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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

CHRISTIAN MATTHEW MARTINEZ,
JOEL SUAREZ, and HUGO GAMEZ, as
aggrieved employees and on behalf of all
other aggrieved employees under the Labor
Code Private Attorney's General Act of
2004,

Plaintiffs,

v.

BUILDER SERVICES GROUP, INC., dba
TRUTEAM OF CALIFORNIA, a Florida
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CVRI2305906

*[Assigned to Hon. Harold Hopp, Dept 1, for all
purposes]*

**DECLARATION OF PETER J. CARLSON,
ESQ., IN SUPPORT OF MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

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26
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1 I, Peter J. Carlson, state and declare:

2 1. I am an attorney duly licensed to practice law in the State of California and am a
3 senior associate at Lauby, Mankin & Lauby LLP, attorneys of record for Plaintiffs. I am fully
4 familiar with the facts of this case and submit this declaration in support of Plaintiffs' motion to
5 approve the PAGA settlement. The matters set forth herein are based upon my personal
6 knowledge and, if called upon as a witness, I could and would give competent testimony with
7 respect to the matters contained herein.

8 **QUALIFICATION OF COUNSEL**

9 2. I graduated from the University of Oregon School of Law in May 2013 and have
10 been a member, in good standing, of the State Bar of California since January 2014. I am
11 licensed to practice before all courts of the State of California and am admitted to practice in the
12 United States District Court for the Central District of California and have litigated cases in
13 various courts and counties throughout California, including successful briefing and argument in
14 the Court of Appeal.

15 3. I began working at Fernandez & Lauby LLP (the predecessor of Lauby, Mankin
16 & Lauby LLP) in March 2016 and, since that time, my practice has consisted solely of
17 representing employees. The vast majority of my cases have been litigated as class actions,
18 representative PAGA actions, or a combination of the two.

19 4. I have been the handling attorney on over 185 class action and/or representative
20 PAGA actions. And, on these cases, myself and/or my firm have been appointed Class Counsel
21 on over half of these cases and have helped negotiate settlements totaling over \$130,000,000 for
22 my clients, the employees, and the State of California.

23 5. I was the handling attorney for the second largest PAGA-only settlement in
24 California's history – a \$12.5 million-dollar court approved settlement, which followed extensive
25 litigation, summary adjudication and writs to the CA Supreme Court against a Fortune 50
26 company (*Garcia v. Macy's*, San Bernardino Superior Court Case No. CIVDS1516007).

27 6. I have tried two major class and PAGA cases against Fortune 100 companies,
28 both of which were appealed. In 2018, I was the handling attorney on a PAGA-only case in

1 Orange County where my firm succeeded on a motion for summary adjudication and litigated
2 through trial to obtain a \$425,000 judgment for over 1,600 aggrieved employees. Also, in 2019,
3 I was the handling attorney for my firm on a class action against Walmart, where we obtained
4 class certification on behalf of over 5,000 employees. After extensive litigation, the matter went
5 to trial, and the jury returned a verdict of approximately \$6.1 million on the meal period claims.

6 7. Additionally, I have handled approximately 6 cases for which we received class
7 certification orders following contested certification motions concerning similar claims.

8 8. In 2022, 2023, and 2024, I was also selected as a Super Lawyers Rising Star.

9 **HOURS INCURRED**

10 9. I have spent 138.8 hours working on this action and have kept contemporaneous
11 records of these billable hours. This total includes significant pre-filing work, including legal
12 research regarding nuanced and issues unique to this matter. For instance, before filing and
13 continuing throughout the litigation, I spent substantial time researching, assessing, and
14 analyzing the claims alleged herein. Moreover, I conducted an exhaustive pre-filing state-wide
15 search of filings in state and federal court to determine if there were pending (or prior)
16 class/PAGA actions with claims that overlap those intended in this action. My hours incurred
17 also reflect the time spent drafting all relevant documents and memoranda in this case, including
18 drafting the letter to the LWDA to begin the exhaustion of administrative remedies, drafting the
19 PAGA complaint, and drafting various pleadings during litigation. Moreover, this total captures
20 the substantial time spent during preparation for mediation, including analysis of all necessary
21 documents, data, and information needed for mediation. Finally, this total also includes all time
22 spent attending mediation, preparing the settlement documents, reviewing revisions from defense
23 counsel, and then drafting and filing all approval documents.

24 **HOURLY RATE**

25 10. My billing rate is \$750 per hour, and this rate is usual and customary for class
26 action and/or PAGA practitioners with my level of expertise and experience.

27 11. This rate is consistent with Plaintiff and Defense attorneys who handle complex
28 class action litigation, if not somewhat lower. For example, my requested rate is reasonable,

1 consistent, and less than the rate found in the Laffey Matrix (www.laffeymatrix.com), which
2 indicates that the benchmark rate for an attorney that graduated law school in 2013 (the “11-19
3 Years Out of Law School” category) is \$878 per hour.

4 12. The reasonableness of my rate is also reinforced by facts showing that local
5 attorneys in Los Angeles engaged in complex litigation bill at rates far higher than me – and far
6 higher than the Laffey Matrix. Recent public filings confirm that the Los Angeles Department of
7 Water and Power is paying outside counsel at minimum rates of \$1,180 per hour for associates
8 with 7 years of experience or more, and LADWP even pays first year associates \$745 per hour.
9 See [https://www.latimes.com/california/story/2025-02-14/law-firm-1975-an-hour-defend-](https://www.latimes.com/california/story/2025-02-14/law-firm-1975-an-hour-defend-against-palisades-fire-lawsuits)
10 [against-palisades-fire-lawsuits](https://www.latimes.com/california/story/2025-02-14/law-firm-1975-an-hour-defend-against-palisades-fire-lawsuits) (last visited June 5, 2025). Considering these facts, my rate is
11 reasonable as an 11-year attorney, since my rate (\$750) is far less than the \$1,180 LADWP pays
12 to 7-year associates – and only \$5 more than what LADWP pays to first-year associates.

13 13. Additionally, the 2023 Wolters Kluwer Real Rate Report (the “Real Rate Report”)
14 confirms the reasonableness of my requested rate because it notes that for the Los Angeles area,
15 which is a logical and reasonable comparison to this geographical marketplace given the overlap
16 of counsel: (a) for associates generally, the upper quartile rate is \$880 per hour, and (b) for
17 associates with seven or more years of experience, the upper quartile rate is \$888 per hour.
18 Being that I have been in practice for over 11 years and helped collect more than \$130,000,000
19 on class/PAGA cases, I firmly believe that the Real Rate Report’s metrics (and the “upper
20 quartile” rate) are an accurate standard to measure the reasonableness of my requested rate.

21 14. I believe that the Real Rate Report is perhaps the best method to analyze my
22 requested rate because it is based on an enormous and statistically significant compilation of data
23 which is compiled to provide the hourly rates *actually* billed by partners and associates in
24 metropolitan areas (such as Los Angeles). Thus, unlike other analyses or methods to review the
25 reasonableness of hourly rates, the Real Rate Report is not based on self-reported numbers,
26 surveys, sampling, or reviews or other publications – instead, the Real Rate Report is based on
27 the actual hours and fees that law firms billed to clients. For this reason, the Real Rate Report is
28 “a much better reflection of true market rates than self-reported rates in all practice areas.”

1 *Brown v. CVS Pharmacy, Inc.* (C.D. Cal. Apr. 24, 2017) 2017 U.S. Dist. LEXIS 182309, at *21;
2 *see also PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1085 (holding that rates should
3 be premised upon precisely this form of independent, “objective” rate data that reflects “fair
4 market” rates actually billed to clients “in the community for similar work”).

5 **PLAINTIFF’S SEPARATE INDIVIDUAL SETTLEMENT**

6 15. Plaintiff Suarez is not seeking a service award as part of the PAGA Settlement.
7 Instead, after settling the PAGA claims, Plaintiff Suarez separately resolved his individual, non-
8 PAGA claims against Defendant. This is explicitly permitted by California law and this section
9 offers supporting case law and, further, provides the information required by CMO ¶ D(4) for
10 separate individual settlements.

11 16. At the outset, it should be noted that that the California Labor Code specifically
12 permits Plaintiff to resolve claims for individual damages, separate and distinct from a settlement
13 of PAGA claims. *See* Labor Code § 2699(g)(1) (“[n]othing in this part shall operate to limit an
14 employee’s right to pursue or recover other remedies available under state or federal law, either
15 separately or concurrently with an action taken under this part”). The rule permitting employees
16 to pursue separate individual claims while maintaining a PAGA claim aligns perfectly with the
17 general understanding that PAGA claims (which seek civil penalties on behalf of Aggrieved
18 Employees) are separate and distinct from individual claims for unpaid wages, statutory
19 penalties, and other individual claims. This principle was affirmed by the California Supreme
20 Court in *Iskanian*, where the Court held that “[t]he civil penalties recovered on behalf of the state
21 under the PAGA **are distinct** from the statutory damages to which employee may be entitled in
22 their individual capacities.” *Iskanian*, 59 Cal.4th at 381. And the California Supreme Court
23 recently expounded upon this position in *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175, 187
24 (when discussing the difference between statutory damages/penalties (for an individual) versus
25 civil penalties (under PAGA), the court clearly held that “[p]ursuing civil penalties does not
26 prevent an employee from separately or concurrently pursuing unpaid wages and other remedies
27 already available to her”).
28

17. CMO ¶ D(4)(a): Plaintiff alleged individual claims for the same underlying facts and violations as raised in the PAGA case, in addition to alleged wrongful termination claims. Thus, Plaintiff alleges that he was subjected to the same unpaid wage claims, same meal/rest break issues, and the same wage statement violations, along with the other claims detailed above.

18. CMO ¶ D(4)(b): Plaintiff alleges that the total amount of damages, lost wages, attorneys' fees and costs, penalties, interest, and other relief that he would be awarded if successful on all his individual claims is over \$80,000. Then, after considering risks, defenses, and the likelihood of prevailing, Plaintiff alleges that the total amount of damages, lost wages, attorneys' fees and costs, penalties, interest, or other relief that he could be reasonably expected to be awarded at trial is approximately \$50,000.

19. CMO ¶ D(4)(c) and (d): Pursuant to the terms of the separate individual settlement agreement, Plaintiff will receive \$15,000 in exchange for a release of all claims against Defendant, which includes a general release and Civil Code § 1542 waiver. Importantly, Plaintiff is not receiving a separate service award from the PAGA case, so this is the only sum he will receive apart from his individual share of the PAGA amount.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 7, 2025, at Riverside, California.

By: 
Peter J. Carlson, Esq.