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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 07 2025

BY 
JOSEPH HERNANDEZ, DEPUTY

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

TOY SANCHEZ, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

AIR METHODS CORPORATION, a
Delaware Corporation; and DOES 1 through
100, inclusive

Defendants.

Case No. CIVSB2208677

CLASS ACTION

Assigned to: Hon. Christian Towns

**~~PROPOSED~~ ORDER RE: PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA ACTION
SETTLEMENT; PLAINTIFF'S MOTION
FOR CLASS COUNSEL FEES, COSTS
REIMBURSEMENT, AND SERVICE
PAYMENT; AND ENTERING OF
JUDGMENT**

Date: April 7, 2025

Time: 8:30 a.m.

Dept.: S26

Complaint Filed: May 17, 2022

FAC Filed: September 1, 2022

PROPOSED ORDER

Plaintiff Toy Sanchez's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Action Settlement ("Motion for Final Approval") as well as Plaintiff's Motion for Class Counsel Fees, Cost Reimbursement, and Service Payment ("Motion for Fees and Costs") came on for hearing before this court, the Honorable Christian Towns presiding, on April 7, 2025, at 8:30 a.m. Defendant Air Methods, LLC f/k/a Air Methods Corporation ("Defendant") did not oppose either motion.

Having received and considered the Joint Stipulation of Class Action Settlement and Release (the "Settlement" or "Agreement"), the supporting papers filed by the Parties, and the evidence and argument received by the Court in conjunction with Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and the instant Motion for Final Approval and Motion for Fees and Costs, the Court grants final approval of the Settlement and rules as follows:

1. Pursuant to the Preliminary Approval Order, the Class Notice was mailed to all members of the Class by first-class U.S. mail. The Class Notice informed the Class of the terms of the Settlement, of their right to receive their proportional Settlement Payment, of their right to request exclusion from the Class and the Settlement, of their right to comment upon or object to the Settlement and to appear in person or by counsel at the final approval hearing and of the date set for the Final Approval hearing. Adequate periods of time were provided by each of these procedures.

2. In response to the Class Notice, zero Class Member(s) filed written objections to the Settlement or stated an intention to appear at the final approval hearing and two Class Member requested to be excluded from the Settlement.

3. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the Class Members' response. The Court finds and determines that the Class Notice provided in the Action was the best notice practicable, which satisfied the requirements of law and due process.

4. The Court further finds and determines that the terms of the Settlement are fair,

1 reasonable and adequate to the Class and to each Participating Class Member and that the
2 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
3 be and hereby are ordered to be consummated.

4 5. The Court has certified a Class, as that term is defined in and by the terms of the
5 Settlement, and the Court deems this definition sufficient for purposes of California Rule of Court
6 3.765(a).

7 6. The Court hereby approves the terms set forth in the Settlement and finds that the
8 Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate
9 the Settlement according to its terms. The Court finds that the Settlement was reached as a result
10 of informed and non-collusive arm's-length negotiations facilitated by a neutral mediator. The
11 Court further finds that the Parties conducted extensive investigation, research, and discovery and
12 that their attorneys were able to reasonably evaluate their respective positions. The Court also finds
13 that Settlement will enable the Parties to avoid additional and potentially substantial litigation
14 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has
15 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
16 value accorded to the Class.

17 7. The Court hereby confirms David P. Myers, Jason Hatcher, and Andriana N. Bravo
18 of The Myers Law Group, A.P.C. as Class Counsel.

19 8. The Court hereby confirms Plaintiff Toy Sanchez as the Class Representative in
20 this Action.

21 9. The Court finds and determines that the individual settlement payments provided
22 for by the terms of the Settlement to be paid to the Participating Class Members are fair and
23 reasonable. The Court hereby gives final approval to and orders the payment of those amounts be
24 made to the Participating Class Members in accordance with the terms of the Settlement.

25 10. The Court finds and determines that payment to the California Labor and
26 Workforce Development Agency of \$15,000.00 as its share of the settlement of civil penalties in
27 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
28 that the payment of that amount be paid in accordance with the Settlement.

1 11. The Court finds and determines that payment to the PAGA Employees of \$5,000
2 in settlement of civil penalties in this case is fair, reasonable, and appropriate. The Court hereby
3 gives final approval to and orders the payment of that amount to be paid in accordance with the
4 Settlement.

5 12. The Court finds and determines the Class Representative Service Payment in the
6 sum of \$10,000 to Plaintiff Toy Sanchez is fair and reasonable. The Court hereby orders the
7 Administrator to make this payment to the Plaintiff/Class Representative in accordance with the
8 terms of the Settlement.

9 13. The Court finds and determines that the payment to be paid to the Settlement
10 Administrator, Phoenix Settlement Administrators ("PSA"), in the sum of \$7,500.00 for its fee and
11 expenses incurred is fair and reasonable. The Court hereby orders the Administrator to make this
12 payment to itself in accordance with the terms of the Settlement.

13 14. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
14 submitted by Class Counsel; the Court hereby awards Class Counsel attorney's fees in the sum of
15 \$183,333.33 and actual litigation costs of \$10,877.76. The Court finds such amounts to be fair and
16 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
17 accordance with the terms of the Settlement.

18 15. Neither Defendant nor any related persons or entities, nor Released Parties, shall
19 have any further liability for costs, expenses, interest, attorney's fees, or for any other charge,
20 expense, or liability, except as provided for by the Settlement.

21 16. Nothing in this Order shall preclude any action to enforce the Parties' obligations
22 pursuant to the Settlement or pursuant to this Order, including the requirement that Defendant
23 make payments to Participating Class Members or to enforce the releases in accordance with the
24 Settlement.

25 17. The Court hereby enters final judgment in this case in accordance with the terms of
26 the Settlement, Preliminary Approval Order, and this Order.

27 18. The Parties shall bear their own costs and attorney's fees except as otherwise
28 provided for by the Settlement and this Court's Order Granting Final Approval.

1 19. Upon execution of this Judgment, and upon the date Defendant transfers the Gross
2 Settlement Amount to the Administrator, all Participating Settlement Class Members shall be
3 deemed to release the Released Parties for the Released Class Claims for the Class Period and
4 every PAGA Employee shall be deemed to release the Released Parties for the Released PAGA
5 Claims for the PAGA Period.

6 20. Upon execution of this Judgment, and upon the date Defendant transfers the Gross
7 Settlement Amount to the Administrator, Plaintiff's Released Claims shall be deemed to be
8 conclusively released as against Defendant and the Released Parties, that includes a general release
9 pursuant to California Civil Code §1542, and pursuant to the terms in the Settlement.

10 21. Defendant and the Released Parties deny that they have engaged in any unlawful
11 activity, have violated the law in any respect, have any liability to anyone under the claims asserted
12 in the Action, or that but for the Settlement a class should be certified in the Action. Defendant
13 entered the Settlement solely for compromising highly disputed claims. Nothing in the Settlement,
14 this Order, or Judgment is an admission of liability or wrongdoing by Defendant or the Released
15 Parties, or an admission by Plaintiff that the claims lacked merit or any defense asserted by
16 Defendant has merit. The Settlement and this Order are governed by California Evidence Code
17 §1152.

18 22. Without affecting the finality of this Order in any way, the Court retains jurisdiction
19 of all matters, parties and Participating Class Members (other than the Class Members who timely
20 requested to be excluded from the Settlement), to the fullest extent relating to the interpretation,
21 administration, implementation, effectuation and enforcement of this Order, Judgment and the
22 Settlement.

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IT IS SO ORDERED.

C. Towns
Honorable Christian Towns
San Bernardino Superior Court Judge