Fill in this information to identify the case.

Debtor 1 West Marine

Debtor 2 (Spouse, if filing)

United States Bankruptcy Court for the: District of Delaware

Case number 26-10801-KBO

Official Form 410

Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**
   Belinda Chester
   Name of the current creditor (the person or entity to be paid for this claim)
   Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**
   ☑ No
   ☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**
   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Belinda Chester Name	Name
120 Fair Haven Hill Court Number Street	Number Street
Galloway NJ 08205 City State ZIP Code	City State ZIP Code
Contact phone 609-385-5794	Contact phone
Contact email belinda314@msn.com	Contact email

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Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**
   ☑ No
   ☐ Yes. Claim number on court claims registry (if known) _____ Filed on ____ / ____ / ____ (MM / DD / YYYY)

5. **Do you know if anyone else has filed a proof of claim for this claim?**
   ☑ No
   ☐ Yes. Who made the earlier filing?

26108012606250000000000002

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

☑ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. How much is the claim? $ 8,318.80 **Does this amount include interest or other charges?**

☑ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Wage Settlement Not Paid

9. Is all or part of the claim secured?

☑ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☑ Other. Describe: Back Wages

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $ 8,318.80

Amount of the claim that is secured: $ 0.00

Amount of the claim that is unsecured: $ 8,318.80 (The sum of the secured and unsecured amounts should match the amount in line 7.)

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Amount necessary to cure any default as of the date of the petition: $ 8,318.80

Annual Interest Rate (when case was filed) _____%

☐ Fixed
☐ Variable

10. Is this claim based on a lease?

☑ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $ _____

11. Is this claim subject to a right of setoff?

☑ No
☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ No

☑ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☑ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$ 8,318.80
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☑ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/15/2026
MM / DD / YYYY

/s/ Belinda D. Chester
Signature

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JUN 25 2026
VERITA GLOBAL

Print the name of the person who is completing and signing this claim:

Name: Belinda Dawn Chester
First name | Middle name | Last name

Title: Former Employee

Company:
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 120 Fair Haven Hill Court
Number Street

Galloway | NJ | 08205
City | State | ZIP Code

Contact phone 609-385-5794 Email belinda314@msn.com

Outlook

RE: Proof of Claim

From Christopher Estes <cestes@veritaglobal.com>
Date Tue 6/16/2026 4:08 PM
To rj3141@msn.com <rj3141@msn.com>; belinda314@msn.com <belinda314@msn.com>
Cc !NA Verita Call_Center <Verita_Call_Center@veritaglobal.com>

Hello,

Verita acts as the Debtors claims, noticing, and solicitation agent, but we are not attorneys and cannot offer you any legal advice.

- Verita is prohibited from accepting claims via email.

If you would like to file a claim, please see the procedures below to file a claim either electronically or by postal mail:

To file a claim electronically, please visit h https://www.veritaglobal.net/westmarine and select the Submit Electronic Proof of Claim (ePOC) link (top left of homepage).Follow the prompts to: Request a PIN to file a claim. Once you receive the PIN, use the email as a User ID along with the PIN to access the electronic form. On the last page of the form, you will be able to upload supporting documentation before submittal. To file a claim by mail, use the Claim Form link to find a 410 Proof(s) of Claim form. Once the form is complete, print it and send the form along with any supporting documentation to the address below:

West Marine Claims Processing Center
c/o KCC dba Verita
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

- **If you have registered for a PIN to file an electronic claim but have not received the PIN yet, please see below:**

When filing an ePOC, after you register an email address to generate a PIN, the response time is usually within a minute. If you are not receiving the automated email in your regular Inbox, or the spam folder it's likely being blocked by a firewall or pop-up security feature on the system being utilized. Please try a different email address to register for a PIN. The email used to register will not be linked to the claim being filed other than the initial log on into the ePortal.

Best,

Christopher Estes
Senior RSS Consultant
Corporate Restructuring
cestes@veritaglobal.com

Verita
veritaglobal.com

KCC is now Verita. Please note updated contact information.

From: Robert Chester <rj3141@msn.com>
Sent: Monday, June 15, 2026 6:02 PM
To: Verita Noticing <VeritaNoticing@veritarestructuring.com>

Belinda Chester

127 East Wilmont Avenue, New Jersey 08215 | 609-385-5794 | belinda314@msn.com

Wednesday, June 18, 2025

West Marine
Attn: Paulee Day, Chief Executive Officer
1 East Broward Blvd., Suite 200
Fort Lauderdale, Florida 33301-1872
pauleed@westmarine.com

DELIVERY VIA ELECTRONIC AND POSTAL MAIL

RE: Belinda D. Chester

Dear Ms. Day,

I was reviewing some older documents, and I realized that I never received my check from the Settlement over my separation with the company. I have enclosed my executed copy of the Settlement for you to complete processing.

Please send the settlement funds to me at your earliest convenience. It would be preferable to transfer the funds to me by Zelle at belinda314@msn.com, or alternatively to me the old fashioned way by overnight mail to 127 East Wilmont Avenue, Somers Point, New Jersey 08244.

Thank you for your kindness and assistance. If you have any questions, please do not hesitate in contacting me. My phone and email are above.

Respectfully,

Belinda D. Chester

Enc.

Belinda Chester copy of Settlement Agreement

RELEASE AND WAIVER AGREEMENT

This Release and Waiver Agreement (the "Agreement"), is entered into by Belinda Chester ("EMPLOYEE") and West Marine Products, Inc. (the "COMPANY") and shall become effective upon its signature by both parties and the expiration of the seven (7) day revocation period referred to in Section 8 hereof (the "EFFECTIVE DATE").

1. **Consideration.** In consideration of the execution of this Agreement and the releases, promises, representations, and warranties included herein, the COMPANY shall pay to EMPLOYEE following the Effective Date of this Agreement, and at the times of its regular payroll, an amount equivalent to the salary EMPLOYEE received each pay period while employed at the COMPANY, with appropriate federal and state withholding amounts deducted therefrom. In no event shall EMPLOYEE receive more than seven (7) week's salary equivalent, that is, a gross maximum before withholding deductions of $8,318.80. Health insurance benefits (medical, dental and mental health) and life insurance benefits with the same coverage provided to EMPLOYEE prior to termination, and in all other respects significantly comparable to those in place immediately prior to the termination, will be provided at the Company's cost (less any portion of such costs paid by EMPLOYEE immediately prior to termination) during the salary payment period as defined above.

2. **Payment of salary.** The parties acknowledge and agree that as of the termination of EMPLOYEE's employment with the COMPANY, all salary and accrued vacation were paid to EMPLOYEE. In light of the payment by COMPANY of all wages due, or to become due to EMPLOYEE, the parties acknowledge and agree that California Labor Code section 206.5 is not applicable to the parties here. Said section provides in pertinent part:

> No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.

3. **General release.** EMPLOYEE on behalf of her heirs, family members, estate, executors, administrators, assigns, employers, agents, representatives, insurers, attorneys, predecessors, and successors hereby forever releases and fully discharges the COMPANY and the COMPANY's stockholders, investors, principals, partners, employees, employers, directors, officers, parents, subsidiaries, affiliates, agents, assigns, representatives, insurers, attorneys, predecessors, and successors, and their heirs, estates, executors, administrators, assigns, agents, representatives, insurers, and attorneys, from any and all claims, actions, judgments, obligations, damages, demands, debts, liabilities, and causes of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that she now owns or holds as of the Effective Date of this Agreement including, without limitation:

(a) any and all claims relating to or arising from EMPLOYEE's employment with the COMPANY, and the termination of that employment, including but not limited to any and all claims for wrongful termination, sexual harassment, breach of contract, breach of the covenant of good faith and fair dealing, breach of fiduciary duty, promissory estoppel, negligence, misrepresentation, interference with contract or prospective economic

advantage, unfair business practices, defamation, invasion of privacy, personal injury, assault, battery, infliction of emotional distress, termination in violation of public policy, false imprisonment, and conversion;

(b) any and all claims for violation of any California or federal equal employment opportunity laws or regulations, or federal and state labor statutes and regulations, including but not limited to, the California Fair Employment and Housing Act, the Equal Pay Act of 1963, California Labor Code Sections 201 *et seq.*, 970 *et seq.*, and 1197.5; Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, the Older Workers Benefit Protection Act, the California Labor Code, and the Fair Labor Standards Act;

(c) any and all claims for violation of the federal or any state constitution;

(d) any and all claims for loss, costs, damages or expenses arising out of any dispute over the tax treatment of any of the proceeds received by EMPLOYEE as a result of this Agreement; and

(e) any and all claims for attorneys' fees and costs.

EMPLOYEE agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not extend to any obligations incurred under this Agreement.

4. **Waiver of Civil Code Section 1542.** EMPLOYEE represents that she is not aware of any claim by her other than the claims that are released by this Agreement. EMPLOYEE waives any and all rights and benefits conferred by the provisions of Section 1542 of the Civil Code of the State of California and any similar law of any state or territory of the United States or other jurisdiction. This section provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in her favor at the time of executing the release, which if known by her must have materially affected her settlement with the debtor."

EMPLOYEE understands and acknowledges that even if she should eventually suffer additional damages arising out of the matters herein released, she will not be able to make any claims for those damages.

5. **No admissions.** The fact of this Agreement and the payment set forth above are not an admission and do not infer any wrongdoing or liability on the part of the COMPANY.

6. **No prior assignment; indemnity.** EMPLOYEE represents and warrants that she has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity any claim or other matter herein released. In the event that she shall have assigned or transferred, or purported to assign or transfer, any claim or the matter herein released,

she shall indemnify the COMPANY and hold it harmless from and against any loss, cost, claim or expense including but not limited to all costs related to the defense of any action including reasonable attorneys' fees based upon, arising out of or incurred as a result of any such claim, assignment or transfer.

7. **Confidentiality.** EMPLOYEE agrees that the offer of this Agreement, the Agreement itself, and any payment made are the COMPANY's proprietary information. Any disclosure of this information to anyone other than the EMPLOYEE's spouse, attorneys or accountants, the Equal Employment Opportunity Commission, state antidiscrimination agencies, other federal and state agencies, or pursuant to valid subpoena, constitutes a breach of this Agreement. EMPLOYEE agrees that a breach of this confidentiality provision by EMPLOYEE will result in substantial damage to the COMPANY in an amount not susceptible of precise measure. EMPLOYEE agrees that if she breaches this confidentiality provision, she will be liable to the COMPANY for a liquidated sum of TEN THOUSAND DOLLARS and NO CENTS ($10,000.00) for each instance which represents a sum for reasonable damages to the COMPANY and is not a penalty, plus reasonable attorneys' fees and court and/or arbitration costs actually incurred by the COMPANY to enforce this Agreement.

8. **Acknowledgment of waiver of claims under ADEA.** EMPLOYEE acknowledges that she is waiving and releasing any rights she may have under the Age Discrimination in Employment Act of 1967 ("ADEA") and that this waiver and release is knowing and voluntary. EMPLOYEE and the COMPANY agree that this waiver and release does not apply to any rights or claims that may arise under ADEA after the Effective Date of this Agreement. Employee acknowledges that the consideration given for this waiver and release Agreement is in addition to anything of value to which Employee was already entitled. Employee further acknowledges that she has been advised by this writing that (a) she should consult with an attorney *prior* to executing this Agreement; (b) she has at least twenty-one (21) days within which to consider this Agreement before executing it; (c) she has at least seven (7) days following the execution of this Agreement by the Parties to revoke the Agreement; and (d) this Agreement shall not be effective until the revocation period has expired.

9. **Non-disparagement.** EMPLOYEE agrees that she will not disparage the COMPANY or its employees, officers or directors in their personal or business reputations.

10. **Continuing confidentiality obligations.** EMPLOYEE acknowledges having had access to trade secrets and proprietary and confidential information of the COMPANY. EMPLOYEE certifies that she has complied with and will continue to comply with all of the terms of the Employee Agreement Regarding Confidentiality and Non-Competition, which she signed with the COMPANY. EMPLOYEE agrees to preserve as confidential all trade secret and proprietary and confidential information pertaining to the COMPANY, as such obligations are described in the Employee Agreement Regarding Confidentiality and Non-Competition. The COMPANY acknowledges and confirms that EMPLOYEE is not subject to any non-competition restrictions set forth in Section 5 of the Employee Agreement Regarding Confidentiality and Non-Competition.

11. **Return of Company property.** EMPLOYEE agrees that upon her departure from the COMPANY she will have returned any documents containing or disclosing

the COMPANY's trade secrets or proprietary or confidential information, and copies thereof, and all other materials, equipment or other property belonging to the COMPANY.

12. **Costs and Attorneys' Fees.** The parties shall each bear their own costs, attorneys' fees and other fees incurred in connection with this Agreement.

13. **Authority.** The COMPANY represents and warrants that the undersigned has the authority to act on behalf of the COMPANY and to bind the COMPANY and all who may claim through it to the terms of this Agreement. EMPLOYEE represents and warrants that she has the capacity to act on her own behalf and on behalf of all who might claim through her to bind her to the terms and conditions of this Agreement.

14. **Entire agreement.** This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes any and all prior and/or contemporaneous oral or written negotiations, agreements, representations, and understandings. The parties, and each of them, understand that this Agreement is made without reliance upon any inducement, statement, promise, or representation other than those contained within this Agreement.

15. **Attorneys' fees.** If any legal or equitable action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to a reasonable sum for attorneys' fees and costs which are reasonably incurred and paid in addition to any other relief to which such party may be entitled.

16. **Governing law.** This Agreement shall be construed under and governed by the laws of the State of California.

This Agreement shall be deemed to have been entered into in Santa Cruz County, California and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Agreement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Agreement, such action shall be brought in the State of California.

17. **Severability.** If any provisions of this Agreement or the application thereof to any person, place or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

18. **Voluntary execution of Agreement.** This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the parties hereto, with the full intent of releasing all claims. The parties acknowledge that:

(a) They have had a reasonable time within which to consider whether to sign this Agreement;

(b) They have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or that they have voluntarily declined to seek such counsel;

(c) They have read and understand the terms and consequences of this Agreement and of the releases it contains;

(d) They are fully aware of the legal and binding effect of this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

DATED: 4/25, 2006

Belinda Chester

West Marine Products, Inc.

DATED: April 18, 2006

By: Bruce Edwards
Its: Sr. Vice President Stores