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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

AUG 22 2024

Gilberto Villegas

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. Jessica Morgan

**[PROPOSED] ORDER RE: PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT; APPROVAL OF CLASS
NOTICE; GRANTING CLASS
CERTIFICATION FOR SETTLEMENT
PURPOSES AND SETTING FINAL
APPROVAL HEARING DATE**

Date: December 12, 2024

Time: 8:30 a.m.

Dept.: S26

Complaint Filed: May 17, 2022

FAC Filed: September 1, 2022

**[PROPOSED] ORDER RE: PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT; APPROVAL OF CLASS NOTICE; GRANTING CLASS CERTIFICATION
FOR SETTLEMENT PURPOSES AND SETTING FINAL APPROVAL HEARING DATE**

[PROPOSED] ORDER:

Plaintiff Toy Sanchez’s (“Plaintiff”) Motion for Preliminary Approval of Class Action Settlement came on for hearing before this court, the Honorable Jessica Morgan presiding, on December 12, 2024, at 8:30 a.m. Defendant Air Methods Corporation (“Defendant”) did not oppose the Motion. The court having considered the papers submitted in support of the motion and having heard oral argument of the parties hereby finds and ORDERS as follows:

1. The Court hereby preliminarily approves the proposed class settlement upon the terms and conditions set forth in the Joint Stipulation of Class Action Settlement and Release (“Settlement Agreement” or “Settlement”) between Plaintiff and Defendant attached to the Declaration of Jason Hatcher as Exhibit 1. The Court finds that on a preliminary basis the Settlement appears to be within the range of reasonableness necessary for preliminary approval by the Court. It appears to the Court that the Settlement amount is fair, adequate, and reasonable as to all potential members of the Settlement Class (“Settlement Class Members”) when balanced against the probable outcome of further and condintued litigation and ultimately relating to liability and damages issues. It further appears that investigation and research has been conducted such that counsel for the parties at this time are reasonably able to evaluate their respective positions. It further appears to the Court that the Settlement at this time will avoid substantial additional costs by all parties, as well as the delay and risks that would be presented by the further prosecution of this litigation. It appears that the Settlement has been reached as a result of intensive, conclusive, arm’s length negotiations.

2. The proposed Settlement has been negotiated at arm’s length and is preliminarily determined to be fair, reasonable, and adequate and in the best interest of the Settlement class as defined in the Settlement Agreement.

3. The court hereby conditionally certifies the following Settlement Class: “All current and former hourly non-exempt office-based employees of Defendant at its Patient Business Service (“PBS”) facility in San Bernardino, California at any time from May 17, 2018, through January 31, 2024.” The “Class Period” means the period from May 17, 2018 to January 31, 2024.

4. The class members shall have the opportunity to object to or request exclusion from

1 the settlement. If the settlement does not become final, the fact that the Parties were willing to
2 stipulate to certification of the class as part of the settlement shall have no bearing on, nor be
3 admissible in connection with, the issue of whether a class should be certified in a non-settlement
4 context.

5 5. The Court conditionally finds that, for the purposes of approving this settlement
6 only, the proposed Settlement Class meets the requirements of certification under California Code
7 of Civil Procedure §382: (a) the proposed Settlement Class is ascertainable and so numerous that
8 joinder of all Settlement Class Members is impracticable; (b) there are questions of law or fact
9 common to the proposed Settlement Class; (c) the claims of Toy Sanchez (the “Class
10 Representative”) are typical of the claims of the members of the proposed Settlement Class; (d)
11 Plaintiff and her counsel have and will fairly and adequately protect the interests of the proposed
12 Class; and (e) a class action is superior to the other available methods for and efficient resolution
13 of this controversy.

14 6. The Court, for settlement purposes only, hereby designates and appoints Toy
15 Sanchez as the class representative.

16 7. The Court, for settlement purposes only, hereby designates and appoints David P.
17 Myers, Jason Hatcher, and Andriana N. Bravo of the Myers Law Group, A.P.C. as class counsel.

18 8. The Court hereby preliminarily approves the definition and disposition of the Gross
19 Settlement Amount and related matters provided in the Settlement Agreement.

20 9. The Court hereby preliminarily approves the definition and disposition of the Gross
21 Settlement Amount in the amount of Five Hundred Fifty-Five Thousand Dollars and No Cents
22 (\$550,000.00) as set forth in Settlement Agreement, the payment of attorneys’ fees of one-third
23 (1/3) of the Gross Settlement Amount equaling One Hundred Eighty-Three Thousand, Three
24 Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$183,333.33); Cost award of up to
25 Fifteen Thousand Dollars (\$15,000); the cost to administer the settlement up to Seven Thousand
26 Five Dollars (\$7,500); Plaintiff’s Representative Service Award up to Ten Thousand Dollars
27 (\$10,000). The Court’s preliminary approval is subject to final review by the Court at the Final
28 Approval Hearing. At that time, the Court will approve the final amount of attorneys’ fees and

costs, Plaintiff Representative Service Award (based in part on a General Release), and Settlement Administration Costs. If the Court decides to award less than the amounts set forth above, then the unawarded class counsel fees, class counsel costs, administration costs, and/or Plaintiff Representative Service Award, will become part of the Net Settlement Amount to be distributed to the Settlement Class. No portion of the Net Settlement Amount shall revert to the Defendant under any circumstance. It appears to the Court that this Settlement is fair, reasonable, and adequate.

10. The Court hereby preliminarily approves the allocation of \$20,000.00 of the Gross Settlement Amount to the alleged PAGA claims. Of this amount, 75% will be paid to the Labor and Workforce Development Agency (“LWDA”) and the remaining 25% will become part of the Net Settlement Amount for distribution to the Class Members. At the Final Approval Hearing, the Court will determine the sufficiency of the PAGA payment. If the Court decides to award less than the amounts set forth by the Parties, the excess amount will become part of the available Net Settlement Amount.

11. The Court will conduct the settlement hearing for final approval on _____ at _____ a.m., in Department S26, of San Bernardino Justice Center, 247 West Third Street, San Bernardino, CA 92415-0210, to determine all necessary matters concerning the settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement Agreement, should be entered herein; whether the plan of allocation contained in the Settlement Agreement should be approved as fair, adequate and reasonable to the class members; and to finally approve Class Counsel’s Attorney Fee Award and Cost Award, Plaintiff’s Class Representative Service Award, Settlement Administration Costs, and PAGA Payment.

12. The court hereby approves, as to form and content, the Class Notice (the “Notice”) attached as Exhibit A to the Joint Stipulation of Class Action Settlement and Release. The Court finds that the distribution of the Notice substantially in the manner and form set forth in the Settlement Agreement meets the requirements of due process, is the best notice practicable under

1 the circumstances, and shall constitute due and sufficient notice to all persons entitled hereto.

2 13. The Court confirms and appoints Phoenix Settlement Administrators as the
3 Settlement Administrator and hereby directs the Settlement Administrator to mail or cause to be
4 mailed to the class members the Notice by first class mail. The Notice is attached to the Joint
5 Stipulation of Class Action Settlement and Release as Exhibit A. Defendant is to provide the
6 Settlement Administrator with the class data within ten (10) calendar days after preliminary
7 approval of the Settlement. The Settlement Administrator will have twenty (20) days after
8 preliminary approval of the Settlement to mail or cause to be mailed to the class members the
9 Notice by first class mail using the procedures set forth in the Settlement Agreement.

10 14. Any Class Member who wishes to request exclusion from the settlement, as
11 provided in the Notice, may do so by following the instructions for requesting exclusion from the
12 settlement as set forth in the Notice and Settlement Agreement. Any such person who chooses to
13 be excluded from the settlement will not be entitled to any recovery under the settlement as a Class
14 Member and will not be bound by the class settlement or have any right to object, appeal, or
15 comment thereon. Any written request for exclusion must be signed by each such person opting
16 out. Class members who have not requested exclusion shall become Settlement Class Members
17 and shall be bound by all determinations of this Court, by the Settlement Agreement, and by the
18 Final Judgment. Any request for exclusion does not apply to aggrieved employees under Labor
19 Code §2699, *et seq.*

20 15. Any class member may appear at the Final Approval Hearing and may object to or
21 express their views regarding the settlement, and may present evidence and file briefs or other
22 papers, that may be proper and relevant to the issues to be heard and determined by the Court as
23 provided in the Notice. However, no class member, or any other person, shall be heard or entitled
24 to object, and no papers or briefs submitted by any such person shall be received or considered by
25 the Court, unless on or before forty-five (45) days after the mailing of the Notice that person has
26 mailed a written objection to the settlement to the Settlement Administrator. In the event a class
27 member elects to submit a written objection, such objection must set forth the factual and legal
28 basis for the objection.

1 16. That Settlement Class Members are hereby enjoined from filing or prosecuting any
2 claims, suits, or administrative proceedings including filing claims with the California Division of
3 Labor Standards Enforcement and the Labor and Workforce Development Agency regarding
4 claims released by the Joint Stipulation of Class Action Settlement and Release unless and until
5 such Settlement Class Members have filed valid Requests for Exclusion with the Settlement
6 Administrator.

7 17. The Second Amended Complaint attached as Exhibit B to the Joint Stipulation of
8 Class Action Settlement and Release is deemed filed and answered by Defendant's Answer to
9 Plaintiff's First Amended Complaint, as of the date of this Order.

10 18. All further proceedings in this action shall be stayed except such proceedings
11 necessary to review, approve, and implement this Settlement.

12 19. In the event the Settlement is not finally approved or terminated this Order shall be
13 rendered null and void, and shall be vacated, and the parties and the litigation shall return and the
14 Court shall help facilitate such return to the extent necessary to the same procedural posture as
15 existed before the parties entered the Settlement Agreement, and the parties expressly reserve their
16 respective rights regarding the prosecution and defense of this action, including all available
17 defenses and affirmative defenses, and arguments that any claim in the action could not be certified
18 as a class action and/or managed as a representative action.

19 20. The Court reserves the right to adjourn or continue the date of the Final Approval
20 Hearing and all dates provided for in the Settlement without further notice to the Class Members
21 and retains jurisdiction to consider all further applications arising out of or connected with the
22 proposed Settlement.

23
24 IT IS SO ORDERED:

25
26 DATED: _____

Honorable Jessica Morgan