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Attorneys for Plaintiff
ALEXA ROS COLEMAN

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

ALEXA ROS COLEMAN, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

LL FLOORING, INC., a Delaware corporation;
and DOES 1 through 100, inclusive,

Defendant.

Case No. BCV-23-103493

[*Assigned to Hon. David Zulfa, Division J*]

**DECLARATION OF ALEXA ROS
COLEMAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
SETTLEMENT APPROVAL OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT AND REASONABLE ATTORNEYS'
FEES, COSTS, AND ENHANCEMENT
AWARD**

Date: March 18, 2024

Time: 8:30 a.m.

Div.: J, 1215 Truxton Ave,
Bakersfield, CA 93301

Complaint Filed: October 18, 2023

Trial Date: None Set

DECLARATION OF ALEXA ROS COLEMAN IN SUPPORT OF PLAINTIFF'S MOTION FOR SETTLEMENT
APPROVAL OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT AND REASONABLE
ATTORNEYS' FEES, COSTS, AND ENHANCEMENT AWARD

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ALEXA ROS COLEMAN

1 I, ALEXA ROS COLEMAN, declare as follows:

2 1. I am an individual over the age of 18 and the named plaintiff in this matter. This
3 declaration is submitted in support of approval of the proposed Private Attorneys General Act
4 (“PAGA”) settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated
5 in this declaration and could testify competently to them if called upon to do so.

6 2. LL Flooring, Inc. (“LL Flooring” or “Defendant”) does business by being a premium
7 flooring retailer.

8 3. I was employed by LL Flooring as a non-exempt employee from approximately January
9 3, 2023 until approximately April 29, 2023. While working for LL Flooring, I was subject to its wage
10 and hour practices.

11 4. I do not believe I was paid for all of my time worked. Specifically, LL Flooring required
12 its non-exempt employees to complete pre-opening tasks, including without limitation, unlocking the
13 doors, disarming the alarm and booting up computers in order to clock in for the start of the shifts.
14 Additionally, at the end of a shift, LL Flooring required non-exempt employees to complete post-
15 closing tasks, including without limitation, turning off the computer, arming the alarm, throwing away
16 the garbage, and locking the doors. I estimate that it took about 10 minutes per shift to complete the
17 pre-opening and post-closing tasks. LL Flooring failed to compensate me and its non-exempt
18 employees for these pre-opening and post-closing tasks.

19 5. Further, I believe that LL Flooring miscalculated the regular rate for purposes of paying
20 me overtime compensation. Specifically, LL Flooring provides bonuses and other various types of
21 health and other related benefits to its non-exempt employees and makes employer-sponsored
22 contributions to same. All of these benefits were and are assignable by the employees. Because I and
23 the other hourly, non-exempt employees were permitted under the relevant benefit plans to assign their
24 employer-sponsored benefits, such contributions should have been included in the regular rate of pay
25 for purposes of calculating overtime for the employees. My bonuses should also have been included in
26 the calculation. Despite LL Flooring’s payment of these items to me and other hourly, non-exempt
27 employees, its policies and/or procedures failed to include all forms of pay when calculating the regular
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1 rate of pay, thereby causing me and other hourly, non-exempt employees to be underpaid all of their
2 required overtime wages.

3 6. As for meal periods, as a result of the work demands imposed by LL Flooring and
4 understaffing, LL Flooring often provided me meal periods that were either late or short or failed to
5 provide compliant meal periods altogether. Although LL Flooring sometimes paid meal period
6 premiums for these short, late or missed meal periods, the premiums were paid at the base hourly rate
7 rather than at the regular rate of pay.

8 7. As for rest periods, due to the work demands imposed by LL Flooring, it did not
9 authorize and permit any rest periods on shifts in excess of 3.5 hours.

10 8. LL Flooring also failed to compensate me and the non-exempt employees for use of
11 their sick leave pay pursuant to the correct rate mandated by law. Specifically, LL Flooring failed to
12 include all items of pay not properly excluded when determining the rate of sick leave pay. This
13 resulted in an underpayment of sick pay wages. Further, LL Flooring failed to provide an additional 24
14 hours of paid sick leave to aggrieved employees.

15 9. As a result of the above-mentioned violations, I also do not believe I received accurate
16 and complete wage statements. I also do not believe I received all of my wages owed at the time of
17 my separation of employment with LL Flooring.

18 10. I retained the Law Offices of Raphael A. Katri, Haines Law Group, APC and Lidman
19 Law, APC to represent me in my wage claims against LL Flooring.

20 11. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
21 my former co-workers and current employees of LL Flooring by helping them recover their unpaid
22 penalties. As the named Plaintiff I knew that I would be taking on certain risks that the other employees
23 wouldn't have to bear. I knew that there was a risk that I could be liable for LL Flooring's costs if we
24 lost the case. I accepted these risks because I wanted LL Flooring to compensate its former employees
25 and to fix its pay practices. Even though I understood that joining a lawsuit is a public record and
26 could stigmatize me and may affect my future employability because employers do not like to hire
27 employees who have filed lawsuits against their prior employers, I accepted that burden for the benefit
28

1 of other employees of LL Flooring. Indeed, if I had not sought legal representation to enforce
2 California's labor laws, I do not believe my former co-workers of LL Flooring and California's Labor
3 and Workforce Development Agency ("LWDA"), which I understand receives a portion of the
4 proposed settlement, would receive any of these funds. Without counsel and my assistance, I do not
5 believe we would have gotten the proposed settlement.

6 12. After the lawsuit was filed, I continued to work closely with my lawyers. I helped with
7 the initial investigation of the case and preparing for mediation. I worked with my lawyers to prepare
8 for the mediation and was available that day for any questions that arose. I spent time discussing the
9 proposed settlement with my attorneys. I wanted to understand everything before I signed it. I believed
10 I represented the aggrieved employees and the LWDA to the best of my ability and put the interests of
11 the aggrieved employees ahead of my own. I estimate that I have spent 15-20 hours on this case.

12 13. I understand that my attorneys will request that the Court award me an enhancement
13 award of \$7,500.00 for my service and efforts on the case. This proposed \$7,500.00 enhancement
14 award is not contingent upon me supporting the proposed Settlement.

15 I declare under penalty of perjury under the laws of the State of California that the foregoing is
16 true and correct. Executed on 01/22/2024, at North Highlands, California.

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18 
19 Alexa Ros Coleman (Jan 22, 2024 12:31 CST)
20 ALEXA ROS COLEMAN