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Attorneys for FRANCISCO ARROYO MORA, on behalf of himself,
all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE

FRANCISCO ARROYO MORA on behalf
of himself, all others similarly situated, and
on behalf of the general public,

Plaintiffs,

v.

STERLING PLUMBING, INC.; and DOES
1-100,

Defendants.

Case No. 30-2024-01371468-CU-OE-CXC

**DECLARATION OF PETER HORTON,
ESQ., IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL
OF CLASS AND PAGA ACTION
SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, SETTING OF FINAL APPROVAL
HEARING DATE**

1 I, PETER HORTON, declare as follows:

- 2 1. I am the managing litigation attorney at the law firm of Lawyers for Employee and
3 Consumer Rights and counsel of record for Plaintiff and the putative class in this matter. I
4 am duly admitted to practice before all the courts of the state of California. The following
5 facts are within my personal knowledge and, if called to testify, I could and would
6 competently testify thereto.
- 7 2. I have been practicing law in California since 2004.
- 8 3. My firm and I handle employment cases which involve violations of the California Labor
9 Code and Industrial Welfare Commission Wage Orders, such as wage and hour class
10 actions and cases alleging violations of the Private Attorneys General Act of 2004
11 (“PAGA”).
- 12 4. My firm has been granted class certification in both state and federal courts.
- 13 5. All services were performed by Plaintiff’s Counsel on a contingent basis with no guarantee
14 of any payment. Had the litigation continued, Defendant would undoubtedly have mounted
15 an aggressive defense. A defeat on the merits would have foreclosed the possibility of
16 recovering any remuneration for Plaintiff’s Counsel’s time and effort.
- 17 6. I am not aware of any related cases that involve the claims being released here.
- 18 7. Any attorneys’ fees awarded in this case will be split equally between my firm and Mara
19 Law Firm, PC. Plaintiff gave written approval for this agreement on October 19, 2023.
- 20 8. I believe that the settlement amount of \$239,300 – with an average settlement share amount
21 estimated at \$414.07 for the class claims and \$69.44 for the PAGA claims – is a reasonable
22 and fair settlement amount.

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

25 Dated: March 17, 2025

LAWYERS FOR EMPLOYEE AND CONSUMER RIGHTS

26
27 
28 Peter Horton, Esq.