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Attorneys for Plaintiffs and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

MICHAEL PRICE; DOUGLAS ANDERSON, as individuals, on behalf of themselves and others similarly situated,

PLAINTIFFS,

v.

STARLIGHT MARINE SERVICES, INC.; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. MSC20-01311
[Consolidated with Case No. CV-23-004587]

[Case Assigned for All Purposes to Hon. Benjamin T Reyes II in Dept. 16]

NOTICE OF SUPPLEMENTAL BRIEFING AND SUPPLEMENTAL MEMORANDUM IN SUPPORT OF MOTION FOR FINAL APPROVAL OF ATTORNEYS' FEES AND COSTS

[FILED CONCURRENTLY WITH SUPPLEMENTAL DECLARATIONS OF KELSEY M. SZAMET AND TAYLOR MITZNER, AND [PROPOSED] ORDER]

Date: November 25, 2026
Time: 9:00 A.M.
Dept.: 16

Complaint Filed: July 15, 2020
FAC Filed: September 10, 2020
Trial Date: None Set

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on November 25, 2026, at 9:00 a.m., in Department 16 of the above-entitled Court, the Court will hear the Motion for Final Approval of Attorneys' Fees and Costs (the "Fee Motion") filed on May 27, 2026 by Plaintiffs MICHAEL PRICE and DOUGLAS ANDERSON ("Plaintiffs"). In its June 17, 2026 ruling granting final approval of the Class Action and PAGA Settlement Agreement, the Court deferred the Fee Motion to this date.

In response to the Court's direction that the fee request be reviewed through a lodestar cross-check (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 503, 505), Plaintiffs submit this Supplemental Memorandum, the Supplemental Declarations of Kelsey M. Szamet and Taylor Mitzner, and a [Proposed] Order. Plaintiffs clarify that they request an award of attorneys' fees of $252,877.81 and litigation costs of $47,122.19, for a combined total not to exceed the $300,000.00 provided in Paragraph 3.2.2 of the Settlement Agreement.

This Supplemental Memorandum is based on this Notice, the Memorandum of Points and Authorities below, the Supplemental Declarations, the Fee Motion and the declarations and exhibits filed with it, all other papers and records on file in this action, and such argument as may be presented at the hearing.

DATED: October 29, 2026

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: _____

Eric B. Kingsley
Kelsey M. Szamet
Attorneys for Plaintiffs MICHAEL PRICE; DOUGLAS ANDERSON and the Proposed Class

SUPPLEMENTAL MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On June 17, 2026, the Court granted final approval of the Class Action and PAGA Settlement, approved the $20,000 in class representative payments, and deferred ruling on Class Counsel's request for attorneys' fees and costs until November 25, 2026. The Court explained that any fee award should be reviewed through a lodestar cross-check. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 503, 505.)

Plaintiffs submit this supplemental memorandum so that the Court has what it needs to conduct that review. It (1) clarifies how the fee is structured and paid; (2) presents Class Counsel's lodestar by timekeeper, through May 27, 2026; (3) separates litigation costs from attorneys' fees; (4) explains why the risks and results support the request; and (5) proposes how to implement the Court's directive that 5% of any fee award be withheld pending compliance.

Class Counsel's lodestar through the filing of the Fee Motion on May 27, 2026 was $370,240.50 for 467.9 hours. Class Counsel asks the Court to award $252,877.81 90 in attorneys' fees, which is about 68% of that lodestar, and $47,122.19 in advanced litigation costs, for a combined $300,000.00, the maximum the Agreement permits. Class Counsel seeks no multiplier. The request is a discount from Class Counsel's time at its ordinary rates, and Class Counsel does not seek payment for any time recorded after May 27, 2026.

The Court will note that the filed Fee Motion treated the entire $300,000 as fees and reported a 0.81 multiplier. The Agreement caps "attorneys' fees and costs" together at $300,000 (¶ 3.2.2), and the cost ledger (Szamet Ex. 5) shows $47,122.19. Plaintiffs therefore restate the request as $252,877.81 in fees (0.68 of lodestar; about $540/hour blended) plus $47,122.19 in costs.

II. STATUS OF THE SETTLEMENT AND THE COURT'S RULING

A. Key Terms of the Settlement

The Court is familiar with the Settlement Agreement in this matter. It creates a non-reversionary Gross Settlement Amount of $280,000 for 26 Class Members who worked 2,376 workweeks between July 16, 2016 and February 15, 2021, and it includes a $15,000 allocation for

PAGA penalties. (Declaration of Kelsey M. Szamet ("Szamet Decl.") ¶¶ 23–31; Declaration of Taylor Mitzner ("Mitzner Decl.") ¶¶ 10–13.) After $20,000 in class representative payments, $15,000 in PAGA penalties, and $3,250 in administration costs, $241,750 remains for Individual Settlement Shares. The average share is approximately $9,298.08 and the highest is approximately $22,282.51. (Mitzner Decl. ¶¶ 11–12.) All 26 Class Members participate without submitting a claim, and none has objected. (*Id.*, ¶¶ 8, 10.)

B. Status of the Payments Made To Date

Defendant funded the Settlement on July 9, 2026, transmitting $286,164.62 to the Administrator, and completed disbursement to all payees on July 23, 2026. Settlement checks void on January 19, 2027. (Supplemental Declaration of Taylor Mitzner ("Supp. Mitzner Decl.") ¶¶ 2–5; Supp. Szamet Decl. ¶ 3 & Ex. 15.)

C. Class Counsel's Separate Fee Request

The Settlement Agreement provides that Class Counsel will file a separate motion for fees and costs of no more than $300,000, that the request is not based on any prevailing-party finding, and that any approved payment is payable no sooner than May 1, 2026. (Szamet Decl., Ex. 1 [Agreement] ¶ 3.2.2; Szamet Decl. ¶¶ 113–116.) Class Counsel filed that motion on May 27, 2026. The Court's June 17, 2026 ruling granted final approval, approved the requested class representative payments, and set the Fee Motion for hearing on November 25, 2026. It also directed that 5% of any attorneys' fee award be withheld by the Administrator pending satisfactory compliance.

III. THE FEE IS SEPARATE FROM, AND DOES NOT REDUCE, THE CLASS RECOVERY

The Court's ruling describes the Fee Motion as proceeding on a common-fund theory. To avoid any ambiguity, Plaintiffs clarify the structure. Class Counsel does not ask for a percentage of the $280,000 Gross Settlement Amount, and no award will reduce any Class Member's payment. The $241,750 available to Class Members was calculated without any deduction for attorneys' fees or costs; as the Administrator explains, attorneys' fees "are provided separately from the remainder of the settlement fund." (Mitzner Decl. ¶ 11.) The Agreement is to the same

effect. It defines the Gross Settlement Amount as $280,000, to be used to pay Individual Class Payments, PAGA payments, class representative payments, and administration expenses, and it lists no attorneys' fees among those uses. (Szamet Decl., Ex. 1 [Agreement] C.) The Net Settlement Amount is likewise defined without any fee deduction. (*Id.*, ¶ 1.28.) Fees are addressed in a separate paragraph that provides for a separate, contested application for up to $300,000 in fees and costs. (*Id.*, ¶ 3.2.2.) Class Counsel has described the structure the same way throughout. (Szamet Decl. ¶¶ 59, 113.) The funds Defendant transmitted confirm this. The Administrator received $286,164.62, which equals the $280,000 Gross Settlement Amount plus $6,164.62 **in employer-side payroll taxes,** with nothing designated for attorneys' fees. (Supp. Mitzner Decl. ¶¶ 3, 6.) Because the Individual Settlement Payments were calculated and issued in full from the Net Settlement Amount on July 23, 2026 without any fee deduction (*id.*, ¶¶ 4, 6), no fee award can reduce any Class Member's payment. Defendant, which was entitled to oppose the request under Paragraph 3.2.2 of the Agreement, has not done so. (Supplemental Declaration of Kelsey M. Szamet ¶ 7)("Supp. Szamet Decl.") Defendant has confirmed that it will pay any amount the Court awards for attorneys' fees and costs, up to $300,000, in addition to the Gross Settlement Amount. (*Id*. & Ex. 2.)

Two consequences follow. First, because the fee is not taken from a fund created for the Class, the percentage-of-the-fund method does not set the measure of a reasonable fee here. That method applies where class litigation creates a fund and the court awards counsel a fee out of it. (See *Laffitte*, *supra*, 1 Cal.5th at p. 503.) Where, as here, the fee is a separately negotiated obligation,[1] the lodestar is the principal measure of reasonableness. Second, the cross-check the Court has directed is satisfied either way, because Class Counsel's lodestar exceeds the fee requested.

Plaintiffs recognize that the fee requested is larger than the Gross Settlement Amount. That comparison is not the measure of reasonableness where the fee does not diminish the Class's

[1] Class Counsel separately negotiated the fee amount as it has an ethical obligation to do. The Gross Settlement Amount was negotiated and agreed upon first, and the Attorneys' Fees and Costs were separately negotiated. (Supp. Szamet Decl. ¶ 7.)

recovery. The question is whether the fee fairly values the work performed and the risk assumed, and the lodestar answers it.

IV. CLASS COUNSEL'S LODESTAR SUPPORTS THE FEE REQUEST

A. The Lodestar Is the Starting Point

In California, the fee-setting inquiry ordinarily begins with the lodestar, meaning the hours reasonably expended multiplied by a reasonable hourly rate. (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1131-32; *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095; *Serrano v. Priest* (1977) 20 Cal.3d 25, 48–49.) The unadjusted lodestar reflects the general local rate for a fee-bearing case and includes no compensation for contingent risk, extraordinary skill, or other factors. (*Ketchum*, *supra*, 24 Cal.4th at p. 1138.) A court may then adjust it up or down. (*Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 26.) *Laffitte* confirms that a trial court has discretion to use a lodestar cross-check, and that if the resulting multiplier is extraordinarily high or low the court may consider adjusting the award but need not. (*Laffitte*, *supra*, 1 Cal.5th at p. 505.) Laffitte also clarifies that the court need not scrutinize every hour and may rely on declarations summarizing time. *Id*.

B. The Hours Were Reasonably Spent

Class Counsel's billing records, kept contemporaneously, reflect 467.9 hours of attorney time from June 18, 2020 through May 27, 2026, for a lodestar of $370,240.50. (Szamet Decl. ¶¶ 155 & Ex. 7.) The time is distributed as follows:

Timekeeper	Role / Experience	Hours	Rate	Lodestar
Eric B. Kingsley	Partner; 30 years	25.7	$1,250.00	$32,125.00
Kelsey M. Szamet	Partner; admitted 2008	185.4	$940.00	$174,276.00
Jessi Bulaon	Associate; admitted Dec. 2021	93.8	$570.00	$53,466.00
Jessica Adlouni	Associate; J.D. 2019	34.9	$690.00	$24,081.00
Ari J. Stiller	Former senior associate; 13 years (appellate specialist)	106.4	$725.00	$77,140.00
David Penner	Former associate; J.D. 2018	15.4	$400.00	$6,160.00
Shannen T. Garrett	Former associate; admitted Oct. 2017	6.3	$475.00	$2,992.50
Total		**467.9**		**$370,240.50**

The work spanned six years and every major phase of a contested class and PAGA action:

pre-suit investigation and the notice to the Labor and Workforce Development Agency; the complaint and First Amended Complaint; opposing Defendant's motion to compel arbitration, which the Court denied on September 9, 2021; written discovery and the deposition of Defendant's person most knowledgeable; defending Plaintiffs' depositions; working with economic experts on class certification and damages; the contested motion for class certification, granted on August 22, 2024; the June 22, 2022 mediation before Hon. Peter D. Lichtman and months of follow-up negotiation; and preliminary approval, notice, final approval, and administration. (Szamet Decl. ¶¶ 5–18, 90–93, 156.) The detailed billing report is already before the Court as Exhibit 7 to the Szamet Declaration. Class Counsel does not seek payment for any time recorded after May 27, 2026. (Supp. Szamet Decl. ¶ 35.)

Staffing was lean. Mr. Kingsley, the most senior and highest-rate timekeeper, recorded 25.7 hours, about 5.5% of the total hours and 8.7% of the lodestar. Ms. Szamet and a small group of associates performed the rest. (Supp. Szamet Decl. ¶ 36.) More than two-thirds of the hours (317.5 of 467.9) were performed by Mr. Kingsley, Ms. Szamet, and Mr. Stiller, who have 30, 18, and 13 years of experience. (*Id.*) Class Counsel took care to avoid duplication and to assign tasks at the appropriate rate. (*Id.*) Averaged over the six years this case has been pending, 467.9 hours is fewer than 80 hours per year, for a case that included a contested motion to compel arbitration, contested class certification, expert work on certification and damages, and a mediation. (*Id.*)

C. The Hourly Rates Are Reasonable

A reasonable rate is the rate prevailing in the community for similar work. (*PLCM Group*, *supra*, 22 Cal.4th at p. 1095.) The rates here run from $400 to $1,250 per hour. (Szamet Decl. ¶ 155.) They are the rates Kingsley Szamet Employment Lawyers charges its non-contingent hourly clients, and they are applied to all hours, which compensates in part for six years without payment. (Szamet Decl. ¶¶ 124, 152; see *Missouri v. Jenkins by Agyei* (1989) 491 U.S. 274, 283–84 [current rates may be used to account for delay in payment].) The timekeepers range from a 30-year wage-and-hour class action specialist to associates admitted in 2017 or later. (Szamet Decl. ¶¶ 139–149.) The Santa Clara County Superior Court recently granted an unopposed fee award to Class Counsel in a wage-and-hour class action, on a lodestar computed at hourly rates of $1,210 for Mr. Kingsley,

$880 for Ms. Szamet, $750 for Mr. Stiller, $550 for Ms. Adlouni, and $495 for Ms. Bulaon. (*Espinoza v. Warehouse Demo Services, Inc.* (Santa Clara Super. Ct., No. 17CV310844)(filed Jan. 22, 2026) [hearing held Mar. 5, 2025]; Supp. Szamet Decl. ¶ 33.) The rates used here are the same firm's current rates, which have increased in due course since that submission.

D. The Requested Fee Is a Discount from the Lodestar

Class Counsel seeks no multiplier. The comparison is as follows:

Item	**Amount**
Class Counsel's lodestar through May 27, 2026 (467.9 hours)	$370,240.50
Attorneys' fees requested	**$252,877.81**
Fee requested as a fraction of lodestar	**0.68**
Blended hourly rate: lodestar / fee requested	$791 / **$540**
Litigation costs requested	**$47,122.19**
Total requested (Agreement ¶ 3.2.2 cap)	**$300,000.00**

A fractional multiplier requires no downward adjustment. *Laffitte* is concerned with cross-check multipliers that are "extraordinarily high or low." (1 Cal.5th at p. 505.) Here the fee is about two-thirds of the lodestar, a blended rate of roughly $540 per hour against a blended lodestar rate of roughly $791. The conclusion also does not depend on the rates. Even if the Court were to discount every rate by roughly a third, the resulting lodestar would still support the fee requested.

The comparison to *Laffitte* is instructive. There, class counsel's lodestar was between $2,968,620 and $3,118,620 for between 4,263 and 4,463 attorney hours, and the Supreme Court affirmed a fee that implied a multiplier of roughly 2.03 to 2.13. (*Laffitte*, *supra*, 1 Cal.5th at pp. 487–488.) Those figures reflect blended lodestar rates of roughly $700 per hour in a Los Angeles wage-and-hour case more than a decade ago. Here, Class Counsel's blended lodestar rate of about $791 is in line with that rate, while the fee requested equates to about $540 per hour, below it, with a multiplier under 1.0. Class Counsel will also continue to perform work after May 27, 2026, including the compliance statement, the hearing, and oversight of the distribution, for which it seeks no payment. (Szamet Decl. ¶ 132 & n.1.)

V. THE RISKS AND RESULTS CONFIRM THAT THE FEE IS REASONABLE

A court may also consider the novelty and difficulty of the questions presented, the skill

displayed, the extent to which the litigation precluded other work, and the contingent nature of the recovery. (*Serrano*, *supra*, 20 Cal.3d at pp. 48–49; *Ketchum*, *supra*, 24 Cal.4th at p. 1132.) Class Counsel asks for no enhancement. These factors matter because they show that the lodestar, with no risk premium, understates what this case was worth, and that the requested fee is conservative.

A. This Was an Unusual and High-Risk Case

First, Defendant contended that the California wage-and-hour laws underlying every claim were preempted by federal maritime law. Had it prevailed, the Class would have recovered nothing. (Szamet Decl. ¶¶ 54-56, 83, 118.)

Second, the liability theory was unusual. Plaintiffs contended that captains who lived aboard tugs for seven- or fourteen-day hitches, on single-crewed vessels where federal and Coast Guard regulations required a captain always to be on watch, were under Defendant's control for the entire hitch yet were paid only for the hours recorded on the tug log, and that they could not be relieved for duty-free meal periods. (*Id.*, ¶¶ 43-53.)

Third, collectability was uncertain. Defendant is no longer operating, and its financial condition was a consideration throughout the settlement discussions. (*Id.*, ¶¶ 57–59.) Class Counsel advanced all costs and carried the case for six years without payment. (*Id.*, ¶ 124.)

Fourth, the case was contested at every stage. Defendant moved to compel arbitration, which the Court denied, and opposed class certification, which the Court granted over that opposition. (*Id.*, ¶¶ 8–9, 54.)

B. The Result Is Substantial in Light of These Risks

Working with a data expert, Plaintiffs valued the claims at approximately $2,140,071.60 at full exposure including penalties, and $1,698,483.60 in core unpaid wages and meal-period premiums, before any discount for the risks described above. (Szamet Decl. ¶¶ 93–104.) The Settlement pays $280,000 to a class of 26, with an average share of $9,298.08 and a highest share of $22,282.51, with no reversion and no claims process, and the Court has found it fair, reasonable, and adequate. Measured against the lodestar, the risk, and the result, the fee requested is moderate: it is a fraction of the lodestar, it carries no risk premium, and it does not diminish any Class Member's recovery.

VI. LITIGATION COSTS

Class Counsel advanced $47,122.19 in litigation costs, documented in the detailed ledger already before the Court as Exhibit 5 to the Szamet Declaration. They include mediation fees, fees for economists who analyzed class certification and damages, court reporter fees, filing and service fees, and legal research charges.[2] (Supp. Szamet Decl. ¶ 38, 42.) These costs were reasonably necessary to prosecute the case and are not included in the lodestar.

VII. CLASS REACTION AND NOTICE

The Class Notice told Class Members that Class Counsel would move separately for fees and costs, how to obtain the motion, and how to object to it. (Mitzner Decl., Ex. A, pp. 1, 4.) No Class Member objected by the May 4, 2026 deadline. (Mitzner Decl. ¶ 8.) The Fee Motion has been on file since May 27, 2026 and no objection to the fee request has ever been received. Supp. Mitzner Decl. at ¶ 3.

VIII. PAYMENT MECHANICS AND THE 5% HOLDBACK

The Court directed that 5% of the attorneys' fees be withheld by the Settlement Administrator pending satisfactory compliance. Plaintiffs propose the following to implement that directive. First, because the Administrator received only the Gross Settlement Amount and payroll taxes and holds no fee funds, Defendant will deposit the amounts awarded for fees and costs with the Administrator within 14 days after entry of the order awarding them. Second, because the Administrator disbursed the Individual Settlement Payments and Individual PAGA Payments on July 23, 2026 (Supp. Mitzner Decl. ¶ 4), as the Agreement requires before any fee disbursement (Agreement ¶ 4.4), it will pay Class Counsel the cost award and 95% of the fee award. Third, the Administrator will retain the remaining 5% of the fee award until the Court finds satisfactory compliance. Fourth, Class Counsel will file the compliance statement one week before the compliance hearing. A proposed order is lodged with this memorandum.

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[2] Class Counsel has continued to advance costs since May 2027 and costs have since increased slightly to $47,310.34, but Counsel does not seek the difference.

IX. PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY

This supplemental memorandum and supporting papers were submitted to the Labor and Workforce Development Agency on October 29, 2026, the date of filing. Proof of submission is attached to the Supplemental Szamet Declaration as Exhibit 1.

X. CONCLUSION

Class Counsel respectfully requests that the Court (1) award attorneys' fees of $252,877.81 and litigation costs of $47,122.19, for a total of $300,000.00; (2) direct that 5% of the fee award be withheld by the Administrator as described above; and (3) enter the proposed order.

DATED: October 29, 2026

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: _____

Eric B. Kingsley
Kelsey M. Szamet
Attorneys for Plaintiffs MICHAEL PRICE; DOUGLAS ANDERSON and the Proposed Class

(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On October 29, 2026, I served all interested parties in this action the following documents described as: **NOTICE OF SUPPLEMENTAL BRIEFING AND SUPPLEMENTAL MEMORANDUM IN SUPPORT OF MOTION FOR FINAL APPROVAL OF ATTORNEYS' FEES AND COSTS** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

MARRON LAWYERS, APC Paul Marron pmarron@marronlaw.com Paul B. Arenas parenas@marronlaw.com Laura Theriault ltheriault@marronlaw.com Mini Leano mleano@marronlaw.com 5000 E. Spring St., Suite 580 Long Beach, CA 90815 *Attorneys for Defendant*	**ANTICOUNI & ASSOCIATES** A Professional Corporation Bruce N. Anticouni bruce@anticounilaw.com Nicole K. Ricotta nicole@anticounilaw.com 201 N. Calle Cesar Chavez, Suite 105 Santa Barbara, CA 93103 *Attorneys for Plaintiffs and Proposed Class*

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (https://dir.govfa.net/432) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 29, 2026, at Chino, California.

Leslie Sanchez