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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]

SUPPLEMENTAL DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF MOTION FOR FINAL APPROVAL OF ATTORNEYS' FEES AND COSTS

[Filed concurrently with Motion for Final Approval; Motion for Approval of Attorneys' Fees and Costs; Declarations of MICHAEL PRICE; DOUGLAS ANDERSON and Taylor Mitzner, Proposed Order, and Judgment]

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

DECLARATION OF KELSEY M. SZAMET

I, Kelsey M. Szamet, declare as follows:

1. I am an attorney licensed to practice before all of the courts of the State of California. I am partner in the law firm of KINGSLEY SZAMET EMPLOYMENT LAWYERS and one of the attorneys of record for Plaintiff MICHAEL PRICE; DOUGLAS ANDERSON in the above-entitled action. I have personal knowledge of the facts set forth herein, and if called upon as a witness, I could and would testify competently thereto.

2. I make this declaration in support of Plaintiff's Motions for Final Approval of Class Action Settlement and Plaintiff's Motion for Approval Attorneys' Fees and Costs in the above-captioned case.

3. I graduated cum laude from the University of California, San Diego in 2004 with a degree in Human Development. I graduated from the University of California, Los Angeles School of Law in 2008. I am admitted to practice before the following Courts: United States Supreme Court; United States District Court, Northern, Eastern, Southern and Central of California; all California State Courts.

4. I have been involved in all aspects of this matter and have been the day to day partner assigned to this case for our law firm.

5. To conserve judicial time and resources, I will not repeat the information in my Declaration in Support of the Motion for Final Approval, but will focus on the attorneys' fees issue.

ATTORNEYS' FEE AWARD

6. As detailed fully in the Agreement, the Settlement Agreement provides for Defendant to create a Gross Settlement Amount of $280,000.00, which it did after final approval was granted. The money was funded and disbursed to the Class in July 2026.

7. The Agreement also provides for Class Counsel to separately seek a fee award of no more than $300,000.00 in attorneys' fees and costs. Paragraph 3.2.2 of the Agreement also provides that Defendant may oppose the request. The Agreement's definitions of the Gross

Settlement Amount and the Net Settlement Amount list no attorneys' fees among the uses of, or deductions from, those amounts. (Agreement ¶¶ 1.22, 1.28.) Defendant has not opposed the motion. Defendant has confirmed in writing that it will pay the amount the Court awards, up to $300,000.00, in addition to the Gross Settlement Amount. *See* Exhibit "2" hereto. 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.

8. Class Counsel extensively addressed the perceived risks in this case in the Motion for Final Approval and will not repeat that analysis here.

9. The separate request for approval of attorneys' fees and costs will not be based on any finding of a prevailing party but will be based solely on whether the attorneys' fees requested are reasonable for the settlement of the Released Claims.

10. The Parties agree that any Court approved Class Counsel Fees and Litigation Expenses Payment will be payable no sooner than May 1, 2026.

11. In addition to the longevity and complexity of this certified case, Class Counsel has borne the entire risk and costs of this litigation during the entire time that it has been pending, all on a pure contingency basis. Through the investment of substantial effort and resources, Counsel believes it has secured an outstanding Settlement of behalf of the Class and Aggrieved Employees.

CLASS COUNSEL'S HOURS AND HOURLY RATES ARE REASONABLE

12. The Court has directed that the fee request be reviewed through a lodestar cross-check. The lodestar confirms that the fee requested is reasonable.

13. Class Counsel's aggregate lodestar amounts to $370,240.50, which represents 467.9 hours of attorney work on this litigation incurred from its inception through the filing of Plaintiff's Motion for Final Approval. Class Counsel does not request payment for time recorded after May 27, 2026.[1]

14. As such, Class Counsel is not asking for a multiplier. In fact, the fee requested is a

[1] To date our firm has incurred another 3-4 hours of work since May 27, 2026.

fraction of the lodestar. Paragraph 3.2.2 of the Agreement limits attorneys' fees and costs together to $300,000.00. After deducting costs of $47,122.19, the fees requested are $252,877.81, which is 0.68 of the lodestar through May 27, 2026.

15. It is our firm's practice to keep contemporaneous billing records. A true and correct copy of our firm's redacted billing report indicating the total time spent and the amount spent per activity was attached to my previously filed Declaration in Support of Final Approval as Exhibit "7." The report is redacted as we keep very detailed descriptions that would reveal attorney work product and attorney-client communications were the descriptions not redacted. If the Court wishes to review the unredacted entries, my firm will lodge them for in camera review.

16. The amount of time spent on this case (over 467.9 hours), which culminated in a very favorable proposed Settlement for the Settlement Class Members, is reasonable given the complexity and novelty of the issues involved, the vigorous defense, the length and intensity of the litigation, and the exceptional results obtained.

17. Class Counsel litigated this action with great efficiency in light of the amount of work required to achieve the Settlement.

18. The requested hourly rates in this case range from $400.00 per hour (Mr. Penner) to $1,250.00 per hour (Mr. Kingsley).

19. Class Counsel's hourly rates are fully supported by their experience and reputation in handling complex employment litigation, including wage and hour class actions.

20. In light of the impending increase of experienced lawyers in specialized practice, I believe that the hourly rates charged by my firm are fair and reasonable and are comparable to or less than those charged by my colleagues in California and the national market for prosecuting or defending class actions.

21. My office billed for the following seven attorneys for work performed on this case: Eric Kingsley, Jessica Adlouni, Jessi Bulaon, Ari J. Stiller, Shannen Garrett, David Penner, and me.

22. Mr. Kingsley is a 30-year attorney with expertise in wage and hour class action

lawsuits. He has litigated several hundred such cases, including at the appellate level at the U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of Appeal. He is also a prolific speaker at various seminars on employment law and has contributed to legal publications on employment topics.

23. I am a partner at KINGSLEY SZAMET EMPLOYMENT LAWYERS. I received my Bachelor of Arts degree, *cum laude*, from the University of California San Diego and received my law degree from UCLA School of Law in 2008, where I was active in the Women's Law Journal and community-based legal clinics. I have been practicing since 2008 and am billed at $940 per hour.

24. Ari J. Stiller, a former senior associate at KINGSLEY SZAMET EMPLOYMENT LAWYERS, had a billing rate of $725 per hour. Mr. Stiller is a 13-year attorney whose practice focuses on employment litigation, including wage and hour class actions, discrimination, harassment, and wrongful termination claims. Mr. Stiller graduated Phi Beta Kappa with a B.A. from Colorado College in 2006 and received his J.D. from University of Colorado School of Law in 2013, where he was an associate editor of the law review and president of his class. Mr. Stiller formerly practiced on the motions and appeals team at a prominent Los Angeles law firm and served as a judicial fellow to Judge Paul Watford in the U.S. Court of Appeals for the Ninth Circuit. Mr. Stiller is a certified appellate specialist and he left the firm in 2025.

25. Jessica Adlouni is an Associate Attorney. She is billed at $690 per hour. Ms. Adlouni obtained her Bachelor of Arts from UCLA and her juris doctor from UCLA School of Law in May 2019.

26. Jessi Bulaon is an Associate Attorney. Ms. Bulaon is a graduate of UCLA where she obtained her Bachelor of Arts in Sociology. In 2021, she earned her J.D. from Southwestern Law School, where she was a member on the Law Review and the Dean's List. While at Southwestern, she was awarded the Exceptional Achievement Award in Employment Law Survey course and Witkin Award in her Labor Law course. Ms. Bulaon also clerked at a plaintiff-side employment law firm for 1.5 years until she was admitted to practice in December of 2021. She is

billed at $570 per hour.

27. Shannen T. Garrett is a former Associate Attorney. Ms. Garrett earned her J.D. from Loyola Law School and was admitted to practice in October 16, 2017. She was billed at $475 per hour.

28. David Penner is a former associate of KINGSLEY SZAMET EMPLOYMENT LAWYERS. He graduated with a Bachelor of Arts in History and American Culture from the University of Michigan, Ann Arbor in 2014 and received his law degree from University of California, Irvine School of Law in December 2018. He had a billing rate of $400 per hour.

29. An article in the Wall Street Journal on February 9, 2016 titled *Legal Hours Cross New Mark: $1,500 an Hour* states that "a review of filings over the past three months in about two dozen bankruptcy cases shows that senior partners routinely charge between $1,200 and $1,300 an hour, with top rates at several large law firms exceeding $1,400." The article also explains that "despite low inflation and weak demand for legal services, rates at large corporate law firms have risen by 3% to 4% a year since the economic downturn." Finally, the article notes that "the average highest rate paid for law-firm partners was $875 an hour in 2015." This article is attached to my previously filed Declaration in Support of Final Approval as Exhibit "3."

30. Class Counsel's charged rates are commensurate with the prevailing market rates in Contra Costa County for attorneys of comparable experience and skill handling complex litigation.

31. Class Counsel's rates in calculating the lodestar are the same rates charged to non-contingent hourly clients and thus necessarily reflect the current market value of counsel's legal services. These rates are applied to all hours, including work performed in 2020 through 2025, to account in part for delay in payment. For the former attorneys, Mr. Stiller, Ms. Garrett and Mr. Penner, the rates used are their last billed rates at the time of departure.

32. Class Counsel made all reasonable attempts to avoid duplication of assignments and to assign tasks to timekeepers at the appropriate billing rates.

33. In 2025, the Santa Clara County Superior Court (Hon. Theodore C. Zayner) granted

an unopposed fee award to Class Counsel in Espinoza v. Warehouse Demo Services, Inc., Case No. 17CV310844, following the hearing on March 5, 2025. The application was supported by my firm's lodestar at hourly rates of $1,210.00 for Mr. Kingsley, $880.00 for me, $750.00 for Mr. Stiller, $550.00 for Ms. Adlouni, and $495.00 for Ms. Bulaon.

34. KINGSLEY SZAMET EMPLOYMENT LAWYERS's attorneys' fees in the present case are broken down as follows through May 27, 2026:

ATTORNEY	**HOURS**	**HOURLY RATE**	**TOTALS**
Eric B. Kingsley	25.7	$1,250.00	$32,125.00
Kelsey M. Szamet	185.4	$940.00	$174,276.00
Jessi Bulaon	93.80	$570.00	$53,466.00
Jessica Adlouni	34.9	$690.00	$24,081.00
Ari Stiller	106.40	$725.00	$77,140.00
David Penner	15.4	$400.00	$6,160.00
Shannen Garrett	6.3	$475.00	$2,992.50
KINGSLEY TOTAL ATTORNEYS' FEES	**467.90**		**$370,240.50[2]**

35. KINGSLEY SZAMET EMPLOYMENT LAWYERS has spent significant time extensively investigating, researching, and litigating this matter. 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

[2]The Total Attorneys' Fees above are through May 27, 2026. Class Counsel does not seek payment for time recorded after that date (see Paragraph 132).

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.

36. 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. 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. Class Counsel took care to avoid duplication and to assign tasks at the appropriate rate. 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.

37. Based on the aggregate lodestar, Class Counsel is not requesting a multiplier.

38. I believe the request for attorneys' fees in the amount of $252,877.81, together with litigation costs of $47,122.19 (a total of $300,000.00), is fair and reasonable given the complexity and novelty of the issues involved, the vigorous defense, and the exceptional results obtained. As explained above, Class Counsel's diligent litigation efforts and experience led to an outstanding settlement.

39. This case dealt with difficult legal and factual questions. Significantly, the risk attendant to the underlying claims in this matter was great considering Defendant's defenses. As discussed in detail in the extensive risk analysis section in Plaintiff's Motion for Preliminary Approval of Settlement and Plaintiff's Motion for Final Approval of Class Action Settlement, were this case to proceed, Defendant would have a strong incentive to litigate tenaciously. There are genuine issues in dispute.

40. Class Counsel are skilled wage and hour practitioners with decades of experience who diligently prepared and litigated this matter as discussed.

41. To achieve the ultimate result in this case, Class Counsel had to incur substantial risk and expense and were precluded from taking other fee generating employment for over 467.9

hours of attorney time.

42. This matter had been handled purely on a contingency fee basis and Class Counsel have advanced many thousands of dollars in costs while deferring all payment of fees, with no guarantee that any of the fees incurred or costs advanced would ever be recovered, and diverting significant firm resources to prosecution of this matter. The total costs advanced are $47,122.19, as reflected in the ledger attached as Exhibit "5" to my previously filed Declaration in Support of Final Approval, and my firm has paid all of them.

43. Class Counsel believe this is an exceptional result that has been well received by Settlement Class Members.

44. I understand that the Court directed that 5% of any attorneys' fee award be withheld by the settlement administrator pending satisfactory compliance, and that Class Counsel file a compliance statement one week before the compliance hearing. Class Counsel will do so.

PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY

45. As indicated on the Proof of Service, Plaintiff's accompanying Supplemental Motion for Final Approval of Attorneys' Fees and Costs ("Motion") and this Declaration were uploaded to the Labor and Workforce Development Agency's ("LWDA") website on the date the Motion was filed. Proof of submission of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming receipt is attached hereto as Exhibit "1."

EXHIBITS

46. Attached hereto as Exhibit "1" is a true and correct copy of the proof of submission to the LWDA as referenced in paragraph 45 above.

47. Attached hereto as Exhibit "2" is a true and correct copy of defense counsel's written confirmation that Defendant will pay any awarded fees and costs, up to $300,000.00, in addition to the Gross Settlement Amount.

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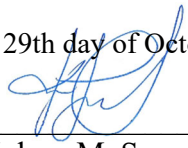
I declare under penalty of perjury under the laws of the state of California that foregoing is true and correct.

This declaration was executed this 29th day of October, 2026, in Pasadena, California.



Kelsey M. Szamet

(Proof of Submission to the LWDA)

EXHIBIT "1"

EXHIBIT "2"

From:	Laura Theriault
To:	Kelsey M. Szamet; Taylor Mitzner; Leslie Sanchez; James Veloff; Chris Retama
Cc:	Kimberly Madrid; Jessi Bulaon; Paul Marron; Sydney I. Baines; Nicole Ricotta; Jodey Lawrence; Service; "StarlightMarineServicesIncadvPriceMichaelAZ7862673@kingsleykingsley.filevineapp.com"
Subject:	RE: Weekly Report: Price v. Starlight Marine
Date:	Monday, October 26, 2026 7:07:16 PM
Attachments:	image002.png image003.png image004.png image005.png image006.png image009.png

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External Email!

Hi Kelsey,

Yes, we agree with all three of your points outlined below.

Thank You

Laura Theriault, Esq.

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From: Kelsey M. Szamet <Kelsey@kingsleylawyers.com>
Sent: Thursday, October 22, 2026 2:23 PM
To: Laura Theriault <ltheriault@marronlaw.com>; Taylor Mitzner <Taylor@phoenixclassaction.com>; Leslie Sanchez <Leslie@kingsleylawyers.com>; James Veloff <jveloff@marronlaw.com>; Chris Retama <CRetama@marronlaw.com>
Cc: Kimberly Madrid <Kimberly@kingsleylawyers.com>; Jessi Bulaon <Jessi@kingsleylawyers.com>; Paul Marron <PMarron@marronlaw.com>; Sydney I. Baines <Sydney@kingsleylawyers.com>; Nicole Ricotta <nicole@anticounilaw.com>; Jodey Lawrence <jodey@phoenixclassaction.com>; Service <service@kingsleylawyers.com>; 'StarlightMarineServicesIncadvPriceMichaelAZ7862673@kingsleykingsley.filevineapp.com'

<starlightmarineservicesincadvpricemichaelaz7862673@kingsleykingsley.filevineapp.com>
Subject: Re: Weekly Report: Price v. Starlight Marine

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Laura and Paul,

The Court has set the hearing on the fee motion for November 25, 2026, and we are filing a supplemental brief by October 29. So that the record is clear on how the fee payment works, please confirm by reply email, by Monday, October 26:

1. Defendant will pay any attorneys' fees and costs the Court awards, up to $300,000.00 in total, in addition to the $280,000 Gross Settlement Amount and employer-side payroll taxes that Defendant has already funded (Agreement ¶ 3.2.2).
2. Defendant will fund the awarded amount by depositing it with Phoenix within 14 days after entry of the order awarding it. Phoenix will then hold 5% of the fee award pending the Court's compliance finding, as the Court directed in its June 17, 2026 ruling.
3. Defendant does not oppose the request, and does not contend that any award reduces or is paid from the Gross Settlement Amount.

We would like to attach your reply to our declaration. If you would rather document this in a short stipulation, let me know and I will send a draft today.

Thank you,

Kelsey

KINGSLEY SZAMET
EMPLOYMENT LAWYERS

Kelsey M. Szamet
Partner

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[redacted]

(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: **SUPPLEMENTAL DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT and MOTION FOR 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*	Bruce N. Anticouni Nicole K. Ricotta bruce@anticounilaw.com nicole@anticounilaw.com **ANTICOUNI & ASSOCIATES** A Professional Corporation 201 N. Calle Cesar Chavez, Suite 105 Santa Barbara, CA 93103 *Attorneys for Plaintiffs and the 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.tfaforms.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 below 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