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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 of the general public
similarly situated; BRITTANY TOWNS,
LORETTA URBINA, individually, and on
behalf of 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

**DECLARATION OF PLAINTIFF
BRITTANY TOWNS IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT AND
PROVISIONAL CERTIFICATION OF
CLASS**

Reservation: 74586782

1 I, BRITTANY TOWNS, declare as follows:

2 1. I am a named representative in this case. I submit this declaration in support of
3 Plaintiffs' Motion for Preliminary Approval of Class and Representative Action Settlement. I make
4 this statement of my own personal knowledge, and if called to testify, I could and would testify
5 competently to the facts below.

6 2. I was employed by Behavioral Systems Southwest, Inc. ("BSS"), as an hourly paid
7 non-exempt employee.

8 3. During my time working for BSS, I believe that I was not paid all wages, including
9 all minimum and overtime wages owed to me. I also believe that I was denied uninterrupted meal
and rest breaks.

10 4. During the time that I was employed at BSS, I followed the same timekeeping,
11 scheduling and payroll policies and practices as the other hourly employees I observed and
12 interacted with.

13 5. At the beginning of this case, my attorneys made me aware of the general obligations
14 of serving a class representative Plaintiff in this case. Because of the wage and hour violations that
15 I experienced during my employment with BSS, I agreed to serve as a class representative Plaintiff
16 and pursue my case as a class and representative action on behalf of the State of California and
similarly situated employees of BSS.

17 6. By deciding to serve as a Named Plaintiff in this case, I agreed to pursue not only
18 my own wage and hour claims, but the claims of all similarly situated employees of BSS, and, if
19 necessary, to put the interest of all similarly situated employees ahead of my own. I have no interests
20 that are antagonistic to my coworkers with respect to the claims alleged in this case. I pledged to
21 actively participate in the lawsuit and to assume the risks of serving as a Named Plaintiff in a class
22 action. My attorney also explained the risks associated with litigation, and that the case could take
23 years to resolve, and therefore required a long-term commitment on my part. I also understood that
24 I was potentially responsible for paying BSS's attorney's fees and costs. However, I accepted these
risks, and I wanted my attorneys to sue BSS.

25 7. During this litigation, I have spent a significant amount of time working with my
26 attorneys and participating in this lawsuit as follows:

27 a. I regularly conferenced with my attorneys, before and after the filing of the
28 lawsuit, to discuss the status of the case, to offer my input on BSS's practices and policies,

1 to provide names of witnesses, to assist in gathering evidence and documents that supported
2 the class claims, to review policy documents and payroll records from BSS, and to discuss
3 settlement options; and

4 b. I also spent significant time helping my attorneys prepare for mediation and
5 answering questions about how BSS's policies and practices impacted me and my
6 coworkers. I made myself available during the entirety of the all-day mediation, approved
7 the tentative settlement, and reviewed and approved the final settlement agreement. I
8 regularly spoke with my attorneys to make sure I was fully informed of the facts and
9 settlement negotiations.

10 8. Overall, I estimate that I have devoted 45-50 hours of my time to this case. This was
11 not an easy thing to do as I have my own job and responsibilities.

12 9. By agreeing to bring this class and representative action, I accepted the
13 responsibilities of representing the interests of the State of California as well as all similarly situated
14 employees and willingly chose to assume risks and potential costs associated with the case. I did,
15 and still do, have a fear that future employers may not hire me should they find out that I served as
16 a class representative Plaintiff in a wage and hour lawsuit. However, this is another risk I am willing
17 to take in order to further the interests of the case.

18 10. I am aware that BSS denies the allegations in this lawsuit and that there has been no
19 determination that BSS is actually liable for any of these alleged violations. I also understand that
20 there are many risks and uncertainties involved in continuing to pursue this case. I have been
21 advised of the terms of the proposed settlement of this case, and in light of the risks and uncertainties
22 in proceeding with the case, I believe the proposed settlement is fair and reasonable and in the best
23 interests of the class members.

24 11. I have requested a service award for my services as a Named Plaintiff in the amount
25 of Twelve Thousand Five Hundred Dollars (\$12,500.00). I believe that my request for this service
26 award is fair and reasonable in light of the amount of work I put into this case to ensure a good result
27 as well as the risks (as mentioned above) I took in serving as a Named Plaintiff.

28 I declare under penalty of perjury that the foregoing is true and correct under the laws of the
State of California. Executed on 06 / 13 / 2025 in the City of Pasadena,
State of California.



BRITTANY TOWNS