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Attorneys for Plaintiff
WENDY POTTER

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

WENDY POTTER, in her individual and
representative capacity,

Plaintiff,

vs.

CHEMCORE INC., a Texas corporation; and
DOES 1-10, Inclusive,

Defendants.

Case No. 30-2024-01418250-CU-OE-CXC
Hon. Randall J. Sherman
Dept.: CX105

DECLARATION OF JAMES HARDIN, ESQ.
IN SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PAGA SETTLEMENT

[Memorandum of Points and Authorities filed
concurrently herewith]

Date: May 16, 2025
Time: 10:00 a.m.
Dept: CX105

RESERVATION # 74458020

Action Filed: August 7, 2024
Trial Date: Not Set

1 I, James B. Hardin, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the State of California. I am an attorney with
3 to Hardin Law Group, APC, legal counsel for Plaintiff. I have personal knowledge of the matters set
4 forth herein, and I could and would competently testify to them under oath if called as a witness.

5 2. I submit this declaration in support of the Motion for Approval of the PAGA Settlement
6 (“Motion”) recently reached in this action between plaintiff WENDY POTTER and defendant
7 Chemcore Inc. (“Chemcore” or “Defendant”). The purpose of this Declaration is to provide the Court
8 with additional information showing that Plaintiff’s counsel dutifully litigated this case and evaluated
9 the claims in good faith, and we reached a fair compromise and settlement with Chemcore that is in the
10 best interest of the parties represented by Plaintiff and her counsel. Counsel further had sufficient factual
11 and legal bases for reaching this Settlement in light of the potential outcomes of continued litigation.

12 3. The parties settled this matter by Plaintiff accepting Chemcore’s statutory settlement
13 offer. On October 18, 2024, Chemcore served a Statutory Offer to Compromise Pursuant to California
14 Code of Civil Procedure section 988 (“998 Offer”), a true and correct copy of which is attached hereto
15 as **Exhibit 1**. On October 24, 2024, Plaintiff served and filed her Notice of Acceptance of Statutory
16 Offer to Compromise Pursuant to California Code of Civil Procedure section 988 (“998 Acceptance” or
17 “Settlement Agreement”), a true and correct copy of which is attached hereto as **Exhibit 2**.

18 **PAGA ACTION AND SETTLEMENT**

19 4. Plaintiff worked as a salesperson for Chemcore from approximately 2012 until December
20 7, 2023. Chemcore paid Plaintiff twice per month during her work for the company. On February 23,
21 2024, Plaintiff initiated the PAGA procedures set forth in the Labor Code section 2699.3. Plaintiff gave
22 written notice to the California Labor and Workforce Development Agency via its electronic system
23 alleging certain California Labor Code violations by Chemcore (the “PAGA Letter”). Plaintiff sent the
24 letter on behalf of Plaintiff and other allegedly aggrieved employees. The \$75 filing fee has been paid.
25 Plaintiff also gave notice of the PAGA Notice to Defendants by certified mail postmarked on February
26 23, 2024. The LWDA case number is LWDA-CM-1012770-24.

27 5. The LWDA did not elect to proceed with an investigation, and Defendant did not cure
28 the alleged violations. Following the passage of 65 days without a response from the LWDA to

1 Plaintiff's written notice, Plaintiff commenced a putative representative action under PAGA for the
2 alleged violations of the Labor Code on behalf of herself, the State, and other allegedly aggrieved
3 employees. This action is now pending in Orange County Superior Court, Case No. 30-2024-01418250-
4 CU-OE-CXC (the "Action.").

5 6. After the Action was at issue, the Parties engaged in informal discovery regarding
6 Plaintiff's claims, through which Plaintiff learned Plaintiff was the only "aggrieved employee" for the
7 PAGA claim, and that Plaintiff had only approximately sixteen (16) pay periods of alleged wage and
8 hour violations for the PAGA claim.

9 7. Based on this information, the potential exposure for the PAGA penalties (without
10 "stacking" penalties) for said PAGA Members – Plaintiff only – was estimated at a total of \$1,600 (\$100
11 per pay period), or, if assuming an initial violation rate of \$100 and \$200 per pay period for fifteen (15)
12 subsequent violations, this would total a maximum of \$3,100. Plaintiff also asserted that the PAGA
13 Members are entitled to more than one penalty per pay period, which would create a potential additional
14 exposure for PAGA penalties. Conversely, Defendant contends that the higher, "subsequent" penalty
15 should not apply to the pay periods after the initial alleged violation as there has been no prior finding
16 of violations, and Defendant also contends that PAGA Members did not experience the violations
17 alleged by Plaintiff.

18 8. As noted above, on October 18, 2024, Defendant served a 998 Offer which contained the
19 following material terms:

20 Pursuant to California *Code of Civil Procedure* Section 998, Defendant
21 CHEMCORE INDUSTRIES, INC. erroneously sued as CHEMCORE INC.
22 ("Defendant"), in full settlement of Plaintiff WENDY POTTER's ("Plaintiff") claims in
the above-captioned action, hereby offers to pay Plaintiff the total sum of **Forty Two
Thousand and One Dollars and Zero Cents (\$42,001.00)** ("Total Sum"), which
includes all reasonable attorney fees and costs. This Total Sum is allocated as follows:

- 23 • **Forty Thousand and One Dollars and Zero Cents (\$40,001.00)** for
24 Plaintiff's individual claims (the first through eleventh causes of action); and
- 25 • **Two Thousand Dollars and Zero Cents (\$2,000.00)** for Plaintiff's twelfth
26 cause of action for violation of the Private Attorneys General Act of 2004
(the "PAGA Claim"), of which 75% shall be paid to the state, and 25% to the
aggrieved employee(s).

27 This sum is conditioned upon acceptance by Plaintiff and is offered in exchange
28 for the following: (1) entry of a Dismissal with Prejudice as to Defendant CHEMCORE
INDUSTRIES, INC. on the first through eleventh causes of action of Plaintiff's claims
asserted in her Complaint; and (2) a court-approved settlement of the PAGA Claim."

1 9. In considering Defendant’s \$2,000 offer to settle Plaintiff’s PAGA claim, Plaintiff has
2 considered the expense and length of continued proceedings necessary to litigate her Action through
3 trial and through any possible appeals, and the burdens of proof necessary to establish liability for the
4 claims asserted in the action, both generally and in response to Defendants’ defenses thereto. Plaintiff
5 has also considered the uncertainty and risk of the outcome of further litigation, and the difficulties and
6 delays inherent in such litigation.

7 10. In particular, Plaintiff factored in the significant risk that the Court, in its discretion in
8 evaluating and imposing PAGA penalties if Plaintiff were to prevail, would refuse to “stack” PAGA
9 penalties given: (i) the law on this point was previously unsettled and the recent PAGA amendments
10 eliminated arguments for “stacking” PAGA penalties for multiple Labor Code violations caused by the
11 same underlying conduct; (ii) the \$2,000 settlement offer exceeds the \$1,700 in PAGA violations for
12 the main violation alleged in the Complaint – misclassification of employees as “independent
13 contractors;” and (iii) the potential impact of an unaccepted \$2,000 statutory settlement offer if Plaintiff
14 were to proceed to trial and recover less than \$2,000 offered.

15 11. By contrast, Defendant maintained that it had and has legally compliant employment
16 policies and practices throughout the PAGA period as defined herein. Defendants do not admit that they
17 ever violated any provision of the California Labor Code, including, but not limited to, those sections
18 for which Plaintiffs seek individual statutory remedies, as well as civil penalties pursuant to the PAGA,
19 during the PAGA period.

20 12. Based on the foregoing, Plaintiff has determined that the settlement is a fair and
21 reasonable resolution of the Action that also promotes the objectives of the PAGA. Accordingly, on
22 October 24, 2024, Plaintiff accepted the 998 Offer and settled the case.

23 13. The heart of Plaintiff’s PAGA case is her claim that Defendant engaged in a practice of
24 misclassifying employees as “independent contractors,” and that defendant also failed to pay premium
25 wages for non-compliant meal periods and rest periods, failed to pay overtime and minimum wages, failed
26 to reimburse expenses incurred, and failed to provide compliant wage statements.

27 14. Plaintiff had a maximum of sixteen (16) pay periods during the relevant time period in
28 which she was allegedly misclassified as an independent contractor. Assuming PAGA penalties are not

1 stacked, the default PAGA penalty of \$100 for the initial violation would result in PAGA penalties of
2 \$1,600. Assuming subsequent violations after the first period at a \$200 per pay period rate, penalties
3 would be \$3,100. In either scenario, the settlement of \$2,000 would provide Plaintiff and the State of
4 California a fair and reasonable recovery of potential penalties.

5 15. By contrast, if the penalties are stacked to include violations for not only independent
6 contractor misclassification, but also for derivative violations related to alleged meal period violations
7 (default PAGA penalties of \$1,600), rest period violations (default PAGA penalties of \$1,600), unpaid
8 overtime (default PAGA penalties of \$1,600), unpaid minimum wages (\$3,850), unpaid expenses
9 (default PAGA penalties of \$1,600), and wage statements per pay period (\$15,100), the PAGA penalties
10 could be approximately \$26,950. In that somewhat unlikely scenario in which PAGA violations are
11 stacked seven-fold in every pay period, the settlement would provide a 7.5% recovery of potential PAGA
12 penalties.

13 16. Plaintiff asserts that the PAGA Members may be entitled to more than one penalty per
14 pay period, which would create a potential additional exposure for PAGA penalties. Conversely,
15 Defendant contends that stacking penalties would be factually and/or legally unwarranted or
16 inappropriate here for many reasons, and Defendant also contends that PAGA Members did not
17 experience the violations alleged by Plaintiff. Defendant asserts that at all times during the Covered
18 Period, it complied with the California Labor Code as it related to Plaintiff and all other PAGA
19 Members. Defendant denies the allegations made by Plaintiff and denies any wrongdoing. Defendant
20 maintains that it had, and continues to have, legally compliant employment policies and practices
21 throughout the PAGA Period as defined herein. Defendants do not admit that they ever violated any
22 provision of the California Labor Code, including, but not limited to, those sections for which Plaintiffs
23 seek individual statutory remedies, as well as civil penalties pursuant to the PAGA, during the PAGA
24 period.

25 17. Although Plaintiff's counsel believes she has a strong argument that she was an employee
26 misclassified as an "independent contractor," Plaintiff's counsel recognizes that the Court could credit
27 one or more of Chemcore's main arguments against any significant liability for wage and hour
28 violations, including arguments that: (i) if Plaintiff is deemed to have been an employee misclassified

1 as an independent contractor, that she was allegedly at most an exempt employee (i.e., exempt from
2 overtime, minimum wage, and meal and rest period requirements) under either the outside salesperson
3 exemption – because she allegedly spent more than 50% of her working time making sales in the field
4 – or the inside salesperson exemption – because she allegedly received at least 50% of her weekly
5 income from commissions; (ii) Plaintiff allegedly failed to submit any unpaid expenses for
6 reimbursement and Plaintiff lacks sufficient documentation of claims unreimbursed expenses; (iii) any
7 non-compliant meal period or rest periods were allegedly voluntarily waived by Plaintiff; (iv) any wage
8 statement violations were not “knowing and intentional,” and (v) the Court should exercise its discretion
9 and refuse to “stack” PAGA penalties given, among other things, the law on this point was previously
10 unsettled and the recent PAGA amendments eliminated arguments for “stacking” PAGA penalties for
11 multiple Labor Code violations caused by the same underlying conduct, (ii) the \$2,000 settlement offer
12 exceeds the \$1,600 in likely PAGA penalties for the main violation alleged in the Complaint –
13 misclassification of employees as “independent contractors” (for which Plaintiff was the only one) and
14 the potential impact of an unaccepted \$2,000 statutory settlement offer if Plaintiff were to proceed to
15 trial and recover less than \$2,000 offered.

16 18. Based on the foregoing, Plaintiff’s counsel considered it unlikely that the Court would
17 “stack” penalties in a pay period for any such violations. Plaintiff’s counsel also recognizes that some
18 courts have interpreted Labor Code § 2699(f)(2) to impose the enhanced “subsequent violation penalty”
19 or “heightened penalty” only after an employer has been notified that its conduct violates the Labor
20 Code. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1209 (2008); *Trang v. Turbine Engine*
21 *Components Technologies Corp.*, (C.D. Cal. Dec. 19, 2012) No. CV 12–07658 DDP (RZx), 2012 WL
22 6618854; *Amalgamated Transit Union Local 1309, AFL-CIO v. Laidlaw Transit Services, Inc.*, (S.D.
23 Cal. 2009) No. 05cv1199– IEG–CAB, 2009 WL 2448430.) Plaintiff recognizes that this interpretation
24 has gained traction with the courts.

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19. Based on the available evidence and the current state of the law, Plaintiff's counsel concluded that \$2,000 is a fair and just settlement of the PAGA claim. As described herein, as the parties reached a settlement through arm's length negotiations via experienced counsel, the settlement should be deemed presumptively fair.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on January 2, 2025, at Newport Beach, California.

By:

James B. Hardin

EXHIBIT 1

1 BLANK ROME LLP
Natalie Alameddine (SBN 296423)
2 natalie.alameddine@BlankRome.com
Taylor C. Morosco (SBN 316401)
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4 Los Angeles, CA 90067
Telephone: 424.239.3400
5 Facsimile: 424.239.3434

6 Attorneys for Defendant
CHEMCORE INDUSTRIES, INC. *erroneously sued as*
7 CHEMCORE INC.

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF ORANGE**

10 WENDY POTTER, in her individual and
representative capacity,
11 Plaintiff,

12 vs.

13 CHEMCORE INC., a Texas corporation; and
DOES 1-10, inclusive,
14 Defendant.

Case No. 30-2024-01418250-CU-OE-CXC

*Assigned for all purposes to Honorable
Randall J. Sherman in Dept. CX-105*

**STATUTORY OFFER TO COMPROMISE
PURSUANT TO CALIFORNIA CODE OF
CIVIL PROCEDURE SECTION 998**

Complaint Filed: August 7, 2024
Trial Date: Not Set

1 **TO PLAINTIFF, WENDY POTTER, AND HER ATTORNEYS OF RECORD:**

2 Pursuant to California *Code of Civil Procedure* Section 998, Defendant CHEMCORE
3 INDUSTRIES, INC. erroneously sued as CHEMCORE INC. (“Defendant”), in full settlement of
4 Plaintiff WENDY POTTER’s (“Plaintiff”) claims in the above-captioned action, hereby offers to
5 pay Plaintiff the total sum of **Forty Two Thousand and One Dollars and Zero Cents**
6 **(\$42,001.00)** (“Total Sum”), which includes all reasonable attorney fees and costs. This Total
7 Sum is allocated as follows:

- 8 • **Forty Thousand and One Dollars and Zero Cents (\$40,001.00)** for Plaintiff’s individual
9 claims (the first through eleventh causes of action); and
10 • **Two Thousand Dollars and Zero Cents (\$2,000.00)** for Plaintiff’s twelfth cause of
11 action for violation of the Private Attorneys General Act of 2004 (the “PAGA Claim”), of
12 which 75% shall be paid to the state, and 25% to the aggrieved employee(s).

13 This sum is conditioned upon acceptance by Plaintiff and is offered in exchange for the
14 following: (1) entry of a Dismissal with Prejudice as to Defendant CHEMCORE INDUSTRIES,
15 INC. on the first through eleventh causes of action of Plaintiff’s claims asserted in her Complaint;
16 and (2) a court-approved settlement of the PAGA Claim.

17 This Offer is made for the purposes specified in Code of Civil Procedure Section 998 and
18 is not to be construed either as an admission that Defendant is liable in this action, or that
19 Claimant has suffered any injury or damage.

20 If Plaintiff accepts this Offer, Plaintiff must do so in writing, and file and serve this Offer
21 and the Notice of Acceptance within thirty (30) days of the date of service of this Offer. If this
22 Offer is not accepted by Plaintiff within that time period, this Offer shall be deemed withdrawn
23 pursuant to the terms of Code of Civil Procedure Section 998(b)(2), and evidence thereof shall not
24 be admissible in court or at trial, except in a proceeding to determine attorney’s fees and costs. If
25 Plaintiff does not accept this Offer and loses this case or fails to obtain a more favorable judgment,
26 Plaintiff, Plaintiff’s attorneys, or both Plaintiff and his attorneys, may be liable to Defendant in
27 accordance with the cost-shifting provisions of Section 998.
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DATED: October 18, 2024

BLANK ROME LLP

By: 
Natalie Alameddine
Taylor C. Morosco
Attorneys for Defendant
CHEMCORE INDUSTRIES, INC. *erroneously sued as*
CHEMCORE INC.

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PROOF OF SERVICE

Wendy Potter v. Chemcore, Inc., et al.
OCSC Case No.: 30-2024-0148250-CU-OE-CXC

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is BLANK ROME LLP, 2029 Century Park East, 6th Floor, Los Angeles, California 90067.

On October 18, 2024, I served the foregoing document(s): **STATUTORY OFFER TO COMPROMISE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 998** on the interested parties in this action addressed and sent as follows:

SEE THE ATTACHED SERVICE LIST

- ☐ **BY ENVELOPE:** by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelope(s) addressed as indicated and delivering such envelope(s):
- ☐ **BY MAIL:** I caused such envelope(s) to be deposited in the mail at Los Angeles, California with postage thereon fully prepaid to the office or home of the addressee(s) as indicated. I am "readily familiar" with this firm's practice of collection and processing documents for mailing. It is deposited with the U.S. Postal Service on that same day, with postage fully prepaid, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.
- ☐ **BY FEDEX (OVERNIGHT):** I caused such envelope(s) to be deposited in a box or other facility regularly maintained by FedEx, an express service carrier, or delivered to a courier or driver authorized by said express service carrier to receive documents in an envelope designated by the said express service carrier, addressed as indicated for overnight delivery, with delivery fees paid or provided for, to be transmitted by FedEx.
- ☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION (EMAIL):** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the document(s) listed above to be transmitted to the person(s) at the e-mail address(es) as indicated. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was incomplete or unsuccessful.
- ☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **October 18, 2024**, at Los Angeles, California.



Michelle Grams

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SERVICE LIST

Wendy Potter v. Chemcore, Inc., et al.
OCSC Case No.: 30-2024-0148250-CU-OE-CXC

James B. Hardin
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Attorney for Plaintiff
WENDY POTTER

EXHIBIT 2

James B. Hardin (Bar No. 205071)
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HARDIN LAW GROUP, APC
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Newport Beach, California 92660
Telephone: (949) 337-4810
Facsimile: (949) 209-4853

Attorneys for Plaintiff
WENDY POTTER

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

WENDY POTTER, in her individual and
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Plaintiff,

vs.

CHEMCORE INC., a Texas corporation; and
DOES 1-10, Inclusive,

Defendants.

Case No. 30-2024-01418250-CU-OE-CXC
Hon. Randall J. Sherman
Dept.: CX105

**PLAINTIFF'S NOTICE OF ACCEPTANCE
OF STATUTORY OFFER TO
COMPROMISE PURSUANT TO
CALIFORNIA CODE OF CIVIL
PROCEDURE SECTION 998**

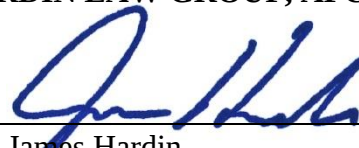
Complaint Filed: August 7, 2024
Trial Date: None set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 Plaintiff WENDY POTTER, through her counsel of record, hereby accepts the Statutory Offer
3 to Compromise Pursuant to California Code of Civil Procedure Section 998 attached hereto as **Exhibit**
4 **1**, which Defendant served on Plaintiff on October 18, 2024.

5
6 Dated: October 24, 2024

HARDIN LAW GROUP, APC

7
8 By:  _____

James Hardin

Attorneys for Plaintiff

EXHIBIT 1

BLANK ROME LLP
Natalie Alameddine (SBN 296423)
natalie.alameddine@BlankRome.com
Taylor C. Morosco (SBN 316401)
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Los Angeles, CA 90067
Telephone: 424.239.3400
Facsimile: 424.239.3434

Attorneys for Defendant
CHEMCORE INDUSTRIES, INC. *erroneously sued as*
CHEMCORE INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

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Defendant.

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*Assigned for all purposes to Honorable
Randall J. Sherman in Dept. CX-105*

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Trial Date: Not Set

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19 Claimant has suffered any injury or damage.

20 If Plaintiff accepts this Offer, Plaintiff must do so in writing, and file and serve this Offer
21 and the Notice of Acceptance within thirty (30) days of the date of service of this Offer. If this
22 Offer is not accepted by Plaintiff within that time period, this Offer shall be deemed withdrawn
23 pursuant to the terms of Code of Civil Procedure Section 998(b)(2), and evidence thereof shall not
24 be admissible in court or at trial, except in a proceeding to determine attorney’s fees and costs. If
25 Plaintiff does not accept this Offer and loses this case or fails to obtain a more favorable judgment,
26 Plaintiff, Plaintiff’s attorneys, or both Plaintiff and his attorneys, may be liable to Defendant in
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DATED: October 18, 2024

BLANK ROME LLP

By: 
Natalie Alameddine
Taylor C. Morosco
Attorneys for Defendant
CHEMCORE INDUSTRIES, INC. *erroneously sued as*
CHEMCORE INC.

PROOF OF SERVICE

Wendy Potter v. Chemcore, Inc., et al.
OCSC Case No.: 30-2024-0148250-CU-OE-CXC

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is BLANK ROME LLP, 2029 Century Park East, 6th Floor, Los Angeles, California 90067.

On October 18, 2024, I served the foregoing document(s): **STATUTORY OFFER TO COMPROMISE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 998** on the interested parties in this action addressed and sent as follows:

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- ☐ **BY ENVELOPE:** by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelope(s) addressed as indicated and delivering such envelope(s):
- ☐ **BY MAIL:** I caused such envelope(s) to be deposited in the mail at Los Angeles, California with postage thereon fully prepaid to the office or home of the addressee(s) as indicated. I am "readily familiar" with this firm's practice of collection and processing documents for mailing. It is deposited with the U.S. Postal Service on that same day, with postage fully prepaid, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.
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- ☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION (EMAIL):** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the document(s) listed above to be transmitted to the person(s) at the e-mail address(es) as indicated. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was incomplete or unsuccessful.
- ☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **October 18, 2024**, at Los Angeles, California.



Michelle Grams

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cc: Briana Rice at
brice@hardinemploymentlaw.com

Attorney for Plaintiff
WENDY POTTER

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 23 Corporate Plaza Dr., Ste. 150, Newport Beach, CA 92660.

On October 24, 2024, I served the foregoing document described as **PLAINTIFF'S NOTICE OF ACCEPTANCE OF STATUTORY OFFER TO COMPROMISE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 998** on the following person(s) in the manner indicated:

SEE ATTACHED SERVICE LIST

☐ (BY MAIL) I am familiar with the practice of Hardin Law Group, APC for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business. On this date, a copy of said document was placed in a sealed envelope, with postage fully prepaid, addressed as set forth herein, and such envelope was placed for collection and mailing at Hardin Law Group, APC, Newport Beach, California, following ordinary business practices.

☐ (BY OVERNIGHT FEDERAL EXPRESS) I am familiar with the practice of Hardin Law Group, APC for collection and processing of correspondence for delivery by overnight courier. Correspondence so collected and processed is deposited in a box or other facility regularly maintained by Federal Express that same day in the ordinary course of business. On this date, a copy of said document was placed in a sealed envelope designated by Federal Express with delivery fees paid or provided for, addressed as set forth herein, and such envelope was placed for delivery by Federal Express at Hardin Law Group, APC, Newport Beach, California, following ordinary business practices.

☐ (BY HAND DELIVERY) I am familiar with the practice of Hardin Law Group, APC for collection and processing of correspondence for hand delivery by courier. I caused such document to be delivered by hand to the addressee(s) designated.

☒ (BY ELECTRONIC TRANSMISSION) I served electronically from the electronic notification address of brice@hardinemploymentlaw.com the document described above and a copy of this declaration to the person and at the electronic notification address set forth herein. The electronic transmission was reported as complete and without error.

☐ (BY ELECTRONIC SERVICE) I am causing the document(s) to be served by email or electronic transmission via USA Legal sent on the date shown below to the email addresses of the persons listed in the attached service list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on October 24, 2024, at Newport Beach, California.


Briana Rice

SERVICE LIST

Natalie Alameddine
Taylor C. Morosco
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Attorneys for Defendant, CHEMCORE
INDUSTRIES, INC. *erroneously sued as*
CHEMCORE INC.

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 2901 W. Coast Highway, Ste. 200, Newport Beach, CA 92663.

SEE ATTACHED SERVICE LIST

☐ (BY ELECTRONIC SERVICE) I am causing the document(s) to be served by email or electronic transmission via First Legal sent on the date shown below to the email addresses of the persons listed in the attached service list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on January 3, 2025, at Newport Beach, California.

Briana Rice

SERVICE LIST

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CHEMCORE INC.