

AMENDMENT TO SETTLEMENT AGREEMENT (§ 998 OFFER AND ACCEPTANCE)

THIS AMENDMENT (“Amendment”) TO THE SETTLEMENT AGREEMENT, which heretofore consists of defendant Chemcore Industries, Inc.’s (sued as Chemcore Inc.) (“Chemcore” or the “Company”) Statutory Offer to Compromise Pursuant to California Code of Civil Procedure Section 988, dated October 18, 2024, that was duly accepted in writing by plaintiff Wendy Potter (“Potter”) on October 24, 2024, both of which are attached hereto as **Exhibit 1** (“Agreement” or “Settlement Agreement”), is entered into pursuant to the Order of Judge David A. Hoffer issued on or about May 17, 2025 (“Court Order”). Chemcore and Potter are each referred to herein as a “Party” or, collectively, the “Parties.”

RECITALS

WHEREAS, the Court Order requires the Parties to submit an amendment to the Settlement Agreement that addresses the matters herein;

WHEREAS, the Parties agree that the purpose and intent of this Amendment is to supplement and/or amend the Settlement Agreement consistent with the requirements of the Court Order;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the Parties that the Settlement Agreement is amended follows:

AGREEMENT

1. DEFINITIONS.

a. PAGA Period. The PAGA Period means the period from August 7, 2023, to August 7, 2024, which is the year before Potter filed her lawsuit against Chemcore in the Superior Court of California, County of Orange, Case No. 30-2024-01418250-CU-OE-CXC.

b. Aggrieved Employee(s). Aggrieved Employee means any sales representative classified as an independent contractor by Chemcore in California during the PAGA Period. Potter is the only Aggrieved Employee.

2. PAYMENT OF COURT-APPROVED PAGA SETTLEMENT AMOUNT. Under the Settlement Agreement, the Parties allocated, subject to Court approval, two thousand dollars (\$2,000) to the settlement of the PAGA Claim. The Parties acknowledge and agree that Chemcore will directly pay any amount that the Court approves to settle the PAGA Claim, whether it be \$2,000 or a different amount, within thirty (30) days of Court approval of the PAGA Settlement as follows: (i) 75% of said amount to California Labor Workforce Development Agency; and (ii) 25% to Potter (via her counsel Hardin Law Group, APC), the only Aggrieved Employee.

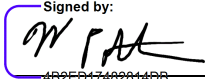
3. PAYMENT OF INDIVIDUAL SETTLEMENT AMOUNT. The Parties acknowledge and agree that Chemcore will directly pay the individual settlement amount of forty

thousand and one dollars (\$40,001.00) to Plaintiff (via her counsel Hardin Law Group, APC) within thirty (30) days of Court approval of the PAGA Settlement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as follows:

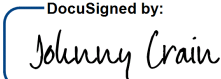
WENDY POTTER

Dated: 6/18/2025

By:  Signed by:
4B2ED17402814DB...
Wendy Potter

On Behalf of
CHEMCORE INC.

Dated: 6/18/2025

By:  DocuSigned by:
C1E2EED70C4B472...