

**OFFICIAL COURT NOTICE OF COLLECTIVE ACTION SETTLEMENT AND OPPORTUNITY TO
JOIN**

«EmployeeName»

If you worked for Cushman & Wakefield, Inc. or any subsidiary of Cushman as an Appraiser, Junior Appraiser, or Senior Appraiser, you may be entitled to a payment from a collective action lawsuit settlement.

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

- You have received this Notice because Cushman’s records indicate that you were employed in as a covered Junior Appraiser between October 12, 2016 and September 9, 2019 and or/ as a covered Appraiser and/or Senior Appraiser between October 7, 2017 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 «NonCAAmount», 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.
- As described more fully below, to participate in the settlement, you must mail a properly completed Consent to Join Settlement, Release, and Claim Form (“Claim Form”) to the Settlement Administrator so that it is post-marked or received by **November 20, 2021**. If you fail to timely return a Claim Form post-marked or otherwise received by **November 20, 2021**, you will not receive any money from 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:	
SUBMIT A CLAIM FORM AND OBTAIN A PAYMENT	<p>By returning a properly completed claim form, you agree to participate in the settlement, be eligible to receive a settlement payment, and release your claims. The Claim Form must be postmarked by or otherwise received on or before November 20, 2021.</p> <p>If you choose to participate in the settlement, you will release the Released Opt-in Claims discussed in Section 10 below.</p>

DO NOTHING

If you do nothing, you will not be eligible to receive a settlement payment. You will retain your right to file your own legal action against Cushman, should you choose.

- These rights and options – **and the deadlines to exercise them** – are explained in greater detail in this Notice.
- The Court in charge of this case 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 Plaintiffs' Counsel using the contact information in Section 16 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 by Cushman as (1) an exempt-classified Appraiser and/or Senior Appraiser between October 7, 2017 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) as exempt-classified Junior Appraiser between October 12, 2016 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. Cushman denies any liability and wrongdoing of any kind associated with these allegations. 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 collective action?

In a "collective action," one or more people called "Named Plaintiffs" sue on behalf of people who have similar claims. However, the other employees who have similar claims do not become part of the collective action until

they “opt in” to the lawsuit. You may “opt in” to the lawsuit and participate in the settlement by returning the enclosed Claim Form. If you timely return the enclosed Claim Form, and the Court approves the settlement, you will receive a settlement check.

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.

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”). 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 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 «NonCAStringState» from «NonCAStringDates». If you have questions about your calculation, you may contact the Settlement Administrator using the contact information in Section 16 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 half 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 one half of your settlement payment is not subject to deductions and will be reported on a Form 1099. Neither Plaintiffs’ 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?

You must sign and return the enclosed Claim Form by the deadline to be eligible to receive a settlement payment. Your Claim Form must be postmarked by, or otherwise received on or before, **November 20, 2021**.

The Settlement Administrator is CPT Group, Inc. You may return the Claim Form in the pre-stamped return envelope or by mailing, emailing, or faxing it to:

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

To be effective, the Claim Form must be completed in full and signed.

If you do not submit a Claim Form or submit an incomplete or invalid Claim Form, you will not receive a settlement payment.

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. 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.

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

If you sign and return a Claim Form, you will 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.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The law firms of Goldstein, Borgen, Dardarian & Ho, Outten & Golden LLP, and Shavitz Law Group, PA have been designated as legal counsel to represent you and other appraisers who participate in the settlement. You will not be charged separately for these lawyers; their fees are being covered by the settlement fund.

12. How will the lawyers be paid?

Plaintiffs' 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 Plaintiffs' Counsel for investigating the facts, litigating the case, and negotiating the settlement. Plaintiffs' Counsel will also ask the Court to approve payment for the out-of-pocket costs they incurred litigating the case.

THE COURT'S FAIRNESS HEARING

13. 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. 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. Please contact Plaintiffs' Counsel using the contact information provided in Section 16 below if you have any questions about the date and time of the Fairness Hearing.

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

No. Plaintiffs' Counsel will attend to answer questions the Court may have. But, you are welcome to come at your own expense.

GETTING MORE INFORMATION

15. 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 or contact Plaintiffs' Counsel using the contact information in Section 16 below.

16. 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 Plaintiffs' Counsel at:

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

Deirdre Aaron
 OUTTEN & GOLDEN, LLP
 685 Third Avenue, 25th Floor
 New York, NY 10017

Molly J. Frandsen
 OUTTEN & GOLDEN, LLP
 One California Street, 12th Floor
 San Francisco, CA 94111

CWAppraisersCase@outtengolden.com
 212-245-1000

DATED: September 21, 2021

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