

Employee Handbook - May 2019

Citadel Servicing Corporation





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General Employment Policies



Introductory Statement

Welcome! As an employee of Citadel Servicing Corporation (the "Company"), you are an important member of a team effort. We hope that you will find your position with the Company rewarding, challenging, and productive.

Our success depends upon the dedication of our employees. We are highly selective in choosing new members for our team. We look to you and the other employees to contribute to the success of the Company.

This Employee Handbook is intended to explain the terms and conditions of employment of all employees and managers. Written employment agreements between Citadel Servicing Corporation and some individuals may supersede some of the provisions of this handbook.

This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. If you should have questions or comments, your supervisor or manager will be happy to address any inquiries.



Harassment Discrimination and Retaliation Prevention

Citadel Servicing Corporation is an equal opportunity employer. Citadel Servicing Corporation is committed to providing a work environment free of harassment, discrimination, retaliation, and disrespectful, abusive or other unprofessional conduct based on the following characteristics:

- Race
- Religion (including religious dress and grooming practices)
- Color
- Sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, gender identity/gender expression/transgender (including whether or not you are transitioning or have transitioned) and sexual orientation
- National origin
- Ancestry
- Physical or mental disability
- Medical condition
- Genetic information/characteristics
- Marital status/registered domestic partner status
- Age (40 and over)
- Sexual orientation
- Military or veteran status
- Any other basis protected by federal, state or local law or ordinance or regulation

Citadel Servicing Corporation also prohibits discrimination, harassment, disrespectful, abusive or unprofessional conduct based on the perception that anyone has any of the above characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

In addition, the Company prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

All such conduct violates Company policy. Harassment Prevention

The Company's policy prohibiting harassment applies to all persons involved in the operation of the Company. The Company prohibits harassment, disrespectful, abusive or unprofessional conduct by any employee of the Company, including supervisors, managers and co-workers. The Company's anti-harassment policy also applies to vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom you come into contact with while working.

Prohibited harassment, disrespectful, abusive or unprofessional conduct includes, but is not limited to, the following behavior:



- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts or messages;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Abusive conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive and unrelated to the Company's legitimate business interest.
- Retaliation for reporting or threatening to report harassment; and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by Company policy.

Sexual harassment does not need to be motivated by sexual desire to violate this policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Prohibited harassment is not just sexual harassment but harassment based on any protected category.

Non-Discrimination

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Company operations. The Company prohibits discrimination against any job applicant, employee or unpaid intern by any employee of the Company, including supervisors and coworkers.

Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, Citadel Servicing Corporation is not obligated to disclose the wages of other employees.

Anti-Retaliation

The Company will not retaliate against you for filing a complaint or participating in any workplace investigation or complaint process, and will not tolerate or permit retaliation by management, employees or co-workers.

Reasonable Accommodation

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.



To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship would result.

Any job applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a Company representative with day-to-day personnel responsibilities and discuss the need for an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the job. An applicant, employee or unpaid intern who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact a Company representative with day-to-day personnel responsibilities and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

The Company will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or co-workers.

Complaint Process

If you believe that you have been the subject of harassment, discrimination, retaliation or other prohibited conduct, as soon as possible after the incident, bring your complaint to your supervisor or to:

- The HR Manager
- Any member of management
- The Human Resources Generalist

You can bring your complaint to any of these individuals. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact the HR Manager. Please provide all known details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.

The Company encourages all individuals to report any incidents of harassment, discrimination, retaliation or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment, discrimination and retaliation in employment. If you think you have been harassed or discriminated against or that you have been retaliated against for resisting, complaining or participating in an investigation, you may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at www.dfeh.ca.gov and www.eeoc.gov.

Supervisors must promptly refer all complaints involving harassment, discrimination, retaliation or other prohibited conduct to the HR Manager of the Company so the Company can try to resolve the complaint.



When the Company receives allegations of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations in accordance with all legal requirements. The Company will reach reasonable conclusions based on the evidence collected.

The Company will maintain confidentiality to the extent possible. However, the Company cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

Complaints will be:

- Responded to in a timely manner
- Kept confidential to the extent possible
- Investigated impartially by qualified personnel in a timely manner
- Documented and tracked for reasonable progress
- Given appropriate options for remedial action and resolution
- Closed in a timely manner

If the Company determines that harassment, discrimination, retaliation or other prohibited conduct has occurred; appropriate and effective corrective and remedial action will be taken in accordance with the circumstances involved. The Company also will take appropriate action to deter future misconduct.

Any employee determined by the Company to be responsible for harassment, discrimination, retaliation or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. Employees should also know that if they engage in harassment, they can be held personally liable for the misconduct.



At-Will Employment Status

Citadel Servicing Corporation personnel are employed on an at-will basis. Employment at-will means that the employment relationship may be terminated, with or without cause and with or without advance notice, at any time by the employee or the Company. Nothing in this handbook shall limit the right to terminate at-will employment.

No manager, supervisor, or employee of the Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the CEO of Citadel Servicing Corporation has the authority to make any such agreement. Any such agreement must be in writing to be considered binding.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of his or her employment.

State Specific Addendum

In cases where state or local rules vary from California or federal law, state specific Addendum(s), provided to and acknowledged by an employee as may be applicable, will govern the terms and conditions of employment. Except as otherwise supplemented, modified or amended, this employee handbook shall control.

Right to Revise

This employee handbook contains the employment policies and practices of Citadel Servicing Corporation in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

Citadel Servicing Corporation reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. However, any such changes must be in writing and must be signed by the CEO of Citadel Servicing Corporation.

Any written changes to this handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook sets forth the entire agreement between you and Citadel Servicing Corporation as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this employee handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of his or her employment.



Hiring



New Hires

The first 90 days of continuous employment at Citadel Servicing Corporation is considered an introductory period. During this time, you will learn your responsibilities, get acquainted with fellow employees and determine if you are happy with your job. Your supervisor will closely monitor your performance.

Completion of the introductory period does not entitle you to remain employed by Citadel Servicing Corporation for any definite period of time. Your status as an at-will employee does not change. The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

Job Duties

During the introductory period, your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your department or Citadel Servicing Corporation. Your cooperation and assistance in performing such additional work is expected and required.

Citadel Servicing Corporation reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

Exempt Employees

Exempt employees are exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) and are not eligible to receive overtime pay, regardless of the amount of time worked in the course of a day or a workweek.

Nonexempt Employees

Nonexempt employees receive overtime pay at the rate of 1 ½ times their regular rate of pay when they work in excess of eight hours in a day (California employees only) or 40 hours in the course of a workweek, or the applicable overtime wage rate pursuant to controlling state and local law. Overtime hours must be authorized in advance by senior management. Please see the policy, "Overtime for Nonexempt Employees" in the Wages section of this handbook for more information on our Overtime policy.

Full-Time Employees

Regular full-time employees are those who are scheduled for and do work 40 hours per week. Regular full-time employees are eligible for most employee benefits described in this handbook. Benefit eligibility may depend on length of continuous service. Benefit eligibility requirements may also be imposed by the plans themselves or by law.



Part-Time Employees

Part-time employees are those who are scheduled for and do work fewer than 40 hours per week, but not fewer than 16 hours. Part-time employees are eligible for the following Citadel Servicing Corporation benefits:

- Health Insurance if working at least 30 hours per week. Eligibility will be in accordance with state and federal Health Care laws.

Regular Employees

Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time.

Temporary Employees

Temporary employees are those employed for short-term assignments. Short-term assignments generally are periods of three months or fewer; however, such assignments may be extended. Temporary employees are not eligible for employee benefits except those mandated by applicable law.

Inactive Status

Employees who are on any type of leave of absence, work-related or non-work-related, that exceeds any protected state or federal leave of absence will be placed on inactive status.

Health Benefits Extension

Unless health benefits extension is covered by state or federal law, benefits will terminate according to our insurance carrier's policy. Contact the HR Manager for more information.

Bridging of Time

Citadel Servicing Corporation will give service credit to employees previously employed by the Company, provided the break in service does not exceed six months. Generally, the break in service time will be deducted from the employee's original service date.

HR Manager will discuss reinstatement of benefits and other length of service issues with rehired employees. Special rules apply to reinstatement of paid sick leave benefits under the California Healthy Workplaces, Healthy Families Act.



Time Away From Work



Vacation

Regular full-time employees begin to accrue paid vacation after they have completed 90 continuous days of service with the Company. The accrual rate for the first year will be 1.67 hours per pay period worked after completion of the 90 days of service. Vacation time taken during the first 90 days of employment will be unpaid. An employee who is scheduled to and does work 40 hours per week will normally accrue five working days or 40 hours of vacation by the end of twelve months of continuous employment.

During the second year of employment, the accrual rate will be 3.33 hours per pay period worked. An employee who is scheduled to and does work 40 hours per week will normally accrue 10 working days or 80 hours vacation time in the second and subsequent years of employment.

During the sixth year of employment, the accrual rate will be 5.00 hours per pay period worked. An employee who is scheduled to and does work 40 hours per week will normally accrue 15 working days or 120 hours vacation time in the sixth and subsequent years of employment.

Regular full-time employees with the title of Senior Vice President begin to accrue paid vacation after they have completed 90 continuous days of service with the Company. The accrual rate for the first year will be 3.33 hours per pay period worked. A Senior Vice President who is scheduled to and does work 40 hours per week will normally accrue 10 working days or 80 hours vacation time in the first year of employment. During the second year of employment, the accrual rate will be 5.00 hours per pay period worked. A Senior Vice President who is scheduled to and does work 40 hours per week will normally accrue 15 working days or 120 hours vacation time in the second and subsequent years of employment.

Requests for vacation should be requested in our Payroll system at least four weeks in advance. When possible, vacation requests will be approved, taking operating requirements into account. Generally speaking, length of employment will determine priority in scheduling vacation time. Time off around holidays is usually requested by multiple employees. Operating requirements will not allow all vacation requests around holidays to be approved. We will attempt to diversify the approvals. To ensure that holiday time off is enjoyed by a variety of employees, an individual employee will not be approved for vacation time around multiple holidays.

Any request for time off must be pre-approved by management. Usually no more than one week's vacation may be taken at one time. Some positions are required to take five consecutive vacation days per year following twelve months of employment.

Employees with accrued vacation time will not be approved for unpaid time off, unless required for certain types of Leave of Absence. Sick time cannot be used for vacation days.

Use of Vacation Before Unpaid Leave. If you are taking an unpaid leave of absence, there are circumstances where you may be required to use your accrued and unused vacation before taking unpaid leave or having unpaid absences. In other circumstances, you can choose to use vacation before taking unpaid leave or having unpaid absences, but it is not required. It will depend on the type of leave you are taking and/or federal and state leave requirements.



The maximum vacation benefit employees with less than six years of service may accumulate at any time is three weeks (120 hours). The maximum vacation benefit employees with six years or more of service or a Senior Vice President may accumulate at any time is four weeks (160 hours). Once an employee has accrued the maximum, no additional vacation will be earned until accrued vacation time is used. Any accrued but unused vacation time will be paid upon termination of employment.

Citadel Servicing Corporation recognizes the importance of employees having leisure time and the opportunity to attend to personal matters, and therefore encourages employees to take vacation annually. If an employee has a vacation balance in excess of forty hours and does not schedule vacation time, CSC will work with the employee to schedule vacation within a reasonable time frame.



Sick Leave

California law provides for mandatory paid sick leave under the Healthy Workplaces, Healthy Families Act (the "Act"). This paid sick leave policy is intended to comply with the requirements of the Act.

Employees cannot be discriminated or retaliated against for requesting or using accrued paid sick time.

If you have any questions about paid sick leave, please contact the HR Manager.

Eligible Employees

Employees are not eligible to take paid sick time until they have worked for the Company for 90 days from their date of hire.

Sick Pay Amount

Eligible employees will receive sick leave as follows:

Citadel Servicing Corporation will provide eligible employees with three days or 24 hours of paid sick time on their first day of employment with Citadel Servicing Corporation. You will need to meet the 90-day employment requirement before taking any leave.

Unused paid sick time will not carry over from year to year. However, effective January 1, 2016, and going forward each January 1st, employees who have completed 90 days of service will receive 40 hours of paid sick leave eligible for use during that calendar year. Employees must successfully complete 90 days of employment before they can use paid sick days.

The Company does not pay employees for unused paid sick time.

Qualifying Reasons for Paid Sick Leave

Paid sick time can be used for the following reasons:

- Diagnosis, care or treatment of an existing health condition for an employee or covered family member, as defined below.
- Preventive care for an employee or an employee's covered family member.
- For certain, specified purposes when the employee is a victim of domestic violence, sexual assault or stalking.

For purposes of paid sick leave, a covered family member includes:

- A child defined as a biological, foster or adopted child; a stepchild; or a legal ward, regardless of the age or dependency status of the child. A "child" also may be someone for whom you have accepted the duties and responsibilities of raising, even if he or she is not your legal child.



- A "parent" defined as a biological, foster or adoptive parent; a stepparent; or a legal guardian of an employee or the employee's spouse or registered domestic partner. A parent may also be someone who accepted the duties and responsibilities of raising you when you were a minor child, even if he or she is not your legal parent.
- A spouse.
- A registered domestic partner.
- A grandparent.
- A grandchild.
- A sibling.

Use of Paid Sick Leave

If the need for paid sick leave is foreseeable, employees shall provide advance oral or written notification to the supervisor or manager. If the need for paid sick leave is not foreseeable, employees shall provide notice to the supervisor or manager as soon as practicable.

An employee's use of paid sick time may run concurrently with other leaves under local, state or federal law.

Paid sick leave is a benefit that also covers absences for work-related illness or injury. Employees who have a work-related illness or injury are covered by workers' compensation insurance. However, workers' compensation benefits usually do not cover absences for medical treatment. When you report a work-related illness or injury, you will be sent for medical treatment, if treatment is necessary. You will be paid your regular wages for the time you spend seeking initial medical treatment.

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If you have accrued and unused paid sick leave, you may use paid sick leave to receive pay for these absences.

If you do not have accrued, paid sick leave, or if you have used all of your sick leave, you may choose to substitute vacation for further absences from work, related to your illness or injury.

Family and Medical Leave 50 or More Employees

California's California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) provide up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- You have been employed with the Company for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply);
- You have worked at least 1,250 hours during the previous 12-month period before the need for leave*; and
- You are employed at a work site where there are 50 or more employees within a 75-mile radius.



Leave may be taken for one or more of the following reasons:

- The birth of your child, or placement of a child with you for adoption or foster care (FMLA/CFRA);
- Incapacity due to pregnancy, prenatal medical care or child birth (FMLA only);
- Your serious health condition that makes you unable to perform your job (FMLA/CFRA);
- To care for your spouse, child or parent who has a serious health condition (FMLA/CFRA);
- To care for your registered domestic partner (CFRA only).

For additional information about eligibility for family/medical leave, contact the HR Manager.

Military Family Leave Entitlements

- Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement for certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
- Eligible employees may also take a special leave entitlement of up to 26 weeks of leave during a single 12-month period to care for a covered servicemember. (FMLA/CFRA for 12 weeks if the care provider is eligible for both, followed by 14 weeks of (FMLA only), or 26 weeks of (FMLA only if leave is not CFRA covered leave). A covered servicemember is either:
 - A current member of the Armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or
 - A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are different from the FMLA definition of "serious health condition."

Calculating the 12-month Period

For purposes of calculating the 12-month period during which 12 weeks of family and medical leave or qualifying exigency leaves may be taken, Citadel Servicing Corporation uses the rolling year method.

Under most circumstances, leave under federal and state law will run at the same time and an eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period.

For leave to care for a covered servicemember, the 12-month period begins on the first day of



the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered servicemember is for a maximum of 26 workweeks during a 12-month period.

Pregnancy, Childbirth or Related Conditions and Baby Bonding

Leave because of a disability for pregnancy, childbirth or related medical condition is not counted as time used under California law (CFRA). However, time off because of pregnancy disability, childbirth or related medical condition does count as family and medical leave under federal law (FMLA). Employees who take time off for pregnancy disability and who are eligible for FMLA will be placed on leave accordingly and will run at the same time as their pregnancy disability leave (PDL).

Once the pregnant employee is no longer disabled, or once the employee has exhausted PDL and has given birth, the employee may apply for leave under the CFRA, for purposes of baby bonding. *

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted for the minimum amount of two weeks. However, the Company will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. The Company may also grant additional requests for leave lasting less than two weeks at its discretion. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

*If you are not eligible for baby bonding leave because you work at a worksite with less than 50 employees in a 75-mile radius, you may be eligible for time off to bond with a new child under the New Parent Leave Act (if you meet the eligibility requirements under this law). For more information, contact the HR Manager.

Leave Procedures

The following procedures shall apply when an employee requests family medical leave:

- Please contact the HR Manager as soon as you realize the need for family/medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for your serious health condition or that of a family member, you must notify the Company at least 30 days before leave is to begin. You must consult with your supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of your health care provider or the health care provider of your child, parent, or spouse.
- If you cannot provide 30 days' notice, the Company must be informed as soon as is practical.
- If the FMLA/CFRA request is made because of your own serious health condition, the Company may require, at its expense, a second opinion from a health care provider that the Company chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the Company.



- If the second opinion differs from the first opinion, the Company may require you, at the Company's expense, to obtain the opinion of a third health care provider designated or approved jointly by you and the employer. The opinion of the third health care provider shall be considered final and binding on you and the Company.

Certification

Citadel Servicing Corporation requires you to provide certification. You will have 15 calendar days from the Company's request for certification to provide it to the Company, unless it is not practicable to do so. The Company may require recertification from the health care provider if you request additional leave upon expiration of the time period in the original certification. *(For example, if you need two weeks of family and medical leave, but following the two weeks you need intermittent leave, a new medical certification will be requested and required.)* If the employee does not provide medical certification in a timely manner to substantiate the need for family and medical leave, the Company may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.

If the leave is needed to care for a sick child, spouse, or parent, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider; and
- Confirmation that the serious health condition warrants your participation.

When both parents are employed by the Company, and request simultaneous leave for the birth or placement for adoption or foster care of a child, the Company will not grant more than a total of 12 workweeks family/medical leave for this reason.

If your serious health condition is the reason for leave, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Your inability to work at all or to perform any one or more of the essential functions of your position because of the serious health condition.

If you are absent because of your own serious health condition, the Company will also require a medical release to return to work form or certification from your health care provider that you are able to resume work.

Failure to provide a release to return to work certificate from your health care provider will result in denial of reinstatement until the certificate is obtained.



Leave Related to Military Service

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a servicemember must be supported by a certification by the servicemember's health care provider or other certification allowed by law. Special certification requirements apply to leaves related to military service.

Health and Benefit Plans

If you are taking family medical leave, you will be allowed to continue participating in any health and welfare benefit plans in which you were enrolled in before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered servicemember) at the level and under the conditions of coverage as if you had continued in employment for the duration of such leave. The Company will continue to make the same premium contribution as if you had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the Company may recover premiums paid to maintain health coverage if you fail to return to work following family/medical leave.

Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work. The right to continued group health coverage during pregnancy disability leave is a separate and distinct entitlement from the CFRA entitlement.

Payment is to be made monthly by the 1st of the month.

Substitution of Paid Leave

Generally, FMLA/CFRA leave is unpaid. The Company may require, or you may choose, to use accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, you must comply with the Company's normal paid leave policies. For more information on those specific circumstances requiring or allowing the substitution of paid leave contact the HR Manager.

Reinstatement

Under most circumstances, upon return from family/medical leave, you will be reinstated to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on family/medical leave would have been laid off had the employee not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of family/medical leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.



Reinstatement after family/medical leave may be denied to certain salaried "key" employees under the following conditions:

- An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the worksite at which the employee worked at the time of the leave request;
- The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the Company's operations;
- The employee is notified of the Company's intent to refuse reinstatement at the time the Company determines the refusal is necessary; and
- If leave has already begun, the Company gives the employee a reasonable opportunity to return to work following the notice described previously.

Time Accrual

Please contact the HR Manager with any questions regarding accrual of other Company provided paid leave benefits (such as vacation or sick leave) during unpaid FMLA/CFRA leave.

Carryover

Leave granted under any of the reasons provided by state and federal law will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement (26-workweek entitlement if leave is to care for a servicemember) in any 12-month period. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

Intermittent Leave

You may take Family and Medical Leave Act/California Family Rights Act leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) if the leave is for your serious health condition or a qualifying family member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is a half hour.

See also the discussion of Pregnancy, Childbirth or Related Medical Conditions above.

Employees in states other than California that have a state-specific Family and Medical Leave Law will be eligible pursuant to that state's program guidelines.

Extended Medical Leave

A medical leave of absence may be granted for non-work-related medical disabilities (other than pregnancy, childbirth, and related medical conditions) to employees with one full year of employment and with a doctor's written certificate of disability. Extended disability leaves will also be considered on a case-by-case basis, consistent with the Company's obligations under federal and state disability laws.

Employees should request any leave in writing as far in advance as possible. If you are granted a medical leave, Citadel Servicing Corporation will pay you sick pay for the period of time equivalent to your accumulated sick pay earned. You also may use any paid vacation time previously accrued.



A medical leave begins on the first day your doctor certifies that you are unable to work, and ends when your doctor certifies that you are able to return to work. Your supervisor will supply you with a form for your doctor to complete, showing the date you were disabled and the estimated date you will be able to return to work. An employee returning from a medical disability leave must present a doctor's certificate declaring fitness to return to work.

If returning from a non-work-related medical leave, you will be offered the same position you held at the time your leave began, if available. If your former position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. Citadel Servicing Corporation makes no guarantees of reinstatement, and your return will depend on your qualifications for existing openings.

California workers' compensation laws govern work-related injuries and illnesses. California pregnancy disability laws govern leaves taken because of pregnancy, childbirth, and related medical conditions. An employee that needs reasonable accommodations should contact a Company representative with day-to-day personnel responsibilities and discuss the need for an accommodation.

Any leave taken under this provision qualifying as leave under the state and/or federal family and medical leave laws (FMLA/CFRA) will be counted as family/medical leave, charged to your entitlement of 12 workweeks of family/medical leave in a 12-month period, and governed by the rules relating to family/medical leave.



Pregnancy Disability Leave - California Employees

If you are pregnant, have a related medical condition, or are recovering from childbirth, please review this policy. Any employee planning to take pregnancy disability leave should advise the Human Resources Department as early as possible. Employees outside of California will be eligible for state and federal benefits for which they qualify. The individual should make an appointment with the personnel manager to discuss the following conditions:

- Duration of pregnancy disability leave will be determined by the advice of the employee's physician, but employees disabled by pregnancy may take up to four months of leave per pregnancy (the working days you normally would work in one-third of a year or 17 1/3 weeks). Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care, doctor-ordered bed rest, as well as other reasons. Your healthcare provider determines how much time you need for your disability.
- Citadel Servicing Corporation will also reasonably accommodate medical needs related to pregnancy, childbirth, or related conditions or temporarily transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy.
- Employees who need to take pregnancy disability must inform Citadel Servicing Corporation when a leave is expected to begin and how long it will likely last. If the need for a leave, reasonable accommodation, or transfer is foreseeable (such as the expected birth of a child or a planned medical treatment for yourself), employees must provide at least 30 days advance notice before the pregnancy disability leave or transfer is to begin. Employees must consult with the HR Manager regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of the employee's health care provider;
- For emergencies or events that are unforeseeable, we need you to notify the Company, at least verbally, as soon as practical after you learn of the need for the leave.
- Failure to comply with these notice requirements may result in delay of leave, reasonable accommodation, or transfer;
- Pregnancy leave usually begins when ordered by the employee's physician. The employee must provide Citadel Servicing Corporation with a written certification from a health care provider for need of PDL, reasonable accommodation or transfer. The certification must be returned no later than 15 calendar days after it is requested by the Company. Failure to do so may, in some circumstances, delay PDL leave, reasonable accommodation or transfer. Please see the personnel department for a medical certification form to give to your health provider.
- Leave returns will be allowed only when the employee's physician sends a release;
- An employee will be allowed to use accrued sick time (if otherwise eligible to take the time) during a pregnancy disability leave. An employee will be allowed to use accrued vacation (if otherwise eligible to take the time) during a pregnancy disability leave; and
- Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of 30 minutes.



If intermittent leave or leave on a reduced work schedule is medically advisable the employee may, in some instances, be required to transfer temporarily to an available alternative position that meets the employee's needs. The alternative position need not consist of equivalent duties, but must have the equivalent rate of pay and benefits. The employee must be qualified for the position. The position must better accommodate the employee's leave requirements than their regular job. Transfer to an alternative position can include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work schedule.

Upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to their same position held at the time the leave began or, in certain instances, to a comparable position, if available. There are limited exceptions to this policy. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

Employees on pregnancy disability leave will be allowed to continue to participate in group health insurance coverage for up to a maximum of four months of disability leave (if such insurance was provided before the leave was taken) at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. In some instances, an employer can recover from an employee premium paid to maintain health coverage if the employee fails to return following pregnancy disability leave. PDL may impact other benefits or a seniority date. Please contact the HR Department for more information.



Bereavement Leave

Citadel Servicing Corporation grants leave of absence to employees in the event of the death of the employee's current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, or grandchild; or mother-, father-, sister-, brother-, son-, or daughter-in-law. An employee who has completed 90 days of employment with such a death in the family may take up to two scheduled workdays off with pay with the approval of the Company. The employee's supervisor may approve additional vacation or unpaid time off.

Jury Duty and Witness Leave

Non-exempt employees who are summoned for jury or witness duty will be granted an unpaid leave in order to serve. Exempt employees will receive full salary unless they are absent for a full week and perform no work. You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. You will be requested to provide written verification from the court clerk of performance of jury service. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule.

Fees Paid by the Court

You may retain any mileage allowance or other fee paid by the court for jury services if your jury or witness duty is unpaid.

Military Leave

Employees who wish to serve in the military and take military leave should contact the HR Department for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

Military Spouse Leave

Employees who work more than 20 hours per week and have a spouse in the Armed Forces, National Guard or Reserves who have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse is on leave from (not returning from) military deployment.

Employees must request this leave in writing to the HR Department within two business days of receiving official notice that their spouse will be on leave. Employees requesting this leave are required to attach to the leave request written documentation certifying the spouse will be on leave from deployment.



Personal Leave

A personal leave of absence without pay may be granted at the sole discretion of the CEO. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than thirty days during which time no benefits will accrue. Leaves of absence are granted only after accrued vacation is exhausted. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay.

We will make reasonable efforts to return you to the same or similar job as you held prior to the leave of absence, subject to our staffing and business requirements.

Concurrent Personal and Family/Medical Leave

Any leave taken under this provision that qualifies as leave under the state and/or federal Family and Medical Leave Acts will be counted as family/medical leave and charged to your entitlement of 12 workweeks of family/medical leave in a 12-month period.

School Appearances Involving Suspension

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. In agreement with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose. Employees can use accrued vacation time for school appearances, otherwise the time will be unpaid.

Domestic Violence, Sexual Assault or Stalking Leave and Accommodation

Employees who are victims of domestic violence, sexual assault and stalking are eligible for unpaid leave. Although the leave is generally unpaid, employees can use their paid sick time under California's Healthy Workplaces, Healthy Families Act for the purposes described below.

You may request leave if you are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your health, safety or welfare, or that of your child. Please provide reasonable advance notice of the need for leave unless advance notice is not feasible. Contact the HR Department for more information.

Employees who are victims of domestic violence, sexual assault or stalking and need a reasonable accommodation for their safety at work should contact the Human Resources Department and discuss the need for an accommodation. If you are requesting such a reasonable accommodation, you will need to submit a written statement signed by you, or by an individual acting on your behalf, certifying that the accommodation is for the purpose of your safety at work.

For reasonable accommodation requests, the Company will also require certification demonstrating that you are the victim of domestic violence, sexual assault or stalking. Any of the forms of certification described above for leave purposes will suffice. The Company may request



recertification every six months from the date of the previous certification. You should notify the Company if an approved accommodation is no longer needed.

The Company will engage in an interactive process with the employee to identify possible accommodations, if any, that are effective and will make reasonable accommodations unless an undue hardship will result.

Citadel Servicing Corporation will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave or accommodation under these provisions.

Victims of Crime Leave

An employee who is themselves a victim or who is the family member of a victim of certain serious crimes may take time off from work to attend judicial proceedings related to the crime or to attend proceedings involving the rights of the victim.

A family member of a crime victim may be eligible to take this leave if he/she is the crime victim's spouse, parent, child or sibling. Other family members may also be covered depending on the purpose of the leave.

The absence from work must be in order to attend judicial proceedings or proceedings involving the rights of the victim. Only certain crimes are covered. You must provide reasonable advance notice of your need for leave, and documentation related to the proceeding may be required. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

Any absence from work to attend judicial proceedings or proceedings involving victim rights will be unpaid, unless you choose to take paid vacation time.

For more information regarding this leave (including whether you are covered, when and what type of documentation is required, and which type of paid time off can be used), please contact the HR Department.



Benefits



Benefits Overview

Citadel Servicing Corporation is committed to providing the following benefits for eligible employees. Benefit eligibility may be dependent upon your employee classification (full-time versus part-time, for example) and on length of continuous employment at Citadel Servicing Corporation. Benefit eligibility requirements may also be imposed by the plans themselves or state and federal laws.

Upon becoming eligible for certain employee benefit plans, you will receive Summary Plan Descriptions which describe the benefits in greater detail. For information regarding employee benefits and to answer any questions you may have contact the HR Department.

Certain health and welfare benefits may be continued by eligible employees under COBRA or applicable state law. Departing employees will be provided with information regarding their rights to continued coverage under COBRA.

The Company reserves the right to modify, amend or terminate benefits and to modify or amend benefit eligibility requirements at any time and for any reason, subject to any legal restrictions.

The Company offers the following employee benefits:

- Health Insurance
- Dental Insurance
- Vision Insurance
- Disability Insurance-multiple options
- Life Insurance-multiple options
- Flexible Spending Accounts



Holidays

Citadel Servicing Corporation observes the following holidays:

- January 1 (New Year's Day)
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- July 4th (Independence Day)
- Labor Day
- Columbus Day
- Thanksgiving Day
- The Day After Thanksgiving
- Christmas Day

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, Citadel Servicing Corporation may grant another day off in lieu of closing. Holiday observance will be announced in advance.

Each non-exempt employee's eligibility for holiday pay begins after completion of his or her 90-day introductory period. To be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed and must work your regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by your supervisor or the absence is otherwise protected by law. If you are required to work on a scheduled holiday you will receive straight time pay and overtime pay if hours worked warrant, and will be offered another day off in lieu of the holiday, subject to staffing and business requirements.



Health Benefits

Health Insurance Benefits

CSC offers a comprehensive benefits package. Full-time, regular status employees are eligible for benefits the first of the month following sixty days of employment. Eligible employees will receive information regarding plan options and enrollment as part of their onboarding process.

Paid Family Leave

California Employees may be eligible for Paid Family Leave (PFL) wage replacement benefits, which are funded through payroll deductions and coordinated through the Employment Development Department. PFL provides partial pay for up to six weeks when an employee needs to take leave from work to care for a parent, parent-in-law, child, spouse, registered domestic partner, grandparent, grandchild, or sibling who is seriously ill, or for a working parent who wants time to bond with their newborn, foster child or newly adopted child. The PFL program does not provide employees with a right to a leave of absence; it is limited to a state-mandated wage replacement benefit.

Employees in other states who have Paid Family Leave will be eligible pursuant to their state's program guidelines.



Workers' Compensation

Citadel Servicing Corporation, in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax free, to replace lost wages; and
- Assistance to help qualified injured employees return to suitable employment.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to your supervisor;
- Seek medical treatment and follow-up care if required;
- Complete a written *Employee's Claim for Workers' Compensation Benefits* (DWC Form 1) and return it to the HR Department; and
- Provide the Company with a certification from your health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to his or her same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had he or she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the Company's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on his or her qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his or her job because of a physical or mental disability, the Company's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act.

The law requires Citadel Servicing Corporation to notify the workers' compensation insurance Company of any concerns of false or fraudulent claims.

Company-Provided Physician

Citadel Servicing Corporation provides medical treatment for work-related injuries through a medical provider network, contact HR for provider information which the Company has chosen to provide medical care to injured employees because of their experience in treating work-related injuries.



Workers' Compensation and FMLA/CFRA

Employees who are ill or injured as a result of a work-related incident, and who are eligible for family and medical leave under state and federal law (Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA)), will be placed on FMLA/CFRA leave during the time they are disabled and not released to return to work. The leave under these laws runs concurrently, and eligible employees will be on FMLA/CFRA for a maximum of 12 weeks in a rolling 12-month period.

Lactation Accommodation

Citadel Servicing Corporation accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for the employee's child, subject to exception allowed under applicable law. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the employee shall be unpaid.

We will provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Employees with private offices will be required to use their offices to express breast milk.

Employees who desire lactation accommodations should contact their supervisor or Human Resources to request accommodations.

Discrimination on the basis of sex includes discrimination based on breastfeeding and related medical conditions.



Management



Open-Door Policy

Suggestions for improving Citadel Servicing Corporation are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your complaints, questions, and suggestions are also of concern to the Company.

If you have a complaint, suggestion or question, speak with your immediate supervisors as soon as possible. If you are not comfortable speaking to your immediate supervisor, please bring the issue to the HR Manager or any other member of management.

Moreover, if you have raised the issue and if the issue persists, you may present it to the HR Manager who will investigate and provide a solution or explanation.

If it is not resolved, you may also present the issue directly to the CEO of Citadel Servicing Corporation, who will attempt to reach a final resolution.

While a written complaint will assist us in investigating your concerns, it is not required that you put your complaint in writing. If you need assistance with your complaint, or you prefer to make a complaint in person, contact the HR department.

This procedure, which we believe is important for both you and the Company, cannot guarantee that every problem will be resolved to your satisfaction. However, Citadel Servicing Corporation values your observations and you should feel free to raise issues of concern without the fear of retaliation.

Employee Property

An employee's personal property, including but not limited to packages, purses, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of Citadel Servicing Corporation property, possession of dangerous weapons or firearms, or abuse of the Company's drug and alcohol policy.



Employment of Relatives

Relatives of employees may be eligible for employment with Citadel Servicing Corporation only if individuals involved do not work in a direct supervisory relationship, or in job positions in which there is a conflict of interest. The Company defines "relatives" as spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Present employees who marry or become registered domestic partners will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions involving conflict of interest.

Name, Address and Telephone Policy

Citadel Servicing Corporation is required by law to keep current all employees' names, addresses and telephone contact information. Employees are responsible for notifying the Company in the event of a name, address or telephone number change.

Performance Evaluations

Each employee will receive periodic performance reviews conducted by his or her supervisor. We do not have a formal schedule for Performance Evaluations. Generally, within three to six months of starting in a new position your supervisor will review your job progress with our Company and help you set new job performance goals. Subsequent performance evaluations may be conducted on or about the anniversary date of your employment with the Company or last performance evaluation. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude towards others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of Citadel Servicing Corporation and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents.



Transfers and Promotions

Citadel Servicing Corporation supports your desire for professional development. During the course of your employment, you may be interested in applying for positions within your department or in other areas of the Company. Transfer and promotion selections are based upon the operational needs of the Company and departments, and upon the following criteria:

1. You must have worked at least nine months in your current position. Certain positions will follow a different time frame.
2. You must fully meet the job qualifications as outlined in the job description.
3. You must not have committed a disciplinary violation during the previous six months.
4. Your job performance in the previous six months must have been acceptable.
5. You must have had an acceptable attendance and punctuality record during the past six months.

If you are interested in applying for a transfer or promotion please notify your supervisor and Human Resources. If selected, you will not be allowed to leave your position until a suitable replacement has been found and trained. Citadel Servicing Corporation reserves the right to implement promotions and transfers as dictated by the operational needs of the Company.

Personnel Records

You have a right to inspect or receive a copy of the personnel records that Citadel Servicing Corporation maintains relating to your performance or to any grievance concerning you. Certain documents may be excluded or redacted from your personnel file by law. There are legal limitations on the number of requests that can be made.

Any request to inspect or copy personnel records must be made in writing to the HR Manager. You can obtain a form for making such a written request from the HR Department. If you request a copy of the contents of your file, you will be charged the actual cost of copying.

You may designate a representative to conduct the inspection of the records or receive a copy of the records. However, any designated representative must be authorized by you in writing to inspect or receive a copy of the records. The Company may take reasonable steps to verify the identity of any representative you have designated in writing to inspect or receive a copy of your personnel records.

The personnel records may be made available to you either at the place where you work or at a mutually agreeable location (with no loss of compensation for going to that location to inspect or copy the records). The records will be made available no later than 30 calendar days from the date Citadel Servicing Corporation receives your written request to inspect or copy your personnel records (unless you/your representative and the Company mutually agree in writing to a date beyond 30 calendar days but no later than 35 calendar days from receipt of the written request).

Disclosure of personnel information to outside sources, other than your designated representative, will be limited. However, the Company will cooperate with request from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.



Workplace Privacy - Audio/Video Recordings

Due to concerns regarding the potential for invasion of privacy, sexual or other harassment, and protection of proprietary or confidential information, employees may not use any audio or video recording devices while on working time. Employees also may not use any audio or video recordings in work areas that Citadel Servicing Corporation has identified as confidential, secure or private, unless the employee is engaged in protected activity related to improving the terms and conditions of his/her employment, such as documenting health and safety issues.



Arbitration

In order to resolve any and all disputes between Employee and Citadel Servicing Corporation, including its owners, officers, directors, employees, agents and / or managing agents (all of whom are together referred to herein as “Company”) in the most expeditious and economical fashion possible Employee and Company agree to the following Arbitration Agreement. Employee and the Company are sometimes together referred to as the “Parties.”

Employee understands that Employee is employed on an “at will” basis, meaning that either Party may terminate the employment relationship at any time, for any reason and with or without cause or notice. This Arbitration Agreement does not change the at will nature of the employment.

Employee agrees that except as prohibited by law, any and all claims or controversies arising out of Employee’s application or candidacy for employment, employment, or separation of employment with the Company shall be resolved through final and binding arbitration. The arbitration shall proceed before ADR Services, Inc. in Orange County, California, and using ADR Services Arbitration Rules & Procedures, and shall be held in Orange County, California. A copy of the Arbitration Rules can be obtained from <http://www.adrservices.org/rules.php>.

The Parties agree that to the fullest extent permitted by law, they shall not join or consolidate claims submitted for arbitration with those of any other persons, and that no form of class, collective, or representative action may be maintained without the mutual written consent of the Parties. Employee agrees and understands that this Agreement prevents Employee from pursuing a class or collective action. Employee further agrees and understands that should they try to pursue such a claim or action, the decision as to whether they are allowed to do so shall be rendered by a court of competent jurisdiction, and not by the arbitrator. However, the arbitrator shall have the exclusive authority to resolve any dispute over other issues relating to the formation, interpretation, enforceability or other aspects of this Agreement.

The Company agrees that it shall bear those costs specific to the arbitration process, including the compensation of the arbitrator and all administrative expenses. The Parties may be represented by their own attorneys in the arbitration proceeding and, except as may otherwise be required by law, shall be responsible for their own attorneys’ fees and costs incurred in presenting their case to the arbitrator.

The Parties agree that the arbitration will be held before a single arbitrator agreed to by the Parties. The Parties will be entitled to discovery sufficient to adequately arbitrate the Parties’ claims and each party shall have access to essential documents and witnesses through the discovery process. The arbitrator shall have the power to award all relief available in a court of law, including injunctive relief or damages that may be available for any of the claims asserted, and the Parties shall retain all defenses that they would have in a judicial proceeding. The arbitrator shall render a written award within thirty (30) days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the Parties.

Employee and Company enter into this Agreement freely and voluntarily and without coercion, duress or undue influence. If, for any reason, any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be illegal or otherwise invalid, all other provisions of this Agreement shall remain in full force and effect.



This Agreement supersedes any and all prior agreements or understandings between the Employee and the Company concerning the subject matter of this Agreement, and constitutes the entire agreement between the Parties. This Agreement may be modified in writing only, duly executed by the Employee and an officer of the Company.

This Agreement is entered into under the Federal Arbitration Act, and shall be interpreted and construed in accordance with the law and procedures developed under that statute. Where not in conflict with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the State of California.



Company Property



Electronic Communication and Social Media

This policy is intended to protect Citadel Servicing Corporation's computer systems, electronic communication and electronic information.

For purposes of these policies, the following definitions apply: "Computers" are defined as desktop computers, laptops, notebooks, handheld devices (such as cell or mobile phones, smart phones, iPads, tablets and other personal electronic devices used to store and process information or data), computer software/hardware and servers.

Citadel Servicing Corporation also uses various forms of "electronic communication" including without limitation, telephone, voice mail, facsimile, electronic mail (e-mail), text messages, cell phones, instant messaging, video conferencing, applications, and other online web or Internet based services.

"Electronic information" is any information, including but not limited to, writing, messages, images, sounds, audio, video, multimedia data and files created, accessed, stored or transmitted by an employee using Company Computers or any means of electronic communication.

The following general policies apply:

- Computers and all data transmitted through Citadel Servicing Corporation servers are Company property owned by the Company for the purpose of conducting Company business. These items must be maintained according to Citadel Servicing Corporation rules and regulations. Nothing should be entered into these systems without good reason. Computers must be kept clean and employees must exercise care to prevent loss and damage. Prior authorization must be obtained before any Company property may be removed from the premises.
- All electronic communications also remain the sole property of Citadel Servicing Corporation and are to be used for Company business only. For example, email messages are considered Company records.
- Electronic information created, accessed, stored or transmitted by an employee using any Computer or any means of electronic communication is and remains the property of Citadel Servicing Corporation.
- Information stored in Citadel Servicing Corporation computers and file servers, including without limitation broker list, vendor list, customer list, business plans, products, technical data, unpublished costs, prices, discounts, financial information, investor information, any document marked "For Internal Use Only", anything related to the Company's confidential business, is the property of the Company and may not be distributed outside the Company in any form whatsoever without the written permission of the CEO, COO, Executive Vice President or Senior Vice President-National Director of Sales and Marketing.
- Further, an employee may not retrieve information from the Company's computer system for personal purposes or for use outside the employee's duties for the Company. All such use of the Company's computer system is unauthorized.
- Violation of any of the provisions of this policy, whether intentional or not, will subject Company employees to disciplinary action, up to and including termination.



Monitoring of Company Property

Citadel Servicing Corporation reserves the right to monitor, retrieve or inspect all Company property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Company computers and all electronic communications and electronic information are subject to monitoring and no one should expect privacy regarding such use. The Company reserves the right to access, review and monitor electronic files, information, messages, text messages, e-mail, Internet history, browser-based webmail systems and other digital archives and to access, review and monitor the use of computers, software, and electronic communications to ensure that no misuse or violation of Company policy or any law occurs. E-mail may be monitored by the Company and there is no expectation of privacy. Assume that e-mail may be accessed, forwarded, read or heard by someone other than the intended recipient, even if marked as "private."

Employee passwords may be used for purposes of security but the use of a password does not affect the Company's ownership of the electronic information or ability to monitor the information. The Company may override an employee's password for any reason.

Employees are not permitted to access the electronic communications of other employees or third parties unless expressly directed to do so by Citadel Servicing Corporation management.

Prohibited Use

All existing Company policies apply to employee use of computers, electronic communications, electronic information, and the Internet. This includes policies that deal with misuse of Company assets or resources. It is a violation of Citadel Servicing Corporation policy to use computers, electronic communications, electronic information, or the Internet, in a manner that: is discriminatory harassing or obscene; constitutes copyright or trademark infringement; violates software licensing rules; is illegal; or is against Citadel Servicing Corporation policy. It is also a violation of policy to use computers, electronic communications, electronic information, or the Internet to communicate confidential, proprietary sensitive, private, nonpublic information or trade secrets.

The display of any kind of sexually explicit multimedia content, message, or document on any Company computer is a violation of the Company's policy against sexual harassment. This description of prohibited usage is not exhaustive and it is within the discretion of Citadel Servicing Corporation to determine if there has been a violation of this policy. Employees that engage in prohibited use will be subject to discipline and/or immediate termination.

This policy is not intended to limit the ability of employees to discuss with other employees the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors, or staffing.

Computer and Internet Use

Citadel Servicing Corporation provides computers, electronic communications, electronic information and information technology resources, including the Internet, to its employees to help them do their job. Generally, these Company resources and property should be used only for business related purposes; however, there are a few exceptions:



- To send and receive necessary and occasional personal communications;
- To use the telephone system, cell phones or smart phones for brief and necessary personal calls or messages; and
- To access the Internet for brief personal searches and inquiries during meal times or other breaks, or outside of work hours provided that employees adhere to all other usage policies.

This policy is not intended to limit the ability of employees to use Company email systems to communicate with other employees regarding the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors or staffing.

Any personal usage of Company property must not interfere with the employee's work performance, take away from work time, consume supplies, slow other users, slow the servers or computer systems, or tie up printers or other shared resources, or violate any Company policy, including policies against harassment, discrimination and disclosure of confidential or trade secret information. All policies relating to monitoring usage of Company property apply.

Social Media

Citadel Servicing Corporation uses social media in limited circumstances for defined business purposes. Social media is a set of Internet tools that aid in the facilitation of interaction between people online. If you have specific questions about which programs the Company deems to be social media, consult with the HR Manager.

The Company's Social Media Policy applies to employees who use/participate in the following (this is not meant to be an exhaustive list):

- Multi-media and social networking websites including, but not limited to, LinkedIn, Facebook, Snapchat, Instagram and YouTube;
- Blogs and Micro-blogs such as Twitter; and
- Wikis, such as Wikipedia, and any other site where text can be posted.

All of these activities are referred to as "Internet Postings" in this Policy.

Use of Internet Postings may be used in furtherance of Company goals. However, only authorized individuals are allowed to speak or write in the name of Citadel Servicing Corporation using the social media tools of the Company.

Senior Management will authorize you in writing if you can use these Company social media tools to perform your job duties. Authorized individuals using the Company social media tools shall identify themselves honestly, accurately and completely and comply with all Company policies in using this media. Your Internet Postings should not disclose any information that is confidential or proprietary to the Company or to any third party that has disclosed information to the Company. Your postings should respect copyright, privacy, fair use, financial disclosure, and other applicable laws. Do not use any Company or third-party logo, trademark, or graphic without written approval.

Your authorization is limited to business purposes and personal use of these Company social media tools or programs is prohibited and can result in discipline up to and including termination. All policies relating to monitoring usage of Company property apply.



Employees can use their own personal devices to engage in social media during non-working times, such as breaks and meal periods; however, all other Company policies against inappropriate usage, including the Company's no tolerance for discrimination, harassment or retaliation in the workplace, and protection of confidential, proprietary and trade secret information apply.

Because you are legally responsible for your postings, you may be subject to liability if your posts are found defamatory, harassing, or in violation of any other applicable law. You may also be liable if you make postings which include confidential or copyrighted information (music, videos, text, etc.) belonging to third parties. All of the above-mentioned postings are prohibited under this policy. The Company shall not be liable, under any circumstances, for any errors, omissions, loss, or damages claimed or incurred due to any of your Internet Postings.

If a member of the news media or blogger contacts you to comment on an Internet Posting on behalf of the Company, please refer that person to the HR Manager.

Nothing in the Citadel Servicing Corporation social media policy is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment.

Employee-owned Devices

Employee's own computers (including hand held devices) and electronic communications are not to be used during work time on the work premises. Employees may use personal devices during non-working times, such as breaks and meal periods; however, all other Company policies against inappropriate usage, including the Company's no tolerance for discrimination, harassment or retaliation in the workplace, apply.

Housekeeping

All employees are expected to keep their work areas clean and organized. People using common areas such as lunch rooms, and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly. Refrigerators are cleaned each Friday and left-over items are discarded. A reminder is sent each Friday reminding employees to remove items they do not want discarded from the refrigerators before 5:00 pm.

Parking

Employees may park their vehicles in any open space that is **not** marked as Reserved or for timed use. Citadel Servicing Corporation is not responsible for any loss or damage to employee vehicles or contents. Employees are encouraged to lock their car doors.

Smoking

Smoking is prohibited at this workplace. The smoking prohibition applies to all smoking devices, including, but not limited to, the use of electronic smoking devices, such as electronic cigarettes, pipes, hookahs, and vaping devices.



Guests and Visitors

Visits from friends and family are to be kept to a minimum, in order to preserve an appropriate work environment. It is extremely important that the impression left with Citadel Servicing Corporation visitors is that of a professional organization with the highest standards of conduct.

Any visitors to our office, including Brokers and vendors, must remain in the lobby area unless one of our Executives have approved them to enter our work areas.

While in the reception area employees are expected to use language that is professional and appropriate for the workplace. Do not discuss confidential matters while in the reception area.



Employer Property

Furniture, desks, computers, desk phones, data processing equipment/software, as well as office supplies, kitchen supplies, postage, Company documents, etc. are Citadel Servicing Corporation property and must be maintained according to Company rules and regulations. They must be kept clean and are to be used only for work-related purposes. Citadel Servicing Corporation reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Prior authorization must be obtained before any Company property may be removed from the premises.

Company voice mail and/or electronic mail (e-mail) are to be used for business purposes. Citadel Servicing Corporation reserves the right to monitor computer, phone data, voice mail messages, and e-mail messages to ensure compliance with this rule, without notice to the employee and at any time, not necessarily in the employee's presence.

Citadel Servicing Corporation may periodically need to assign and/or change "passwords" and personal codes for:

- Computers
- Email
- Voice Mail
- Applications or
- Programs

These communication technologies and related storage media and databases are to be used only for Company business and they remain the property of Citadel Servicing Corporation.

Citadel Servicing Corporation reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system. Messages on the Company voice-mail and e-mail systems are subject to the same Company policies against discrimination and harassment as are any workplace communications. Offensive, harassing or discriminatory content in such messages will not be tolerated.

Nondisclosure of Proprietary Information

At all times, both during employment and after termination of employment, whether termination is voluntary or involuntary, employee shall not disclose, use, or induce or assist in the use or disclosure of any technical and business information describing or relating to the activities of the Company that it either has generated at private expense and holds in confidence or has received from third parties under an obligation to maintain as confidential ("Proprietary Information or Rights"), or anything relating to any Proprietary Information or Rights. Except as may be necessary in the ordinary course of performing his/her duties as an employee of the Company, employee may only disclose, use, or induce or assist in the use or disclosure of Proprietary Information or Rights, or anything relating to any Proprietary Information or Rights, with the Company's prior express written consent. Additionally, employee shall not access, download, or transmit Proprietary Information created, stored, or maintained in tangible hard copy or digital form by the Company for personal economic or non-economic use even though he/she may be otherwise authorized to access such Proprietary Information to perform his/her



job duties. Further, the Company has received and, in the future, will receive from third parties their confidential or proprietary information, subject to the Company's duty to maintain the confidentiality of such information and to use it only for certain limited purposes. Employee owes the Company and such third parties, during his/her employment and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence, and shall not disclose, use, or induce or assist in the use or disclosure of any such confidential or proprietary information without the Company's prior express written consent, except as may be necessary in the ordinary course of performing his/her duties as an employee of the Company, consistent with the Company's agreement with such third party.

For security reasons, employees should not leave personal belongings of value in the workplace. Terminated employees should review all personal items retrieved on their behalf at the time they leave Citadel Servicing Corporation. If you believe any personal items are missing you must notify the HR Department within three business days of your separation from the Company. Personal items left in the workplace beyond this point are deemed abandoned and subject to disposal, without any liability to the Company.

Solicitation and Distribution of Literature

In order to ensure efficient operation of the Company's business and to prevent disruption to employees, we have established control of solicitations and distribution of literature on Company property. Citadel Servicing Corporation has enacted rules applicable to all employees governing solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor.

No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed. No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed.

Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on Company property.



Employee Conduct



Business Conduct and Ethics

In order to maintain the highest standards of business ethics, Citadel Servicing Corporation employees are not allowed to accept gifts or gratuities from brokers, vendors, or other customers because doing so may give the appearance of influencing business decisions, transactions or service. The Company values all such relationships on a continuous transactional manner, but believes such actions violate the Real Estate Settlement Procedures Act ("RESPA") among other laws. Even a nominal amount so given can be construed as an unearned incentive or kickback.

In regards to brokers, vendors or customers who attempt to give Citadel Servicing Corporation employees gifts or gratuities, the prudent course of action is to discuss any such extension of largesse with your immediate manager. Please note that this directive extends to Company management as well. Always err on the side of full disclosure. While it is highly doubtful that a request for approval in these instances will be forthcoming, it cannot hurt to ask. Among the items that might be approved are catered lunches or promotional gifts.

As a matter of policy, Citadel Servicing Corporation employees are not allowed to give gifts to brokers, vendors, or customers. We also do not allow the giving of gifts to individual Company employees or to the personnel within a specific department. While generosity toward other employees and departments is admirable, the reason for this policy is to avoid the appearance of conflicts of interest.

Of special concern is the interaction between Company sales people including transaction managers, and underwriting/funding personnel in which a gratuity such as lunch is extended to individuals for services rendered. This is expressly prohibited. Citadel Servicing Corporation has created a companywide employee bonus program as well as a number of other "perks" designed to make the Company a nice place to work. The Company functions on a team approach and what is good for one is good for all. All Company non-sales personnel have a vested interest in making our business model the best in the industry.

Please note that nominal gift interaction between Company personnel for birthdays or other special holiday times in an amount of \$20.00 or under does not fall under this policy.

If you receive a gift or gratuity, you are required to declare it by notifying your manager in writing and copying Human Resources.



Conducting Personal Business

Employees are to conduct only Citadel Servicing Corporation business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours.

Employees are expected to be focused on accurate and timely completion of their work during working hours. Accessing the internet for personal use during working hours via a Company computer or personal device is not allowed. Personal phone calls, emails and texts should be made during breaks and lunches. If you have a situation that requires you to make personal calls or check personal messages during working hours, please notify your manager and make arrangements with that person so that you may handle such work interruptions in an efficient manner.

Confidential Information

Each employee is responsible for safeguarding the confidential information obtained during employment.

In the course of your work, you may have access to trade secrets or similarly protected proprietary or confidential information regarding Citadel Servicing Corporation's business (such as financial data, marketing or business plans or strategies, suppliers, business partners, vendors or customers). You have a responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and legal action may be taken by the Company.

Internal Company documents must remain confidential and are not to be shared outside the Company. All materials that are distributed to clients or the public must be approved in advance and in writing to ensure that the language is in compliance and the appropriate disclaimers are included. Inaccurate or misleading information that is distributed without the appropriate language or disclaimers can potentially cause compliance and financial issues for the Company. Directing external parties to our website is the best way to share information about our Company. If you have questions about documents you are distributing, including materials received in training, please discuss them with your manager.

Protecting our Company's information is the responsibility of every employee and we all share a common interest in making sure the Company's information is not improperly or accidentally disclosed. Do not discuss the Company's confidential business with anyone who does not work for us.

This policy does not prohibit employees from confidentially disclosing trade secret, proprietary or confidential information to federal, state and local government officials, or to an attorney, when done to report or investigate a suspected violation of the law. Employees may also disclose the information in certain court proceedings if specific procedures to protect the information are followed. Nothing in this policy is intended to conflict with 18 U.S.C. sec. 1833(b) or create liability for disclosures of trade secrets expressly allowed by 18 U.S.C. sec. 1833(b).



Dress Codes and Other Personal Standards

Employees are expected to wear clothing appropriate for the nature of our business. Clothing should be neat, clean and tasteful. Employees are expected to report to work properly groomed, including proper hygiene, and wearing appropriate clothing. Our Office attire Monday through Thursday is Business Casual, including jeans and tennis shoes, and Casual on Fridays.

The following guidelines apply:

Business Casual Days (Monday through Thursday) Jeans are fine. Business casual appropriate attire, includes without limitation collared shirt or sweaters.

Monday through Thursday attire does not include t-shirts, sweatshirts, jeans with rips, tears, holes or frayed hems, flip flops (flat or with heels), flat open-toed beach type sandals, or slides.

Casual Days (Fridays) includes shorts (no shorter than 4 inches above the knee), t-shirts, sweatshirts and flip flops. They do **not** include ripped or torn clothing, jeans with rips, tears, holes or frayed hems, gym shorts, tank or halter tops.

The following are **not appropriate on any work day**: camisoles; exposed bra straps; clothing that exposes the midriff, back, or deep inset shoulders; racer back tops; necklines that are not appropriate for the office, and clothing with phrases or graphics that are not appropriate for the workplace.

Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

This dress code policy will not be enforced in a manner that discriminates against anyone based on a protected class, such as race, sex, gender identity or gender expression, religion, national origin or any other class protected by federal, state or local law. For more information, see the Harassment, Discrimination and Retaliation Prevention policy. Employees who need a reasonable accommodation because of religious beliefs, observances or practices should contact the HR Manager and discuss the need for such accommodation.



Drug and Alcohol Abuse

Citadel Servicing Corporation is concerned about the use of alcohol, marijuana, illegal drugs or controlled substances as it affects the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and can seriously impair Company operations. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Company to the risks of property loss or damage, or injury to other persons.

The following rules and standards of conduct apply to all employees while on Company property, at work, or working on Company business. The following are strictly prohibited by Company policy:

- Being under the influence of, or impaired by, an illegal or controlled substance, alcohol or marijuana while on the job.
- Using or possessing illegal or controlled substances, alcohol or marijuana while on the job (including the illegal use of prescription drugs and possessing drug paraphernalia)
- Distributing, selling, or purchasing of an illegal or controlled substance, alcohol or marijuana while on the job.

Violation of these rules and standards of conduct will not be tolerated. the Company also may bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, Citadel Servicing Corporation reserves the right to conduct searches of Company property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Company property will not be tolerated because such conduct, even though off duty, reflects adversely on Citadel Servicing Corporation. In addition, the Company must keep people who sell or possess controlled substances off Company premises in order to keep the controlled substances themselves off the premises.

The Company will encourage and reasonably accommodate employees with alcohol, marijuana or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The Company is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug, alcohol or marijuana use. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be reemployed or be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the Company's treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.



News Media Contacts

Employees may be approached for interviews or comments by the news media. Only contact people designated by the CEO may comment to news reporters on Citadel Servicing Corporation policy or events relevant to the Company.

This policy does not limit an employee's right to discuss the terms and conditions of his or her employment, or to try and improve these conditions.

Other Employment

While employed by Citadel Servicing Corporation, employees are expected to devote their energies to their jobs with the Company.

Employment that directly conflicts with the Company's essential business interests and disrupts business operations is strictly prohibited.

Employees who engage in additional off-duty, lawful employment are prohibited from using any proprietary, trade secrets or any information regarding the Company or its business that is confidential and not publicly available. Citadel Servicing Corporation assumes no responsibility for any such outside or additional employment and does not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of any additional employment.



Prohibited Conduct

Employees are expected to conduct themselves in a manner to further the Company's objectives. The following conduct is prohibited and will not be tolerated by Citadel Servicing Corporation. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and Company operations also may be prohibited and will result in disciplinary action up to and including termination, at the sole discretion of the Company.

- Falsifying employment records, employment information, or other Company records;
- Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
- Failure to follow Company policies and/or procedures. This includes our policies and procedures related to regulatory and internal mortgage compliance and procedures.
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any time card, either your own or another employee's;
- Theft and deliberate or careless damage or destruction of any Company property, or the property of any employee or customer;
- Removing or borrowing Company property without prior authorization;
- Unauthorized use or misuse of Company equipment, time, materials, or facilities;
- Provoking a fight or fighting during working hours or on Company property;
- Participating in horseplay or practical jokes on Company time or on Company premises;
- Carrying firearms or any other dangerous weapons on Company premises at any time;
- Engaging in criminal conduct whether or not related to job performance;
- Causing, creating or participating in a disruption of any kind during working hours on Company property;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management;
- Using abusive, threatening or intimidating language at any time on Company premises;
- Violation of Company punctuality and attendance policies. Absences protected by state or federal law do not count as violations of this policy. Protected paid sick time under California law does not count as a violation of this policy;
- Failing to obtain permission to leave work for any reason during normal working hours, not including rest and meal periods;
- Failing to observe working schedules, including rest and lunch periods.
- For hourly employees, repeated failure to observe Company policy of beginning the meal period before the end of the fifth hour of work.
- Sleeping or malingering on the job;
- Working overtime without authorization or refusing to work assigned overtime;
- Violation of dress standards;
- Violating any safety, health, security or Company policy, rule, procedure or violation of the Company's drug and alcohol policy;



- Committing a fraudulent act or a breach of trust under any circumstances;
- Violating the Company's anti-harassment or equal employment opportunity policies; and
- Failing to promptly report work-related injury or illness.

This statement of prohibited conduct does not alter the Company's policy of at-will employment. Either you or Citadel Servicing Corporation remain free to terminate the employment relationship at any time, with or without reason or advance notice.



Punctuality and Attendance

As an employee of Citadel Servicing Corporation, you are expected to be punctual and regular in attendance. Any tardiness or absence impacts your fellow employees and your supervisor. When you are absent, your assigned work must be performed by others.

Employees are expected to report to work as scheduled, on time, and prepared to start work at their scheduled start time. Employees are also expected to remain at work for their entire work schedule, except for rest and meal periods or when required to leave on authorized Company business. Late arrivals, early departures or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must provide reasonable advance notice to your supervisor before the time you are scheduled to begin working for that day. You must inform your supervisor of the expected duration of any absence. If you fail to provide reasonable advance notice before your scheduled time to begin work and do not arrive in time for your assigned shift, you will be considered tardy for that day.

Excessive absenteeism or tardiness, providing false information or abuse of leave laws will not be tolerated. Generally, if you fail to report for work without any notification to your supervisor or a member of Citadel Servicing Corporation management, the Company will consider that you have voluntarily abandoned or quit your employment.

If you are unable to reach your supervisor directly, leave them a message and contact another member of management directly to ensure that your notification has been received. All Citadel Servicing Corporation employees are provided a Company contact list that includes office and cell numbers for Citadel Servicing Corporation managers.

If your manager prefers to receive a text message for absences and late arrivals, you must receive a response from your manager. If you do not receive a text response from your manager, then call them directly to notify them of your absence or late arrival.

Absences protected by local, state and federal law do not count as a violation of the punctuality and attendance policy. Paid sick time protected under California law does not count as a violation of this policy.



Customer Relations

Employees are expected to be polite, courteous, prompt, and attentive to every customer. When an employee encounters an uncomfortable situation that he or she does not feel capable of handling, the supervisor should be called immediately.

Customers are to be treated courteously and given proper attention at all times. Never regard a customer's question or concern as an interruption or an annoyance. You must respond to inquiries from customers, whether in person or by telephone, promptly and professionally.

Through your conduct, show your desire to assist the customer in obtaining the help he or she needs. If you are unable to help a customer, find someone who can.

All correspondence and documents, whether to customers or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business.

Never argue with a customer. If a problem develops or if a customer remains dissatisfied, ask your supervisor to intervene.

No person in the Company is authorized to provide tax advice to our borrowers. Borrowers should be told to consult their own personal tax advisers for information regarding tax benefits or implications of their loans.

Off-Duty Conduct

While Citadel Servicing Corporation does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the Company's legitimate business interests.

Off-duty conduct by an employee that directly conflicts with the Company's essential business interests and disrupts business operations will not be tolerated.



Wages



Advances

Citadel Servicing Corporation does not permit advances against paychecks.

Reporting-Time Pay

Citadel Servicing Corporation will comply with all applicable regulations regarding reporting-time pay for nonexempt employees.

Citadel Servicing Corporation will pay a minimum of two hours of pay to employees who are required to report to work on a day other than their normally scheduled workday.

Citadel Servicing Corporation will not pay employees who report to work but are unable to work under the following circumstances:

- Interruption of work because of the failure of any or all public utilities; or
- Interruption of work because of natural causes or other circumstances beyond the Company's power to control.

Deductions for Exempt Employees

Employees paid on a "salary basis" regularly receive a predetermined amount of compensation each pay period. Subject to the exceptions listed below, exempt employees will receive full salary for any workweek in which they perform any work, regardless of the number of days or hours worked. Exempt employees may not be paid for any workweek in which they perform no work, subject to Citadel Servicing Corporation benefits programs and policies.

No deductions from salary may be made for time when work is not available, provided the exempt employee is ready, willing, and able to work. Deductions from pay are permissible when an exempt employee:

- Is absent from work for one or more full days for personal reasons other than sickness or disability;
- Is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing full compensation for salary lost due to illness and the employee has exhausted his or her leave under this policy;
- Is absent for jury duty or military duty for a full week and performs no work during the week; or
- Works less than a full week during the initial or final week of employment;

Partial day deductions from available accrued vacation or sick leave balances will also be made by the Company when applicable.

Reports of improper deductions will be investigated promptly. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.



Makeup Time

Citadel Servicing Corporation allows the use of makeup time when nonexempt employees need time off to tend to personal obligations. Makeup time worked will not be paid at an overtime rate. Employees may take time off and then make up the time later in the same workweek, or may work extra hours earlier in the workweek to make up for time that will be taken off later in the workweek.

Makeup time requests must be submitted in writing to your supervisor, with your signature, on the Company-provided form. Requests will be considered for approval based on the legitimate business needs of the Company at the time the request is submitted. A separate written request is required for each occasion the employee requests makeup time.

If you request time off that you will make up later in the week, you must submit your request at least 24 hours in advance of the desired time off. If you request to work makeup time in order to take time off later in the week, you must submit your request at least at least 24 hours before working the makeup time. Your makeup time request must be approved in writing before you take the requested time off or work makeup time, whichever is first.

All makeup time must be worked in the same workweek as the time taken off. The Company's seven-day workweek is Sunday through Saturday. Employees may not work more than 11 hours in a day or 40 hours in a workweek as a result of making up time that was or would be lost due to a personal obligation.

If you take time off and are unable to work the scheduled makeup time for any reason, the hours missed will normally be unpaid. However, your supervisor may arrange with you another day to make up the time if possible, based on scheduling needs. If you work makeup time in advance of time you plan to take off, you must take that time off, even if you no longer need the time off for any reason.

An employee's use of makeup time is completely voluntary. Citadel Servicing Corporation does not encourage, discourage, or solicit the use of makeup time.



Meal and Rest Periods

Rest Breaks

All nonexempt employees are entitled to uninterrupted rest break periods during their workday. If you are a nonexempt employee, you will be paid for all such break periods, and you will not clock out.

Number of Rest Breaks

You will be authorized and permitted one (1) 10-minute net rest break for every four (4) hours you work (or major fraction thereof, which is defined as any amount of time over two [2] hours). A rest break need not be authorized for employees whose total daily work time is less than three and one half (3.5) hours.

You will be relieved of all duty during your rest break periods. You are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any rest break.

If you work a shift from three and one-half (3.5) to six (6) hours in length you will be entitled to one (1) ten-minute rest break. If you work more than six (6) hours and up to 10 hours, you will be entitled to two (2) ten-minute rest breaks. If you work more than 10 hours and up to 14 hours, you will be entitled to three (3) ten-minute rest breaks.

Timing of Rest Breaks

You are authorized and permitted to take a rest break in the middle of each four-hour work period.

Meal Period

All nonexempt employees will be provided an uninterrupted unpaid meal period of 60 minutes if you work more than five (5) hours in a workday. You must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. During your meal period, you are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any meal period.

If your total work period for the day is more than five hours per day but no more than six hours, you may waive the meal period. This cannot be done without the mutual consent of you and your supervisor. You must discuss any such waiver with your supervisor in advance and **the waiver must be in writing.**

Timing of Meal Period

Your meal period will be provided and must be taken no later than the end of your fifth hour of work. For example, if you begin work at 8:00 a.m., you must start your meal period by 12:59 p.m. (which is before the end of your fifth hour of work).

Your meal period will be scheduled by your department supervisor or manager.



Second Meal Period

If you work more than 10 hours in a day, you will be provided a second, unpaid meal period of at least 30 minutes. Again, you must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. There will be no control over your activities during your meal period. During your meal period, you are free to leave the premises and are free to come and go as you please. You are expected to return to work promptly at the end of any meal period.

Depending on the circumstances, you may be able to waive your second meal period if you took the first meal period and if your total hours worked for the day is no more than twelve hours. This cannot be done without the mutual consent of you and your supervisor and **the waiver must be in writing**. You must discuss any such waiver with your supervisor in advance.

Timing of Second Meal Period

This second meal period will be provided no later than the end of your 10th hour of work.

Your second meal period will be scheduled by department supervisor or manager.

Recording Meal Periods

You must clock out for any meal period and record the start and end of the meal period.

Employees are not allowed to work "off the clock." All work time must be accurately reported on your time record.

If for any reason you are not provided a meal period in accordance with our policy, or if you are in any way discouraged or impeded from taking your meal period or from taking the full amount of time allotted to you, please immediately notify the HR Manager.

Anytime you miss a meal period that was provided to you (or you work any portion of a provided meal period), you will be required to report to your supervisor or manager and document the reason for the missed meal period or time worked.

Please also refer to the Citadel Servicing Corporation Timekeeping Policy.



Overtime for Nonexempt Employees

Employees may be required to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. Citadel Servicing Corporation will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by a supervisor. The Company provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

- All hours worked in excess of eight hours in one workday (California employees only) or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. Workweeks begin each Sunday at 12:01 a.m.;
- Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday (California employees only), and for the first eight hours on the seventh consecutive day of work in one workweek (California employees only), shall be paid at a rate one and one-half times the employee's regular rate of pay;
- Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek (California employees only) shall be paid at double the regular rate of pay; and
- Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees, or hourly Inside Sales employees who meet the requirements for exemption to overtime pay per their Commission Agreement.
- All hourly employees, including hourly Inside Sales employees, are required to log all their overtime hours on their time card.

It is Company policy to pay employees for all work performed by its employees. It is a violation of Company policy for any supervisor to instruct any non-exempt (hourly) employee to perform any work off-the-clock, to suggest to non-exempt employees that performing work for the Company without compensation is acceptable, or to adjust any non-exempt employee's time records to deny them compensation for time worked.

In addition, it is also a violation of Company policy for non-exempt employees to work off-the-clock for any reason. If an employee does work off-the-clock, the employee must record and report the time to the employee's supervisor and Human Resources.

Occasional overtime may be required. However, all overtime requires prior approval by a supervisor. It is never acceptable for a non-exempt employee to work off-the-clock in order to avoid working overtime.

Any employee who believes they have been instructed to work off-the-clock or for whatever reason has performed work for which the employee has not been paid, should report it to the employee's supervisor, Human Resources, or other member of management. It is the duty of any supervisor who is aware that off-the-clock work is taking place to make the employee aware that the employee must either clock in or stop performing work-related tasks. The incident must be reported to the employee's immediate supervisor and Human Resources to avoid future re-occurrences.



Payment of Wages

Paychecks are normally available at the Irvine office, and are mailed to employees who work remotely that have not enrolled in Direct Deposit. If you observe an error on your check, please report it immediately to your supervisor.

Paydays are scheduled on the 15th and last day of the month. If a regular payday falls on a weekend or holiday, employees will be paid on the preceding business day.

Settlement of commissions and payment of bonuses and incentives based on monthly financial statements are made on the 15th of the following month.

Citadel Servicing Corporation offers automatic payroll deposit. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must complete a Direct Deposit Authorization form. You may also need to enter your Direct Deposit information in our payroll provider's system. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

To stop automatic payroll deposit, notify the Accounting Department as soon as possible. You must cancel Direct Deposit before closing the designated bank account to avoid delays in receiving your payroll funds.

Recruitment Bonus

Citadel Servicing Corporation wants to recruit quality applicants and in order to do so encourages employees to refer qualified candidates to the Company. If your referral is employed by Citadel Servicing Corporation, a recruiting bonus of \$250.00 will be paid to employees under the following terms and schedule:

- Referrals will be paid only if the original employment application completed by the applicant contains the employee's name as the referral source.
- After the applicant has been hired and successfully completed three months of service, the referring employee will be paid \$250.00 on the next pay date.
- If the applicant is referred by more than one employee, the referral bonus will be split equally among the referring employees and paid on the same terms as above.



Timekeeping Requirements

All nonexempt employees are required to use a time-keeping software to record time worked for payroll purposes. All time worked must be accurately reported on your time record.

Employees must record their own time at the start and at the end of each work period. Employees must clock out for their meal period and record the start and end of the meal period.

Employees are not allowed to work "off the clock." Working off the clock violates Company policy. Any work performed before or after a regularly scheduled shift must be approved in advance by your supervisor. It is a violation of Company policy for non-exempt employees to work off-the-clock for any reason. If you perform any off-the-clock work, you are required to report the work to your supervisor and HR.

Employees also must record their time whenever they leave the building for any reason other than rest breaks, meal breaks and Citadel Servicing Corporation business.

Employees will be required to certify that their time record is accurate.

Making entries on another employee's timecard, allowing another employee to make entries on your timecard, or altering a timecard is not permissible and is subject to disciplinary action.

Any errors on your timecard should be reported immediately to your supervisor and HR.

Please also refer to Citadel Servicing Corporation's Meal and Rest Break Policy.

Expense Accounts

The Company will reimburse employees for reasonable expenses incurred through business with prior authorization from management. Receipts are required.

If you are required to drive your personal vehicle on Company business, you must prove to the Company's satisfaction that you have a valid driver's license and current automobile insurance. Employees without a valid driver's license or current automobile insurance may not drive on behalf of the Company. The Company will reimburse you at the prevailing federal mileage reimbursement rate. This reimbursement is intended to cover wear and tear on your vehicle and your gas and automobile insurance expenses while you use your vehicle on Company business.

All expense account reports must be filed by the third business day of following month in which the expense was incurred.

If you have any questions about the Company's expense reimbursement policy, contact your manager.



Safety and Health



Employees Who Are Required to Drive

Employees whose job duties require them to drive for Company business will be required to show proof of current valid driving licenses and proof of current effective insurance coverage before the first day of employment.

If an employee is required to drive as part of his or her job, Citadel Servicing Corporation retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is suspended or revoked, or who fails to maintain personal automobile insurance coverage.

Employees who drive for Company business will be reimbursed at the IRS standard mileage rate per mile.

Health and Safety

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Report all work-related injuries or illnesses immediately to your supervisor or to the Human Resources department. In compliance with California law, and to promote the concept of a safe workplace, Citadel Servicing Corporation maintains an Injury and Illness Prevention Program.

In compliance with Proposition 65, Citadel Servicing Corporation will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Recreational Activities and Programs

Citadel Servicing Corporation or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.



Security

Citadel Servicing Corporation has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Promptly report any suspicious persons or activities to a member of management. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, or fobs are missing.

Any visitors to our office, including Brokers and Vendors, need to remain in the lobby area unless one of our Executives have approved them to enter our work areas.

The Company's workplace security program is described in detail in the Company's Illness and Injury Prevention Program (IIPP).

Workplace Violence

Citadel Servicing Corporation has adopted the following workplace violence policy to ensure a safe working environment for all employees.

The Company has zero tolerance for acts of violence and threats of violence. Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to discipline up to and including termination.

Possession of non-work related weapons on Company premises and at Company-sponsored events shall constitute a threat of violence.

It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each employee is expected and encouraged to report any incident which may be threatening to you or your co-workers or any event which you reasonably believe is threatening or violent.

You may report an incident to any supervisor or manager.

A threat includes, but is not limited to, any indication of intent to harm a person or damage Company property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally. The following are examples of threats and acts that shall be considered violent - this list is in no way all-inclusive:

Example	Type of Threat
Saying, "Do you want to see your next birthday?"	Indirect
Writing, "Employees who kill their supervisors have the right idea."	Indirect
Saying, "I'm going to punch your lights out."	Direct



Making a hitting motion or obscene gesture	Nonverbal
Displaying weapons	Extreme
Stalking or otherwise forcing undue attention on someone, whether romantic or hostile	Extreme
Taking actions likely to cause bodily harm or property damage	Acts of violence

Ergonomics

Citadel Servicing Corporation is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. The Company will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. The Company encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

Citadel Servicing Corporation believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being, and is essential to our business. We intend to provide appropriate resources to create a risk-free environment. If you have any questions about ergonomics, please contact your supervisor.



Inclement Weather

Office Closures Due To Inclement Weather or Natural Disasters

In the event of severe weather or a natural disaster that requires an office closure, the policies outlined below will apply.

Inclement Weather conditions that may require the office to close include heavy snow, extremely heavy or freezing rain, weather related road closures, and earthquake damage. If weather conditions prevent you from safely traveling to work, you must notify your manager or Human Resources immediately.

In the event of a natural disaster, the office will be closed if the building is damaged or highways leading to the office are damaged. For instructions working from home (exempt employees only), contact your manager or Human Resources immediately. In an emergency, managers will make every effort to notify employees by phone, text or email. Employees are required to respond and acknowledge receipt of the notification. When notification is not possible, employees are asked to use common sense and make their best assessment of the safety and practicality of the situation.

Offices will be closed for the briefest period of time possible. During office closures, exempt employees will receive their full weekly salary for their normal hours worked, if they worked during the affected workweek. Exempt employees are expected to work from home, if feasible. This will be arranged on an individual basis with the employee's manager.

If an exempt employee works a partial day from home or the office and chooses to not work the remainder of the day, or is unable to work the remainder of the day, the exempt employee's vacation time will be used for the hours not worked.

If circumstances require the office to be closed for an entire week, and an exempt employee performs no work during that week, the week will be unpaid, or the exempt employee can elect to use accrued vacation time.

If the office remains open during inclement weather and an exempt employee chooses to stay home and performs no work for an entire day, the day will be unpaid, or the employee can elect to use accrued vacation time.

Working from home is not available for nonexempt employees. Nonexempt employees may have time missed during office closures unpaid, or use accrued vacation time.

Employees who cannot return to work at the end of the Company closure must arrange additional time off with their manager. If the employee has exhausted all of their accrued vacation, he or she may apply for an unpaid leave of absence.

State laws regarding pay provisions during inclement weather or natural disasters will be followed if different from this policy.



Termination



Involuntary Termination and Discipline

Violation of Citadel Servicing Corporation policies and rules may warrant disciplinary action. The Company has a system of discipline that may include verbal warnings, written warnings, and suspension. The system is not formal, and Citadel Servicing Corporation may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, immediate termination of employment. The Company's policy of discipline in no way limits or alters the at-will employment relationship.

Voluntary Resignation

Voluntary resignation results when an employee voluntarily quits his or her employment at Citadel Servicing Corporation, or fails to report to work without notice to, or approval by, his or her supervisor (unless the absence is protected by law). All Company-owned property, including keys and fobs, must be returned immediately upon termination of employment.

CSC does not require two weeks' notice from employees who have resigned their position.

Generally, if you fail to report for work without any notification to your supervisor or a member of management, Citadel Servicing Corporation will consider that you have voluntarily abandoned or resigned your employment.

It is your responsibility to notify the Company if your address changes during the calendar year in which termination occurs so that your tax information will be sent to the proper address.

Reductions in Force

Under some circumstances, Citadel Servicing Corporation may need to restructure or reduce its workforce. If restructuring our operations or reducing the number of employees becomes necessary, the Company will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, Citadel Servicing Corporation will take into account, among other things, operation and requirements, the skill, productivity, ability, and past performance of those involved, and also, when feasible, the employee's length of service.



Employee References

All requests for references must be directed to the Human Resources Department. With the exception of Executive Management, no other manager, supervisor, or employee is authorized to release references for current or former employees.

By policy, Citadel Servicing Corporation discloses only the dates of employment, final rate of pay, and the title of the last position held of former employees.



Confirmation of Receipt



Confirmation of Receipt

I have received my copy of the Company's Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at Citadel Servicing Corporation is employment at-will; employment may be terminated at the will of either the Company or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between Citadel Servicing Corporation and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with Citadel Servicing Corporation.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the Company. Citadel Servicing Corporation reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the CEO of Citadel Servicing Corporation, no manager, supervisor, or representative of the Company has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Company President has the authority to make any such agreement and then only in writing, signed by the CEO.

Employee's Signature _____

Employee's Printed Name _____

Date _____