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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): April 29, 2026**

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**FIRST AMERICAN FINANCIAL CORPORATION**

(Exact name of Registrant as Specified in Its Charter)

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-34580**  
(Commission File Number)

**26-1911571**  
(IRS Employer  
Identification No.)

**1 First American Way**  
**Santa Ana, California**  
(Address of Principal Executive Offices)

**92707-5913**  
(Zip Code)

**Registrant's Telephone Number, Including Area Code: (714) 250-3000**

**Not Applicable**

(Former Name or Former Address, if Changed Since Last Report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Securities registered pursuant to Section 12(b) of the Act:**

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, \$0.00001 par value	FAF	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On April 29, 2026, the Board of Directors (the “Board”) of First American Financial Corporation (the “Company”) and Dennis J. Gilmore, the Executive Chairman of the Board, mutually agreed to the cancellation (the “RSU Cancellation”) of the outstanding and unvested restricted stock units and performance-based restricted stock units previously granted on June 20, 2025, to Mr. Gilmore. At the time of the RSU Cancellation, all of the awards remained unvested and thus the awards were cancelled in full. The RSU Cancellation was voluntary on the part of Mr. Gilmore and was not in exchange for any other equity or cash-based compensation awards or payments.

The foregoing description of the RSU Cancellation is qualified in its entirety by reference to the form of RSU and PRSU Cancellation Agreement, which is filed as Exhibit 10.1, and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#">Form of RSU and PRSU Cancellation Agreement</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**FIRST AMERICAN FINANCIAL CORPORATION**

Date: April 29, 2026

By: /s/ Lisa W. Cornehl

Name: Lisa W. Cornehl

Title: Senior Vice President, Chief Legal Officer

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## RSU AND PRSU CANCELLATION AGREEMENT

This RSU and PRSU Cancellation Agreement (this “Agreement”), dated as of April 29, 2026 (the “Effective Date”), is made by and between First American Financial Corporation, a Delaware corporation (the “Company”) and Dennis J. Gilmore, an individual (“Grantee”).

**WHEREAS**, Grantee was granted 12,980 restricted stock units (the “RSUs”), pursuant to the First American Financial Corporation 2020 Incentive Compensation Plan (the “Plan”) and that certain Restricted Stock Unit Award Agreement, dated June 20, 2025, by and between the Company and Grantee;

**WHEREAS**, Grantee was granted 12,980 target performance-based restricted stock units (the “PRSUs”), pursuant to the Plan and that certain Performance Restricted Stock Unit Award Agreement, dated June 20, 2025, by and between the Company and Grantee;

**WHEREAS**, the Company and Grantee wish to cancel the RSUs and PRSUs in exchange for no consideration.

**NOW, THEREFORE**, the Company and Grantee agree as follows:

1. RSU and PRSU Cancellation. In accordance with the terms hereof, the RSUs and PRSUs shall be cancelled and forfeited as of the Effective Date, and Grantee shall have no further rights with respect thereto.

2. Representations and Warranties. Each party hereto represents and warrants to the other party hereto that (i) if such party is not a natural person, such party is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or formation, (ii) such party has the requisite power and authority to execute and deliver this Agreement and to consummate the transactions hereby and (iii) the execution and delivery by such party of this Agreement does not conflict with or result in a breach of any provision of the constituent documents of such party (if applicable) or require that such party obtain the consent of any other party or governmental authority.

3. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Company and Grantee and their respective successors, heirs, and legal representatives. Grantee’s signature below on this Agreement affirms that he has read and understands all provisions of this Agreement and that Grantee agrees to comply with all terms hereof.

4. Entire Agreement. This Agreement constitutes the entire agreement between the Company and Grantee and contains all the agreements between them with respect to the subject matter hereof.

5. Applicable Law. This Agreement shall be administered, interpreted and enforced under the laws of the State of Delaware, without regard to conflicts-of-laws provisions that would give effect to the laws of another jurisdiction.

6. Further Assurances. The parties hereto shall execute such further instruments and take such further actions as may reasonably be necessary to carry out the intent of this Agreement. Each party hereto shall cooperate affirmatively with the other parties hereto, to the extent reasonably requested by such other parties, to enforce rights and obligations herein provided.

7. Amendment; Waiver. This Agreement may be amended or modified only by an instrument in writing duly executed by the parties hereto. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

8. Counterparts; Electronic Transmission. This Agreement may be executed in separate counterparts, each of which will be deemed an original, but all of which, together, will constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (including in PDF format) will be effective as delivery of a manually executed counterpart to this Agreement.

*Remainder of page intentionally left blank; signature page follows.*

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto as of the date first set forth above.

**FIRST AMERICAN FINANCIAL CORPORATION**

By: /s/ Dennis J. Gilmore  
Name: Dennis J. Gilmore  
Title: Grantee

[Signature Page to RSU and PRSU Cancellation Agreement]

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