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David P. Myers (SBN 206137)
dmyers@myerslawgroup.com
Jason Hatcher (SBN 285481)
jhatcher@myerslawgroup.com
Andriana N. Bravo (SBN 349191)
abravo@myerslawgroup.com
THE MYERS LAW GROUP, A.P.C.
9327 Fairway View Place, Ste. 100
Rancho Cucamonga, CA 91730
Telephone: (909) 919-2027
Facsimile: (888) 375-2102

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

AUG 22 2024

Gilberto Villegas
BY: Gilberto Villegas, Deputy

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

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

**DECLARATION OF TOY SANCHEZ IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Dept.: S26

Complaint Filed: May 17, 2022
FAC Filed: September 1, 2022

DECLARATION OF TOY SANCHEZ

I, Toy Sanchez, declare as follows:

1. I am an individual over 18 years of age. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I worked as a non-exempt office-based employee for Air Methods Corporation (“Defendant”) at its Patient Business Service (“PBS”) facility in San Bernardino, California from August 2017 through April 14, 2023.

3. During my employment with Defendant, I worked in excess of eight (8) hours in a workday and in excess of forty (40) hours per work. I was paid overtime. In addition to my regular compensation, I was paid period-based bonuses and compensation, including but not limited to “BRAVO Taxable” and “GTL” payments.

4. During my employment with Defendant, I was instructed to be on-call during rest periods. I was instructed that I could not leave the premises for rest periods.

5. During my employment with Defendant, my wage statements listed “Total Hours” that, when applicable, counted “Holiday Pay-Hourly”, “Overtime”, and “Regular Pay-Hourly” in the calculation of “Total Hours”.

6. I am submitting this declaration in support of the motion for preliminary approval of class action settlement and conditional certification of this matter as a class action.

7. I initiated contact with The Myers Law Group, A.P.C. to discuss issues concerning my employment at Defendant. I felt that I was not being paid properly for all my hours worked and was not properly provided with rest periods. I was actively involved in this class action. Notably, I assisted in all aspects of this litigation, including the early investigation period before the lawsuit was filed, providing areas of inquiry to my attorneys, providing my attorneys with copies of my employment records and information, and attending attorney meetings and multiple telephonic conferences. Further in May 2023, I participated in the mediation with mediator Mariam Zadeh, Esq.

8. I spoke to my lawyers and their staff on numerous occasions to educate my attorneys about Defendant’s policies and practices regarding bonuses, the payment of overtime

1 pay, rest periods, and timekeeping practices. I communicated with my counsel regularly
2 throughout this litigation.

3 9. I understand that I am the named plaintiff and putative class representative in the
4 action of *Toy Sanchez v. Air Methods Corporation*, San Bernardino Superior Court, Case No:
5 CIVSB2208677. In other words, I understand that I am responsible for representing the interests
6 of class members. That is, I understand that this action was brought on behalf of other similarly
7 situated hourly employees who worked for Defendant in the State of California, and thus I am
8 acting as a representative for the Class.

9 10. In agreeing to be a class representative, I was informed, and gladly agreed to
10 accept, my role as a class representative, including: agreeing to represent the interests of all
11 members of the class in the litigation to recover money damages; agreeing to represent all
12 persons similarly situated with respect to a common course of conduct or practice; that I have
13 claims that are typical of those of the class and do not have any claims that are antagonistic to the
14 class members; I believe that the case involves common issues that apply to all class members;
15 that I would always consider the interest of the class just as I would consider my own interests
16 and put the class interests first, agreed to and did actively participate in the lawsuit—as
17 necessary. I recognize and accept that any resolution of the lawsuit is subject to court approval
18 and must be designed in the best interest of the class as a whole, and that I would/did follow the
19 progress of the lawsuit and did provide all relevant facts to the lawyers for the class. I do believe
20 that the settlement before this Court is in the best interest of the class.

21 11. As a class representative, I agreed to volunteer to represent or champion the
22 interests of many other current employees, former employees, and future employees, which I
23 believe have similar claims and injuries. I am not aware of any conflicts that exist between my
24 interest and the interests of the Class that would impair or affect my ability to serve as
25 representative for the Class. I understand my duties and responsibilities to the proposed class and
26 will continue to carry out those duties as necessary.

27 12. Because of the importance of the case and the necessity that all class members
28 benefit from the lawsuit equally, the savings of time, money, and effort should benefit all parties

1 and the court. I believe that class actions are an important tool to assure compliance with the law
2 even where an individual's losses may be relatively small.

3 13. I believe that the Joint Stipulation of Class Action Settlement and Release in the
4 gross amount of \$550,000.00 obtained on behalf of the class in this case is excellent in view of
5 the complex and varied issues involved with the case. Accordingly, I strongly support the
6 settlement in this matter. When I was contemplating settlement, I always kept the best interests
7 of the class in mind over my own and I was not willing to settle the matter until I felt it was in
8 the best interest of all class members.

9 14. After the mediation in May 2023 and post-mediation negotiations with Defendant,
10 my attorneys provided me with a copy of the settlement agreement, which I completely and
11 carefully reviewed. I then signed the settlement agreement and gave it to my attorneys.

12 15. I have no claim antagonistic to the class. I accepted the potential risk of being
13 liable for the opposing parties' costs if this lawsuit was unsuccessful, I have accepted the stigma
14 of being a class representative in a class action labor dispute which potentially affected my future
15 employability.

16 16. Furthermore, it is my opinion that my \$10,000.00 request for my class
17 representative service award and general release is fair, reasonable, and adequate. I actively
18 pursued this case and these claims for over two years. I accepted the potential risk of being liable
19 for the opposing parties' costs if we were unsuccessful in this lawsuit. I do understand that the
20 service award, or amount, is not guaranteed and believe the requested amount is fair and
21 reasonable in light of my work experience and the fact that I am giving up my rights to sue
22 Defendant as part of this settlement by signing a general release pursuant to Civil Code §1542.

23 17. While I truly believe that I was doing the right thing in pursuing this case, I do
24 believe that I have paid a price for the greater good of other employees, who will now obtain
25 concrete relief through the terms of the proposed settlement.

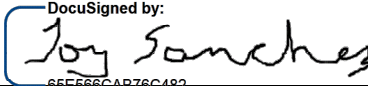
26 18. I support the attorneys' request for fees as I believe the combined fee request of
27 one-third of \$550,000.00 or the amount of \$183,333.33 is fair and reasonable. I believe that the
28 reimbursement of litigation costs not to exceed \$15,000.00, exclusive of Settlement

Administration Costs, is reasonable in light of the excellent work and favorable result my attorneys achieved for the members of the class.

19. I have discussed the terms of the settlement with my attorneys, as well as reviewed the settlement agreement, and based on the information provided, I believe the settlement to be fair, adequate, and reasonable for the entire Class and me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: August 15, 2024

DocuSigned by:

By: 66E666CAB76C482...
Toy Sanchez