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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

ARACELI HERRERA, individually, and on
behalf of other members other members of
the general public similarly situated;
BRITTANY TOWNS, LORETTA URBINA,
individually, and on behalf of other members
other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

BEHAVIORAL SYSTEMS SOUTHWEST,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 30-2022-01243365-CU-OE-CXC

Honorable David A. Hoffer
Department CX-103

CLASS ACTION

**DECLARATION OF TRAVIS J.
MAHER IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT AND
PROVISIONAL CERTIFICATION OF
CLASS**

Reservation: 74586782

Date: August 29, 2025
Time: 10:00 a.m.
Department: CX-103

Complaint Filed: January 28, 2022
FAC Filed: December 13, 2024
Trial Date: None Set

DECLARATION OF TRAVIS J. MAHER

I, Travis J. Maher, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Araceli Herrera and Loretta Urbina (“Plaintiffs Herrera and Urbina” or “Plaintiffs”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is the attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. The firm is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorney at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiffs Herrera and Urbina in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. I am a Member of Lawyers for Justice, PC. I received a Bachelor of Science degree from Tulane University in 2003, a Master of Science degree from the University of Minnesota in 2010, and a Juris Doctor degree from Loyola Law School - Los Angeles in 2018. I am admitted to practice in California (since 2019) and I am admitted to practice in all U.S. District

1 Courts in California. I have taken and defended dozens of depositions and successfully handled
2 motion practice in class action cases regarding discovery (including and not limited to, regarding
3 class contact information), class certification, arbitration agreements, coordination, and
4 intervention. I have handled briefing and oral argument on appeal and obtained a notable decision
5 regarding Private Attorneys General Act claims and employer efforts to compel arbitration of such
6 claims in *Nickson v. Shemran, Inc.* (2023) 90 Cal.App.5th 121.

7 **SUMMARY OF WORK PERFORMED AND SETTLEMENT TERMS**

8 1. On January 28, 2022, Plaintiff Araceli Herrera commenced a putative class action
9 lawsuit against Defendant Behavioral Systems Southwest, Inc. on behalf of all current and former
10 hourly-paid or non-exempt employees who worked for Defendant within the State of California at
11 any time since January 28, 2018. On September 27, 2022, Plaintiff Brittany Towns provided
12 written notice by certified mail (“PAGA Letter”) to the Labor Workforce Development Agency
13 and Defendant of the specific provisions of the California Labor Code that Plaintiff asserted
14 Defendant violated. On June 7, 2023, Plaintiff Brittany Towns commenced a putative class action
15 and Private Attorneys General Act (“PAGA”) lawsuit against Defendant Behavioral Systems
16 Southwest, Inc. on behalf of all current and former hourly-paid or non-exempt employees who
17 worked for Defendant within the State of California at any time since June 7, 2019. On September
18 15, 2023, Plaintiff Loretta Urbina provided written notice by certified mail (“PAGA Letter”) to
19 the Labor Workforce Development Agency and Defendant of the specific provisions of the
20 California Labor Code that Plaintiff asserted Defendant violated. On November 22, 2023, Plaintiff
21 Loretta Urbina commenced a representative Private Attorneys General Act (“PAGA”) lawsuit
22 against Defendant Behavioral Systems Southwest, Inc. on behalf of all current and former hourly-
23 paid or non-exempt employees who worked for Defendant within the State of California at any
24 time since November 21, 2022. On December 13, 2024, Plaintiff Araceli Herrera filed an amended
25 complaint to consolidate the claims from her case and the parties and claims asserted by Plaintiff
26 Loretta Urbina in her case *Loretta Urbina v. Behavioral Systems Southwest, Inc.*, filed in Orange
27 County Superior Court as Case No. 30-2023-01363041-CU-OE-CXC and Plaintiff Brittany
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1 Towns in her case *Brittany Towns v. Behavioral Systems Southwest, Inc.*, filed in Los Angeles
2 Superior Court as Case No. 23STCV13079 by Otkupman Law Firm.

3 2. Before initiating the *Herrera* and *Urbina* Actions, Lawyers for Justice, PC
4 conducted extensive investigation and research into the facts and circumstances underlying the
5 pertinent factual and legal issues and applicable law. This required thorough discussions and
6 interviews between attorneys at our firm and Plaintiffs, and research into the various legal issues
7 involved in the case, namely, the current state of the law as it applied to class certification, off-
8 the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiffs' claims and
9 damages, and potential defenses. After conducting initial investigation, our firm determined that
10 Plaintiffs' claims were well-suited for class action treatment and representative adjudication owing
11 to what appeared to be a common course of conduct affecting a similarly situated group of
12 individuals employed by Defendant BEHAVIORAL SYSTEMS SOUTHWEST, INC.
13 ("Defendant") classified as non-exempt hourly employees, who were not properly compensated
14 for, *inter alia*, all hours worked, non-compliant meal and rest periods, and unreimbursed business
15 expenses.

16 3. Collectively, Class Counsel investigated the veracity, strength, and scope of the
17 claims, and worked on preparing the cases for class certification and trial, prior to reaching the
18 Settlement. This matter has involved extensive and ongoing investigations, research into legal and
19 factual issues, and formal and informal discovery. Class Counsel obtained information,
20 documents, and data in the course of litigation and in connection with mediation and settlement
21 negotiations. Class Counsel reviewed and analyzed a volume of information, documents, and data
22 obtained from Plaintiffs Herrera and Urbina, Defendant, and other sources, researched applicable
23 law, and undertook analyses and calculations of the value of claims, damages, and penalties
24 exposure. Class Counsel also met and conferred with Defendant's counsel on numerous
25 occasions, e.g., to discuss issues relating to the pleadings, case management, discovery and
26 production of information, documents, and data in the course of litigation and mediation and
27 settlement negotiations, and mediation and settlement negotiations. Other work that Class Counsel
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1 has performed includes, and is not limited to, defeating Defendant's Appeal of the Denial of
2 Defendant's Motion to Compel Arbitration; case strategy and analysis; drafting, reviewing, and
3 revising the pleadings; claims assessment and evaluation; and preparing for and attending
4 mediation and settlement negotiations.

5 4. Class Counsel analyzed class data and time and wage records to determine violations
6 rates and model potential recoveries for the Class, including, *inter alia*, for unpaid minimum,
7 regular, and overtime wages, failure to provide meal and rest breaks and associated premiums,
8 failure to timely pay wages during employment, failure to timely pay wage upon termination and
9 associated waiting time penalties, unreimbursed business expenses, and other California Labor
10 Code violations.

11 5. After conducting significant investigation of the facts and law during the prosecution
12 of the case, counsel for the parties engaged in mediation and extensive settlement negotiations to
13 try to resolve the case. These efforts included participating in mediation conducted by Todd A.
14 Smith, Esq., a well-regarded mediator who is experienced in mediating complex labor and
15 employment matters. During all settlement discussions, the parties conducted their negotiations
16 at arm's length in an adversarial position. In the course of mediation and settlement negotiations
17 the parties discussed and considered all aspects of the case, including the risks and delays of further
18 litigation, the risks to the parties of proceeding with class certification, and/or trial, the law relating
19 to class certification, off-the-clock theory, meal and rest periods, and wage-and-hour enforcement,
20 as well as the evidence produced and analyzed, and the possibility of appeals, among other things.
21 Arriving at a settlement that was acceptable to the parties was not easy. After conducting extensive
22 investigations and settlement negotiations, and with the aid of the mediator's evaluation, the
23 parties have agreed to resolve the cases given the legal issues relating to Plaintiffs' principal
24 claims, as well as the costs and risks to both sides that would attend further litigation, and the real
25 possibility of no recovery after years of litigation. Ultimately, the parties reached a resolution,
26 obviating the need to file a contested class certification motion.

1 6. Based on investigation and information discovered, Class Counsel believes that
2 there is sufficient evidence to support the allegations made in the lawsuit and that Plaintiffs' claims
3 are typical of the Class. Plaintiffs allege Defendant engaged in uniform unlawful practices and
4 procedures with respect to Plaintiffs and putative class members, including, *inter alia*, failure to
5 pay them regular, minimum, and overtime wages properly; failure to pay all compensation due to
6 them for all of the work they performed; failure to provide compliant meal periods, rest periods,
7 and associated premium pay; failure to pay timely wages during employment and upon
8 termination; failure to provide compliant wage statements; failure to maintain requisite payroll
9 records; and failure to reimburse necessary business expenses.

10 7. The effectiveness of Lawyers *for* Justice, PC in prosecuting this case has translated
11 into the recovery of monetary benefits for Plaintiffs and the Class, in the following respects:
12 (1) their recoveries over a reasonably short period of time as opposed to waiting additional years
13 for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with
14 other similar settlements of this type; and (3) significant savings in fees and costs which would
15 have increased significantly had the case progressed through trial, appeals, or both.

16 8. The Parties extensively evaluated the claims and defenses in this case and considered
17 and evaluated the risks and delays of further litigation, the risks to the parties of proceeding with
18 class certification, and the law relating to off-the-clock theory, meal and rest periods, wage and
19 hour enforcement, and the evidence obtained and analyzed to date. During all settlement
20 discussions, the parties conducted their negotiations at arm's length, in an adversarial position.

21 9. Arriving at a settlement acceptable to both Parties was not easy. Both sides felt
22 strongly and were passionate about their respective abilities to prevail on their claims and defenses.
23 After conducting investigations, formal and informal discovery, and participating in settlement
24 negotiations, the Parties were eventually able to reach agreement that this case is well-suited for
25 settlement, given the legal issues claims, defenses, legal landscape, and costs and risks of
26 continued litigation.

1 10. Class Counsel conducted formal and informal discovery, including reviewing a large
2 volume of data and documents obtained from Defendant, Plaintiffs, and other sources. Class
3 Counsel reviewed and analyzed documents and data, including, but not limited to, the employment
4 records of Plaintiffs; time and pay data; and Defendant's employment and operations policies,
5 practices, and procedures documents. Counsel for the Parties undertook significant investigation
6 and invested time reviewing and analyzing relevant documents and data to evaluate Plaintiffs'
7 claims, including, but not limited to, calculating the potential monetary recovery. Class Counsel
8 interviewed Plaintiffs to gather facts and to identify potential witnesses. Counsel for the Parties
9 also met and conferred, e.g., to discuss issues relating to the pleadings, motion practice, discovery,
10 and the production of documents and data. These efforts helped the Parties calculate and reach the
11 settlement in this matter. Class Counsel also engaged in case strategy and analysis; drafting,
12 reviewing, and revising the pleadings; and preparing for and attending court proceedings and
13 preparing for and engaging in mediation and settlement negotiations.

14 11. Counsel for the Parties have further invested time to research the applicable law,
15 which is evolving as it relates to class actions, wage-and-hour enforcement, Plaintiffs' claims,
16 Defendant's defenses, and discovered facts.

17 12. Based on investigation and information discovered, Class Counsel believe there is
18 sufficient evidence to support allegations that Defendant violated the Labor Code. While Class
19 Counsel believe the claims have merit and that Plaintiffs will prevail at trial and ultimately succeed
20 in this litigation, Plaintiffs and their Counsel also recognize Defendant's defenses, the costs of
21 further litigation, and the multiple risks to recovery. For example, although wage-and-hour actions
22 are amenable to resolution as to a group of employees, some courts have also found that, for
23 various reasons, the issues raised by Plaintiffs, including, and not limited to, the issues of off-the-
24 clock work, non-compliant meal periods, non-compliant rest periods, and unreimbursed business
25 expenses, raise individualized issues, are unmanageable, and, thus, not suitable for adjudication as
26 to a group of employees. Thus, without the settlement, Plaintiffs face the risk that this Court could
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determine that the claims require individualized inquiries that would render adjudication of the claims unmanageable or at odds with Defendant's right to due process.

13. Plaintiffs and their counsel also have considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail, Plaintiffs would have to obtain and maintain certification as to the class claims, prove violations of the California Labor Code and California Business and Professions Code, demonstrate and prove the extent of damages, and prevail on any appeals. Plaintiffs' core allegation is that Defendant has violated the California Labor Code by, *inter alia*, failing to pay all wages, failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during employment and upon termination of employment, failing to provide complete and accurate itemized wage statements, failing to keep and maintain complete and accurate payroll records, and failing to reimburse business expenses.

14. From the inception of this litigation, Defendant has indicated they would aggressively litigate this case and have contended they would ultimately succeed in the matter. Defendant maintained several defenses to Plaintiffs' allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendant has maintained, and continues to maintain, that they did not engage in a uniform policy and systematic scheme of wage abuse against their employees, and that they had legally compliant employment policies and practices throughout the time period at issue. Defendant has denied and continue to deny that they ever violated any provision of the California Labor Code or California Business and Professions Code. Defendant has further denied, and continues to deny, that the lawsuit is appropriate for class certification adjudication for any purpose other than the settlement.

15. Even if Defendant failed on their defenses, Plaintiffs would inevitably face other challenges in court. For example, Defendant challenged Plaintiffs' standing and denied that Plaintiffs' allegations would be certifiable on a class-wide basis. Aside from challenges relating to standing, Defendant likely would have sought bifurcation of discovery, trial, or both. Multiple courts have taken such an approach, for example, limiting discovery or trial of the issues to

1 Plaintiffs and/or Plaintiffs' specific customers projects/assignments, locations, or job roles.

2 16. The Parties reviewed documents and data regarding Plaintiffs' and the Class
3 Members' employment with Defendant to determine the potential value and strength of the class
4 claims. Counsel for the Parties invested time reviewing and analyzing the relevant documents and
5 data, and this information made it possible to calculate the potential value of the claims and risks
6 associated with further litigation. Accordingly, the Parties have conducted sufficient investigation
7 and review of information to be sufficiently apprised of the nature and extent of the claims asserted
8 in this case and to enable both sides to fully evaluate the settlement for its fairness, adequacy, and
9 reasonableness.

10 17. The Parties have also considered the settlement negotiations and the
11 recommendations of the mediator, Todd A. Smith, Esq. Under his guidance and having considered
12 her evaluations, the Parties agreed that this case is well-suited for settlement, given the legal issues
13 relating to the claims at issue, as well as the costs and risks of further litigation to both sides and
14 following the investigation and review of data and material relevant to the claims at issue. The
15 settlement takes into account the strengths and weaknesses of each side's position and the
16 uncertainty about class certification, trial, or both.

17 18. The Settlement accounts for the strengths and weaknesses of this matter and avoids
18 the inherent delay, costs, risks, and uncertainty associated with continued litigation (including and
19 not limited to, potential risks associated with Defendant's financial standing and its implications
20 on any potential judgment). The settlement is fair, reasonable, and adequate; and is in the best
21 interests of the Class.

22 19. Should the Court appoint my firm to serve as Class Counsel in this matter, Lawyers
23 *for* Justice, PC will continue to vigorously pursue the claims and lawsuit on behalf of the Class
24 and the Aggrieved Employees with the same enthusiasm, commitment, and diligence we have
25 devoted to this case to date. We will also continue to put into this case whatever additional time
26 and costs it will take to see the settlement all the way through.

27 20. Lawyers *for* Justice, PC submits that the Settlement is fair, reasonable, and adequate,
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1 and is in the best interests of Plaintiffs, the Class, Aggrieved Employees, and the State of
2 California. Lawyers for Justice, PC further submits that the Settlement is within an acceptable
3 range of recovery for this type of litigation given the strengths and weaknesses of the case, the
4 inherent costs and risks of further litigation, and the costs and risks associated with class
5 certification, representative adjudication, trial, and/or appeals.

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

8 Executed on this 13th day of June 2025, at Glendale, California.

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Travis J. Maher