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9 Counsel for Claimant Frank Ciglar

JAMS

9 FRANK CIGLAR,
10 Claimant,
11 v.
12 CALIBER HOME LOANS, INC.
13 Respondent,
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Arbitration No.: 5100001437


**STIPULATION AND ~~PROPOSED~~
ORDER APPROVING CLAIMANT
FRANK CIGLAR'S INDIVIDUAL PAGA
CLAIMS SETTLEMENT**

Complaint Filed: 02/03/23
Arbitrator: Hon. Robert Freedman

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

2 The Parties Frank Ciglar (“Ciglar”, “Claimant”, or “Plaintiff”) and Caliber Home Loans,
3 Inc. (“Caliber”, “Respondent”, or “Defendant”) (collectively referred to as the “Parties), by and
4 through their respective counsel of record, hereby submit this Stipulation and Proposed Order
5 Approving Claimant Frank Ciglar’s Individual Private Attorneys General Act (“PAGA”) Claims
6 Settlement.

7 WHEREAS on February 3, 2023, Ciglar filed a PAGA claims notice with the California
8 Labor and Workforce Development Agency (“LWDA”) asserting various individual PAGA claims
9 and non-individual or representative PAGA claims.

10 WHEREAS on February 3, 2023, Ciglar also filed an action in in Superior Court of
11 California, County of Alameda, Case No. 23CV027346, which included individual and
12 representative PAGA claims in the Seventh Cause of Action. On August 29, 2023, the Court granted
13 a motion to compel arbitration of all claims except the non-arbitrable, non-individual, representative
14 PAGA claims asserted in the Seventh Cause of Action which are stayed pending the arbitration of
15 all Ciglar’s arbitrable claims including Ciglar’s individual PAGA claims. See a true and correct
16 copy of the Court’s August 29, 2023, “Minute Order” attached hereto as **Exhibit 1**.

17 WHEREAS Ciglar filed the instant arbitration matter with JAMS Reference No.
18 5100001437, alleging multiple wage and hour causes of action against Caliber including for Ciglar’s
19 individual PAGA claims.

20 WHEREAS Caliber denies and hotly contests all Ciglar’s individual claims and factual
21 allegations in their entirety, and denies any wrongful or unlawful conduct, claim, damage or liability
22 of any kind with regard to Ciglar, and maintains that at all times it acted lawfully with respect to
23 every employment action taken against Mr. Ciglar.

24 WHEREAS Ciglar alleges that Ciglar has only 9 pay periods of individual PAGA claims
25 within the one-year PAGA statute of limitations dating back from February 3, 2022, to May 2022.

26 WHEREAS the Parties wish to avoid the expense and uncertainty of trial, the Parties agreed
27 to resolve Ciglar’s individual PAGA claims for \$900 based on \$100 per pay period for 9 pay periods
28 which Ciglar alleges Caliber violated the Labor Code during the statute of limitations period. This

1 “PAGA Settlement” is part of the Parties’ \$100,000 settlement of all Ciglar’s individual claims in
2 this arbitration which will result in the release of all Ciglar’s individual claims with prejudice and
3 resolve this entire arbitration. See a true and correct copy of the Parties’ settlement “Agreement”
4 attached hereto as **Exhibit 2.**

5 WHEREAS pursuant to Labor Code section 2699(s), a court (or arbitrator) shall review and
6 approve any settlement of a PAGA action and the proposed settlement shall be submitted to the
7 LWDA at the same time that it is submitted to the court (or arbitrator). Ciglar uploaded a copy of
8 the proposed settlement Agreement to the LWDA’s website before filing this Stipulation and
9 Proposed Order Approving Claimant Frank Ciglar’s Individual PAGA Claims Settlement with the
10 arbitrator. See a true and correct copy of the “LWDA’s Proposed Settlement Submission
11 Confirmation” attached hereto as **Exhibit 3.**

12 WHEREAS “a court may award a lesser amount than the maximum civil penalty amount
13 specified by this part... if, based on the facts and circumstances of the particular case, to do otherwise
14 would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” (*Labor Code* §
15 2699(e).)

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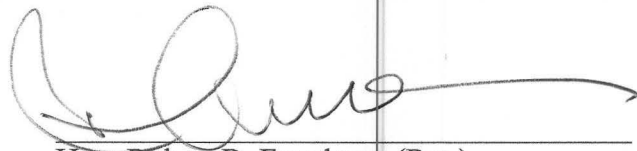
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[PROPOSED] ORDER

1. The Parties satisfied the notice requirement by uploading a copy of the proposed “Agreement” attached as **Exhibit 2** to the LWDA’s website.
2. The Parties’ settlement of Ciglar’s individual PAGA claims for \$900 in the “Agreement” attached as **Exhibit 2** is approved.
3. The Parties shall comply with all terms in the “Agreement” attached as **Exhibit 2**.

IT IS SO ORDERED.

Dated: July 14, 2025



Hon. Robert B. Freedman (Ret.)
JAMS Arbitrator

EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse, Department 15

JUDICIAL OFFICER: HONORABLE JO-LYNNE LEE

Courtroom Clerk: Aquetta Scoggins

CSR: None

23CV027346

August 29, 2023

1:30 PM

CIGLAR, et al.

vs

CALIBER HOME LOANS, INC.

MINUTES

APPEARANCES:

Plaintiff Frank Ciglar not appearing.
Plaintiff Sharon Mydung Nguyen not appearing.
Plaintiff Shannon Villeggiante not appearing.
Plaintiff Marcos Rios not appearing.
Defendant Caliber Home Loans, Inc. not appearing.

NATURE OF PROCEEDINGS: Hearing on Motion to Compel Arbitration filed by Caliber Home Loans, Inc. (Defendant) filed by Caliber Home Loans, Inc. (Defendant) on 06/20/2023

Matter was not contested. The tentative ruling set forth below is affirmed.

The Motion to Compel Arbitration filed by Caliber Home Loans, Inc. on 06/20/2023 is Granted in Part.

Defendant Caliber Home Loans, Inc.' ("Defendant") moves to compel arbitration of the claims brought by Plaintiffs Frank Ciglar, Sharon Mydung Nguyen, Shannon Villeggiante, and Marcos Rios (collectively "Plaintiffs").

The operative pleading in this action is a First Amended Complaint filed by Plaintiffs on May 2, 2023 in which they allege eight causes of action against Defendant. The first five causes of action are statutory causes of action for Labor Code violations, the sixth cause of action is for violation of the Unfair Competition Law ("UCL"), the seventh cause of action is for civil penalties under the Private Attorneys General Act of 2004 ("PAGA"), and the eighth cause of action is for wrongful discharge in violation of public policy (a so-called Tameny action).

Defendant filed and served the instant Motion on June 20, 2023. Defendants ask the Court to compel Plaintiffs to individually arbitrate all causes of action—including individual claims for civil penalties under the PAGA cause of action—and to dismiss all non-individual PAGA claims, in reliance on *Viking River Cruises, Inc. v. Moriana* (2022) 142 S.Ct. 1906, 1925. In the alternative, Defendant ask the Court to stay all non-individual PAGA claims.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

On July 17, 2023, our state supreme court held that “an order compelling arbitration of individual claims does not strip the plaintiff of standing to litigate non-individual claims in court.” (Adolph v. Uber Technologies, Inc. (2023) 14 Cal.5th 1104, __ [310 Cal.Rptr.3d 668, 680].) Adolph also held that “nothing in PAGA or any other relevant statute suggests that arbitrating individual claims effects a severance.” (Id., 310 Cal.Rptr.3d at pp. 681-682.)

On August 15, 2023, Plaintiffs filed their opposition. Plaintiffs argue that the Motion was moot and concede all their individual claims are arbitrable, but also contend that the Court should not stay their non-arbitrable PAGA claims. For this latter position, Plaintiffs cite Jarboe v. Hanlees Auto Group (2020) 53 Cal.App.5th 539, 557, which is easily distinguishable because it predates Viking River and held that all PAGA claims are categorically non-arbitrable.

On August 22, 2023, Defendant filed its reply. Defendant concedes that Plaintiffs’ initiation of arbitration renders its motion moot with respect to the individual claims, but then writes: “The only claim that Plaintiffs did not concede was subject to arbitration is the Seventh Cause of Action for Plaintiffs’ claim for Civil Penalties under PAGA.” Defendant then takes the position that it is “willing to withdraw its Motion to Stay with respect to the PAGA Claim” and asks the Court to order it to file an Answer within 21 days.

Defendant has met its initial burden to prove the existence, by the preponderance of the evidence, of a valid, enforceable and irrevocable written agreement to submit the claims before the Court to arbitration. (Code Civ. Proc., § 1281.2; Engalla v. Permanente Medical Group, Inc. (1997) 15 Cal.4th 951, 972.) Defendant has shown that each of the four Plaintiffs executed an arbitration agreement in connection with their employment with Defendant which is broad enough to cover all claims in this action. (Exs. 1-9 to Barnes Decl.) In opposition, Plaintiffs do not dispute any of this.

A motion to compel arbitration is “in essence a suit in equity to compel specific performance of a contract.” (Wagner Construction Co. v. Pacific Mechanical Corp. (2007) 41 Cal.4th 19, 29.) It is not about enforcing an agreement to arbitrate by ordering the parties to arbitrate—it is about enforcing an agreement to arbitrate a “controversy” by ordering the parties to “arbitrate the controversy.” (Code Civ. Proc., § 1281.2.) Accordingly, the issue tendered by such a motion is not yet moot as long as an arbitrable controversy still exists and has not yet been arbitrated. (Cf. State Farm Mutual Automobile Ins. Co. v. Superior Court (2004) 123 Cal.App.4th 1424, 1431.) It follows that the Court must grant the Motion as to the first through sixth and eighth causes of action, and stay those causes of action.

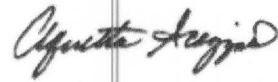
As for the Seventh Cause of Action, Adolph implies that the proper course of action is to compel arbitration of Plaintiffs’ individual PAGA claims, then stay further litigation in this Court of their representative PAGA claims until the completion of the arbitration. (Code Civ. Proc., § 1281.4 [court is to “stay the action”].)

For the foregoing reasons, the Court GRANTS Defendant’s Motion to Compel Arbitration as to all causes of action except the non-arbitrable representative PAGA claims under the Seventh Cause of Action, and STAYS the entire action pending arbitration of all arbitrable claims. If

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Plaintiffs have not already done so, they must add their arbitrable individual PAGA claims under their Seventh Cause of Action to the issues to be arbitrated in the pending arbitration.

The Court orders counsel to obtain a copy of this order from the eCourt portal.



By: A. S. Coggins, Deputy Clerk
Minutes of: 08/29/2023
Entered on: 08/29/2023

EXHIBIT 2

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release of Claims ("**Agreement**") is made and entered into by and between Frank Ciglar ("**Plaintiff**" or "**Employee**") and Caliber Home Loans, Inc. ("**Defendant**" or the "**Company**") and its parents, subsidiaries, acquirors, and affiliated entities (collectively, the "**Parties**" and individually a "**Party**").

RECITALS

WHEREAS on or about May 26, 2022, Plaintiff resigned from Plaintiff's employment with Defendant as a Loan Consultant.

WHEREAS on February 3, 2023, Plaintiff filed a Private Attorneys General Act (PAGA) claims notice with the Labor and Workforce Development (LWDA) with case number LWDA-CM-933831-23 and a wage and hour action for non-PAGA claims and both individual and representative PAGA claims in Superior Court of California, County of Alameda, with case number 23CV027346.

WHEREAS on August 15, 2023, Plaintiff filed a demand for arbitration, with JAMS Reference No. 5100001437, alleging multiple causes of action against Defendant including failure to pay wages, failure to provide meal periods or pay missed meal period wages, waiting time penalties, failure to indemnify or reimburse business expenses, failure to provide proper wage statements, unfair business and wrongful discharge. On August 29, 2023, the Court granted a motion to compel arbitration of all claims except the non-arbitrable representative PAGA claims asserted in the Seventh Cause of Action. Currently, that case is stayed in its entirety and has a status conference with the court on August 19, 2025.

WHEREAS Defendant denies Plaintiff's claims and factual allegations in their entirety, and denies any wrongful or unlawful conduct, claim, damage or liability of any kind with regard to Plaintiff and maintains that at all times it acted lawfully with respect to every employment action taken against Plaintiff.

WHEREAS on March 25, 2025, the Parties participated in mediation with Lisa Klerman. The mediation did not result in settlement, but the Parties continued their settlement discussions and were able to resolve Mr. Ciglar's individual claims.

WHEREAS because the Parties desired to avoid the expense and uncertainties associated with litigation, the Parties agreed to settle any individual claims Plaintiff may have against Defendant.

THEREFORE, in consideration of the recitals above and the mutual covenants, promises, obligations, and conditions set forth below, and as full and complete compromise and settlement of any and all legally applicable claims. Plaintiff and Defendant agree as follows:

AGREEMENT

1. **Intent.** The Parties enter into this Agreement to settle and dispose of fully and completely each and every individual claim, excluding non-arbitrable representative PAGA claims, Plaintiff may have against Defendant or a Released Party through the day Plaintiff signs this Agreement.

2. **Settlement Payment.** Defendant shall pay Plaintiff, in full, final, and complete satisfaction of Plaintiff's Released Claims, as defined in Section 3, below, and released hereunder, and in consideration of the agreement expressed herein, the sum total of [REDACTED] (the "**Settlement Payment**"). Such payment is not and is not to be viewed or construed as an admission of liability by Defendant and is not an admission of fault. Plaintiff acknowledges that Plaintiff is not entitled to any other payments or compensation from Defendant.

a. **Payment Amounts.** In consideration of the promises in this Agreement and without any other obligation to do so, the Parties agree that Defendant will pay the Settlement Payment in four

Plaintiff Initial

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separate checks and mailed overnight delivery with a tracking number to W Law at 1916 3rd Ave, San Diego, California 92101 as follows:

- i. [REDACTED]
- ii. One check in the amount of [REDACTED]
[REDACTED] This amount includes Plaintiff's Two Hundred and Twenty-Five Dollars (\$225.00) or 25% of the \$900 PAGA Settlement.
- iii. One check in the amount of Six Hundred and Seventy-Five Dollars (\$675.00), made payable to the Labor and Workforce Development Agency (LWDA). This amount is the LWDA's 75% of the \$900 PAGA Settlement. Plaintiff shall mail this check to the LWDA with a copy of the order awarding the PAGA civil penalties.
- iv. [REDACTED]

- b. **Payment Timing.** The Settlement Payment shall be made within thirty (30) days after all of the following have occurred: (1) Plaintiff signs this Agreement and returns it to Defendant without revocation; (2) Defendant receives complete and accurate IRS Form W-9 and Form W-4 from Plaintiff and Plaintiff's attorneys and (3) the Effective Date of this Agreement has occurred.
- c. The Parties agree that each Party shall bear their own costs and attorneys' fees in connection with Plaintiff's claims, and any dismissal, judgment and settlement thereto. Each Party agrees to bear its/her own costs and attorneys' fees with respect to this Agreement and Plaintiff's lawsuit (described above), except as provided elsewhere in this Agreement. This Agreement is intended by the Parties to be binding and enforceable in a court of law, including pursuant to California Code of Civil Procedure Section 664.6.
- d. **Dismissal.** In exchange for the Settlement Payment made to Plaintiff under the terms of this Agreement and as a material condition to this Agreement, Plaintiff agrees to take all necessary steps to ensure the arbitrator fully and completely dismisses Plaintiff's individual claims with prejudice, within five (5) business days of receipt of the Settlement Payment. Plaintiff will take all necessary steps to confirm to the arbitrator that the scheduled arbitration should not proceed.

Plaintiff acknowledges that Plaintiff has no right to the Settlement Payment except under this Agreement and that the Settlement Payment constitutes sufficient consideration for Plaintiff's promises and obligations in this Agreement.

3. General Release of Claims. In consideration of the Settlement Payment and other valuable consideration provided herein, Plaintiff shall and hereby does fully release Defendant from any and all legal claims that might arise from acts or omissions that occurred up to and including the Effective Date. This release covers Defendant Caliber Home Loans, Inc. and all of their parent companies, subsidiaries, predecessors, successors, acquirors, affiliates, divisions, and present and former owners, directors, officers, board members, shareholders, employees, attorneys, insurers, accountants, tax advisors, managing agents, agents, investors, assignees, real or alleged alter egos, real or alleged joint employers, purchasers, transferees, assigns, affiliates, and all other representatives of the Company, individually and in their corporate or other representative capacities (hereinafter these released parties are referred to collectively as "**Releasees**"). The claims released here against Releasees include, without limitation:

Frank Ciglar
Plaintiff Initial _____
Page 2

- a. Any claim for damages, fees, costs, equitable relief, restitution, or for any other kind of remedy, arising out of or related to Plaintiff's relationship with and contacts with Defendant or Releasees.
- b. Any claims in federal, state, or local statutory or common law, including ordinances, regulations, and wage orders relating to Plaintiff's employment with the Company and Plaintiff's separation from employment with the Company, including, without limitation: (i) claims for any form of discrimination, harassment, retaliation, wrongful termination, failure to accommodate, failure to provide leave, or notice regarding employment status, including any claims under: the Employee Retirement Income Security Act; the National Labor Relations Act; the Civil Rights Act of 1866, including, but not limited to, Sections 1981 and 1983; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act; the Genetic Information Nondiscrimination Act; the Age Discrimination in Employment Act ("**ADEA**"); the Older Workers Benefit Protection Act ("**OWBPA**"); the Immigration Reform and Control Act; the Worker Adjustment Retraining and Notification Act ("**WARN**"); the Family and Medical Leave Act; the Fair Credit Reporting Act; the Uniformed Services Employment and Reemployment Rights Act; the Occupational Safety and Health Act; the Families First Coronavirus Response Act; any state and local employment laws regarding COVID-19; the California Family Rights Act; the California Government Code; the California Fair Employment and Housing Act; the California Privacy Rights Act; the California Penal Code, as amended; the California Business and Professions Code; the California WARN Act; and the Constitutions of the State of California and the United States; (ii) claims relating to the payment of wages, salary, compensation, or penalties under any local, state, or federal law, statute, regulation, or ordinance, including any claims under: the California Labor Code (including without limitation Section 132a); any California Industrial Welfare Commission Wage Order; the Federal Fair Labor Standards Act; and the Equal Pay Act; (iii) breach of contract; breach of the implied covenant of good faith and fair dealing; violation of any privacy right; defamation; libel; slander; claims for fraud or fraudulent inducement including for entering this Agreement; whistleblower claims; misrepresentation claims; intentional and negligent infliction of emotional distress; (iv) any and all claims for equitable relief, restitution, and other money damages and damages; (v) any and all claims for attorney's fees and/or costs; and (vi) any other legal limitation on the employment relationship. The identification of specific statutes is for purposes of example only, and the omission of any specific statute or law shall not limit the scope of this general release in any manner.
- c. For avoidance of doubt, this Agreement releases any claims Plaintiff may have related to Plaintiff's employment with the Company, including, but not limited to, any claims for severance pay, breach of contract, salary, bonus pay, commissions, incentive pay, overtime pay, meal and rest period premiums, final wages, minimum wages, off-the-clock work, sick leave (including, but not limited to, COVID-19 emergency sick leave), penalties, such as penalties for incorrect wage statements, wages due on termination, or any pay, premium, or penalty provided for under the California Labor Code and any other applicable wage-and-hour statute (collectively "**Wages**"). By accepting this Agreement, Plaintiff acknowledges that the Company disputes any claim Plaintiff may have for Wages, whether known or unknown. Plaintiff does not contend that the Company's dispute is anything other than a bona fide (meaning a genuine and good faith) dispute. Plaintiff agrees that Plaintiff has reported any injuries Plaintiff may have received during the course of Plaintiff's employment.
- d. Plaintiff agrees that, subject to the arbitrator's approval as described in Paragraph 24, this Agreement releases any individual claims Plaintiff may have related to individual penalties under the Private Attorneys General Act (PAGA). Plaintiff warrants and represents that Plaintiff will not assert any individual claims Plaintiff may have for PAGA penalties. This Agreement does not address the representative PAGA claims which are pending in the Superior Court of California, County of Alameda, Case No. 23CV027346 and that the fact of this settlement will not impact Plaintiff's ability to proceed with such case on a representative basis. The Parties

Frank Ciglar

Plaintiff Initial _____
Page 3

agree that, if there is a resolution by settlement of the representative PAGA claims, that this Agreement shall not affect Plaintiff's eligibility for an incentive award.

- e. Plaintiff agrees that, to the extent rights that may exist under any statute or regulation encompassed in this Section cannot be released as a matter of law, Plaintiff waives the right to recover anything under such statutes or regulations to the maximum extent permitted by applicable law, and Plaintiff further agrees to provide reasonable assistance if any released claim requires judicial approval or requires the submission of any documents to any governmental agency, including, but not limited to, the California Labor and Workforce Development Agency.

This release by Plaintiff does not cover any claim or right Plaintiff cannot waive as a matter of law, such as rights to workers' compensation benefits, unemployment benefits, vested benefits under the Company's benefit plans, claims against the Company for breach of its obligations under this Agreement, claims for indemnification, or any claims that might arise after the Effective Date.

Plaintiff represents and warrants, as a material condition to this Agreement, that (i) he has not utilized or provided confidential or trade secret information of Defendant to assist a third-party or competitor, (ii) he will abide by his continuing obligations to not disclose or otherwise use confidential and trade secret information of Defendant, including pursuant to any previously executed confidentiality and non-disclosure agreements with Defendant.

As a material inducement to Plaintiff to enter into this Agreement, Defendant, for itself and each of its current or former successors, agents, representatives, executors and assigns, does hereby irrevocably and unconditionally waive and release and forever discharge Plaintiff with respect to any claims, demands, actions, rights, liens, agreements, contracts, covenants, suits, causes of action, charges, grievances, obligations, debts, costs, expenses, penalties, attorneys' fees, damages, judgments, orders, liabilities, injunctive relief, restitution, liquidated damages, and other legal responsibilities of any kind, known or unknown, suspected or unsuspected, unforeseen, unanticipated, unsuspected, or latent, and whether or not concealed or hidden, based upon any other law, rule, or regulation, whether known or unknown, arising out of or related to his employment by Defendant.

4. Waiver of Unknown Claims. Parties waive (a) all rights that the Parties may have based on any unknown and undiscovered facts, and (b) all rights that are provided for under any law which limits the scope of a release based on unknown facts, including those under California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

5. Promise Not to Sue. Plaintiff represents that, other than the lawsuit currently pending in the Superior Court of California, County of Alameda, Case No. 23CV027346, Plaintiff has not filed any complaints, charges, or lawsuits against the Company or Releasees with any governmental agency (excluding the Securities and Exchange Commission ("**SEC**")) or any court. For avoidance of doubt, this Section and Agreement do not require Plaintiff to disclose or make any representation as to any prior communications or other dealings with the SEC, and nothing in this Section and Agreement prohibits Plaintiff from communicating with or providing information to the SEC under Section 21F of the Securities Exchange Act. Plaintiff agrees that Plaintiff will not initiate any actions (in civil court or arbitration) regarding the claims released under this Agreement, whether on Plaintiff's own behalf or in a class or representative capacity, and will not be a member of a class or other collective mechanism with respect to any released claims (including, but not limited to, claims pursuant to California Business & Professions Code Section 17200 or any unfair competition law of any jurisdiction), and warrants and represents that Plaintiff will take all steps necessary to ensure that Plaintiff is not a member of a class or collective with respect to such claim.

Frank Ciglar

Plaintiff Initial _____
Page 4

6. Promise to Protect Defendant's /Confidential Information. Plaintiff acknowledges that, during Plaintiff's employment with Defendant, Plaintiff received confidential information that belongs to Defendant. Plaintiff represents and warrants that Plaintiff has complied with, and is currently in compliance with, any obligations contained in Plaintiff's March 29, 2021 Confidentiality Agreement (the "**Confidentiality Agreement**"), and Plaintiff hereby reaffirms and agrees that the Confidentiality Agreement is fully valid, supported by mutually agreed-upon consideration, and enforceable and shall remain in full force and effect following this Agreement. There are important limitations on the confidentiality obligations described in this Section, which are set forth in Sections 5 and 9 of this Agreement and contained in 18 U.S.C. § 1833(b), the federal Defend Trade Secrets Act, and nothing in this Agreement or any confidentiality agreement is intended to penalize, prevent, hinder, or discourage any disclosure protected by that section. Accordingly, Plaintiff may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

7. Confidentiality of Settlement Amount. Plaintiff agrees that the amount of the Settlement Payment shall remain confidential to the maximum extent permitted by applicable law. Plaintiff shall not discuss or disclose the Settlement Payment to third parties, except that Plaintiff may disclose the amount of the Payment to Plaintiff's tax and legal advisors and immediate family. Nothing in this Section limits Plaintiff's right to discuss or disclose information as permitted by applicable law and as provided herein. This Agreement does not prohibit, restrict, or impede Plaintiff from exercising rights under the NLRA, including communicating with other current or former employees of the Company or the NLRB about the Agreement and/or about the terms and conditions of employment (including regarding wages, hours or working conditions). If Plaintiff discloses the Settlement Payment as permitted under this Agreement, Plaintiff shall take reasonable steps to ensure that the recipient of this information complies with this confidentiality obligation. This Section is not intended to impose upon Plaintiff the obligation to resist a court order, government order, or subpoena mandating disclosure of the Settlement Payment. However, if this Agreement is intended to be offered for any purpose or pursuant to any compelled production, Plaintiff agrees to notify the Releasees in writing at least seven (7) business days in advance of the proposed production of the Agreement to permit the Releasees to file protective motions or otherwise seek to protect their rights and interests, as necessary. Confidentiality of the amount of the Settlement Payment, is a material term of this Agreement. Notwithstanding this provision, Defendant agrees that the PAGA requires Plaintiff to upload this Agreement containing the proposed PAGA Settlement to the LWDA's publicly accessible website at the same time that it is submitted to the arbitrator for approval pursuant to Labor Code section 2699 and will not constitute a breach of this Agreement. Plaintiff will redact the total amount of the settlement in any filing to the LWDA which includes redacting all amounts in Paragraph 2 above with the sole exception of the amount to the LWDA in Section 2.iii.

8. Non-disparagement and Neutral Job Reference. Plaintiff agrees that Plaintiff will not make any written or oral statements (including on any social media platform) about the Company that are egregiously offensive or knowingly and maliciously false or publicly disparage the Company's or the Releasee's products or services unrelated to any labor controversy or the terms and conditions of Plaintiff's employment. Nothing in this Section prohibits or precludes Plaintiff from addressing work-related issues and sharing information about pay, benefits, and working conditions with coworkers (or former coworkers). Further, the Company does not waive any rights to pursue claims under applicable law for defamation, libel, slander, or similar claims. By signing this Agreement, the Parties agree this provision is mutually agreed upon, represents the preference of the Parties, and mutually benefits the Parties. The Company agrees that, in response to any inquiries by prospective employers, the Company will only provide dates of employment, full-time/part-time status, and job title/position held by Plaintiff during Plaintiff's employment.

9. Lawful Disclosure of Information. Nothing in this Agreement, any confidentiality agreement Plaintiff signed, or any other agreement between Plaintiff and the Company, or any Company policy:

Frank Ciglar

Plaintiff Initial _____
Page 5

- a. Prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination, or any other conduct that Plaintiff has reason to believe is unlawful.
- b. Prohibits, restricts, or impedes Plaintiff from engaging in protected activity under Section 7 of the NLRA, including, but not limited to, discussing the terms and conditions of employment (including wages, hours or working conditions) to the extent such rights cannot be waived by agreement, so long as such information was acquired through lawful means and the information was not entrusted in confidence as part of an employee's job duties.
- c. Prevents Plaintiff from communicating, in any manner, with the SEC (including providing Proprietary Information, as defined in any confidentiality agreement and herein, not otherwise protected from disclosure by any applicable law or privilege, such as the attorney-client privilege) or requires Plaintiff to provide the Company notice when communicating, in any manner, with the SEC.
- d. Prohibits Plaintiff from providing truthful information (including Proprietary Information, as defined by applicable law and/or in any confidentiality agreement, not otherwise protected from disclosure by any applicable law or privilege, such as the attorney-client privilege) or testimony to a governmental, judicial, regulatory, legislative, and/or administrative entity, agency, or court, or to third parties, such as when acting as a witness or participating in a legal investigation.
- e. Prevents Plaintiff from providing testimony as a witness in any proceeding, providing information or testimony as permitted by applicable law, or filing a charge or complaint with, maintaining the confidentiality of, or participating in or assisting with, an investigation or proceeding conducted by the Equal Employment Opportunity Commission, the National Labor Relations Board, the SEC, or any other federal, state, or local agency charged with the enforcement of any laws. By entering into this Agreement, however, Plaintiff is waiving rights to individual relief based on claims asserted in such a charge or complaint. This waiver does not apply if it is otherwise prohibited by law, including whistleblower awards under Section 21F of the Securities Exchange Act. Notwithstanding the foregoing, Plaintiff agrees to waive the right to receive future monetary recovery directly from the Company, other than as set forth in this Agreement. This waiver includes Company payments that result from any complaints or charges that Plaintiff files with any governmental agency or that are filed on Plaintiff's behalf.
- f. Prevents Plaintiff from submitting required information to the LWDA to complete a PAGA Settlement of Plaintiff's individual PAGA claims pursuant to notice and approval requirements of Labor Code section 2699.

10. Return of Company Property. By signing this Agreement, Plaintiff represents and affirms that (a) Plaintiff has returned to the Company all property belonging to the Company, including, but not limited to, Proprietary Information (as defined by applicable law or any confidentiality agreement) and any and all computers, laptops, cell phones, electronic devices, keys, keycards, files, hard-copy documents, documents, emails, chats, information and/or data stored in electronic files and/or electronic storage devices, USB drives, other electronic media, equipment, software, and any and all copies of such Proprietary Information and Company property, both electronic and hard copy, that were in Plaintiff's possession, custody, or control (including on Plaintiff's personal computers, cell phones, email accounts, cloud-based accounts, or other electronic storage devices); (b) Plaintiff no longer possesses or has control over any Company property, including Proprietary Information; and (c) Plaintiff has not made or distributed any copies, duplicates, reproductions, or excerpts of such materials. Plaintiff further agrees to provide the Company with access to all Company-related computer files, software, accounts, computers, laptops, electronic storage devices, and any and all passwords needed to access those items. Plaintiff further represents and affirms that Plaintiff has not used or disclosed any Proprietary Information or other Company property for competitive purposes.

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11. Section 409A. The Parties intend that all payments and benefits in this Agreement are exempt from Section 409A of the US Internal Revenue Code of 1986, as amended (the "**Code**"), and any ambiguities will be interpreted to the greatest extent possible consistent with that intention. To the extent not so exempt, the Parties intend that all payments and benefits comply with Section 409A, and any ambiguities will be interpreted to the greatest extent possible consistent with that intention. Every payment, installment, and benefit payable under this Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. Plaintiff shall have no right to control the timing of the payments under this Agreement. Notwithstanding anything to the contrary in this Agreement, the Company makes no guarantee or representation that payments provided for under this Agreement will be exempt from, or comply with, Section 409A and the Treasury Regulations promulgated thereunder.

12. Tax Consequences. The Company makes no representations or warranties with respect to the tax consequences of the payments and any other consideration provided to Plaintiff or made on Plaintiff's behalf under the terms of this Agreement. Plaintiff agrees and understands that Plaintiff is responsible for payment, if any, of local, state, and/or federal taxes on the payments and any other consideration provided hereunder by the Company and any penalties or assessments thereon. Plaintiff further agrees to indemnify and hold the Company and Released Parties harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agency against the Company and Released Parties for any amounts claimed due on account of (a) Plaintiff's failure to pay or delayed payment of federal or state taxes, or (b) damages sustained by the Company and Released Parties by reason of any such claims, including attorney's fees and costs.

13. Right to Legal Advice and ADEA Consideration Period. This Agreement is intended to comply with the OWBPA for the release of claims under the ADEA. Plaintiff acknowledges that Plaintiff is entitled to twenty-one (21) days to consider whether to sign this Agreement ("**Consideration Period**"). By accepting this Agreement, Plaintiff acknowledges and agrees that Plaintiff is waiving rights and claims under the ADEA, as well as any similar state law. Plaintiff may sign this Agreement or reject it at any time during the Consideration Period. If Plaintiff signs this Agreement before the Consideration Period has ended, Plaintiff has voluntarily waived any remaining Consideration Period and does so on a knowing and voluntary basis. The Consideration Period allows Plaintiff time to consider whether to execute this Agreement and to seek the advice of legal counsel or other advisors to be able to make an informed decision. Plaintiff has the right—and is hereby advised in writing—to consult an attorney about this Agreement before signing it. Plaintiff and the Company agree that any changes, whether material or immaterial, do not restart the running of the twenty-one (21) day period, as permitted under applicable law. Plaintiff understands that it is Plaintiff's voluntary decision to sign before the end of the Consideration Period. For the avoidance of doubt, this Consideration Period is inclusive of the time to review the Agreement as set forth in California Government Code Section 12964.5. Plaintiff acknowledges and agrees that Plaintiff was represented fairly and adequately by legal counsel of Plaintiff's choosing in connection with this matter and in entering into this Agreement. Plaintiff has consulted with, been advised by, and is represented in connection with, and prior to executing, this Agreement. The Parties acknowledge and agree that this Agreement is the result of negotiations between the Parties, through their counsel.

14. Revocation of Agreement. Within seven (7) days of signing this Agreement, Plaintiff may revoke it. This Agreement will not become effective and enforceable, and Plaintiff will not receive the Settlement Payment, unless and until the seven (7)-day revocation period passes without such a written revocation. If Plaintiff decides to revoke this Agreement, the revocation must be made in writing and delivered during the seven (7)-day period to counsel for Defendant.

15. Effective Date. This Agreement becomes effective and binding: (i) eight (8) days after Plaintiff signs and returns the fully and properly executed Agreement to the Company, so long as Plaintiff has not revoked it, (ii) it has been executed by Defendant, and (iii) the arbitrator has approved the individual PAGA portion of this Agreement ("**Effective Date**").

16. Attorney's Fees. In the event that Defendant does not pay the Settlement Payment and it becomes necessary for Plaintiff to file a legal action to interpret or enforce this Agreement, then the prevailing Party in such an action shall be entitled to its reasonable legal fees, including reasonable attorneys' fees, reasonable expert fees, and costs. Otherwise, each Party shall be solely responsible for

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his, her, their, or its own attorney's fees and costs in the event of any litigation or other dispute between them concerning the application, enforcement, or effect of this Agreement, including any action to recover damages or other relief based on claims released by this Agreement. The Parties expressly waive any right to recover attorney's fees and costs in any such litigation or dispute.

17. Amendment. This Agreement may not be modified or amended except in writing signed by Plaintiff and an authorized executive of the Company.

18. Choice of Law. The laws of the State of California, without respect to its provisions for conflict of laws, shall govern this Agreement.

19. Severability. If any provision in this Agreement is found to be illegal or unenforceable, it will not affect the remaining provisions, and the rest of this Agreement shall continue in effect to the fullest extent possible. Any tribunal of competent jurisdiction shall have the power to modify any illegal or unenforceable provision as necessary to comply with applicable law and to make this Agreement enforceable to the maximum extent allowed. If any portion of this Agreement or the entire Agreement is found illegal, unenforceable, or invalid, the Parties agree to enter into a new agreement whereby Plaintiff agrees to a valid, full, and general release of claims.

20. No Admissions. The Parties agree that entering into this Agreement and their negotiations regarding this Agreement shall not be deemed or construed as an admission of fault, liability, or the truth of any claim, demand, charge, cause of action, or alleged fact relating to the subject matter and terms of this Agreement.

21. Entire Agreement. This is the entire Agreement between Plaintiff and Defendant relating to the subject matter hereof, and all other communication regarding settlement, with the exception of any previously executed confidential information agreement, which shall remain in effect.

22. Knowing and Voluntary Agreement. Plaintiff has read this Agreement, and understands its terms, including the fact that it releases any claim Plaintiff might have against the Company, including claims under the ADEA. Plaintiff acknowledges Plaintiff has not relied on any statement or promise that is not written in this Agreement. Plaintiff enters into this Agreement voluntarily and was not coerced into signing it; Plaintiff agrees to all the Agreement's terms and significance knowingly, deliberately, without duress or reservation of any kind, and after having given the matter full and careful consideration. Plaintiff understands Plaintiff is not waiving any rights or claims that may arise after the date this Agreement takes effect, and Plaintiff is executing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which Plaintiff is otherwise entitled. Plaintiff was advised in writing, through this Agreement, to consult with an attorney of Plaintiff's choice about this Agreement, and Plaintiff has had an opportunity to consult counsel of Plaintiff's choice, if Plaintiff so desires, and Plaintiff has either done so or voluntarily chosen not to do so.

23. Counterparts; Electronic Signature. This Agreement may be executed in counterparts and each counterpart, when executed, shall have the legal effect of a second original. Photographic or facsimile copies of any such signed counterparts may be used in lieu of the original for any purpose. The Parties mutually agree that either Party may use electronic signature technology to expedite the execution of this Agreement, pursuant to the Electronic Signatures in Global National Commerce Act, the Uniform Electronic Transaction Act, California Civil Code Section 1633.7, and/or any other applicable state or local law, and such electronic signatures will be enforceable as if original/handwritten.

24. PAGA Approval. The PAGA Settlement civil penalties amount for Plaintiff's individual PAGA claims shall be Nine Hundred Dollars (\$900) in civil penalties based on the 9 pay periods which Plaintiff alleges are within the PAGA statute of limitations period for Plaintiff's individual PAGA claims from February 3, 2022, to May 2022. 75% or \$675 shall be payable to the LWDA and 25% or \$225 shall be payable to Plaintiff. The PAGA Settlement does not resolve or affect Plaintiff's non-individual/ representative PAGA claims that are currently pending in Court. Plaintiff shall: (i) draft a stipulation and order for the arbitrator to approve the PAGA Settlement, (ii) upload this Agreement, with the amounts (other than the PAGA payment amount) redacted in Paragraph 2, containing the proposed PAGA Settlement to the LWDA's website at the

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same time it is submitted to the arbitrator for approval, (iii) upload the arbitrator's order approving the PAGA Settlement within 10 days after the arbitrator approves, and (iv) mail Defendant's \$675 check to the LWDA for its portion of the PAGA civil penalties with a copy of the arbitrator's order approving the PAGA Settlement.

AGREEING TO AND ACCEPTING ALL OF THE PRECEDING TERMS:

Frank Ciglar

Frank Ciglar

Signature

07 / 01 / 2025

Date

Caliber Home Loans, Inc.

Signed by:

Mayra Williamson

1E1DB1700B43485...

Signature of Company Representative

Mayra Williamson HR Risk

Printed Name

07 July 2025

Date

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Audit trail

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07 / 01 / 2025

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Sent for signature to Frank Ciglar (fciglar@me.com) from
jason@wlawinc.com
IP: 72.214.58.254



VIEWED

07 / 02 / 2025

00:13:40 UTC

Viewed by Frank Ciglar (fciglar@me.com)
IP: 23.93.150.92



SIGNED

07 / 02 / 2025

04:53:29 UTC

Signed by Frank Ciglar (fciglar@me.com)
IP: 23.93.150.92



COMPLETED

07 / 02 / 2025

04:53:29 UTC

The document has been completed.

EXHIBIT 3

Subject: Thank you for your Proposed Settlement Submission
Date: Monday, July 7, 2025 at 11:56:11 AM Pacific Daylight Time
From: DIR PAGA Unit <no-reply@formassembly.com>
To: Jason Whooper <jason@wlawinc.com>

07/07/2025 11:55:48 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)