flight Paramedics or California Flight Nurses,  
6 in the permanent injunction as to this subparagraph (d), may be correspondingly reduced to  
7 the extent the lowest base hourly rate of pay paid to Flight Paramedics or Flight Nurses  
8 become more than 5% greater than the average hourly rate of pay paid to, respectively, Flight  
9 Paramedics or Flight Nurses California market as set forth in a report published by Mercer.  
10 Flight Nurse and Flight Paramedic pay shall be separately assessed for purposes of this  
11 adjustment to the minimum base hourly pay.

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

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

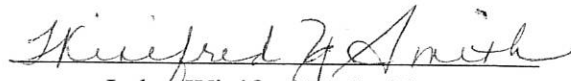
24 The Court retains jurisdiction over the permanent injunctions, including their  
25 implementation and enforcement and providing monetary and any other appropriate relief  
26 for their violation.

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

5 IT IS SO ADJUDGED AND DECREED.

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7 Dated: *October 16, 2020*

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9 Judge Winifred Y. Smith  
10 Judge of the Superior Court  
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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ALAMEDA

Case Number: RG13665373  
Case Name: Helmick v. Air Methods Corporation

RE: JUDGMENT

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CLERK'S CERTIFICATE OF SERVICE

I certify that I am not a party to this cause and that a true and correct copy of the foregoing document was mailed first class, postage prepaid, in a sealed envelope, and that the mailing of the foregoing and execution of this certificate occurred at 1225 Fallon Street, Oakland, California.

Executed: 10/16/2020

*Jhalisa Castaneda*  
Courtroom Clerk, Dept. 21

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