

Employee Handbook - May 2019

Citadel Servicing Corporation

Oregon Addendum





Equal Employment Opportunity

Citadel Servicing Corporation (“Company”) is committed to complying with all federal, state, and local laws providing equal employment opportunities. The Company shall recruit, hire, train, and promote in all job titles without regard to race, color, ancestry, religion, sex (including pregnancy, childbirth, and related conditions), sexual orientation (including gender identity), national origin, marital status, age (18 years of age and older), physical disability, mental disability, genetic information, association with individuals in the above-listed categories, expunged juvenile record, unemployment status, or any other basis protected by law. All personnel actions such as compensation, benefits, Company-sponsored training, apprenticeships, internships, volunteer opportunities, transfer, demotion, termination, layoff, job referrals, and return from layoff, shall be administered without regard to race, color, ancestry, religion, sex (including pregnancy, childbirth, and related conditions), sexual orientation (including gender identity), national origin, marital status, age (18 years of age and older), physical disability, mental disability, genetic information, association with individuals in the above-listed categories, expunged juvenile record, unemployment status, or any other basis protected by law. Additionally, the Company will provide registered domestic partners with all rights and benefits as permitted by law.



Harassment, Discrimination and Retaliation Prevention

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

- Race
- Religion (including religious dress and grooming practices)
- Color
- Sex (including pregnancy, childbirth, and related conditions)
- Sexual orientation (including gender identity)
- National origin
- Ancestry
- Marital status
- Physical or mental disability
- Genetic information/characteristics
- Age (18 and over)
- Association with individuals in the above-listed categories
- Expunged juvenile record
- Unemployment status
- Any other basis protected by federal, state or local law or ordinance or regulation

Citadel Servicing Corporation also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those 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

Citadel Servicing Corporation's policy prohibiting harassment applies to all persons involved in the operation of the Company. The Company prohibits harassment, disrespectful 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 while working.

Prohibited harassment, disrespectful 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;
- 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 be unlawful or 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 unlawful 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 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 Oregon Civil Rights Division of the Bureau of Labor and Industries (BOLI) 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 <https://www.oregon.gov/boli> 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 unlawful harassment, they can be held personally liable for the misconduct.



Meal and Rest Period Policy

The Company provides non-exempt employees who work no less than six (6) hours in a work day with an uninterrupted meal period of at least 30 minutes each day. If the work period is seven (7) hours or less, an employee's meal period must commence after the conclusion of the second hour worked and be completed prior to the start of the fifth hour worked. If the work period is more than seven (7) hours, an employee's meal period must commence after the conclusion of the third hour worked and completed prior to the start of the sixth hour worked. Non-exempt employees who work more than eight (8) hours shall be provided the number of meal breaks listed in the table below.

The Company also provides non-exempt employees rest periods, which insofar as practicable shall be taken in the middle of each work period. The provided rest period shall be provided at the rate of ten (10) minutes net rest time per four (4) hours of worked in a work period or major fraction thereof, as indicated in the following chart:

Length of work period	Number of rest breaks required	Number of meal periods required
2 hours or less	0	0
2 hours 1 minute - 5 hours 59 minutes	1	0
6 hours	1	1
6 hours 1 minute - 10 hours	2	1
10 hours 1 minute - 13 hours 59 minutes	3	1
14 hours	3	2
14 hours 1 minute - 18 hours	4	2
18 hours 1 minute - 21 hours 59 minutes	5	2
22 hours	5	3
22 hours 1 minute - 24 hours	6	3

Rest periods may not be added to meal periods to extend the time, nor may rest periods be used to make up for tardiness or leaving work early.



Sick Leave

On January 1 of each year, Oregon employees will receive 40 hours of unpaid sick leave. New hires will receive 40 hours of unpaid sick leave on their date of hire and may begin using available sick leave on their 91st day of employment. Unused sick leave carries over from year to year until a maximum balance of 80 hours of sick leave is accrued. Employees may use up to 40 hours of sick leave in a calendar year. As of the publication of this Addendum, the Company did not meet the threshold for paid sick leave under Oregon's Sick Time Law. In the event the Company reaches this threshold in the future, the Company will provide paid sick leave to eligible employees as required by applicable law.

During the period when the threshold for Oregon's paid Sick Time Law does not apply and to the extent there is no conflict, Oregon employees will be eligible to take paid sick leave benefits as outlined in the Citadel Servicing Corporation's Employee Handbook, which allows eligible employees who meet the 90-day employment requirement to take three days or 24 hours of paid sick leave for qualifying purpose during that year of employment starting on the 91st day. The 24 hours of paid sick leave is not in addition to the 40 hours of unpaid sick leave provided by Oregon Sick Time Law and does not carry over. Thereafter, starting the following January 1st, eligible employees who meet the 90-day employment requirement are eligible to take 40 hours of paid sick leave during the year for qualifying purpose. The 40 hours of paid sick leave is not in addition to the 40 hours of unpaid sick leave provided by Oregon Sick Time Law and does not carry over. All unused paid sick days can be carried over as **unpaid** sick days to the next calendar year up to a combined maximum of 80 paid and unpaid sick days.

Upon request, employees may use sick leave for the following purposes:

- For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventive medical care.
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
- To care for a family member with a serious health condition.
- To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
- To care for a child of the employee who is suffering from a non-serious illness, injury or condition.
- To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
- To donate sick time to another employee for qualifying purpose.
- For certain public health emergencies including closure by a public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.



An employee request should include the anticipated duration of sick leave requested. Sick leave must be taken in minimum increments of one (1) hour.

If the need for sick leave is foreseeable, the employee needs to provide reasonable advance notification, not to exceed ten (10) days prior to the date the sick leave is to begin. If the need for sick leave is not foreseeable, the employee needs to provide notice of the need for sick leave as soon as is practicable.

If an employee takes more than three (3) consecutive scheduled workdays of sick leave, the Company may require the employee to provide verification from a healthcare provider of the need for sick leave, or certification of the need for leave. However, the Company will not request verification or certification of sick leave when the sick leave is related to domestic violence, sexual assault, harassment, or stalking.

Employees will not be disciplined for attendance reasons for use of sick leave, provided the employee has not exhausted all of the employee's available sick leave for the year.

Employees falsifying the need for sick leave are subject to disciplinary action up to and including termination of employment.



Termination

In all situations regarding termination of employment, it is the Company's objective to make the termination or separation as amicable as possible for both the employee and the Company. Whenever there is a termination of employment initiated by the employee the Human Resources Department must be notified immediately.

Compensation

If the Company terminates an employee's employment or an employee's employment is terminated by mutual agreement, an employee's final wages will be paid by the first business day after the termination. If an employee quits without giving at least 48 hours' notice, the Company will pay the employee's final wages within five days or on the next payday, whichever occurs first. If an employee provides 48 hours' notice, the Company will pay the employee's final wages on the employee's last working day.

Benefits

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.

Collection of Company Property

Employees are required to return all Company property in his/her possession at the time of termination. Company property includes, but is not limited to, identification cards, keys, credit cards, cell phones, laptop computers, office equipment, documents, files, procedural manuals, and this Handbook. Electronic downloading of Company property or information is strictly prohibited.



ACKNOWLEDGMENT OF RECEIPT OF OREGON ADDENDUM

I have received a copy of Citadel Servicing Corporation's (the "Company") Oregon Addendum to the Employee Handbook and understand that it contains important information about the Company's general personnel policies and about my privileges and obligations as an employee. I acknowledge that I am expected to read, understand, and adhere to Company policies and to familiarize myself with the material in the addendum, and that the Company may change, rescind, delete, or add to any policies, benefits, and practices described in the addendum from time to time, at its sole and absolute discretion, with or without prior notice. The Company will advise employees of material changes within a reasonable time.

Date

Signature

Print Name