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Attorneys for Plaintiff, on a Representative Basis and on behalf of the Punitive Class

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

ELIZABETH MORENO, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

J.J. KANE ASSOCIATES, INC., a New
Jersey Corporation; and DOES 1 through 10,
inclusive;

Defendants.

Case No.: CVRI2101236
*[Assigned to Hon. Judge Craig Riemer, Dept
1, for all purposes]*

**DECLARATION OF PLAINTIFF
ELIZABETH MORENO IN SUPPORT
OF CLASS ACTION SETTLEMENT**

Complaint filed: 3/9/2021

I, Elizabeth Moreno, state and declare:

1. I am a Plaintiff in the above captioned action and have personal knowledge of all
matters stated herein and could competently testify thereto.

2. I make this declaration in support of the motion for final approval of the class
action settlement reached in this matter. As discussed herein, I believe that the settlement is fair
and reasonable and constitutes a fair resolution of the claims alleged.

3. While employed by JJ Kane Associates, Inc., I believed that there were several
issues with how the company treated its employees. For that reason, once my employment

1 ended, I began researching California law and believed that JJ Kane Associates, Inc. was not
2 treating its employees fairly. However, even though I believed that the company was violating
3 California law, I was unsure if I wanted to bring a lawsuit because of the risk of stepping forward
4 as a whistle blower, since this could jeopardize my livelihood in the industry and make it
5 difficult to find future jobs. Nevertheless, because I did not think that myself or the other
6 employees were being treated fairly, I retained Lauby, Mankin & Lauby LLP to move forward
7 with a case.

8 4. After retaining my attorneys, I understood that I had two options: I could pursue
9 my individual case and attempt to maximize my personal recovery, or I could bring a
10 class/representative action and put the interests of the class ahead of my own. The decision of
11 whether to bring my individual claims separately or to bring a class action put me in a tough
12 spot, because on the one hand, I wanted to hold the company accountable for how they treated
13 me and, on the other hand, I wanted to help other employees that were not paid correctly. And I
14 knew that, if I wanted to bring a class action, I would need to put the interests of the class first to
15 better serve the class. In the end, in the interest of helping all employees that were subjected to
16 the wage violations, I decided to help everyone by bringing a class/representative action.

17 5. Since first initiating this action, I estimate that I have spent 30 to 40 hours
18 engaged in activities to benefit the class. I have assisted my attorneys in numerous ways,
19 including helping to explain and discuss the company's practices and their general practices and
20 procedures, locating and analyzing company documents. These efforts occurred through
21 numerous telephonic meetings with Class Counsel, and emails, and text communications. I also
22 assisted in preparation for mediation and helped obtain a positive result for the class.

23 6. I respectfully request that the Court approve the agreed-upon service award. I
24 agreed to set aside my personal interests and to put the interests of the class ahead or on par with
25 my own. In doing so, and by successfully bringing this case as a class action, I helped to obtain
26 a highly beneficial settlement for the class members.

27 7. I also believe that the requested service award is fair and reasonable given that I
28 have faced substantial risks and made numerous sacrifices to obtain this class action settlement.

1 8. For example, filing this lawsuit and being a whistle blower was stressful on a day-
2 to-day basis as I have constantly worried about the risks that accompany such lawsuits.

3 9. Additionally, even though I agreed to file this lawsuit against J.J. Kane
4 Associates, I was very concerned that doing so could impact my future employment.

5 10. In sum, I was subjected to serious consequences and suffered a great deal of stress
6 and anxiety simply because I brought this class action seeking to enforce California law.

7 11. For these reasons, and in light of the time I spent on this case and the highly
8 beneficial settlement obtained, I respectfully submit that the \$5,000 service award is justified,
9 and I request that the Court approve it in full.

10 12. After the class settlement was finalized, the parties agreed to negotiate my
11 outstanding individual claims.

12 13. In addition to the wage and hour claims that I intended to file when initially
13 contemplating this lawsuit, I also had individual claims for disability discrimination arising from
14 my furlough during COVID and ultimate termination that I believe occurred as a result of a
15 blood disorder that I disclosed to my employer.

16 14. The value of my individual claims if I were entirely successful at trial is estimated
17 as approximately one year of unpaid wages at \$37,000, plus civil penalties and emotional distress
18 damages at approximately \$25,000. Therefore, I estimate that my total potential recovery if I
19 were to win at trial would be approximately **\$62,000**. Additionally, I would expect to be
20 awarded attorneys fees estimated to be \$65,000 through trial (estimated 100 hours of work
21 multiplied by \$650 per hour).

22 15. Taking into consideration all potential risks of taking the individual claims to trial
23 and defenses set forth by Defendant, my attorneys and I placed an approximately 70% risk
24 adjusted damages value on my individual claims and agreed to a \$20,000 individual settlement
25 including attorney's fees (attorney's fees were reduced to 1/3 of the individual recovery).

26 16. The individual settlement will be paid in cash with twelve thousand three
27 hundred and thirty-three dollars and thirty-three cents (\$12,333.33) payable to me, six thousand
28 sixty-six dollars and sixty-seven cents (\$6,66.67) payable to my attorneys for their fees, and one

1 thousand dollars (\$1,000) payable to Lauby, Mankin & Lauby to cover mediation costs.

2 17. I am not the named class representative in any other case, pending or closed.

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

5 Executed on 08/15/2022, at Moreno Valley (city), California.

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7 By: Elizabeth Moreno (Aug 15, 2022 12:40 PDT)
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Moreno vs. JJ Kane

Final Audit Report

2022-08-15

Created:	2022-08-13
By:	Tracie Chiarito (tracie@lmlfirm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAY5gooFOOKplqAgu2WwTIKYByT8sxDkrS

"Moreno vs. JJ Kane" History

-  Document created by Tracie Chiarito (tracie@lmlfirm.com)
2022-08-13 - 7:56:04 PM GMT
-  Document emailed to elimoreno2012@gmail.com for signature
2022-08-13 - 7:56:45 PM GMT
-  Email viewed by elimoreno2012@gmail.com
2022-08-13 - 10:40:09 PM GMT
-  Signer elimoreno2012@gmail.com entered name at signing as Elizabeth Moreno
2022-08-15 - 7:40:38 PM GMT
-  Document e-signed by Elizabeth Moreno (elimoreno2012@gmail.com)
Signature Date: 2022-08-15 - 7:40:40 PM GMT - Time Source: server
-  Agreement completed.
2022-08-15 - 7:40:40 PM GMT