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ENDORSED  
FILED  
ALAMEDA COUNTY

OCT 16 2020

CLERK OF THE SUPERIOR COURT  
By JHALISA CASTANEDA  
Deputy

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**

**ORDER GRANTING MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

**DATE: October 14, 2020**

**TIME: 9:00 a.m.**

**DEPT: 21**

(Reservation number: 2189091)

COMPLAINT FILED: January 30, 2013

TRIAL: July 8, 2019



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

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.

1 Class Notice

2 8. The Court finds that the Class Notice was given to the Settlement Class as required by the  
3 Preliminary Approval Order, as modified by the Stipulation re Class Notice and Future Resolution of  
4 Dispute Over Increased Settlement Payment, filed August 21, 2020, and the Court’s Order approving  
5 same, and that it fairly and adequately described the litigation, the Settlement, how they could claim  
6 their share of the Settlement, how they could object or exclude themselves from the Settlement, and  
7 how they could dispute information on which individual settlement payments were calculated. The  
8 Court further finds that the Class Notice was the best notice practicable under the circumstances, and  
9 complied with due process, the California Rules of Court, and all other applicable laws. The Court  
10 also finds and concludes that the Settlement Class was given a full and fair opportunity to participate  
11 in the Final Approval Hearing.

12 9. The Court finds that no class member has objected to the settlement.

13 10. The Court finds that the Claims Administrator received and resolved disputes submitted by  
14 Barbara J. Vonarx, Margit Bryant, Joaquin Nunez, Ryan Creager, and Joshua Price, who submitted  
15 disputes concerning the individual information set forth in his or her Class Notice on which his or her  
16 settlement payment was calculated.

17 11. The Court finds that no class member has requested to opt out of the settlement, including  
18 that the three Class members who submitted opt out requests retracted them.

19 Release of Claims

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

### 20 **Payments and Distributions**

21 13. Defendant’s payments hereunder shall be in three deposits, except as otherwise provided  
22 below, the first of no less than forty million dollars (\$40,000,000) and the second and third each of no  
23 less than nineteen million dollars (\$19,000,000). In addition to said amounts, each deposit shall include  
24 such additional funds as necessary to pay Class Members not identified in Exhibit A or Exhibit A-1  
25 as set forth in paragraph 74(d) of the Settlement Agreement, interest as set forth in the Settlement  
26 Agreement, Defendant’s taxes (including payroll taxes), withholdings, and contributions, and Court  
27 approved costs of settlement administration up to a maximum of \$25,000 plus settlement  
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1 administration costs involved with Defendant's early payment(s) resulting in more than three  
2 distributions, all as requested by the Class Administrator. Within seven (7) days of entry of the Final  
3 Approval Order or such other date as the Court orders, Defendant forthwith shall deposit with the  
4 Class Administrator funds that are reasonable and necessary to pay for Class Administration Costs.

5 14. The entirety of the then unpaid balance of the Court-approved reimbursement to Class  
6 Counsel of out-of-pocket costs and expenses (*see* paragraph 86 of the Settlement Agreement) shall be  
7 paid from each deposit of the Gross Settlement Amount, with the balance of the deposited Gross  
8 Settlement Amount being distributed to Eligible Class Members, the LWDA, Class Counsel (for fees),  
9 the Named Plaintiffs and Lyons Plaintiffs in proportion to their shares in the Net Settlement Fund as  
10 described in paragraph 81 of the Settlement Agreement, except that a) \$1,424,615.21 of fees,  
11 representing one-third of the \$4,273,845,63 already paid to the Class and the LWDA in the 2018 partial  
12 settlement, shall be paid from AMC's first installment payment and b) the last one million dollars  
13 (\$1,000,000) of Class Counsel's fee shall be retained from Defendant's last installment payment and  
14 not distributed to Class Counsel until the Court approves the final disbursements to the Class. The  
15 Class Administrator is ordered to cooperate with Class Counsel in the prompt presentation of a report  
16 on the final distribution to the Class.

17 15. Within no later than seven (7) days after entry of the Final Approval, even if before the  
18 Effective Date, Defendant shall deposit with the Class Administrator into the QSF fund the first of the  
19 three deposits. Within five (5) days after the Effective Date or five (5) days after Defendant's deposit  
20 of the first of three installments, whichever is later, the Class Administrator shall distribute that part  
21 of the first deposit to be paid to Eligible Class Members, the LWDA, Class Counsel, the Named  
22 Plaintiffs, and the Lyons Plaintiffs as provided in paragraphs 81, 86, and 87 of the Settlement  
23 Agreement. Defendant shall deposit the second of Defendant's three installments into the QSF fund  
24 no later than the earlier of one year after the first installment is due or October 1, 2021, and the third  
25 of three installments no later than the earlier of one year after the second installment is due or March  
26 11, 2022; provided, however, that if prior to March 1, 2022, Defendant's existing revolving credit  
27 facility in the amount of \$125 million is extended or refinanced or replaced, pursuant to written  
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1 agreement with a revolving credit facility such that the termination date or final maturity of such  
2 facility is no earlier than one year from its current due date, as of the day this Agreement is fully  
3 executed (currently April 2022), then the deadline for the third installment shall be extended to the  
4 earlier of nine months from when the third installment would otherwise be due under this paragraph  
5 paid or December 2 2022. Within five (5) days after each said deposit, the Class Administrator will  
6 distribute that part of the deposit constituting the Net Settlement Fund as provided above.

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

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

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

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

8 20. As provided in the Settlement Agreement, ¶ 82(e), the Class Administrator is further  
9 authorized and ordered to deposit with the Comptroller of the State of California any instruments of  
10 payment (such as checks) issued by the Class Administrator to Eligible Class Members which are not  
11 cashed or negotiated or re-issued within one hundred eighty (180) days from the date such instruments  
12 are issued. Any such deposits of unclaimed wages shall identify the Class Member entitled to the  
13 deposited funds. After all other payments are made, the Class Administrator shall pay any undisbursed  
14 funds to the *cy pres* beneficiary as provided in the Settlement Agreement, ¶ 82(f).

15  
16 **Compliance Hearing After Distribution to Eligible Class Members, LWDA, Class Counsel,  
Named Plaintiffs, and Lyons Plaintiffs**

17 21. The Court will hold a compliance hearing after the completion of the distribution process  
18 and the expiration of the time to cash checks for counsel for Plaintiffs and the Administrator to comply  
19 with CCP § 384(b) and to submit a summary accounting how the funds have been distributed to the  
20 Class Members and the status of any unresolved issues. If the distribution is completed, the Court will  
21 at that time release any hold-back of attorney fees. No less than ten (10) days before the date scheduled  
22 for the compliance hearing, the Class Administrator is ordered to deliver a Class Administrator  
23 Declaration to Class Counsel and to Defendant's Counsel, which declaration shall detail the Class  
24 Administrator's performance of its responsibilities after entry of the Final Approval Order as the  
25 Settlement Agreement or Order of this Court describes. Said Class Administrator Declaration is  
26 ordered to be filed with the Court and served no less than five (5) dates before the compliance hearing.  
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2 **Permanent Injunction**

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

6 23. Changes in Work Rules: The Court enters permanent injunction that, as of the Effective  
7 Date, 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  
10 rest periods as defined by California law. This is without prejudice to AMC's entry into on-duty meal  
11 period agreements or obtaining relief from the DLSE insofar as meal or rest period obligations, and  
12 without prejudice to whatever legal challenge, if any, that might be brought against such agreements  
13 or 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 the  
15 injunction.

16 b. AMC will calculate the regular rate of pay for overtime purposes to include bonuses  
17 and stipends as required by California law. This permanent injunctive relief as to this subpart 'b' will  
18 become null and void during such period that Flight Crew are unionized and Defendant qualifies for  
19 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  
21 law. All Flight Crew work hours of which AMC has notice will be counted to determine whether daily  
22 overtime will be paid and AMC will not rely on Wage Order 9-2001, § 3(K) to classify Flight Crew  
23 as exempt from daily overtime. The permanent injunctive relief as to this subparagraph 'c' will become  
24 null and void during such period that Flight Crew are unionized and Defendant qualifies for the  
25 exemption 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  
27 insofar as he or she continues to occupy the position of a Flight Crew member employed by Defendant  
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1 in California. Newly hired California Flight Paramedics and California Flight Nurses will have a base  
2 hourly pay no less than the lowest base hourly pay of, respectively, California Flight Paramedics and  
3 California Flight Nurses as of May 12, 2020. Separately, the minimum base hourly rate for California  
4 Flight Paramedics or California Flight Nurses, in the permanent injunction as to this subparagraph (d),  
5 may be correspondingly reduced to the extent the lowest base hourly rate of pay paid to Flight  
6 Paramedics or Flight Nurses become more than 5% greater than the average hourly rate of pay paid  
7 to, respectively, Flight Paramedics or Flight Nurses California market as set forth in a report published  
8 by Mercer. Flight Nurse and Flight Paramedic pay shall be separately assessed for purposes of this  
9 adjustment to the minimum base hourly pay.

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

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

22  
23 **Entry of Judgment.**

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

Service Awards and Awards to Class Counsel

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

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

14           27.     The Court finds and orders that Class Counsel are entitled to award(s) to be paid by  
15 Defendant of reasonable costs (statutory and non-statutory), and expenses relating to the claims settled  
16 in the 2018 partial settlement, the retaliation claims of Plaintiffs Helmick and Williams settled in 2019,  
17 and the claims settled in the Settlement Agreement in the amount of \$806,870.35, which shall be paid  
18 from the Gross Settlement Amount. The Court hereby incorporates herein its Order on Plaintiffs' fee  
19 and cost/expense reimbursement motion.

20           28.     The Court finds and orders that Class Counsel are entitled to award(s) to be paid by  
21 Defendant of reasonable fees relating to the claims settled in the 2018 partial settlement, the retaliation  
22 claims of Plaintiffs Helmick and Williams settled in 2019, and the claims settled in the Settlement  
23 Agreement in amount, before addition of interest, in the amount of \$1,424,615.21, representing one-  
24 third of the \$4,273,845,63 already paid to the Class and the LWDA in the 2018 partial settlement, plus  
25 one third of the Gross Settlement Amount that AMC must pay under the 2020 Settlement, including  
26 interest and as increased for AMC's failure to disclose Class members, which, too, shall be paid from  
27 the Gross Settlement Amount. The Court hereby incorporates herein its Order on Plaintiffs' fee and  
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1 cost/expense reimbursement motion.

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

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

10 **FINAL APPROVAL ORDER**

11 31. Defendant AMC's obligation to make the first installment payment under SA para 84  
12 and 87 run from the entry of the Final Approval Order. The court will sign and file the Final Approval  
13 Order on 10/16/10.

14 **IT IS SO ORDERED.**

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16  
17 Dated: October 16, 2020



18 The Honorable Winifred Y. Smith  
19 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: ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT

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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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