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Attorneys for Plaintiffs and the Putative Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

STEVE CORDOVA and HUYEN PHUONG LE,
on behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

NORMAN INDUSTRIAL MATERIALS, INC., a
California Corporation; and DOES 1-50, inclusive.

Defendants.

Case No.: 23STCV17785
Related to Case No.: 23STCV19388

Assigned to Hon. Kenneth R. Freeman

CLASS ACTION

**DECLARATION OF STEVE CORDOVA
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Information:

Date: May 13, 2025
Time: 10:00 a.m.
Dept.: SSC-14

DECLARATION OF STEVE CORDOVA

I, Steve Cordova, hereby declare:

1. The facts set forth herein are true to my own personal knowledge, and if called upon to testify thereto, I could and would competently do so under oath.

2. I am one of the named Plaintiffs in this action. I submit this Declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

3. On or around July 27, 2023, a Class Action Complaint titled *Cordova, et al. v. Norman Industries Materials, Inc.*, Case No. 23STCV17785, was filed in the Superior Court of California, County of Los Angeles, on behalf of myself and all other similarly situated current and former non-exempt hourly employees in California.

4. Subsequently, another plaintiff, Huyen Phuong, filed a separate class action alleging similar claims. The two actions were deemed related and have since been consolidated for settlement approval purposes.

5. I was employed by Defendant Norman Industrial Materials, Inc. ("Defendant") as a nonexempt hourly employee from late 2021 until my separation from employment on or about April 27, 2023. I, along with other employees (including, but not limited to, machine operators, welders, general laborers, warehouse associates, technicians, forklift drivers, and other non-exempt personnel), was subject to the same policies and practices that affected similarly situated employees of Defendant in California during the relevant time period.

6. During my employment, I was not paid all minimum wages and overtime wages owed to me. I was not authorized or permitted to take all required rest periods and did not receive premiums for missed or non-compliant rest periods. Similarly, I was not provided with all compliant meal periods or premiums for non-compliant or missed meal periods. I also did not receive accurate, itemized wage statements. As a result, Defendant violated various provisions of the California Labor Code, including those related to waiting time penalties, unfair competition, and PAGA penalties.

7. I understand that, as a Class Representative, I have a duty to look out for and protect the interests of the putative class as a whole. I do not believe, nor do I have any reason to believe, that my interests in this lawsuit are in conflict or in any way antagonistic to the interests of my fellow

putative class members. Given the various defenses asserted by Defendant, I believe, along with my attorneys, that the settlement obtained is fair and reasonable to the putative class.

8. As the named Plaintiff, I actively participated throughout the litigation. I provided my attorneys with detailed information about Defendant's policies and practices, as well as my wage statements, payroll records, and personnel file. I contributed information for the PAGA Notice and the Complaints and participated in the preparation for and follow-up after mediation. I was in regular contact with my attorneys to discuss litigation and settlement strategy, and reviewed settlement and approval documents. My efforts were instrumental in advancing the case and securing favorable settlement terms for the class and aggrieved employees.

9. The general release I am providing includes claims beyond those released by the class, meaning I am giving up more rights than the average class member in order to resolve this case on their behalf.

10. I have not received and will not receive any benefits in connection with this action other than my portion of the general settlement and requested service award.

11. Based on the time, effort, and risk I undertook as a named Plaintiff, I respectfully request a service award in the amount of \$7,500, in addition to my individual share of the settlement. I understand that this award is meant to compensate me for the significant time and risk involved in representing the interests of the aggrieved employees, including publicly associating my name with this lawsuit and assuming potential personal exposure. I believe the amount requested is reasonable and warranted given my contributions.

12. In compliance with California Rule of Court 3.769(b) and the California Rules of Professional Conduct, I signed a Joint Prosecution Agreement that includes a fee-sharing arrangement between counsel. I understand that this agreement complies with the ethical requirements governing attorney conduct, including disclosure and client consent to any division of fees.

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1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct this 4/2/2025 at Riverside County, California.

DocuSigned by:

Steve Cordova

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Plaintiff, Steve Cordova