SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
Civil Division
Northwest District, Van Nuys Courthouse East, Department A

23VECV02182
MICHAEL WALKER, INDIVIDUALLY AND ON BEHALF OF ALL OTHER AGGRIEVED EMPLOYEES vs LIFE ALERT EMERGENCY RESPONSE, INC., AND DOES 1 THROUGH 50, INCLUSIVE

March 23, 2026
2:42 PM

Judge: Honorable Huey P. Cotton
Judicial Assistant: R. Redmond
Courtroom Assistant: None

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Ruling on Submitted Matter

The Court, having taken the matter under submission on 03/20/2026 for Hearing on Motion for Final Approval of Settlement, now rules as follows: MICHAEL WALKER, ET AL V. LIFE ALERT EMERGENCY RESPONSE

MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Date of Hearing: 03/20/26 c/f 03/13/26 Trial Date: None.
Department: A Case No.: 23VECV02182

Moving Party: Plaintiffs Michael Walker, Luz Michelle Sanchez, Roberto Lizama and Andrew Sierra
Responding Party: None.

RULING: The Court GRANTS incentive awards reduced to $20,000 total for the four Plaintiffs, attorney fees of $200,000, and the full amount of $28,112.42 awarded as costs.

BACKGROUND

This is an employment class action lawsuit. Defendant Life Alert Emergency Response, Inc. (“Defendant”) employed 976 Participating Class Members (“Class”) which includes all persons who were employed in California by Defendant and classified as hourly, non-exempt employees during the Class Period of February 13, 2022 to June 13, 2024, who did not opt out of the Settlement. (Declaration of Haig B. Kazandjian (“Kazandjian Decl.”), ¶ 2, Ex. 1 (Settlement Agreement) at paragraph 1.5.)

On May 17, 2023, Plaintiff Michael Walker (collectively with other class representatives, Luz Michelle Sanchez, Roberto Lizama and Andrew Sierra, “Plaintiffs”) filed a Complaint against Defendant for Violation of Labor Code § 2698, et seq.

On November 13, 2024, Defendants agreed to pay $600,000.00 (“Gross Settlement Amount”) for the claims of Plaintiffs and the Class, and for penalties sought under PAGA.

On June 26, 2025, Plaintiffs filed a Motion for Preliminary Approval of Settlement.

On October 13, 2025, the Court granted preliminary approval of the settlement, finding that the settlement satisfied all requirements for class certification under CCP § 382 and was within the range of reasonableness. The Court set a Final Approval Hearing to rule on the requests for attorneys’ fees and costs and amount of the service award.

Phoenix Settlement Administrators (“Phoenix”) was hired by the parties to prepare and mail the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Notice”) to the Class members. (Declaration of Lluvia Islas (“Islas Decl.”), ¶ 1.) On October 27, 2025, Phoenix received a data file with the names, last known mailing addresses, telephone numbers, Social Security numbers and dates of employment for each Class member. (“Class List”). (Islas Decl. ¶ 3.) On December 12, 2025, Phoenix mailed a Notice to the 976 Class members on the Class List. (Islas Decl. ¶ 8.) 22 of these Notices remained undeliverable. (Islas Decl. ¶¶ 9-10.) Phoenix has received zero Requests for Exclusion, Notices of Objection, or Workweek disputes from Class members by the extended response deadline of February 24, 2026. (Supplemental Declaration of Lluvia Islas (Islas Supp. Decl.), ¶¶ 2-4.)

On February 19, 2026, Plaintiffs filed this Motion for Final Approval of Class Action Settlement. Plaintiffs seek fees of $200,0000 and reimbursement of actual costs incurred of $28,112.42. Plaintiffs also seek Class Representative Incentive Award payments of $10,000 to each Representative Plaintiff, totaling $40,000. This makes $259,937.58 (“Net Settlement Amount”) available in compensation for the 976 participating Class, once the above listed expenses, $11,950.00 for Settlement Administration Costs and PAGA payment of $45,000.00 are subtracted from the Gross Settlement Amount.

Plaintiffs calculate that the Settlement will result in Individual Settlement Payments to 976 participating Class of $5.80 to $707.04, with the average being $266.33, calculated based on dividing the Net Settlement Amount by the total number of work weeks and then multiplying the result by each participating Class member’s number of work weeks. (Islas Decl., ¶ 16; Kazandjian Decl., ¶ 18; Ex. 1, Settlement Agreement ¶ 3.2.4, 3.2.4.1.) Class members will also be eligible for PAGA payments out of the $15,000 share allocated to aggrieved employees under PAGA, which will range from $0.33 to $40.80 (Kazandjian Decl., ¶ 16; Islas Decl., ¶ 5, 16-17.)

No opposition to Plaintiffs’ motion has been filed.

DISCUSSION

Reasonableness of Final Settlement Amount

The Court has already determined that the amount offered in settlement was within the realm of reasonableness, that Plaintiffs’ claims had legitimate controversies and that proving the each Class Member’s damages would be expensive and uncertain, continued litigation would be risky and substantially delay recovery, and that the parties engaged in extensive discovery and Plaintiffs’ counsel was equipped to make an informed decision. (October 13, 2025 Minute Order.) The Class members have been informed of the Settlement, and no Class members have objected. (Islas Supp. Decl., ¶¶ 2-4.) Thus, the Court holds that the proposed Gross Settlement Amount is fair.

Incentive Awards

Plaintiffs seek $10,000 in incentive awards for each of the four Class Representatives. “[T]he rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class.” (Cellphone Termination Fee Cases (2010) 186 Cal.App.4th 1380, 1395, as modified (July 27, 2010).) In evaluating the enhancement award to a class representative, a court should consider all relevant factors including: “(1) the risk to the class representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation and; (5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation.” (Ibid.)

Here, Plaintiffs argue that the Class benefitted significantly from Plaintiffs' efforts, Plaintiffs shouldered the risk of owing Defendant's costs if Plaintiffs were unsuccessful, Plaintiffs actively participated in discovery, and that Plaintiffs subjected themselves to potential stigma. Plaintiffs support these claims with the Declarations by Plaintiffs in Support of Motion for Preliminary Approval. (See Declaration of Michael Walker ¶4 (stating he has spent over 30 hours on this case); Declaration of Luz Michelle Sanchez, ¶5 (stating she did not keep time records but spent time explaining her claims to attorneys and communicating with attorneys); Declaration of Andrew Sierra, ¶14 and Declaration of Roberto Lizama, ¶14 (both estimating 25-35 hours assisting attorneys).)

Plaintiffs argue that $10,000, approximately 2% of the Gross Settlement, is reasonable for each of the four Plaintiffs. Plaintiffs cite unpublished cases where similar incentive payments were made, but each of these cases either involved multi-million-dollar settlements or involved a single representative plaintiff who received $25,000 for a million-dollar settlement with $548,775.00 allocated to the class.

As requested by Plaintiffs, the Class would receive $259,937.58, meaning that Class members will receive $266.33 on average and a maximum of $707.04. (Islas Decl., ¶ 16.) As such, the Court finds Plaintiffs requested incentive awards to be excessive. The Court awards $5000 to Michael Walker, Andrew Sierra, Roberto Lizama and Luz Michelle Sanchez for their time spent on this case, and other value added to the litigation, totaling $20,000 out of the settlement.

Attorney's Fees and Costs

The settlement agreement provides that Class Counsel may seek approval of up to one-third of the Gross Settlement for attorneys' fees, and up to $30,000 for litigation expenses. (Kazandjian Decl., ¶ 28 and Exhibit 1, ¶ 3.2.2.) Class Counsel seeks the full one third, totaling $200,000, in attorney fees. Class Counsel also seeks $28,112.42 in costs and expenses.

Plaintiffs request that the Court calculate the fee based on a percentage of the Common Fund. The California Supreme Court recognized it is appropriate to award attorneys' fees based on a percentage of the total value of benefits to Class Members from the settlement, also known as the "common fund" method. (Laffitte v. Robert Half International, Inc. (2016) 1 Cal.5th 480, 503.) "[T]he lodestar method is not necessarily utilized in common fund cases." (Lealao v. Beneficial

California, Inc. (2000) 82 Cal.App.4th 19, 27.)

Plaintiffs' counsel states that "fee awards in class actions average around one-third of the recovery." (Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43, 66, n.11.) However, California courts look to federal courts analyzing class issues. (Wershba v. Apple Computer, Inc. (2001) 91 Cal. App. 4th 224, 239-40.) Ninth District courts ""typically calculate 25% of the fund as the 'benchmark' for a reasonable fee award, providing adequate explanation in the record of any 'special circumstances' justifying a departure." (Laffitte, supra, 1 Cal.5th at 495; see also Six (6) Mexican Workers v. Arizona Citrus Growers (9th Cir. 1990) 904 F.2d 1301, 1311 ("the benchmark percentage should be adjusted, or replaced by a lodestar calculation, when special circumstances indicate that the percentage recovery would be either too small or too large in light of the hours devoted to the case or other relevant factors.").)

Plaintiffs do not argue any special circumstances justifying an increased percentage, they merely claim that one third is in the mid-range of awards without citing any published cases on point for this assertion. The more commonly applied standard of 25% of the common fund would be $150,000 in attorney fees.

Plaintiffs' Counsel state that they have collectively expended 403.4 hours on this case, with Haig B. Kazandijan Lawyers, APC expending 145.5 hours, Messrelian Law, Inc. expending 74.4 hours, and Capstone Law, APC expending 183.5 hours. (Kazandjian Decl., ¶ 36.) Kazandijan states that based on an hourly rate of $825, his firm's attorney fees total approximately $120,037.50. (Id., ¶ 34.) Messrelian quotes a $750 hourly rate, totaling $55,800.00. (Declaration of Harout Messrelian ("Messrelian Decl."), ¶ 7.) Capstone Law, APC provides a breakdown of attorney billing time, totaling $124,685.00. (Declaration of Raul Perez ("Perez Decl.") ¶ 17.) This totals $300,522.50 in attorney time billed for 403.4 hours.

As Plaintiffs have spent 403.4 hours on this case, a lodestar cross-check is appropriate. The lodestar method, "calculates the fee 'by multiplying the number of hours reasonably expended by counsel by a reasonable hourly rate. Once the court has fixed the lodestar, it may increase or decrease that amount by applying a positive or negative 'multiplier' to take into account a variety of other factors, including the quality of the representation, the novelty and complexity of the issues, the results obtained, and the contingent risk presented." (Laffitte, supra, 1 Cal.5th at 489.)

Plaintiffs provide the Laffey Matrix as a benchmark for reasonable hourly attorney rate.

(Kazandjian Decl., Ex. 2.) However, the Laffey Matrix "is an official source of attorney rates based in the District of Columbia area," meaning it is not a useful comparison point for Claim Counsel's fees unless it is adjusted to the local area. (Syers Properties III, Inc. v. Rankin (2014) 226 Cal.App.4th 691, 695.) Plaintiffs have provided no local adjustment factor that would allow the court to utilize the Laffey Matrix.

Furthermore, Kazandjian states that "my office has expended a total of 145.5 hours in this matter at an hourly rate is $825," but does not declare that he personally expended that time, nor does he provide any information about whether other attorneys made up part of this time or what their experience is. (Kazandjian Decl., ¶ 34.) Additionally, none of the three attorney declarations clearly break down how the hours they expended were spent, they simply provide a list of tasks done and a total amount of time, making it impossible to judge whether Claim Counsel's hours were reasonably spent. (Kazandjian Decl., ¶ 34; Messrelian Decl. ¶ 7; Perez Decl., ¶ 17.) Thus, Claim Counsel have not provided sufficient information to allow the Court to perform a lodestar application.

By their supplemental briefing, Plaintiffs have provided sufficient detail of their billed activities and legal support to support an increase from the standard 25% under the common fund method to the requested one third of the common fund, and lacking sufficient information to perform the lodestar method, the Court awards $200,000.00 in attorney's fees to Claim Counsel, collectively.

As to costs, Plaintiffs present the following evidence of the costs that each law firm incurred:
• A list of costs incurred by Haig B. Kazandijan Lawyers, APC totaling $11,347.92 (Kazandjian Decl., ¶ 39, Ex. 3.)
• A list of costs by Capstone Law, APC totaling $8649.97 (Perez Decl., ¶ 21.)
• A list of costs by Messrelian Law, Inc., totaling $8,114.53 (Messrelian Decl., ¶ 10.)

Plaintiffs have presented an itemized breakdown showing the full amount of the $28,112.42, Plaintiffs are entitled to recover the full amount of their costs.

Certificate of Service is attached.