

**OFFICIAL COURT NOTICE OF CLASS, COLLECTIVE, AND REPRESENTATIVE ACTION
SETTLEMENT**

«EmployeeName»

If you worked for Cushman & Wakefield Western, Inc. in California as an Appraiser, Junior Appraiser, and/or Senior Appraiser, you may be entitled to a payment from a class action lawsuit settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

- You have received this Notice because Cushman & Wakefield Western, Inc.'s ("Cushman") records indicate that you were employed in the State of California as a covered Junior Appraiser between August 14, 2014 and September 9, 2019 and/or as covered Appraiser, and/or Senior Appraiser between August 14, 2014 and May 31, 2021.
- Former Cushman employees filed a lawsuit against Cushman alleging that Cushman failed to pay proper overtime wages and violated other state law provisions. Cushman denies these allegations and the Court has not made any ruling on the merits of the claims. The parties have entered into a settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. This is a global settlement which resolves three different cases: *Dixon v. Cushman & Wakefield Western, Inc.*, Case No. 3:18-cv-05813-JSC (N.D. Cal.); *Dixon v. Cushman & Wakefield, Inc.*, Case No. 3:20-cv-07001-JSC (N.D. Cal.); and *Seltz v. Cushman & Wakefield, Inc., et al.*, Case No. 1:18-cv-02092-BAH (D. D.C.). The parties consolidated the actions and are seeking approval in the *Dixon v. Cushman & Wakefield Western, Inc.*, Case No. 3:18-cv-05813-JSC (N.D. Cal.) action.
- Under the allocation formula created by the settlement, your potential settlement payment is estimated to be a minimum of approximately «**TotalDixonIAmount**», subject to deductions for applicable taxes, and may increase if the amount for settlement administration, attorneys' fees, costs, or service awards is less than set forth in the settlement.

Your legal rights may be affected by this settlement, and you have a choice to make:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING NOW, CASH A SETTLEMENT CHECK	If you do nothing, you will remain a part of this case, release the Released California Claims discussed in Section 10 and the PAGA Claims discussed in Section 19 below, and be sent a settlement check. If you endorse and deposit the settlement check, you will further release the Released Collective Claims discussed in Section 10 below. If you do not cash or otherwise negotiate your settlement check, you will release the Released Class Claims, but not the Released Collective Claims.
EXCLUDE YOURSELF	If you do not want to participate in the settlement and want to retain your right to sue Cushman for unpaid wages and related wage and hour claims, you must submit a written Opt-out Letter to the Settlement Administrator, as discussed in Section 11 below. If you submit an Opt-out Letter, you will not be eligible to receive a settlement payment or object to the settlement, except for the PAGA payment discussed in Section 19 below, if applicable.

OBJECT

If you do not submit an Opt-out Statement, you may write to the Court about why you object to the settlement. More information about objecting is set forth in Section 15 below.

- These rights and options – **and the deadlines to exercise them** – are explained in greater detail in this Notice.
- The Court still has to decide whether to approve the settlement. Settlement payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why did I get this notice?

The Court ordered that you be sent this Notice because you have a right to know about a proposed class and collective action settlement, and about all of your options, before the Court decides whether to approve the settlement. This Notice explains the lawsuit, your legal rights, and what benefits are available.

The Honorable Jacqueline Scott Corley, United States Magistrate Judge in the Northern District of California, is overseeing the litigation. The litigation is known as *Dixon v. Cushman & Wakefield Western, Inc.*, Case No. 3:18-cv-05813-JSC.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.cptgroupcaseinfo.com/cushmanandwakefieldsettlement, by contacting class counsel using the contact information in Section 21 below, by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Ave, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

2. Am I covered by this settlement?

Cushman’s records state that you were employed in the state of California by Cushman as (1) an exempt-classified Appraiser and/or Senior Appraiser between August 14, 2014 and May 31, 2021 and were compensated through a recoverable draw, on a commission-only basis, or were otherwise not paid a guaranteed wage that was “free and clear”; and/or as (2) an exempt-classified Junior Appraiser between August 14, 2014 and September 9, 2019 (collectively, “appraisers”).

3. What is the litigation about?

The litigation is about whether Cushman failed to pay proper overtime wages to appraisers, and other related claims. Cushman denies any liability and wrongdoing of any kind associated with these allegations and further denies that any claims are appropriate for class treatment. Cushman maintains that its appraisers received all wages and payments to which they were entitled. The Court has not made any ruling on the merits of the claims, and no party has prevailed in this action.

4. Why is this a class/collective action?

In a class action, one or more people called “class representatives” bring claims on behalf of other people who

have similar claims. The people are called “class members” and together are the “class.” Similarly, in a collective action, one or more people can seek to represent a “collective” of similarly situated people. The individuals who initiated this class/collective action are called the “Plaintiffs.” In a class/collective action, the Plaintiffs ask the court to resolve the issues for every member of the class.

5. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Cushman. Both sides believe they will prevail in the litigation, but there was no decision in favor of either party. Instead, the parties have agreed to resolve this matter solely in order to avoid the burden, expense and risks associated with continued litigation. Plaintiffs and Class Counsel think the settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

Cushman has agreed to pay a total of up to \$4,900,000.00 (the “Total Settlement Fund”), plus the employer share of payroll taxes on amounts allocated as wages. The Total Settlement Fund will be used to pay: (1) Participating Claimants and Aggrieved Employees; (2) attorneys’ fees of up to \$1,633,333.33 (one-third of the Total Settlement Fund), plus reimbursement of actual litigation expenses and costs of up to \$60,000.00; (3) Service Awards of \$10,000.00 each to the two Plaintiffs and \$2,000.00 each to the six Declarants; (4) \$20,000.00 to the California Labor and Workforce Development Agency; and (5) the Settlement Administrator’s fees and costs of up to \$20,000.00. As part of the Settlement, Cushman has also agreed to release appraisers from any and all claims for reimbursement of draws paid by Cushman under any alleged contracts, such as Promissory Notes.

7. How was my settlement payment calculated?

The formula that has been approved by the Court and used to calculate your settlement payment considers the number of weeks you worked, the relative value of the damages available under the applicable laws in the location(s) where you worked, and whether you have already submitted a consent to join form to opt into the federal claims in this case. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement at www.cptgroupcaseinfo.com/cushmanandwakefieldsettlement.

The Settlement Administrator used information from Cushman’s records to calculate your payment. Cushman’s records show that you worked as a «StringJob» in «CAStringState» from «CAStringDates». If you have questions about your calculation, you may contact the Settlement Administrator using the contact information in Section 21 below. If you dispute Cushman’s records and/or the calculation of your settlement payment, you must notify the Settlement Administrator and may provide written documentation supporting your contention. You must submit this information by **November 5, 2021**. Cushman’s records are presumed to be correct unless proven otherwise by your information. The Settlement Administrator will evaluate the information you provide and will make the final decision as to any dispute.

One third of your settlement payment is subject to payroll deductions for applicable taxes and withholdings like any other paycheck, for which you will receive a Form W-2, and two thirds of your settlement payment is not subject to deductions and will be reported on a Form 1099. Neither Class Counsel nor Cushman’s counsel can advise you regarding the tax consequences of the settlement. You may wish to consult with your own personal tax advisor in connection with the settlement.

Settlement checks that are not cashed within 180 days of issuance will be null and void.

HOW YOU GET A PAYMENT

8. How can I get my payment?

If you wish to participate in the Settlement, you do not need to take any current action. You will receive a payment. If your mailing address has changed, please contact the Settlement Administrator.

9. When will I get my settlement payment?

The Court is scheduled to hold a hearing on March 31, 2022 at 9:00 a.m. to determine whether to give final approval to the settlement. This date may change without further notice to class members. Please check www.cptgroupcaseinfo.com/cushmanandwakefieldsettlement to confirm that the date has not changed. If the Court grants final approval, settlement checks are anticipated to be mailed approximately three months after the court issues the final approval order. Please be patient and update the Settlement Administrator if your mailing address changes.

You will have 180 days after issuance of the settlement check to cash the check before it becomes null and void. If you choose not to cash your settlement check, the check amount will revert to the California unclaimed property fund.

10. What am I giving up by releasing my claims?

If you do not exclude yourself from the settlement (as described in Section 11 below), you will release the Released California Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against Cushman asserting the Released California Claims. Released California Claims means any and all Released Class Claims, as defined below in this paragraph, known or unknown, in law or in equity, whether or not concealed or hidden, asserted or which could have been asserted at any time based on the facts alleged in the Second Amended Complaint or arising out of the facts, matters, transactions or occurrences set forth in the Second Amended Complaint whether asserted or not that Cushman misclassified California Class Members as exempt from the California and federal overtime laws. Released Class Claims means any claim, demand, right, liability, and/or cause of action that arose during the California Class Period and based on any applicable federal, state and/or local laws, regulations, ordinances, or common law that relates to claims which were asserted or could have been asserted at any time based on the facts alleged in the Second Amended Complaint or arising out of the facts, matters, transactions or occurrences set forth in the Second Amended Complaint, whether asserted or not, that Cushman (1) improperly failed to pay California Class Members overtime, minimum wages or any other wages due for hours worked; (2) failed to provide California Class Members legally required meal and rest periods or pay premium pay due for such failure; (3) failed to timely pay California Class Members wages, pay all wages twice per month, or pay all wages due upon termination of employment; (4) failed to maintain adequate payroll records and/or time records for California Class Members; (5) failed to provide compliant wage statements for California Class Members; (6) failed to pay or reimburse California Class Members for business related expenses; (7) engaged in conduct subjecting them to statutory or civil penalties under any California statute, ordinance, or otherwise arising from any alleged violation of the California Labor Code, California Wage Orders or any federal or California statute regarding compensation and hours, including without limitation, California Labor Code Sections 201, 202, 203, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1194, 1198.4 and 2802; and (8) engaged in any unfair business practices expressly alleged in the action pursuant to California Business & Professions Code Section 17200 *et. seq.*; and is more fully set forth in Section 4 of the Settlement Agreement.

In addition, if you cash your settlement check, you will also opt in to the Fair Labor Standards Act claims in the case and release the Released Opt-in Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against Cushman asserting the Released Opt-in Claims. Released Opt-in Claims means any and all Released Opt-in Claims, as defined below in this paragraph, whether known or unknown, in law or in equity, whether or not concealed or hidden, asserted or which could have been asserted at any time based on the facts alleged in the Second Amended Complaint by Plaintiffs or arising out of the facts, matters, transactions or

occurrences set forth in the Second Amended Complaint, whether asserted or not, that Cushman misclassified Opt-in Plaintiffs and Non-California Opt-in Eligible Plaintiffs as exempt from the federal and any applicable state overtime laws. Released Opt-in Claims means any claim, demand, right, liability, and/or cause of action that arose during the relevant collective period based on any applicable federal, state and/or local laws, regulations, ordinances, or common law that relates to claims which were asserted or could have been asserted at any time based on the facts alleged in the Second Amended Complaint that Cushman (1) improperly failed to pay Opt-in Plaintiffs and Non-California Opt-in Eligible Plaintiffs overtime, minimum wages or any other wages due for hours worked; and (2) violated any federal or state laws, including without limitation, claims for violation of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, any analogous state or local law relating to the payment of wages and overtime compensation, or any alleged violation of any wage and hour, wage payment, wage deduction, recordkeeping, unfair business practice, or any similar wage-related laws, any administrative regulations relating to the same, and any additional claims for penalties, wages, interest, liquidated damages, or other monies predicated on same, and is more fully set forth in Section 4 of the Settlement Agreement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not wish to release the California Released Claims, then you must take steps to exclude yourself. This is sometimes referred to as “opting out” of the settlement.

11. How do I opt out of the settlement?

If you wish to exclude yourself from the settlement, you must submit a written Opt-out Letter to the Settlement Administrator using the contact information in section 21, below that: (i) states your name and address; (ii) includes a statement indicating your intent to exclude yourself from the settlement, such as “I opt out of the Cushman wage and hour settlement”; and (iii) includes your signature. The Opt-out Letter must be postmarked by or otherwise received on or before **November 20, 2021**.

If you submit an Opt-out Letter, you will not be eligible to receive a settlement check. You will retain the right to bring your own legal action against Cushman. You should be aware that your claims are subject to a statute of limitations, which means that they will expire on a certain date. If you ask to be excluded, you cannot object to the settlement.

Please note that opting-out of the settlement will not result in Cushman saving any money. Cushman encourages all California Class Members to participate in the settlement and not opt-out.

12. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you will not be eligible to receive a settlement check.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has decided that the lawyers at the law firm of Goldstein, Borgen, Dardarian & Ho, Outten & Golden LLP, and Shavitz Law Group, PA are qualified to represent you and all class members. These lawyers are called “Class Counsel.” You will not be charged separately for these lawyers; their fees are being covered by the settlement fund. You do not need to retain your own attorney in order to participate as a Class Member. If you do not opt out of the class and want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to one-third of the Total Settlement Fund for their attorneys' fees. These fees would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also ask the Court to approve payment for up to \$60,000 for the out-of-pocket costs they incurred litigating the case.

You may view Class Counsel's Motion for Attorneys' Fees and Costs at www.cptgroupcaseinfo.com/cushmanandwakefieldsettlement. The Motion will be posted on the website by **October 25, 2021**.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

15. How do I tell the Court that I disapprove of the settlement?

If you have not submitted an Opt-out Letter, you can ask the Court to deny approval by filing an objection to any portion of the settlement, including the total amount, the request for attorneys' fees and costs, or any other part of the settlement. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. All written objections and supporting papers must (a) clearly identify the case name and number (*Dixon v. Cushman & Wakefield Western, Inc.*, Case No. 3:18-cv-05813-JSC); (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Ave, San Francisco, CA 94102, or by filing them in person at any location of the United States District Court for the Northern District of California; and (c) be filed or postmarked on or before **November 20, 2021**.

If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing (explained in Sections 17 and 18 below), either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

16. What's the difference between objecting and opting out?

Objecting is telling the Court that you do not like something about the settlement and asking the Court not to approve the settlement as is. You can object only if you stay in the Class.

Opting out (also known as excluding yourself) is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit both an objection and an Opt-out Letter, the Settlement Administrator will attempt to contact you to determine whether you intended to object or exclude yourself. If the Settlement Administrator cannot reach you, it will be presumed that you intended to exclude yourself, and your objection will not be considered.

THE COURT'S FAIRNESS HEARING

17. When and where will the Court decide whether to approve the settlement?

The Court will hold the Fairness Hearing on March 31, 2022 at 9:00 a.m. This date may change without further notice to class members. Please check www.cptgroupcaseinfo.com/cushmanandwakefieldsettlement to confirm that the date has not changed. At the hearing, the Court will determine whether the settlement is fair, adequate,

and reasonable and will consider any properly submitted objections. Please contact Class Counsel using the contact information provided in Section 21 below if you have any questions about the date and time of the Fairness Hearing.

18. Do I have to come to the fairness hearing?

No. Class Counsel will attend to answer questions the Court may have. But, you are welcome to attend at your own expense. If you send an objection, you do not have to attend. As long as you have not excluded yourself and have mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

19. Aggrieved Employee Additional Payment

The lawsuit also included a California Private Attorneys General Act (“PAGA”) claim brought on behalf of the State of California that sought civil penalties from Cushman for the overtime and other violations that Plaintiffs alleged.

As part of the settlement of the PAGA claim, Cushman agreed to pay \$26,666.67, which will be distributed according to PAGA’s requirement that 75% (or \$20,000.00) be distributed to the California Labor Workforce Development Agency and the remaining 25% (or \$6,666.67) be paid to Aggrieved Employees.

If you worked for Cushman as an appraiser in California from August 14, 2017 through May 31, 2021 (“PAGA Period”), you are an “Aggrieved Employee.”

If you are an Aggrieved Employee, and if the Court approves the PAGA settlement, you will release the Released PAGA Claims and will be precluded from bringing any and all claims relating to penalties under PAGA that accrued during your employment as an appraiser during the relevant PAGA Period, and will receive a portion of the PAGA settlement amount. “Released PAGA Claims” means any and all claims relating to penalties under the California Private Attorneys General Act, California Labor Code section 2698 et seq., that accrued during the Aggrieved Employee’s employment as an Appraiser and/or Junior Appraiser, relating back to August 14, 2017, and continuing through May 31, 2021.

Your individual PAGA settlement payment will be determined by your proportional share of the \$6,666.67 based on the number of workweeks you worked between August 14, 2017 through May 31, 2021 as an appraiser.

Even if you choose to opt out of the California settlement, you will still release the Released PAGA Claims and be sent a check for your portion of the PAGA settlement. If you choose not to cash your PAGA settlement check, the check amount will revert to the California unclaimed property fund.

GETTING MORE INFORMATION

20. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.cptgroupcaseinfo.com/cushmanandwakefieldsettlement.

21. How do I get more information?

If you have other questions about the settlement or want more information, you can contact the Settlement Administrator at:

Dixon v. Cushman & Wakefield Western, Inc., et al.,
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: 1 (949) 419-3446
Phone: 1 (888) 525-1835
CushmanandWakefield@cptgroup.com
www.cptgroupcaseinfo.com/cushmanandwakefieldsettlement

or Class Counsel at:

Laura L. Ho
Ginger Grimes
Goldstein, Borgen, Dardarian & Ho,
155 Grand Avenue, Suite 900
Oakland, CA 94612
(866) 762-8575
cushmanappraiser@gbdhlegal.com

DATED: September 21, 2021

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT.**