FORM EXEMPT UNDER 44 U.S.C 3512

INTERNET
FORM NLRB-501
(2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

07-CA-297897	Date Filed 6-17-2022

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
United Wholesale Mortgage

b. Tel. No.
800-981-8898

c. Cell No.

f. Fax No.

d. Address *(Street, city, state, and ZIP code)*
585 South Blvd. E.
Pontiac, MI 48341

e. Employer Representative

g. e-Mail
info@uwm.com

h. Number of workers employed
250+

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Mortgage lending

j. Identify principal product or service
Mortgage loans

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*

Within the last six months and continuing to date, the above-named employer has maintained an "employment agreement" that unlawfully prohibits former employee (b) (6), (b) (7)(C) from discussing [redacted] former employer in any critical or negative manner, including any aspect of company affairs, activities, personnel, or operations. The employer's action is unlawfully calculated to cause employees and former employees from refraining in engaging in protected and concerted activities. Upon information and belief, the employer maintains identical "employment agreements" for many other current and former employees.

By the above and other acts and conduct, the Employer interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
(b) (6), (b) (7)(C)

4a. Address *(Street and number, city, state, and ZIP code)*
(b) (6), (b) (7)(C)

4b. Tel. No.
(b) (6), (b) (7)(C)

4c. Cell No.

4d. Fax No.

4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit *(to be filled in when charge is filed by a labor organization)*

6. DECLARATION
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By _____ Matthew J. Clark, Attorney for Charging Party
(signature of representative or person making charge) *(Print/type name and title or office, if any)*

Address Gregory, Moore, Brooks & Clark, P.C., 28 W. Adams Ave., Ste. 300, Detroit, MI 48226

6/17/22
(date)

Tel. No.
313-964-5600

Office, if any, Cell No.

Fax No.
313-964-2125

e-Mail
matt@unionlaw.net

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 7
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 05-200
Detroit, MI 48226

Agency Website: www.nlrb.gov
Telephone: (313)226-3200
Fax: (313)226-2090

Download
NLRB
Mobile App

June 21, 2022

United Wholesale Mortgage
585 South Boulevard, East
Pontiac, MI 48341

Re: United Wholesale Mortgage
Case 07-CA-297897

Dear Sir or Madam:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney Patricia A. Fedewa whose telephone number is (313)335-8053. If this Board agent is not available, you may contact Supervisory Examiner Jason E. Knepp whose telephone number is (313)335-8028.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not

enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Correspondence: All documents submitted to the Region regarding your case MUST be filed through the Agency's website, www.nlrb.gov. This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. Please ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlrb.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

Elizabeth Kerwin
Regional Director

Enclosures:
1. Copy of Charge
2. Commerce Questionnaire

FORM NLRB-5081
(3-11)

NATIONAL LABOR RELATIONS BOARD

Patricia A. Fedewa

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME	CASE NUMBER
United Wholesale Mortgage	07-CA-297897

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

2. TYPE OF ENTITY

[ ] CORPORATION [ ] LLC [ ] LLP [ ] PARTNERSHIP [ ] SOLE PROPRIETORSHIP [ ] OTHER (Specify)

3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION OR FORMATION	B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS *(Products handled or manufactured, or nature of services performed).*

7A. PRINCIPAL LOCATION:	7B. BRANCH LOCATIONS:

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL:	B. AT THE ADDRESS INVOLVED IN THIS MATTER:

9. DURING THE MOST RECENT *(Check the appropriate box):* [ ] **CALENDAR** [ ] **12 MONTHS** or [ ] **FISCAL YEAR** *(FY DATES _____)*

	YES	NO
A. Did you **provide services** valued in excess of $50,000 directly to customers outside your State? If no, indicate actual value. $_____		
B. If you answered no to 9A, did you **provide services** valued in excess of $50,000 to customers in your State who purchased goods valued in excess of $50,000 from directly outside your State? If no, indicate the value of any such services you provided. $_____		
C. If you answered no to 9A and 9B, did you **provide services** valued in excess of $50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than $50,000, indicate amount. $_____		
D. Did you **sell goods** valued in excess of $50,000 directly to customers located outside your State? If less than $50,000, indicate amount. $_____		
E. If you answered no to 9D, did you **sell goods** valued in excess of $50,000 directly to customers located inside your State who purchased other goods valued in excess of $50,000 from directly outside your State? If less than $50,000, indicate amount. $_____		
F. Did you **purchase and receive goods** valued in excess of $50,000 from directly outside your State? If less than $50,000, indicate amount. $_____		
G. Did you **purchase and receive goods** valued in excess of $50,000 from enterprises who received the goods directly from points outside your State? If less than $50,000, indicate amount. $_____		
H. **Gross Revenues** from all sales or performance of services ***(Check the largest amount)*** [ ] $100,000 [ ] $250,000 [ ] $500,000 [ ] $1,000,000 or more If less than $100,000, indicate amount.		
I. **Did you begin operations within the last 12 months?** If yes, specify date: _____		

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

[ ] YES [ ] NO *(If yes, name and address of association or group).*

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE *(Type or Print)*	SIGNATURE	E-MAIL ADDRESS	DATE

PRIVACY ACT STATEMENT

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UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

UNITED WHOLESALE MORTGAGE Charged Party and (b) (6), (b) (7)(C) Charging Party	**Case 07-CA-297897**

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on June 21, 2022**,** I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

United Wholesale Mortgage
585 South Boulevard, East
Pontiac, MI 48341

Matthew J. Clark, Attorney
Gregory, Moore, Brooks & Clark, P.C.
28 West Adams Avenue
Suite 300
Detroit, MI 48226

(b) (6), (b) (7)(C)

June 21, 2022

Date

Carol A. KoperEnter , Designated Agent of NLRB

Name

/s/ Carol A. Koper

Signature

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 7
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 05-200
Detroit, MI 48226

Agency Website: www.nlrb.gov
Telephone: (313)226-3200
Fax: (313)226-2090

Download
NLRB
Mobile App

June 21, 2022

(b) (6), (b) (7)(C)
[redacted]

Re: United Wholesale Mortgage
Case 07-CA-297897

Dear (b) (6), (b) (7)(C) [redacted]:

The charge that you filed in this case on June 17, 2022 has been docketed as case number 07-CA-297897. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney Patricia A. Fedewa whose telephone number is (313)335-8053. If this Board agent is not available, you may contact Supervisory Examiner Jason E. Knepp whose telephone number is (313)335-8028.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to

take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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We can provide assistance for persons with limited English proficiency or disability.

Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

Elizabeth Kerwin
Regional Director

cc: Matthew J. Clark, Attorney
Gregory, Moore, Brooks & Clark, P.C.
28 West Adams Avenue
Suite 300
Detroit, MI 48226

FORM NLRB-4701
(9-03)

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

United Wholesale Mortgage

and

Gregory, Moore, Brooks & Clark, P.C.

CASE 07-CA-297897

United Wholesale Mortgage

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF

United Wholesale Mortgage

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: DeAndre Harris

MAILING ADDRESS: 150 Ottawa Ave NW,Suite 1500
Grand Rapids MI

E-MAIL ADDRESS: dharris@wnj.com

OFFICE TELEPHONE NUMBER: 6167522000

CELL PHONE NUMBER: _____ *FAX:* _____

SIGNATURE: Dea Harris
(Please sign in ink.)

DATE: Monday, June 27, 2022 11:46 AM Eastern Standard Time

[1] IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

FORM NLRB-4701
(9-03)

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

(b) (6), (b) (7)(C)

and

United Wholesale Mortgage

CASE 07-CA-297897

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF United Wholesale Mortgage

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Brooke E. Niedecken

MAILING ADDRESS: 41 South High Street, Suite 3250, Columbus, Ohio 43215

E-MAIL ADDRESS: bniedecken@littler.com

OFFICE TELEPHONE NUMBER: 614.463.4214

CELL PHONE NUMBER: 614.406.1315 *FAX:* 614.737.5339

SIGNATURE: /s/ Brooke E. Niedecken
(Please sign in ink.)

DATE: March 17, 2023

[1] IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

1st Amended CHARGE

FORM EXEMPT UNDER 44 U.S.C 3512

INTERNET
FORM NLRB-501
(2-08)

Amended

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
07-CA-297897	Date Filed 3/23/2023

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
United Wholesale Mortgage, LLC

b. Tel. No.
800-981-8898

c. Cell No.

f. Fax No.

d. Address *(Street, city, state, and ZIP code)*
585 South Blvd. E.
Pontiac, MI 48341

e. Employer Representative

g. e-Mail
info@uwm.com

h. Number of workers employed
250+

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Mortgage lending

j. Identify principal product or service
Mortgage loans

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*

Within the last six months and continuing to date, the above-named employer has maintained an "employment agreement" that unlawfully prohibits former employee (b) (6), (b) (7)(C) from discussing [redacted] former employer in any critical or negative manner, including any aspect of company affairs, activities, personnel, or operations. The employer's action is unlawfully calculated to cause employees and former employees from refraining in engaging in protected and concerted activities. Upon information and belief, the employer maintains identical "employment agreements" for many other current and former employees.

By the above and other acts and conduct, the Employer interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
(b) (6), (b) (7)(C)

4a. Address *(Street and number, city, state, and ZIP code)*
(b) (6), (b) (7)(C)

4b. Tel. No.
(b) (6), (b) (7)(C)

4c. Cell No.

4d. Fax No.

4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit *(to be filled in when charge is filed by a labor organization)*

6. DECLARATION
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By _____ Matthew J. Clark, Attorney for Charging Party
(signature of representative or person making charge) *(Print/type name and title or office, if any)*

Address Gregory, Moore, Brooks & Clark, P.C., 28 W. Adams Ave., Ste. 300, Detroit, MI 48226

3/23/23
(date)

Tel. No.
313-964-5600

Office, if any, Cell No.

Fax No.
313-964-2125

e-Mail
matt@unionlaw.net

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 7
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 05-200
Detroit, MI 48226

Agency Website: www.nlrb.gov
Telephone: (313)226-3200
Fax: (313)226-2090

Download NLRB Mobile App

March 27, 2023

United Wholesale Mortgage
585 South Boulevard, East
Pontiac, MI 48341

Re: United Wholesale Mortgage
Case 07-CA-297897

Dear Sir or Madam:

Enclosed is a copy of the first amended charge that has been filed in this case.

Investigator: This charge is being investigated by Field Attorney Patricia A. Fedewa whose telephone number is (313)335-8053. If the agent is not available, you may contact Supervisory Field Attorney Mary Beth Foy whose telephone number is (313)335-8055.

Presentation of Your Evidence: As you know, we seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations in the first amended charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: Pursuant to Section 102.5 of the Board's Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency's web site (www.nlrb.gov). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determination on the merits solely based on the evidence properly submitted. All evidence submitted electronically should be in the form in which it is normally used and maintained in the

course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

If the Agency does not issue a formal complaint in this matter, parties will be notified of the Regional Director's decision by email. Please ensure that the agent handling your case has your current email address.

Very truly yours,

Elizabeth Kerwin
Regional Director

Enclosure: Copy of first amended charge

cc: DeAndre Harris, Esq.
Warner Norcross & Judd LLP
150 Ottawa Avenue NW, Suite 1500
Grand Rapids, MI 40953

Brooke E. Niedecken, Esq.
Littler Mendelson, P.C.
41 S High Street, Suite 3250
Columbus, OH 43215

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

UNITED WHOLESALE MORTGAGE Charged Party and (b) (6), (b) (7)(C) [redacted] Charging Party	**Case 07-CA-297897**

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on March 27, 2023**,** I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

DeAndre Harris, Esq.
Warner Norcross & Judd LLP
150 Ottawa Avenue NW, Suite 1500
Grand Rapids, MI 40953

Brooke E. Niedecken, Esq.
Littler Mendelson, P.C.
41 S High Street, Suite 3250
Columbus, OH 43215

United Wholesale Mortgage
585 South Boulevard, East
Pontiac, MI 48341

March 27, 2023
Date

Linda Davis, Designated Agent of NLRB
Name
Linda Davis

Signature

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 7
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 05-200
Detroit, MI 48226

Agency Website: www.nlrb.gov
Telephone: (313)226-3200
Fax: (313)226-2090

Download NLRB Mobile App

March 27, 2023

(b) (6), (b) (7)(C)

Re: United Wholesale Mortgage
Case 07-CA-297897

Dear (b) (6), (b) (7)(C):

We have docketed the first amended charge that you filed in this case.

Investigator: This charge is being investigated by Field Attorney Patricia A. Fedewa whose telephone number is (313)335-8053. If the agent is not available, you may contact Supervisory Field Attorney Mary Beth Foy whose telephone number is (313)335-8055.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. If you have additional evidence regarding the allegations in the first amended charge and you have not yet scheduled a date and time for the Board agent to obtain that evidence, please contact the Board agent to arrange to present that evidence. If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: Pursuant to Section 102.5 of the Board's Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency's web site (www.nlrb.gov). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determination on the merits solely based on the evidence properly submitted. All evidence

submitted electronically should be in the form in which it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

If the Agency does not issue a formal complaint in this matter, parties will be notified of the Regional Director's decision by email. Please ensure that the agent handling your case has your current email address.

Very truly yours,

Elizabeth Kerwin
Regional Director

cc: Matthew J. Clark, Attorney
International Union Security, Police and
Fire Professionals of America (SPFPA)
28 W Adams Ave., Ste 300
Detroit, MI 48226

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION SEVEN

UNITED WHOLESALE MORTGAGE, LLC d/b/a
UWM FINANCIAL SERVICES, LLC,
Respondent

and **Case 07-CA-297897**

(b) (6), (b) (7)(C) **, an Individual**

Charging Party

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by the Charging Party. It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Respondent has violated the Act as described below.

1. (a) The charge in this proceeding was filed by the Charging Party on June 17, 2022, and a copy was served on Respondent by U.S. mail on June 21, 2022.

(b) The first amended charge in this proceeding was filed by the Charging Party on March 27, 2023, and a copy was served on Respondent by U.S. mail on the same date.

2. At all material times, Respondent has been a limited liability company with an office and place of business in Pontiac, Michigan (Pontiac facility), and has been engaged in the operation of a mortgage lending business.

3. (a) In conducting its operations during the calendar year ending December 31, 2022, a representative period, Respondent derived gross revenues in excess of $500,000.

(b) During the period of time described above in paragraph 3(a), Respondent purchased and received at its Pontiac facility goods valued in excess of $5,000 directly from points outside the State of Michigan.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

4. At all material times, (b) (6), (b) (7)(C) held the position of (b) (6), (b) (7)(C) and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act, and an agent of Respondent within the meaning of Section 2(13) of the Act.

5. During the six months prior to the filing of the charge in this proceeding, Respondent has maintained an Employment Agreement that contains the following overly

broad or otherwise unlawful rules and definitions:

(a) **25. Return of Company Property & Information.** All "**Company Records**" and all "**Company Equipment**" (as those terms are defined in Attachment A) are and shall remain the sole and exclusive property of the Company (even if Employee is permitted to use such equipment from home or remotely). Upon the termination, resignation, or separation of employment for any reason, Employee shall immediately return and deliver to the Company all Company Records and Company Equipment in his or her possession, custody or control without demand from the Company (and even if Employee placed such Company Records and/or Company Equipment in the possession of others). Without limiting the foregoing: all lists, compilations and/or documents containing information pertaining to the Company's past or current Customers, the Company's prospective Customers, and the Company's employees (irrespective of the form or medium in which such information is stored) are the sole and exclusive property of the Company whether or not the list is compiled internally or purchased from outside the Company and whether or not the list or information concerning past or current Customers, prospective Customers, or employees is compiled or originated by the Employee. All Company Records and Company Equipment are to be used solely and exclusively for Company business purposes and for no other purpose and will be monitored and inspected by the Company on a regular basis, and by signing this Agreement, Employee hereby consents to such monitoring and inspection. Any Company Records or Company information/data stored on Employee's personal computer (or any other non-company device) remains the Company's property and is subject to inspection and retrieval by the Company, and shall be returned to the Company in the event Employee is no longer employed by the Company for any reason. The Company is not responsible for nor required to search for, parse, save or return to the Employee any non-Company or personal information or data stored on Company Equipment (including, but not limited to, a Company assigned laptop computer or home computer) and all such information is subject to inspection and retrieval by the Company. If Employee is permitted to access the Company's computer network from home or elsewhere, either on his or her own computer or a Company provided computer, Employee shall exercise extraordinary care and shall bear full responsibility to ensure that no other persons have access to or can gain access to the Company's network or any Proprietary & Confidential Information. The Company reserves all rights to terminate access to its Company's computer network at any time for any reason. Employees utilizing their own office equipment (e.g., computers) are responsible for obtaining their own insurance to insure against any loss to such equipment. Employee is responsible for, and hereby agrees to reimburse the Company for, the full replacement cost for any and all Company Equipment assigned to Employee that is lost, misplaced, stolen, damaged, or destroyed, if Employee cannot produce the Company Equipment when requested by the Company, or if Employee fails to immediately return the Company Equipment after he or she is no longer employed by the Company for any reason. Employee may not lend or transfer Company Equipment to anyone, and Employee accepts full responsibility for doing so. All phone numbers and URLs assigned to the Company Equipment, and all data, calls and messages received by such devices are, and shall remain, the sole and exclusive property of the Company. The obligations in this Section 25 shall continue to remain in effect and shall be binding upon Employee at all times during his or her

employment with the Company and after his or her employment with the Company ends for any reason(s).

(b) **26. <u>Communications.</u>** The Employee hereby agrees as follows:

(a) <u>Media & Press Inquiries</u>. All news, media and press inquiries pertaining to the internal business affairs of the Company or any of the Company's leaders shall be treated as Proprietary & Confidential Information and all such inquiries shall be directed to the Company's CEO. Employee is not permitted to make any public statement on behalf of the Company, or to express the views or opinions of the Company in any public statement, without the express written permission of the Company.

(c) **26. <u>Communications.</u>** The Employee hereby agrees as follows:

(b) <u>Non-Disparagement</u>. The Company has internal procedures for complaints and disputes to be addressed and resolved. Employee will not (nor will Employee cause or cooperate with others to) publicly criticize, ridicule, disparage or defame the Company or its products, services, policies, directors, officers, owners, or employees, with or through any written or oral statement or image (including, but not limited to, any statements made via websites, blogs, postings to the internet, or emails and whether or not they are made anonymously or through the use of a pseudonym). Employee agrees to provide full cooperation and assistance in assisting the Company to investigate such statements if the Company reasonably believes that Employee is a source of or has information pertaining to such statements. The foregoing does not apply to legally privileged statements made to governmental or law enforcement agencies.

(d) **26. <u>Communications.</u>** The Employee hereby agrees as follows:

(c) <u>Social Media</u>. In the event that Employee is provided access by the Company to any social media outlet, including but not limited to Facebook, Twitter, and/or any blogs, through Company Equipment, Employee agrees that he or she shall: (a) be responsible for all content posted to such social media outlet; (b) not post any financial, confidential, sensitive or proprietary information about USFS or any of USFS's clients on such social media outlet; (c) not infringe on any copyrights or trademarks through the use of such social media outlet; (d) preface all opinions posted on such social media outlet as not being representative of the opinions of USFS; and (e) not post any inappropriate language or material of any kind on such social media outlet.

(e) **Attachment A – <u>Definitions Incorporated into Employment Agreement</u>** …
"Proprietary & Confidential Information" means: (a) non-public information relating to or regarding the Company's business, personnel, Customers, operations or affairs; (b) non-public information which the Company labeled or treated as confidential, proprietary, secret or sensitive business information, or which Employee reasonably knows or should have known is or should be treated as confidential and/or proprietary information; (c) information that is not

generally known to the public or others in the industry and gives the Company a competitive advantage; (d) information that is expensive and/or burdensome to compile or is compiled through proprietary methods, whether compiled by the Company or acquired as such; (e) all non-public Customer, applicant and prospect information; (f) Trade Secrets of the Company; (g) non-public information pertaining to the Company's Intellectual Property & Inventions; and (h) information that was otherwise Proprietary & Confidential Information of the Company but which was disclosed or disseminated in violation of this Agreement. "Proprietary & Confidential Information" includes, but is not limited to, the following categories of information, irrespective of the medium in which it is stored (e.g., hardcopy, electronic file, database, digitally, on disk, in memory, in a document, email, voicemail, wave file, etc.) and irrespective of whether it is the original, duplicate or in draft form:

• Customer and Applicant Information including, but not limited to: all Customer or applicant loan file information (including personal duplicate or shadow files), personal and/or financial information of Customers or applicants, including phone numbers, credit scores, financial information, appraisals, tax returns, cell phone numbers, home addresses, and email addresses; all application information and loan approval/denial status; and all lists, data and compilations pertaining to Customers and applicants of the Company;

• Customer Inquiry Information including, but not limited to, all information submitted by a Customer or applicant; all lead information; all data and compilations pertaining to prospects, leads, and inquiries; all information pertaining to the sources of inquiries or leads; and conversion information (whether or not any of such information is originated by the Company or obtained through outside sources);

• Company Financial Information including, but not limited to, the Company's financial, revenue, cost, tax, banking, sales, compensation, expenses, budgets, forecasts and margins data, metrics and information; financial statements, balance sheets, and general ledger reports, data and work papers; "Loan Pricing, Information" (i.e., formulas, margins, methodologies by which the Company determines par pricing, buy-downs/buy-ups, discount points, loan interest rate structure, etc. in relation to secondary market transactions); hedging, sales, hedging information data, and metrics; annual or semi-annual reports; audit and un-audited financial information; internal and external audit reports; credit, accounting information, and marketing information, metrics and data, reports and information pertaining to loan origination and closings, business marketing and product plans; business strategies, expense reports, advertising budgets and plans, methods of operation, expansion plans, data, and data compilations; information concerning financial arrangements with outside lending institutions and investors; the identity of and terms of agreements and

contracts with vendors and suppliers;

• Company Business, Marketing and Advertising Information and Plans including, but not limited to: the Company's training and operations manuals and materials; training recordings and videos; need analysis techniques; templates and methodologies; marketing plans, strategies, analysis, compilations, metrics, summaries, predictions, projections; marketing and advertising budgets, expenses, costs and plans; all web-related data and metrics including web performance, hits, visits and conversion ratios; all data and metrics on any and all lead and call sources, lead source mix, and contract terms; marketing related intellectual property, trade secrets and know-how; prospective business opportunities, investments, mergers, acquisitions, and/or business combinations involving the Company (or any officer, director or executive thereof); information and lists concerning Referral Sources, computer programs, internal business reports (including, without limitation, pipeline reports, lock/expiration reports, closed loan reports, warehousing reports, application aging reports, and the like);

• Company Operations Information including, but not limited to, the Company's individual and aggregate loan data or loan underwriting information, loan servicing data, loan origination data, conversion rates, fallout rates, loan pricing information and loan sales data, loan pricing information, policies and plans, hedging policies, methodologies, vendor information, agreements and lists, plans, research, ideas, inventions and concepts;

• Company Computer and Network Information including, but not limited to, the Company's passwords, codes, processes, methods, technology, software, and hardware; security systems; projects and development plans; research, engineering or technical expertise; designs, drawings, diagrams, flow charts, schematics, specifications, methods, techniques, processes and procedures; and network and computer hardware configurations, peripherals, telecom, voice and data networks, network systems and devices, and software products (including software in various stages of development and design);

• Personnel Information including, but not limited to, all personnel lists, rosters, personal information of co-workers, managers, executives and officers; handbooks; personnel files; and personnel information such as home phone numbers, cell phone numbers, addresses, and email addresses;

• Personal Information Pertaining to Company Executives and Officers including, but not limited to, personal and family information, personal financial information, investment and investment opportunities, background information, personal activities, information pertaining to the work and non-work schedules, contacts, meetings, meeting attendees, travel, home phone numbers, cell phone numbers, addresses, and email addresses;

• Proprietary & Confidential Information Pertaining To Related Companies including, but not limited to, Shore Mortgage Affiliates, Shore Affiliates, UWMCO, UWM, Complete Mortgage Training School, Complete Real Estate School, Shore Marketing, Shore Income Tax Services, United Wholesale Mortgage, Inc., United Wholesale Mortgage and Shore Mortgage, or any related or affiliated companies or business opportunities that Employee acquires knowledge of during the course of Employee's employment under this Agreement;

• Information Provided By Or Pertaining To Third-Parties with whom the Company has entered into a non-disclosure agreement obligating the Company and its employees to treat and maintain the confidentiality of the information provided by such third-party person, business, or entity; and

• All Internal Company Communications including, but not limited to, memos, presentations, emails, voicemails, faxes, postings, instant messages, text messages, intranet website content, and web-casts

(f) To the extent they reference "proprietary and confidential information," as defined above in paragraph 5(f), the following rules maintained by Respondent in the Employment Agreement are overly broad or otherwise unlawful:

(i) **5. <u>Compliance with Applicable Laws, Regulations, Policies & Rules</u>.**

(ii) **7. <u>Full-Time & Outside Employment</u>.**

(iii) **12. <u>Proprietary & Confidential Information</u>.**

(iv) **18. <u>Maintaining Privacy, Confidentiality & Security of Customer & Company Information</u>.**

(v) **20. <u>Liquidated Damages for Breach of Non-Competition Covenant</u>.**

(vi) **22. <u>Liquidated Damages for Solicitation of Company Personnel</u>.**

(vii) **23. <u>Non-Solicitation of Customers & Others</u>.**

(viii) **25. <u>Return of Company Property & Information</u>.**

(ix) **26. <u>Communications</u>.**

6. (a) During the six months prior to the filing of the charge in this

proceeding, Respondent has maintained an Employment Agreement that contains the following arbitration clause:

> **32. <u>Arbitration</u>.** If a material dispute arises under this Agreement, other than a breach by the Employee of Sections 8 and 12 through 26, inclusive, for which the Company shall be entitled to equitable relief, the parties shall submit such dispute to binding arbitration and such arbitration shall otherwise comply with and be governed by the provisions of the expedited employment arbitration rules of the American Arbitration Association; but if such rules are not then in effect, then by the Uniform Arbitration Act, being MCLA Section 600.5001, et seq. or any successor act. If the Company and Employee are unable to agree upon the selection of a single arbitrator within fifteen (15) days following the submission of a claim to arbitration, then the Employee and Company shall each select one (1) arbitrator within ten (10) days thereafter, and the arbitrators so selected shall agree on a mutually satisfactory neutral arbitrator within ten (10) business days thereafter who shall serve as the sole arbitrator. The Company and Employee shall each have the right to be represented by counsel in such proceedings and shall each be afforded reasonable discovery by the arbitrators in connection therewith. Employee must request arbitration in writing within six (6) months of the date of termination or accrual of the claim, or within a shorter period of time if one is prescribed by the statute upon which Employee's claim is based. Failure to do so shall result in Employee's claim being waived, and Employee hereby expressly waives any statute of limitations which is longer than six (6) months. Any award by arbitration pursuant to the terms of this Agreement, shall contain findings of fact and conclusions of law and be final, non-appealable to the maximum extent permitted by law, binding upon the parties, and may be entered as a judgment and enforced by any court of competent jurisdiction. The arbitrators' authority will be limited to determining whether the Company's action in terminating the Employee and/or the Agreement was unlawful under applicable federal, state and local statutory or common law. In reaching a decision, the arbitrators will interpret, apply and be bound by all applicable Company manuals, rules, policies, procedures, and by all applicable federal, state or local laws. The arbitrators will have no authority to add to, detract from, change or modify any law, manual, rule policy or procedure in any respect. Nor will the arbitrators have authority to consider or decide any matters which are the sole responsibility of the Company in the conduct of its business. If the arbitrators find that the Employee violated any lawful Company rule, policy or procedure, the disciplinary action and/or termination of employment imposed by the Company shall be upheld. If the arbitrators find that the Employee and/or the Agreement was terminated unlawfully or improperly, the arbitrators shall order reinstatement with or without back pay for the time lost, less sums earned elsewhere or paid in lieu of employment during the period after termination and before arbitration, and/or any other relief that would have been available to the parties had the matter been heard in a court of law. The arbitrators shall award reasonable costs and attorney fees to the prevailing party and the fees of the arbitrators shall be paid by the non-prevailing party. All such arbitration proceedings shall be conducted in Southfield, Michigan or such other location required by law. This provision does not require the Employee to surrender any substantive statutory or common law benefit, right protection or defense, other than a trial by jury. Employee and Company agree that the foregoing arbitration procedure is not intended to add to, create, or imply any contractual or other right of employment. The parties'

employment relationship is "at-will", and no other inference is to be drawn from this arbitration provision. BY SIGNING THIS AGREEMENT, EMPLOYEE ACKNOWLEDGES THAT HE OR SHE IS GIVING UP THE RIGHT TO A TRIAL IN A COURT OF LAW AS TO ANY DISCRIMINATION OR OTHER STATUTORY CLAIMS, AND IS HEREBY AGREEING TO SUBMIT ALL SUCH CLAIMS TO BINDING ARBITRATION.

(b) The terms of Respondent's arbitration clause described in paragraph 6(b) interfere with employees' access to the National Labor Relations Board and interfere with employees' right to file and pursue unfair labor practice charges under the Act.

7. By the conduct described above in paragraphs 5 and 6, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

8. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, it is prayed that Respondent be ordered to:

1. Cease and desist from engaging in the conduct described in paragraphs 5 and 6, or in any like or related manner interfering with, restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act.

2. Take the following affirmative action:

(a) Rescind all Employment Agreements, including with the Charging Party and all other employees that were executed, enforced, or in effect at any time since December 21, 2021, and advise all employees (current and former), individually, in writing, that the Employment Agreement has been rescinded and they are released from its obligations.

(b) Rescind in writing any and all directives, disciplines, cease and desist letters, or other actions issued, including to the Charging Party and all other employees or former employees as a result of the enforcement of the Employment Agreement at any time since December 21, 2021, and notify such employees or former employees, in writing, that this has been done and that the disciplines, directives, cease and desist letters, or other actions will not be used against them in any way.

(c) Make whole the Charging Party and all other employees and former employees who suffered financial loss due to the discipline, directive, cease and desist letter, or other action imposed relating to the Employment Agreements that were issued, enforced, or otherwise in effect at any time since December 21, 2021, including direct or foreseeable pecuniary harms suffered, plus interest computed in accordance with current Board policy, plus reasonable search-for-work and interim employment expenses.

(d) Post appropriate notices for a 90 consecutive day period in all of Respondent's facilities in all places where notices to employees are customarily posted.

(e) Email and text message appropriate notices to all current and former employees who were party to an employment agreement executed, enforced, or in effect at any time from December 21, 2021, to the present.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before April 12, 2023, or postmarked on or before April 11, 2023.** Respondent also must serve a copy of the answer on each of the other parties.

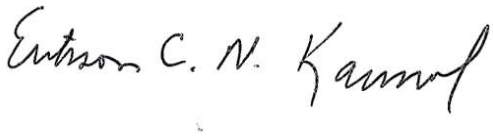
The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **Tuesday, July 25, 2023, 10:00 a.m., at Patrick V. McNamara Federal Building 477 Michigan Avenue, Room 05-200, 5th Floor, Detroit, Michigan**, **48226**. and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668.

The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: March 29, 2023



Erickson C. N. Karmol,
Acting Regional Director
National Labor Relations Board, Region 07
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 05-200
Detroit, MI 48226

Attachments

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION SEVEN

UNITED WHOLESALE MORTGAGE, LLC D/B/A
UWM FINANCIAL SERVICES, LLC

RESPONDENT

and **Case 07-CA-297897**

(b) (6), (b) (7)(C)

CHARGING PARTY

AFFIDAVIT OF SERVICE OF: Complaint and Notice of Hearing (with forms NLRB-4338 and NLRB-4668 attached)

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on March 29, 2023, I served the above-entitled document(s) by electronic mail, as noted below, upon the following persons, addressed to them at the following addresses:

DeAndre Harris Esq. Warner Norcross & Judd LLP 150 Ottawa Avenue NW, Suite 1500 Grand Rapids, MI 40953	**Electronic Mail:** dharris@wnj.com
United Wholesale Mortgage 585 South Boulevard, East Pontiac, MI 48341	Attorneys are accepting service for Employer/ Respondent
Matthew J. Clark, Attorney Gregory, Moore, Brooks & Clark, P.C. 28 W Adams Ave Ste 300 Detroit, MI 48226	**Electronic Mail:** matt@unionlaw net
(b) (6), (b) (7)(C)	Attorney is accepting service for Charging Party

March 29, 2023
Date

Carol A. Koper, Designated Agent of NLRB
Name
/s/ Carol A. Koper
Signature

FORM NLRB 4338
(6-90)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

NOTICE

Case 07-CA-297897

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

(1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).

(2) Grounds must be set forth in ***detail***;

(3) Alternative dates for any rescheduled hearing must be given;

(4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and

(5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

DeAndre Harris Esq.
Warner Norcross & Judd LLP
150 Ottawa Avenue NW, Suite 1500
Grand Rapids, MI 40953

Matthew J. Clark, Attorney
Gregory, Moore, Brooks & Clark, P.C.
28 W Adams Ave Ste 300
Detroit, MI 48226

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative**. If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www nlrb.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www nlrb.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.

- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence**: At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.

- **Exhibits: Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence.** If a copy of any exhibit is not available when the original is received, it will be the responsibility

of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts**: An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.

- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

- **Date for Filing Post-Hearing Brief**: Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.

- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.

- **Exceptions to the ALJ's Decision**: The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION SEVEN

UNITED WHOLESALE MORTGAGE, LLC
d/b/a UWM FINANCIAL SERVICES, LLC,

Case 07-CA-297897

Respondent,

and

(b) (6), (b) (7)(C), an Individual,

Petitioner/Charging Party.

RESPONDENT'S ANSWER TO COMPLAINT AND AFFIRMATIVE DEFENSES

NOW comes Respondent, United Wholesale Mortgage, LLC ("UWM"),[1] by and through its attorneys, Warner Norcross + Judd LLP, and for its Answer to Complaint states as follows:

1. (a) The charge in this proceeding was filed by the Charging Party on June 17, 2022, and a copy was served on Respondent by U.S. mail on June 21, 2022.

(b) The first amended charge in this proceeding was filed by the Charging Party on March 27, 2023, and a copy was served on Respondent by U.S. mail on the same date.

ANSWER: UWM admits that Charging Party filed the above-referenced charge, as amended, in this proceeding. UWM denies, however, that the first amended charge (or any earlier versions of it) has any merit.

2. At all material times, Respondent has been a limited liability company with an office and place of business in Pontiac, Michigan (Pontiac facility), and has been engaged in the operation of a mortgage wholesale lending business. UWM is the largest mortgage wholesale lender in the country.

ANSWER: Admitted.

3. (a) In conducting its operations during the calendar year ending December 31, 2022, a representative period, Respondent derived gross revenues in excess of $500,000.

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[1] The Complaint states that United Wholesale Mortgage, LLC does business as "UWM Financial Services, LLC." This is untrue. The Company currently does business as UWM.

(b) During the period of time described above in paragraph 3(a), Respondent purchased and received at its Pontiac facility goods valued in excess of $5,000 directly from points outside the State of Michigan.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

ANSWER: UWM does not contest the Board's jurisdiction in this matter.

4. At all material times, (b) (6), (b) (7)(C) held the position of (b) (6), (b) (7)(C) and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act, and an agent of Respondent within the meaning of Section 2(13) of the Act.

ANSWER: Admitted.

5. During the six months prior to the filing of the charge in this proceeding, Respondent has maintained an Employment Agreement that contains the following overly broad or otherwise unlawful rules and definitions:

(a) **25. Return of Company Property & Information.** All "**Company Records**" and all "**Company Equipment**" (as those terms are defined in Attachment A) are and shall remain the sole and exclusive property of the Company (even if Employee is permitted to use such equipment from home or remotely). Upon the termination, resignation, or separation of employment for any reason, Employee shall immediately return and deliver to the Company all Company Records and Company Equipment in his or her possession, custody or control without demand from the Company (and even if Employee placed such Company Records and/or Company Equipment in the possession of others). Without limiting the foregoing: all lists, compilations and/or documents containing information pertaining to the Company's past or current Customers, the Company's prospective Customers, and the Company's employees (irrespective of the form or medium in which such information is stored) are the sole and exclusive property of the Company whether or not the list is compiled internally or purchased from outside the Company and whether or not the list or information concerning past or current Customers, prospective Customers, or employees is compiled or originated by the Employee. All Company Records and Company Equipment are to be used solely and exclusively for Company business purposes and for no other purpose and will be monitored and inspected by the Company on a regular basis, and by signing this Agreement, Employee hereby consents to such monitoring and inspection. Any Company Records or Company information/data stored on Employee's personal computer (or any other non-company device) remains the Company's property and is subject to inspection and retrieval by the Company, and shall be returned to the Company in the event Employee is no longer employed by the Company for any reason. The Company is not responsible for nor required to search for, parse, save or return to the Employee any non-Company or personal information or data stored on Company Equipment (including, but not limited to, a Company assigned laptop computer or home computer) and

all such information is subject to inspection and retrieval by the Company. If Employee is permitted to access the Company's computer network from home or elsewhere, either on his or her own computer or a Company provided computer, Employee shall exercise extraordinary care and shall bear full responsibility to ensure that no other persons have access to or can gain access to the Company's network or any Proprietary & Confidential Information. The Company reserves all rights to terminate access to its Company's computer network at any time for any reason. Employees utilizing their own office equipment (e.g., computers) are responsible for obtaining their own insurance to insure against any loss to such equipment. Employee is responsible for, and hereby agrees to reimburse the Company for, the full replacement cost for any and all Company Equipment assigned to Employee that is lost, misplaced, stolen, damaged, or destroyed, if Employee cannot produce the Company Equipment when requested by the Company, or if Employee fails to immediately return the Company Equipment after he or she is no longer employed by the Company for any reason. Employee may not lend or transfer Company Equipment to anyone, and Employee accepts full responsibility for doing so. All phone numbers and URLs assigned to the Company Equipment, and all data, calls and messages received by such devices are, and shall remain, the sole and exclusive property of the Company. The obligations in this Section 25 shall continue to remain in effect and shall be binding upon Employee at all times during his or her employment with the Company and after his or her employment with the Company ends for any reason(s).

(b) **26. <u>Communications</u>.** The Employee hereby agrees as follows:

(a) <u>Media & Press Inquiries</u>. All news, media and press inquiries pertaining to the internal business affairs of the Company or any of the Company's leaders shall be treated as Proprietary & Confidential Information and all such inquiries shall be directed to the Company's CEO. Employee is not permitted to make any public statement on behalf of the Company, or to express the views or opinions of the Company in any public statement, without the express written permission of the Company.

(c) **26. <u>Communications</u>.** The Employee hereby agrees as follows:

(b) <u>Non-Disparagement</u>. The Company has internal procedures for complaints and disputes to be addressed and resolved. Employee will not (nor will Employee cause or cooperate with others to) publicly criticize, ridicule, disparage or defame the Company or its products, services, policies, directors, officers, owners, or employees, with or through any written or oral statement or image (including, but not limited to, any statements made via websites, blogs, postings to the internet, or emails and whether or not they are made anonymously or through the use of a pseudonym). Employee agrees to provide full cooperation and assistance in assisting the Company to investigate such statements if the Company reasonably believes that Employee is a source of or has information pertaining to such statements. The

foregoing does not apply to legally privileged statements made to governmental or law enforcement agencies.

(d) **26. <u>Communications</u>.** The Employee hereby agrees as follows:

(c) <u>Social Media</u>. In the event that Employee is provided access by the Company to any social media outlet, including but not limited to Facebook, Twitter, and/or any blogs, through Company Equipment, Employee agrees that he or she shall: (a) be responsible for all content posted to such social media outlet; (b) not post any financial, confidential, sensitive or proprietary information about USFS or any of USFS's clients on such social media outlet; (c) not infringe on any copyrights or trademarks through the use of such social media outlet; (d) preface all opinions posted on such social media outlet as not being representative of the opinions of USFS; and (e) not post any inappropriate language or material of any kind on such social media outlet.

(e) **Attachment A – <u>Definitions Incorporated into Employment Agreement</u>** ... **"Proprietary & Confidential Information"** means: (a) non-public information relating to or regarding the Company's business, personnel, Customers, operations or affairs; (b) non-public information which the Company labeled or treated as confidential, proprietary, secret or sensitive business information, or which Employee reasonably knows or should have known is or should be treated as confidential and/or proprietary information; (c) information that is not generally known to the public or others in the industry and gives the Company a competitive advantage; (d) information that is expensive and/or burdensome to compile or is compiled through proprietary methods, whether compiled by the Company or acquired as such; (e) all non-public Customer, applicant and prospect information; (f) Trade Secrets of the Company; (g) non-public information pertaining to the Company's Intellectual Property & Inventions; and (h) information that was otherwise Proprietary & Confidential Information of the Company but which was disclosed or disseminated in violation of this Agreement. "Proprietary & Confidential Information" includes, but is not limited to, the following categories of information, irrespective of the medium in which it is stored (e.g., hardcopy, electronic file, database, digitally, on disk, in memory, in a document, email, voicemail, wave file, etc.) and irrespective of whether it is the original, duplicate or in draft form:

- Customer and Applicant Information including, but not limited to: all Customer or applicant loan file information (including personal duplicate or shadow files), personal and/or financial information of Customers or applicants, including phone numbers, credit scores, financial information, appraisals, tax returns, cell phone numbers, home addresses, and email addresses; all application information and loan approval/denial status; and all lists, data and compilations pertaining to Customers and applicants of the Company;

- Customer Inquiry Information including, but not limited to, all information submitted by a Customer or applicant; all lead information; all data and compilations pertaining to prospects, leads, and inquiries; all information pertaining to the sources of inquiries or leads; and conversion information (whether or not any of such information is originated by the Company or obtained through outside sources);

- Company Financial Information including, but not limited to, the Company's financial, revenue, cost, tax, banking, sales, compensation, expenses, budgets, forecasts and margins data, metrics and information; financial statements, balance sheets, and general ledger reports, data and work papers; "Loan Pricing, Information" (i.e., formulas, margins, methodologies by which the Company determines par pricing, buy-downs/buy-ups, discount points, loan interest rate structure, etc. in relation to secondary market transactions); hedging, sales, hedging information data, and metrics; annual or semi-annual reports; audit and un-audited financial information; internal and external audit reports; credit, accounting information, and marketing information, metrics and data, reports and information pertaining to loan origination and closings, business marketing and product plans; business strategies, expense reports, advertising budgets and plans, methods of operation, expansion plans, data, and data compilations; information concerning financial arrangements with outside lending institutions and investors; the identity of and terms of agreements and contracts with vendors and suppliers

- Company Business, Marketing and Advertising Information and Plans including, but not limited to: the Company's training and operations manuals and materials; training recordings and videos; need analysis techniques; templates and methodologies; marketing plans, strategies, analysis, compilations, metrics, summaries, predictions, projections; marketing and advertising budgets, expenses, costs and plans; all web-related data and metrics including web performance, hits, visits and conversion ratios; all data and metrics on any and all lead and call sources, lead source mix, and contract terms; marketing related intellectual property, trade secrets and know-how; prospective business opportunities, investments, mergers, acquisitions, and/or business combinations involving the Company (or any officer, director or executive thereof); information and lists concerning Referral Sources, computer programs, internal business reports (including, without limitation, pipeline reports, lock/expiration reports, closed loan reports, warehousing reports, application aging reports, and the like);

- Company Operations Information including, but not limited to, the Company's individual and aggregate loan data or loan underwriting information, loan servicing data, loan origination data, conversion rates, fallout rates, loan pricing information and loan sales data, loan pricing information, policies and plans, hedging policies, methodologies, vendor information, agreements and lists, plans, research, ideas, inventions and concepts;

- Company Computer and Network Information including, but not limited to, the Company's passwords, codes, processes, methods, technology, software, and hardware; security systems; projects and development plans; research, engineering or technical expertise; designs, drawings, diagrams, flow charts, schematics, specifications, methods, techniques, processes and procedures; and network and computer hardware configurations, peripherals, telecom, voice and data networks, network systems and devices, and software products (including software in various stages of development and design);

- Personnel Information including, but not limited to, all personnel lists, rosters, personal information of co-workers, managers, executives and officers; handbooks; personnel files; and personnel information such as home phone numbers, cell phone numbers, addresses, and email addresses;

- Personal Information Pertaining to Company Executives and Officers including, but not limited to, personal and family information, personal financial information, investment and investment opportunities, background information, personal activities, information pertaining to the work and non-work schedules, contacts, meetings, meeting attendees, travel, home phone numbers, cell phone numbers, addresses, and email addresses;

- Proprietary & Confidential Information Pertaining To Related Companies including, but not limited to, Shore Mortgage Affiliates, Shore Affiliates, UWMCO, UWM, Complete Mortgage Training School, Complete Real Estate School, Shore Marketing, Shore Income Tax Services, United Wholesale Mortgage, Inc., United Wholesale Mortgage and Shore Mortgage, or any related or affiliated companies or business opportunities that Employee acquires knowledge of during the course of Employee's employment under this Agreement;

- Information Provided By Or Pertaining To Third-Parties with whom the Company has entered into a non-disclosure agreement obligating the Company and its employees to treat and maintain the confidentiality of the information provided by such third-party person, business, or entity; and

- All Internal Company Communications including, but not limited to, memos, presentations, emails, voicemails, faxes, postings, instant messages, text messages, intranet website content, and web-casts

(f) To the extent they reference "proprietary and confidential information," as defined above in paragraph 5(f), the following rules maintained by Respondent in the Employment Agreement are overly broad or otherwise unlawful:

(i) 5. <u>Compliance with Applicable Laws, Regulations, Policies & Rules</u>.

(ii) **7. Full-Time & Outside Employment.**

(iii) **12. Proprietary & Confidential Information.**

(iv) **18. Maintaining Privacy, Confidentiality & Security of Customer & Company Information.**

(v) **20. Liquidated Damages for Breach of Non-Competition Covenant.**

(vi) **22. Liquidated Damages for Solicitation of Company Personnel.**

(vii) **23. Non-Solicitation of Customers & Others.**

(viii) **25. Return of Company Property & Information.**

(ix) **26. Communications.**

ANSWER: UWM admits that its employment agreement contained the above-referenced provisions at all material times, but denies that the provisions are overbroad or otherwise unlawful under the National Labor Relations Act.

6. (a) During the six months prior to the filing of the charge in this proceeding, Respondent has maintained an Employment Agreement that contains the following arbitration clause:

> **32. Arbitration.** If a material dispute arises under this Agreement, other than a breach by the Employee of Sections 8 and 12 through 26, inclusive, for which the Company shall be entitled to equitable relief, the parties shall submit such dispute to binding arbitration and such arbitration shall otherwise comply with and be governed by the provisions of the expedited employment arbitration rules of the American Arbitration Association; but if such rules are not then in effect, then by the Uniform Arbitration Act, being MCLA Section 600.5001, et seq. or any successor act. If the Company and Employee are unable to agree upon the selection of a single arbitrator within fifteen (15) days following the submission of a claim to arbitration, then the Employee and Company shall each select one (1) arbitrator within ten (10) days thereafter, and the arbitrators so selected shall agree on a mutually satisfactory neutral arbitrator within ten (10) business days thereafter who shall serve as the sole arbitrator. The Company and Employee shall each have the right to be represented by counsel in such proceedings and shall each be afforded reasonable discovery by the arbitrators in connection therewith. Employee must request arbitration in writing within six (6) months of the date of termination or accrual of the claim, or within a shorter period of time if one is prescribed by the statute upon which Employee's claim is based. Failure to do so shall result in Employee's claim being waived, and Employee hereby expressly waives any statute of limitations which is longer than six (6) months. Any award by arbitration pursuant to the terms of this Agreement, shall contain

findings of fact and conclusions of law and be final, non-appealable to the maximum extent permitted by law, binding upon the parties, and may be entered as a judgment and enforced by any court of competent jurisdiction. The arbitrators' authority will be limited to determining whether the Company's action in terminating the Employee and/or the Agreement was unlawful under applicable federal, state and local statutory or common law. In reaching a decision, the arbitrators will interpret, apply and be bound by all applicable Company manuals, rules, policies, procedures, and by all applicable federal, state or local laws. The arbitrators will have no authority to add to, detract from, change or modify any law, manual, rule policy or procedure in any respect. Nor will the arbitrators have authority to consider or decide any matters which are the sole responsibility of the Company in the conduct of its business. If the arbitrators find that the Employee violated any lawful Company rule, policy or procedure, the disciplinary action and/or termination of employment imposed by the Company shall be upheld. If the arbitrators find that the Employee and/or the Agreement was terminated unlawfully or improperly, the arbitrators shall order reinstatement with or without back pay for the time lost, less sums earned elsewhere or paid in lieu of employment during the period after termination and before arbitration, and/or any other relief that would have been available to the parties had the matter been heard in a court of law. The arbitrators shall award reasonable costs and attorney fees to the prevailing party and the fees of the arbitrators shall be paid by the non-prevailing party. All such arbitration proceedings shall be conducted in Southfield, Michigan or such other location required by law. This provision does not require the Employee to surrender any substantive statutory or common law benefit, right protection or defense, other than a trial by jury. Employee and Company agree that the foregoing arbitration procedure is not intended to add to, create, or imply any contractual or other right of employment. The parties' employment relationship is "at-will", and no other inference is to be drawn from this arbitration provision. BY SIGNING THIS AGREEMENT, EMPLOYEE ACKNOWLEDGES THAT HE OR SHE IS GIVING UP THE RIGHT TO A TRIAL IN A COURT OF LAW AS TO ANY DISCRIMINATION OR OTHER STATUTORY CLAIMS, AND IS HEREBY AGREEING TO SUBMIT ALL SUCH CLAIMS TO BINDING ARBITRATION.

(b) The terms of Respondent's arbitration clause described in paragraph 6(b) interfere with employees' access to the National Labor Relations Board and interfere with employees' right to file and pursue unfair labor practice charges under the Act.

ANSWER: UWM admits that its employment agreement contained the above-referenced arbitration provision at all material times, but denies that the provision is overbroad or otherwise unlawful under the National Labor Relations Act. Answering further, the employment agreement expressly states in Section 5 that "[n]othing in this Agreement . . . . shall be interpreted to limit or interfere with your right to report good faith suspected violations of law to applicable governmental agencies, including the . . . National Labor Relations Board . . . ."

7. By the conduct described above in paragraphs 5 and 6, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

ANSWER: UWM denies the allegations contained in this paragraph because they are untrue.

8. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ANSWER: UWM denies the allegations contained in this paragraph because they are untrue.

AFFIRMATIVE AND OTHER DEFENSES

UWM states as its Affirmative and Other Defenses to the Complaint in the above-captioned matter, as follows:

1. Charging Party and the Regional Director have failed to state a claim upon which relief may be granted.
2. The Complaint may be barred in whole or in part because Charging Party did not engage in protected, concerted activity under the Act, or UWM had legitimate, non-discriminatory, and non-retaliatory reasons for any adverse employment actions taken against Charging Party.
3. The Complaint may be barred in whole or in part because the employment agreement provisions at issue are not overbroad or otherwise unlawful under the Act.
4. The remedies requested exceed the scope provided for under the Act and applicable law.
5. The Charging Party has failed to adequately mitigate his claimed damages.
6. Some of the conduct alleged may be barred by the limitations period contained in Section 10(b).

7. UWM reserves the right to add to, modify, or otherwise amend its defenses, as it deems necessary during the remaining course of this matter.

WHEREFORE, UWM respectfully requests that this Complaint be dismissed in its entirety and that UWM be awarded its fees and costs incurred while defending this meritless action.

Dated: _April 11, 2023

WARNER NORCROSS + JUDD LLP

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