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similarly situated**

[additional counsel on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

HULISES RODRIGUEZ, ANDY SMITH,
JOE ORTIZ, and JOHN PURCELL,
individually and on behalf of other
members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California
Private Attorneys General Act,

Plaintiffs,

vs.

AIR METHODS CORPORATION, a
Colorado corporation, DESIREE
ESTRADA, an individual, and DOES 1
through 50, inclusive,

Defendants.

CONSOLIDATED AS:

CASE NO. CVRI2101555

(CASE NO. CVRI2104660)

Assigned for All Purposes to:
Honorable Judge Harold W. Hopp

**JOINT STIPULATION FOR CLASS
ACTION AND PAGA SETTLEMENT**

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1 **TO THE ABOVE-ENTITLED COURT AND TO ALL PARTIES AND THEIR COUNSEL**
2 **OF RECORD:**

3 This Joint Stipulation of Class Action Settlement (“Joint Stipulation of Settlement” or
4 “Settlement” or “Agreement”) is made and entered into by and between Plaintiffs Hulises
5 Rodriguez, Andy Smith, Joe Ortiz, and John Purcell (hereinafter “Plaintiffs”), individually, and on
6 behalf of all others similarly situated, and Defendants Air Methods, LLC fka Air Methods
7 Corporation (“AMC”). Plaintiffs and Defendant are collectively referred to herein as “the Parties.”

8 THE PARTIES STIPULATE AND AGREE as follows:

9 **DEFINITIONS**

10 1. “Class Counsel” means ROBINSON EMPLOYMENT LAW, P.C., KOWALSKI
11 EMPLOYMENT LAW CORPORATION, LAW OFFICE OF KAREN SLOAT, APC, and
12 HELLMICH LAW GROUP, PC.

13 2. “Class Period” shall be defined as March 17, 2017, through the date the Court grants
14 preliminary approval of this Agreement.

15 3. “Class Member” shall be defined as all aircraft maintenance technicians who worked
16 for AMC in California for at least one day during the Class Period.

17 4. “Covered Workweeks” means the number of weeks a Class Member worked at AMC’s
18 locations in California during the Class Period.

19 5. For purposes of the Settlement, “Defendants’ Counsel” means FISHER & PHILLIPS,
20 LLP.

21 6. For purposes of this Settlement, “PAGA” means the Labor Code Private Attorneys
22 General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*).

23 7. For purposes of this Settlement, “PAGA Allocation” means the portion of the Gross
24 Settlement Amount that the Parties have agreed to allocate to resolution of the Released PAGA Claims.
25 The Parties have agreed that the PAGA Allocation will be \$50,000 from the Gross Settlement Amount.
26 Pursuant to PAGA, Seventy Five Percent (75%), or \$37,500, of the PAGA Allocation will be paid to
27 the Labor and Workforce Development Agency (“LWDA”) (“PAGA Penalty Payment”), and Twenty
28 Five Percent (25%), or \$12,500, of the Gross PAGA Allocation will be included in the Net Settlement

1 Amount for PAGA Employees (“PAGA Settlement Payment”).

2 8. For purposes of this Settlement, “PAGA Period” means the period between March 17,
3 2020 through the date the Court grants preliminary approval of this Agreement.

4 9. For purposes of this Settlement, “PAGA Employee” means all Class Members that
5 worked at least one day for AMC during the PAGA Period. It is stipulated by the Parties that, for
6 purposes of this Settlement, all PAGA Employees are “aggrieved employees” as defined pursuant to
7 PAGA.

8 10. For purposes of this Settlement, “PAGA Pay Periods” means the number of pay
9 periods each PAGA Employee worked during the PAGA Period.

10 11. For purposes of this Settlement, “PAGA Representative” means Plaintiffs.

11 12. “Released Claims” means all claims asserted in the Consolidated Action or Plaintiffs’
12 administrative exhaustion letters submitted to the LWDA, arising during the Class Period, including
13 for violations of California Labor Code sections 200-204, 210, 216, 218.5, 218.6, 223, 225.5, 226,
14 226.3, 226.7, 510, 512, 512.5, 551, 552, 558, 1194, 1194.2, 1197, 1198, 2753 and 2802, derivative
15 claims under California Business & Professions Code §§ 17200 et seq., and all claims under the
16 governing Wage Order.

17 13. For purposes of this Settlement, “Released PAGA Claims” means all claims for
18 penalties and any other available relief pursuant to PAGA, to the extent asserted in the Consolidated
19 Action or Plaintiffs’ administrative exhaustion letters submitted to the LWDA, arising during the
20 PAGA Period, including for violations of California Labor Code sections 200-204, 210, 216, 218.5,
21 218.6, 223, 225.5, 226, 226.3, 226.7, 510, 512, 512.5, 551, 552, 558, 558.1, 1194, 1194.2, 1197,
22 1198, 2753 and 2802.

23 14. “Response Deadline” means the date thirty (30) days after the Settlement
24 Administrator initially mails the Notice to Settlement Class Members and the last date on which
25 Settlement Class Members may submit a request for exclusion or written objection to the Settlement.
26 In the case of a re-mailed Notice, the Response Deadline will be the later of 30 calendar days after
27 initial mailing or 14 calendar days from re-mailing. The Response Deadline may be extended only as
28 expressly described herein.

15. “Rodriguez Individual Claims” means the individual causes of action Plaintiff Hulises Rodriguez has alleged against Defendant Air Methods Corporation for retaliation as alleged in the Consolidated Second Amended Complaint, Eighth Cause of Action, and all claims arising from the facts alleged therein. The Parties agree that this Settlement shall not settle, impair or effect in any way, the Rodriguez Individual Claims, which shall continue to be litigated by Rodriguez against Defendant Air Methods Corporation Rodriguez understands that he is providing a general release as set forth below to Desiree Estrada.

16. “Settlement Class Members” are those Class Members who do not submit timely exclusion requests to the Settlement Administrator. The Parties Agree that Settlement Class Members shall be PAGA Employees, who participate in this settlement, regardless of whether they opt-out of this Agreement.

17. For purposes of this Settlement, “Settlement Payments” means all of the payments to Settlement Class Members (the “Settlement Class Payments”) and all of the payments to PAGA Employees (the “PAGA Settlement Payment”).

STIPULATION

18. On March 19, 2021, Plaintiff Rodriguez filed an individual, class and representative action alleging the following labeled causes of action: (1) Failure to Pay Wages [Cal. Lab. Code §§ 204]; (2) Unpaid Overtime Wages [Cal. Lab. Code §§ 510]; (3) Unpaid Premium Wages for 30-Minute Duty-Free Meal Periods [Cal. Lab. Code § 226.7]; (4) Unpaid Premium Wages for 10-Minute Duty-Free Rest Breaks [Cal. Lab. Code §§ 226.7]; (5) Deficient Pay Penalties [Cal. Lab. Code § 210]; (6) Waiting Time Penalties [Cal. Lab. Code § 203]; (7) Violation of Unfair Competition Law [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; (8) Retaliation [Cal. Lab. Code §§ 98.6, 1102.5]; (9) California Private Attorneys General Act of 2004 [Cal. Lab. Code § 2698 *et seq.*]; and (10) Violation of One Day Rest Every Seven Days [Cal. Lab. Code §§ 551, 552]. (The “Rodriguez Complaint.”)

19. On August 2, 2021, Plaintiff Rodriguez filed a First Amended Complaint alleging the same causes of action. (“Rodriguez FAC”) Rodriguez Complaint and Rodriguez FAC collectively “Rodriguez Action”).

20. On October 13, 2021, Plaintiffs Ortiz, Purcell and Smith filed an individual, class and

1 representative action complaint against AMC alleging the following labeled causes of action: (1)
2 Failure to Pay Earned Wages [Cal. Lab. Code §§ 200, et seq.]; (2) Failure to Pay Overtime and Double
3 Time Wages [Cal. Lab. Code §§ 510 and 1194]; (3) Failure to Provide Duty Free Meal Periods [Cal.
4 Lab. Code §§ 226.7, and 8 C.C.R. § 11090(11)]; (4) Failure to Provide Duty Free Rest Breaks [Cal.
5 Lab. Code §§ 226.7 and 8 C.C.R. § 11090(12)]; (5) Failure to Provide One Day's Rest in Seven [Cal.
6 Lab. Code §§ 551 and 552]; (6) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab.
7 Code § 226]; (7) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*], and (8) Labor
8 Code Penalties per the Private Attorney General Act [Cal. Lab. Code § 2686 et seq.]. ("OPS Action.")

9 21. On or about February 17, 2022, the Court entered an order on the Parties stipulation to
10 consolidate the Rodriguez Action and OPS Action, into the earlier filed Rodriguez Action
11 ("Consolidated Action.")

12 22. On May 24, 2022, Plaintiffs filed a Second Amended Complaint against Defendants
13 alleging the following labeled causes of action: (1) Failure to Pay Wages [Cal. Lab. Code §§ 204]; (2)
14 Unpaid Overtime Wages [Cal. Lab. Code §§ 510, 1194]; (3) Unpaid Premium Wages for 30-Minute
15 Duty-Free Meal Periods [Cal. Lab. Code § 226.7]; (4) Unpaid Premium Wages for 10-Minute Duty-
16 Free Rest Breaks [Cal. Lab. Code §§ 226.7]; (5) Deficient Pay Penalties [Cal. Lab. Code § 210]; (6)
17 Waiting Time Penalties [Cal. Lab. Code § 203]; (7) Violation of Unfair Competition Law [Cal. Bus.
18 & Prof. Code §§ 17200, *et seq.*]; (8) Retaliation [Cal. Lab. Code §§ 98.6, 1102.5]; (9) California Private
19 Attorneys General Act of 2004 [Cal. Lab. Code § 2698 et seq.]; (10) Violation of One Day Rest Every
20 Seven Days [Cal. Lab. Code §§ 551, 552]; and (11) Failure to Provide Accurate, Itemized Wage
21 Statements [Cal. Lab. Code § 226.] ("Consolidated SAC.")

22 23. Solely for purposes of this settlement, the Parties and their respective counsel stipulate
23 and agree that the requisites for establishing class certification with respect to the Class Members have
24 been met.

25 24. Should, for whatever reason, the Settlement not become effective, the fact that the
26 Parties were willing to stipulate to certification as part of the Settlement shall have no bearing on, and
27 shall not be admissible in connection with, the issue of whether the Class Members and/or the Class
28 Claims should be certified in a non-Settlement context in this Consolidated Action or in any other

lawsuit. Defendant expressly reserves its right to oppose claim or class certification in this or any other action should this Settlement not become effective.

25. For purposes of this Settlement, the Parties agree that defendant Desiree Estrada is not an appropriate party in the Consolidated Class Action claims and should be dismissed in light of AMC's acknowledgment that AMC employed Plaintiffs and that defendant Desiree Estrada is not a joint employer of any Plaintiff. Ms. Estrada shall enter into a separate agreement with each Plaintiff wherein they each provide to one another a mutual general release including a release of all claims known and unknown with no monetary consideration provided for under the agreement, so long as this settlement is approved. If the settlement is not approved none of the releases shall be applicable to Estrada or any other party.

26. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Complaints, and Defendant further denies that, for any purpose other than settling this lawsuit, the Consolidated Action is appropriate for class or representative treatment. With respect to Plaintiffs' claims, Defendant contends, among other things, that Plaintiffs and the Class Members have been paid proper wages, have been provided meal periods, have been provided rest periods, did not incur any business expenses, have been paid timely wages upon separation of employment, and have been provided with accurate itemized wage statements. Defendant contends, among other things, that they have complied at all times with the California Labor Code and the applicable Wage Orders of the Industrial Welfare Commission. Furthermore, with respect to all claims, Defendant contends that it has complied at all times with the California Business and Professions Code.

27. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Complaints, except the Rodriguez Individual Claims which are not being settled and will continue to be litigated.

28. Class Counsel have conducted a thorough investigation into the facts of the Consolidated Action, including an extensive review of relevant documents, and have diligently pursued an investigation of the claims of the Class against Defendants. Class Counsel has been provided complete time and payroll records for all Class Members as well as policy and procedures,

1 operational documents and other relevant documents pertaining to the claims and defenses in the
2 Consolidated Action. Based on their own independent investigation and evaluation, Class Counsel are
3 of the opinion that the Settlement with Defendants for the consideration and on the terms set forth in
4 this Joint Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the
5 Class in light of all known facts and circumstances, including the risk of significant delay, the risk the
6 Class will not be certified by the Court, defenses asserted by Defendants, and numerous potential
7 appellate issues. Defendants and Defendants' Counsel also agree that the Settlement is fair and in the
8 best interest of the Class.

9 29. The Parties agree to cooperate and take all steps necessary and appropriate to obtain
10 preliminary and final approval of this Settlement.

11 30. The Parties agree to stay all proceedings in the Consolidated Action, except such
12 proceedings related to the Rodriguez Individual Claims which are excluded from this Settlement, and
13 those proceedings necessary to implement and complete the Settlement, pending the Final Approval
14 hearing to be conducted by the Court.

15 **PRIMARY TERMS OF SETTLEMENT**

16 31. NOW THEREFORE, in consideration of the mutual covenants, promises and
17 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

18 (a) It is agreed by and among the Class and Defendants that this case and any
19 claims, damages, or causes of action arising out of the disputes which are the
20 subject of the Consolidated Action, be settled and compromised as between the
21 Class and Defendants, subject to the terms and conditions set forth in this
22 Settlement and the approval of the Court.

23 (b) The Rodriguez Individual Claims are not being settled and they shall remain
24 viable and unaffected in any way by this settlement. Rodriguez intends to
25 continue to prosecute his individual claims against Defendant Air Methods
26 Corporation.

27 (c) Effective Date: The terms of settlement embodied in this Settlement shall
28 become effective when all of the following events have occurred: (i) this Joint

1 Stipulation of Settlement has been executed by all Parties and their respective
2 counsel; (ii) the Court has given preliminary approval to the Settlement; (iii)
3 the Notice has been given to the Class, providing them with an opportunity to
4 dispute information contained in the Notice, to opt out of the Settlement, or to
5 object to the Settlement; (iv) the Court has held a final approval hearing and
6 entered a final order and judgment certifying the Class and approving this
7 Settlement; and (v) the later of the following events: (a) five (5) calendar days
8 have passed since final approval is granted if there are no objections to the
9 settlement; (b) sixty-five (65) days following notice of entry of the Court's final
10 order approving the Settlement if there are any objections by any Class
11 Member; (c) or if any appeal, writ or other appellate proceeding opposing this
12 Settlement has been filed within sixty-five (65) days following notice of entry
13 of the Court's final order approving the Settlement, then twenty (20) days after
14 when any appeal, writ or other appellate proceeding opposing the Settlement
15 has been resolved finally and conclusively with no right to pursue further
16 remedies or relief. In this regard, it is the intention of the Parties that the
17 Settlement shall not become effective until the Court's order approving the
18 Settlement is completely final, and there is no further recourse by an appellant
19 or objector who seeks to contest the Settlement.

20 (d) Gross Settlement Amount: AMC's maximum total payment under the
21 Settlement, including all attorney's fees and costs, the Service Payments to the
22 named Plaintiffs, the costs of settlement administration, the PAGA Allocation,
23 and any other payments provided by this Settlement, is \$3,000,000.00 ("Gross
24 Settlement Amount"), AMC will be separately responsible for any employer
25 payroll taxes required by law, including the employer FICA, FUTA, and SDI
26 contributions related to any wage payment made under this Agreement.

27 (e) Non-reversionary Settlement: No portion of the Gross Settlement Amount
28 will revert to Defendants.

- 1 (f) No Claims Required: Class Members will not be required to submit a claim to
2 receive their Settlement payment.
- 3 (g) Net Settlement Amount: The Net Settlement Amount shall be calculated by
4 deducting from the Gross Settlement Amount (\$3,000,000.00) the following
5 sums, subject to approval by the Court: (1) attorney's fees (not to exceed 33.3%
6 of the Gross Settlement Amount, or \$1,000,000); (2) reasonable litigation costs
7 (not to exceed \$20,000.00); (3) the Service Payments (not to exceed
8 \$25,000.00 to each named Plaintiff for a total of \$100,000.00); (4) the PAGA
9 Penalty Payment in the amount of \$37,500.00 (which is 75% of the PAGA
10 Allocation); and (5) costs of settlement administration (estimated not to exceed
11 \$20,000). Settlement Payments to the Class Members will be calculated by the
12 Settlement Administrator and paid out of the Net Settlement Amount as set
13 forth below.
- 14 (h) Payroll Taxes and Required Withholdings: To the extent that any portions of
15 the Settlement Class Members' Settlement Payments constitute wages, AMC
16 will be separately responsible for any employer payroll taxes required by law,
17 including the employer FICA, FUTA, and SDI contributions. Except for any
18 employer payroll taxes, it is understood and agreed that Defendant's maximum
19 total liability under this Settlement shall not exceed the Gross Settlement
20 Amount. The Settlement Administrator will calculate and submit the AMC's
21 employer share of payroll taxes after advising Defendant of the total amount
22 owed, in aggregate, as employer-side payroll taxes and receiving a lump sum
23 payment from AMC in that amount when the Gross Settlement Amount is
24 delivered to the Settlement Administrator.
- 25 (i) Settlement Class Payments (Excludes PAGA Payments): Settlement Class
26 Payments will be paid out of the Net Settlement Amount. Each Settlement
27 Class Member will be paid a pro-rata share of the Net Settlement Amount (less
28 the PAGA Settlement Payments), as calculated by the Settlement

1 Administrator. The pro-rata share will be determined by comparing the
2 individual Settlement Class Member's Covered Workweeks employed during
3 the Class Period in California to the total Covered Workweeks of all the
4 Settlement Class Members during the Class Period as follows: [Workweeks
5 worked by a Settlement Class Member] ÷ [Sum of all Covered Workweeks
6 worked by all Settlement Class Members] × [Net Settlement Amount – all
7 PAGA Settlement Payments] = individual Settlement Payment for a Settlement
8 Class Member. Settlement Class Payments in the appropriate amounts will be
9 distributed by the Settlement Administrator by mail to the Settlement Class
10 Members. Un-cashed, unclaimed or abandoned checks, shall be transmitted to
11 the California Controller's Office, as set forth below.

- 12 (j) PAGA Payments: PAGA Settlement Payments will be paid out of the Net
13 Settlement Amount. Each PAGA Employee will be paid a pro-rata share of
14 the PAGA Employees' PAGA Settlement Payment, as calculated by the
15 Settlement Administrator. Class Members will not be permitted to exclude
16 themselves from this portion of the Settlement. The pro-rata share will be
17 determined by comparing the individual PAGA Employees' PAGA Pay
18 Periods during the PAGA Period to the total PAGA Pay Periods of all the
19 PAGA Employees during the PAGA Period as follows: [PAGA Pay Periods
20 worked by a PAGA Employee] ÷ [Sum of all PAGA Pay Periods worked by
21 all PAGA Employees] × [PAGA Settlement Payment] = individual PAGA
22 Employee's portion of the PAGA Settlement Payment. PAGA Settlement
23 Payments to PAGA Employees in the appropriate amounts will be distributed
24 by the Settlement Administrator by mail to the PAGA Employees at the same
25 time Settlement Class Payments issue to the Settlement Class. Un-cashed,
26 unclaimed or abandoned checks, shall be transmitted to the California
27 Controller's Office, as set forth below. The LWDA's PAGA Penalty Payment
28 will issue to the LWDA at the same time Settlement Payments issue to the

Settlement Class.

(k) Allocation of Settlement Payments: The Parties have agreed that Settlement Class Payments will be allocated as follows: 20% to wages and 80% to penalties and interest. The PAGA Settlement Payment shares to PAGA Employees will be entirely allocated to penalties. Appropriate federal, state and local withholding taxes will be taken out of the wage allocations, and each Class Member will receive an IRS Form W-2 with respect to this portion of the Settlement Payment. The employer's share of payroll taxes and other required withholdings will be paid as set forth above, including but not limited to the Defendant AMC's FICA and FUTA contributions, based on the payment of claims to the Class Members. IRS Forms 1099 will be issued to each Class Member reflecting the payments for penalties and interest. Class Members are responsible to pay appropriate taxes due on the Settlement Payments they receive. To the extent required by law, IRS Forms 1099 and W-2 will be issued to each Class Member with respect to such payments.

(l) Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement Payments to individual Class Members shall be deemed to be paid to such Class Member solely in the year in which such payments actually are received by the Class Member. It is expressly understood and agreed that the receipt of such Settlement Payments will not entitle any Class Member to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching benefits or deferred compensation benefits. It is the intent that the Settlement Payments provided for in this Settlement are the sole payments to be made by AMC to the Class Members, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Settlement

1 Payments (notwithstanding any contrary language or agreement in any benefit
2 or compensation plan document that might have been in effect during the
3 period covered by this Settlement).

4 (m) Attorney's Fees and Costs: Subject to approval by the Court, Defendants will
5 not object to Class Counsel's application for attorney's fees not to exceed
6 33.3% of the Gross Settlement Amount (\$1,000,000.00) and reimbursement of
7 litigation costs and expenses not to exceed \$50,000.00.

8 (n) Service Payments: Subject to Court approval, and in exchange for a general
9 release, Defendants will not object to Class Counsel's application for an
10 additional payment of up to \$25,000.00 to each Plaintiff for service as the Class
11 Representatives ("Service Payments"). The Parties agree and acknowledge that
12 the enhancement amount was determined by Plaintiffs and their counsel. As
13 part of this settlement, Defendant shall neither oppose the amount sought by
14 Plaintiff, nor be required to take any steps to specifically support the amount of
15 the enhancement. To the extent any amount of the requested enhanced is
16 reduced by the Court, it shall revert to the Net Settlement Fund. It is understood
17 that the Service Payments are in addition to the individual Settlement Payment
18 to which the Class Representatives are entitled along with the other Class
19 Members. In exchange, Plaintiffs have agreed to release all claims, whether
20 known or unknown, under federal law or state law against the Releasees, to
21 the extent permitted by law, through the Class Period ("Plaintiffs' Released
22 Claims"). Plaintiffs understand that these releases includes unknown claims
23 and that they are, as a result, waiving all rights and benefits afforded by
24 Section 1542 of the California Civil Code, which provides:

25
26 **A general release does not extend to claims that the creditor or**
27 **releasing party does not know or suspect to exist in his or her favor**
28 **at the time of executing the release and that, if known by him or**
her, would have materially affected his or her settlement with the
debtor or released party.

Specifically excluded from Plaintiffs' Released Claims are any claims for workers' compensation benefits. The parties also agree that the Rodriguez Individual Claims are expressly excluded from any and all releases Rodriguez provides through this Class Settlement and the Rodriguez Individual Claims shall continue to be litigated by Rodriguez and the Defendants as if this Settlement had not occurred; However, Rodriguez provides a general release as to all other claims. The Service Payment will issue at the same time all Settlement Payments are mailed to the Settlement Class.

(o) The Settlement Administrator will issue an IRS Form 1099 for the Service Payment to the Plaintiffs. The Plaintiffs will be individually responsible for correctly characterizing this compensation on personal income tax returns for tax purposes and for paying any taxes on the amounts received. Should the Court approve a Service Payments in an amount less than that set forth above, the difference between the lesser amount(s) approved by the Court and the Service Payment amounts set forth above shall be added to the Net Settlement Amount. Plaintiffs agree not to opt out or object to the Service Payments as the Class Representatives.

(p) Settlement Administrator: The Settlement Administrator will be Simpluris, Inc., or such Settlement Administrator as may be mutually agreeable to the Parties and approved by the Court. Settlement Administration Costs are estimated not to exceed \$20,000. The costs of the Settlement Administrator for work done shall be paid regardless of the outcome of this Settlement.

(q) Funding of Settlement Account: AMC will fund the settlement account in two installments: (a) \$1,500,000 within five (5) business days after the Court's final approval of the settlement and (b) \$1,500,000 within one hundred eighty (180) days after AMC tenders the first installment.

(r) Mailing of Settlement Payments: The Settlement Administrator shall cause the

1 Settlement Payments to be mailed to the Class Members, Plaintiffs, Class
2 Counsel, and LWDA, within fourteen (14) calendar days of the receipt of each
3 payment installment. Half of the total amount owed to each Class Member,
4 each Plaintiff, the Class Counsel, and the LWDA will be paid from each of the
5 two installments.

6 (s) Notice of Settlement: Each Class Member will be mailed a notice setting forth
7 the material terms of the proposed Settlement, along with instructions about
8 how to object or request exclusion from the proposed class action Settlement
9 (“Notice”). For each Class Member, there will be pre-printed information on
10 the mailed Notice, based on AMC’s records, stating the Class Member’s
11 Covered Workweeks during the Class Period and the estimated total Settlement
12 Payment under the Settlement, including the Settlement Class Payment and the
13 PAGA Settlement Payment that will be distributed irrespective of any
14 exclusion request. The pre-printed information based on AMC’s records shall
15 be presumed to be correct. A Class Member may dispute the pre-printed
16 information on the Notice as to his or her Covered Workweeks during the Class
17 Period. Class Members must submit any dispute regarding the information on
18 the Notice as to his or her Covered Workweeks within the Response Deadline.
19 Unless a disputing Class Member submits documentary evidence in support of
20 his or her dispute, the records of AMC will be determinative.

21 (t) Settlement Notice Language: The Notice will issue in English only, as each
22 Class Member is fluent in English.

23 (u) Class Members Cannot Exclude Themselves from the Released PAGA
24 Claims: Class Members submitting a Request for Exclusion will nevertheless
25 receive their pro-rata share of the PAGA Settlement Payment. If the Court
26 approves the compromise of the PAGA Claim, all Class Members are bound
27 by the Court’s resolution of that Claim. Plaintiff shall serve a notice of
28 settlement on the California Labor and Workforce Development Agency at or

1 before the time Plaintiffs file the motion for preliminary approval.

2 (v) Resolution of Workweek Disputes: If a Class Member disputes the accuracy
3 of AMC's records used to calculate Covered Workweeks, and the Parties'
4 counsel cannot resolve the dispute informally, the matter will be referred to the
5 Settlement Administrator. The Settlement Administrator will review AMC's
6 records and any information or documents submitted by the Class Member and
7 issue a non-appealable decision regarding the dispute. The Class Member must
8 submit information or documents supporting his or her position to the
9 Settlement Administrator prior to the expiration of the Response Deadline.
10 Information or documents submitted after the expiration of the Response
11 Deadline will not be considered by the Settlement Administrator, unless
12 otherwise agreed to by the Parties.

13 (w) Right of Class Member to Request Exclusion from the Settlement: Any Class
14 Member may request to be excluded from the Class by mailing a "Request for
15 Exclusion" from the Settlement within the Response Deadline, stating, as
16 follows or in substantially similar terms:

17 "I WISH TO BE EXCLUDED FROM THE CLASS IN THE
18 *RODRIGUEZ, ET AL. V. AIR METHODS CORPORATION, ET AL.*
19 CLASS ACTION LAWSUIT, RIVERSIDE COUNTY SUPERIOR
20 COURT CASE NO. CVRI2101555. I UNDERSTAND THAT IF I
ASK TO BE EXCLUDED FROM THE CLASS, I WILL NOT
RECEIVE ANY MONEY FROM THE SETTLEMENT OTHER
THAN MY SHARE OF THE PAGA PAYMENT."

21 Any Request for Exclusion must include the name, address, telephone number,
22 last four digits of the Class Member's Social Security Number, and the
23 signature of the Class Member requesting exclusion. Any such request must
24 be made in accordance with the terms of the Notice, and the Notice will advise
25 Class Members of these requirements. Any Class Member who timely
26 requests exclusion in compliance with these requirements (i) shall not have any
27 rights under this Settlement other than a right to receive a pro-rata share of the
28 portion of the PAGA payment allocated to the Class Members if the Class

Member is also PAGA Employee; (ii) shall not be entitled to receive any Settlement Payments under this Settlement other than as stated in Paragraph 29(k); and (iii) shall not be bound by this Settlement or the Court's Order and Final Judgment other than as it applies to the PAGA Claim.

- (x) Right of Settlement Class Member to Object to The Settlement: Any Class Member may object to the Settlement. To object, the Class Member may (1) appear at the Final Approval Hearing, remotely or in person, to explain any objection, (2) have an attorney object for the Class Member, or (3) submit a simple written brief or statement of objection to the Settlement Administrator. If any Class Member chooses to submit a written objection, the written objection should contain sufficient information to confirm the identity of the objector and the basis of the objection, including (1) the full name of the Settlement Class Member; (2) the signature of the Settlement Class Member; (3) the grounds for the objection; and (4) be postmarked within the Response Deadline to permit adequate time for processing and review by the Parties of the written statement or objection. Class Counsel shall ensure that any written objections are transmitted to the Court for the Court's review (either by Class Counsel or as an attachment to declaration from the Settlement Administrator). Regardless of the form, an objection alone will not satisfy the requirement that a Settlement Class Member must either make a timely complaint in intervention before final judgment or by file a motion to set aside and vacate the class judgment under Code of Civil Procedure § 663 to have standing to appeal entry of judgment approving this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018). A Class Member who does not object prior to or at the Final Approval Hearing, will be deemed to have waived any objections and will be foreclosed from making any objections (whether at the Final Approval Hearing, by appeal, or otherwise) to the Settlement. If the objecting Class

1 Member does not formally intervene in the action or move to set aside any
2 judgment and/or the Court rejects the Class Member's objection, the Class
3 Member will still be bound by the terms of this Agreement. Class Counsel and
4 Defendants' Counsel may, at least five (5) calendar days (or some other
5 number of days as the Court shall specify) before the final approval hearing,
6 file responses to any written objections submitted to the Court.

7 **SETTLEMENT ADMINISTRATOR'S PRIMARY DUTIES**

8 32. Subject to the Court's approval, and subject to reconsideration by the Parties after a
9 competitive bidding process, the Parties have agreed to the appointment of Simpluris, Inc. to perform
10 the customary duties of Settlement Administrator. The Settlement Administrator will mail the Notice
11 to the Class Members.

12 33. The Settlement Administrator will independently review the Covered Workweeks
13 attributed to each Class Member and will calculate the estimated amounts due to each Class Member
14 and the actual amounts due to each Settlement Class Member in accordance with this Settlement. The
15 Settlement Administrator shall report, in summary or narrative form, the substance of its findings. The
16 Settlement Administrator shall be granted reasonable access to AMC's records in order to perform its
17 duties.

18 34. In accordance with the terms of this Settlement, and upon receipt of Gross Settlement
19 Amount from AMC, the Settlement Administrator will issue and send out the Settlement Payment
20 checks to the Class Members. Tax treatment of the Settlement Payments will be as set forth herein,
21 and in accordance with state and federal tax laws. All disputes relating to the Settlement
22 Administrator's performance of its duties shall be referred to the Court, if necessary, which will have
23 continuing jurisdiction over the terms and conditions of this Settlement until all payments and
24 obligations contemplated by this Settlement have been fully carried out.

25 35. The Settlement Administrator will post the final judgment approving the Settlement on
26 a website maintained by the Settlement Administrator for a period of not less than 90 calendar days
27 after the final judgment is entered. The address of that website will be included in the Notice.

28 **ATTORNEY'S FEES AND COSTS**

36. In consideration for resolving this matter and in exchange for the release of all claims by the Class Members, including Plaintiff, and subject to approval by the Court, AMC will not object to Class Counsel's application for attorney's fees not to exceed 33% of the Gross Settlement Amount (\$1,000,000.00) and litigation costs not to exceed \$50,000.00. The amounts set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in connection with the approval by the Court of this Settlement and administration of the Settlement. Should Class Counsel request a lesser amount and/or the Court approve a lesser amount(s) of attorney's fees and/or attorneys' costs, the difference between the lesser amount(s) and the maximum amount set forth above shall be added to the Net Settlement Amount. As with the Settlement Payments to the Settlement Class, the attorney's fees and costs approved by the Court shall be paid to Class Counsel, within 14 calendar days of the receipt of each installment of settlement funds by the Settlement Administrator. In the event that the Court awards less than 25% of the Gross Settlement Amount for attorney's fees, Class Counsel shall retain the right to appeal that portion of any Final Approval Order and Judgment.

NOTICE PROCESS

37. A Notice in approximately the form attached hereto as Exhibit “A,” and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first class mail. The Notice shall not be translated into Spanish because all Class Members speak English. Any returned envelopes from this mailing with forwarding addresses will be utilized by the Settlement Administrator to forward the Notices to the Class.

(a) Within 7 calendar days from the date of preliminary approval of this Settlement by the Court, Defendant shall provide to the Settlement Administrator a class database containing the following information for each Class Member: (1) name; (2) last known address; (3) social security number; and (5) dates of employment at AMC's locations in California. This database shall be based on Defendant's payroll and other business records and shall be provided in a format acceptable to the Settlement Administrator. Defendant agrees to consult with the Settlement Administrator prior to the production date to ensure

1 that the format will be acceptable to the Settlement Administrator. The
2 Settlement Administrator will run a check of the Class Members' addresses
3 against those on file with the U.S. Postal Service's National Change of Address
4 List; this check will be performed only once per Class Member by the
5 Settlement Administrator. Absent mutual written agreement of counsel for the
6 Parties or Court order, the Settlement Administrator will keep this database
7 confidential and secure and use it only for the purposes described herein, and
8 will return this database to Defendant upon final approval of the settlement or
9 destroy electronic records containing the database after the Settlement is final
10 and all payments are distributed as required under this Agreement.

11 (b) Within fourteen (14) calendar days after the Class database is provided to the
12 Settlement Administrator, the Settlement Administrator will mail the Notices
13 to the Class Members by First Class United States mail.

14 (c) Notices returned to the Settlement Administrator as non-deliverable on or
15 before the initial Response Deadline shall be resent to the forwarding address,
16 if any, on the returned envelope. A returned Notice will be forwarded by the
17 Settlement Administrator any time that a forwarding address is provided with
18 the returned mail. If there is no forwarding address, the Settlement
19 Administrator will do a computer search for a new address using the Class
20 Member's social security number or other information. In any instance where
21 a Notice is re-mailed, that Class Member will have until the extended Response
22 Deadline as described above. A letter prepared by the Settlement
23 Administrator will be included in the re-mailed Notice in that instance, stating
24 the extended Response Deadline. Upon completion of these steps by the
25 Settlement Administrator, Defendant and the Settlement Administrator shall be
26 deemed to have satisfied their obligations to provide the Notice to the affected
27 Class Member. The affected Class Member shall remain a member of the
28 Settlement Class and shall be bound by all the terms of the Settlement and the

Court's Order and Final Judgment.

- (d) Class Counsel shall provide to the Court, at least five (5) calendar days prior to the final approval hearing, or such other date as set by the Court, a declaration by the Settlement Administrator of due diligence and confirming mailing of the Notices.

DISPOSITION OF SETTLEMENT PAYMENTS AND UNCASHED CHECKS

38. As set forth above, each Class Member will have until the expiration of the applicable Response Deadline to submit to the Settlement Administrator any challenge or dispute to the Class Member's Covered Workweek information on the Notice. No disputes will be honored if they are submitted after the Response Deadline, unless the Parties mutually agree to accept the untimely dispute. Each Class Member is responsible to maintain a copy of any documents sent to the Settlement Administrator and a record of proof of mailing.

39. The Settlement Administrator shall cause the Settlement Payments to be mailed to the Settlement Class Members and PAGA Employees as provided herein. Settlement Class Payments and PAGA Payments may be combined into one check. Settlement Payment checks shall remain valid and negotiable for 180 calendar days from the date of their issuance. Settlement Payment checks will automatically be cancelled by the Settlement Administrator if they are not cashed by the Class Member within that time, and the Class Member's relevant claims will remain released by the Settlement. Settlement Payment checks which have expired will not be reissued.

40. Funds from uncashed, unclaimed, or abandoned Settlement Payment checks, based on a 180-day void date, shall be transmitted to the California State Controller's Office for Unclaimed Property in the name of each Class Member who failed to cash their Settlement Payment check prior to the void date.

41. Upon completion of its calculation of Settlement Payments, the Settlement Administrator shall provide Class Counsel and AMC's Counsel with a report listing the amounts of all payments to be made to Class Members (to be identified anonymously by employee number or other identifier). A Declaration attesting to completion of all payment obligations will be provided to Class Counsel and AMC's Counsel and filed with the Court by Class Counsel.

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(a) **Identity of Released Parties.** The released parties are Defendants, and each of their agents, parent companies, current and former employees, officers, directors, of said entities, and any individual or entity claimed to be a joint employer with AMC (collectively “Releasees”).

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(d) **Released PAGA Claims.** Plaintiffs release Defendants, Desiree Estrada, Air Methods Corporation, its officers, directors, employees, and agents from all Released PAGA Claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiffs' pre-filing letters to the LWDA and alleged in the Consolidated SAC. The release of the Released PAGA Claims shall bind only Plaintiffs and the State of California. In releasing the Released PAGA Claims, Plaintiffs do not release any aggrieved employee's claims for wages or damages.

EMPLOYMENT BY DEFENDANTS

43. Employment of Plaintiffs by Defendants is not consideration for, or a condition of, this Settlement.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

44. The Parties shall submit this Joint Stipulation of Class Action Settlement to the Court in support of Plaintiff's unopposed motion for preliminary approval for determination by the Court as to its fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation of Class Action Settlement, the Parties shall apply to the Court for the entry of an order:

- (a) Scheduling a final approval and fairness hearing on the question of whether the proposed Settlement, including payment of attorney's fees and costs, and the Class Representatives' service payment, should be finally approved as fair, reasonable, and adequate as to the members of the Class;
- (b) Certifying a Class;
- (c) Approving as to form and content the proposed Notice;
- (d) Directing the mailing of the Notice;
- (e) Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court;
- (f) Conditionally appointing Plaintiffs and Class Counsel as representatives of the proposed Class Members; and,
- (g) Appointing Simpluris, Inc. as the Settlement Administrator, and order the

Settlement Administrator to issue Notices as outlined above.

DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

45. In conjunction with the hearing of a motion for final approval by the Court of the Settlement provided for in this Joint Stipulation of Settlement, Class Counsel will provide to Defendant's Counsel for review and approval and then submit to the Court a proposed final order and judgment containing provisions sufficient to accomplish the following:

- (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (b) Approving Class Counsel's application for an award of attorney's fees and costs;
- (c) Approving the Service Payments to the Class Representatives;
- (d) Adjudging the Settlement Administrator has fulfilled its initial notice and reporting duties under the Settlement.
- (e) Adjudging Plaintiff and Class Counsel may adequately represent the Final Settlement Class for the purpose of entering into and implementing the Agreement;
- (f) Entering a final judgment for dismissal in the Consolidated Action;
- (g) Adjudging that notwithstanding the submission of a timely request for exclusion, Class Members are still bound by the settlement and release of the Released PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), as requests to be excluded from the Settlement do not apply to the Released PAGA Claims, and further affirms that the State's claims for civil penalties pursuant to PAGA are also extinguished;
- (h) Directing the posting of the final judgment on a website maintained by the Settlement Administrator for a period of not less than 90 calendar days after entry of final judgment.

Any revised final judgments will also be provided to Defendants' Counsel for review and approval before they are submitted to the Court.

NULLIFICATION AND TERMINATION

46. This Settlement will be null and void if any of the following occur: (a) the Court should for any reason fail to certify a class for settlement purposes; (b) the Court should for any reason fail to preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than adjustments made to the attorney's fees and costs or granting of Service Payments; (c) the Court should for any reason fail to enter the final judgment; (d) the final judgment is reversed, modified, or declared or rendered void; or (e) the Settlement does not become final for any other reason.

47. If ten percent (10%) or more of the Class Members opt out of this Settlement, then Defendants in their sole discretion may terminate, nullify and void this Settlement. The Settlement Administrator shall provide Defendants' Counsel with the information necessary to effectuate this provision on a regular basis, but no less frequently than on a monthly basis. To terminate this Settlement under this paragraph, Defendants' Counsel must give Class Counsel written notice, by United States registered or certified mail, return receipt requested no later than 30 calendar days after the Response Deadline. Moreover, any notice by Defendants under this provision shall also be concurrently emailed to all Class Counsel, as a courtesy. If this option is exercised by Defendants, Defendants shall be solely responsible for the costs incurred by the Settlement Administrator for the settlement administration.

48. In the event this Settlement is nullified or terminated as provided above: (i) this Settlement shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or proceedings shall have any force or effect and no party shall be bound by any of its terms, and (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court.

PARTIES' AUTHORITY

49. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to the terms and conditions thereof.

MUTUAL FULL COOPERATION

50. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement including, but not limited to, execution of such documents and taking such other action as

1 reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement
2 shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts
3 that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the
4 terms set forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall,
5 with the assistance and cooperation of Defendants and Defendants' Counsel, take all necessary steps
6 to secure the Court's preliminary and final approval of this Settlement.

7 **NO PRIOR ASSIGNMENTS**

8 51. The Parties and their respective counsel represent, covenant, and warrant that they have
9 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
10 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or
11 rights herein released and discharged except as set forth herein.

12 **NO ADMISSION OF LIABILITY**

13 52. Nothing contained herein, nor the consummation of this Settlement, is to be construed
14 or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants.
15 Defendants deny all the claims and contentions alleged by the Plaintiffs in this case. The Defendants
16 have entered into this Settlement solely with the intention to avoid further disputes and litigation with
17 the attendant inconvenience and expenses.

18 **ENFORCEMENT ACTIONS**

19 53. In the event that one or more of the Parties to this Settlement institutes any legal action
20 or other proceeding against any other party or parties to enforce the provisions of this Settlement or to
21 declare rights and/or obligations under this Settlement, the successful party or parties shall be entitled
22 to recover from the unsuccessful party or parties reasonable attorney's fees and costs, including expert
23 witness fees incurred in connection with any enforcement actions.

24 **NOTICES**

25 54. Unless otherwise specifically provided herein, all notices, demands or other
26 communications given hereunder shall be in writing and shall be deemed to have been duly given as
27 of the third business day after mailing by United States registered or certified mail, return receipt
28 requested, addressed as follows:

Class Counsel:

Karen J. Sloat, Esq.
Sarah Y. Sorenson, Esq.
LAW OFFICE OF KAREN J. SLOAT,
APC
42-600 Caroline Court, Suite 101
Palm Desert, CA 92211
Tel: (760) 779-1313
Fax: (760) 340-4834
karen@karensloatlaw.com
sarah@karensloatlaw.com

Christopher W. Hellmich, Esq.
HELLMICH LAW GROUP, PC
40101 Monterey Ave. B1, #419
Rancho Mirage, CA 92270
Tel: (949) 287-5708
chellmich@hellmichlaw.com

Michael C. Robinson, Esq.
ROBINSON EMPLOYMENT LAW, P.C.
17702 Mitchell North, Suite 204
Irvine, CA 92614-6013
Tel: (949) 756-9050 (ext. 232)
Fax: (949) 271-4700
mcr@robinsonemploymentlaw.com

Brian J. Kowalski, Esq.
KOWALSKI EMPLOYMENT LAW
CORP.
1941 California Avenue, #79453
Corona, CA 92877
Tel: (925) 570-5673
brian@kowalskilawfirm.com

Counsel for Defendants:

Lonnie D. Giamela
Sean T. Kingston
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614
Telephone (949) 851-2424
Facsimile (949) 851-0152
Email: lgiamela@fisherphillips.com
Email: skingston@fisherphillips.com

CONSTRUCTION

55. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and this Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her or its counsel participated in the drafting of this Settlement.

CAPTIONS AND INTERPRETATIONS

56. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

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MODIFICATION

57. This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

58. This Settlement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party’s legal counsel, are merged herein. No rights hereunder may be waived except in writing.

WAIVER OF APPEALS

59. The Parties agree to waive appeals and to stipulate to class certification for purposes of implementing this Settlement only, with the exception that Class Counsel retains the right to appeal the amount awarded as attorney’s fees in the event that the Court awards less than twenty-five percent of the Gross Settlement Amount as attorney’s fees.

BINDING ON ASSIGNS

60. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

CLASS COUNSEL SIGNATORIES

61. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Settlement. The Notice will advise all Class Members of the binding nature of the Released Claims and Released PAGA Claims, and the release shall have the same force and effect as if this Settlement were executed by each member of the Class.

COUNTERPARTS

62. This Settlement may be executed in counterparts and by electronic or facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties.

CONFIDENTIALITY & PUBLIC COMMENT

63. The Class Representatives and Class Counsel agree they will not make any disparaging comments about Defendants relating to this Settlement of this class action or disclose the negotiations of the Settlement. The Class Representatives and Class Counsel shall only disclose matters of public record other than to Class Members, who may receive information about the Settlement that is not in the public record after the Court has preliminarily approved the Settlement. Other than as to Class Members or as expressly allowed below, the Parties and attorneys will keep the settlement confidential until the filing of the motion for preliminary approval of the class settlement. Thereafter, the Parties agree to make no comments to the media or otherwise publicize the terms of the Settlement, other than in court filings. Any communication about the Settlement to Class Members prior to the Court-approved mailing will be limited to (1) a statement that a settlement has been reached, (2) a statement of any of the details that would necessarily be included in any Court-approved Notice if a Class Member requests details about the proposed Settlement, and (3) a warning that the terms of the proposed Settlement have not yet been approved by the Court. Prior to preliminary approval, the Class Representatives are prohibited from discussing the terms or the fact of the settlement with third parties other than (1) a spouse, (2) accountants or lawyers as necessary for tax purposes, or (3) Class Members. At all times, the Class Representatives are prohibited from communicating about the terms or the fact of the settlement on any form of social media ("Social Media Bar"). In the event of a proven breach of the Social Media Bar, the violating Plaintiff shall forfeit one-half of the class representative enhancement payment, as a form of liquidated damages. Class Counsel will not include or use the settlement for any marketing or promotional purposes other than as expressly allowed above.

FINAL JUDGMENT

64. The Parties agree that, upon final approval of the Settlement, final judgment of dismissal of this Consolidated Action will be made and entered in its entirety. The final judgment may be included in the Order granting Final Approval of the Settlement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement between Plaintiff and Defendant as set forth below:

IT IS SO STIPULATED.

Plaintiffs & Class Representatives:

2/8/2024

Dated:

By:

Hulises Rodriguez

Dated:

By:

Joe Ortiz

Dated:

By:

Andy Smith

Dated:

By:

John Purcell

Class Counsel:

Dated: February 8, 2024

HELLMICH LAW GROUP, APC

By:

Christopher Hellmich
Christopher W. Hellmich

Attorneys for Plaintiff Rodriguez

Dated: February 8, 2024

LAW OFFICE OF KAREN SLOAT, APC

By:

Karen Sloat
Karen J. Sloat

Attorneys for Plaintiff Rodriguez

ROBINSON EMPLOYMENT LAW, P.C.

Dated: 2.21.2024

By:

Michael C. Robinson
Michael C. Robinson

Attorneys for Plaintiffs Ortiz, Purcell, and Smith

Dated: 02 / 22 / 2024

KOWALSKI EMPLOYMENT LAW
CORPORATION

By:

Brian Kowalski
Brian J. Kowalski

Attorneys for Plaintiffs Ortiz, Purcell, and Smith

1 **Plaintiffs & Class Representatives:**

2 Dated:

By:

Hulises Rodriguez

4 Dated:

By:

Joe Ortiz

6 Dated: 2/8/24

By:

Andy Smith

8 Dated: 02/06/24

By:

John Purcell

11 **Class Counsel:**

12 Dated:

HELLMICH LAW GROUP, APC

13 By:

Christopher W. Hellmich

Attorneys for Plaintiff Rodriguez

15 Dated:

LAW OFFICE OF KAREN SLOAT, APC

17 By:

Karen J. Sloat

Attorneys for Plaintiff Rodriguez
ROBINSON EMPLOYMENT LAW, P.C.

19 Dated:

21 By:

Michael C. Robinson

Attorneys for Plaintiffs Ortiz, Purcell, and Smith

23 Dated:

KOWALSKI EMPLOYMENT LAW
CORPORATION

25 By:

Brian J. Kowalski

Attorneys for Plaintiffs Ortiz, Purcell, and Smith

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Defendant:

Dated:

AIR METHODS, LLC fka AIR METHODS
CORPORATION

By: Christopher Brady

Print Name



Signature

General Counsel & Corporate Secretary

Title

Defendants' Counsel:

Dated:

FISHER & PHILLIPS, LLP

By:



Lonnie D. Giamela

Sean T. Kingston

Attorneys for Defendants AIR METHODS, LLC fka
AIR METHODS CORPORATION and DESIREE
ESTRADA