

OFFICIAL COURT NOTICE OF COLLECTIVE ACTION SETTLEMENT

«EmployeeName»

Because you filed a Consent to Join a case against Cushman & Wakefield, Inc., you may be entitled to a payment from a proposed settlement.

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

- You have received this Notice because you submitted a consent to join form in the case *Dixon v. Cushman & Wakefield, Inc.*, Case No. 3:20-cv-07001-JSC (N.D. Cal.) or in the case *Seltz v. Cushman & Wakefield, Inc., et al.*, Case No. 1:18-cv-02092-BAH(D. D.C.).
- 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.
- 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 collective action 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 12 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. 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 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.

3. 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. You are part of the collective action because you have "opted in" to the lawsuit.

4. 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

5. 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.

6. How will my settlement payment be 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 one of the consolidated cases. 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 12 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.

7. 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.

8 What claims have I released?

Because you signed a Consent to Join 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 COURT'S FAIRNESS HEARING

9. 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. Please contact Plaintiffs' Counsel using the contact information provided in Section 12 below if you have any questions about the date and time of the Fairness Hearing.

10. 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

11. 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 12 below.

12. 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:

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DATED: September 21, 2021

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