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14
15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA

17 DIMITRI DIXON and RYAN SELTZ, on behalf of
18 themselves and all those similarly situated,

19 Plaintiffs,

20 vs.

21 CUSHMAN & WAKEFIELD WESTERN, INC,
22 CUSHMAN & WAKEFIELD, INC. and
CUSHMAN & WAKEFIELD OF WASHINGTON,
DC, INC.,

23 Defendants.
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Case No. 3:18-cv-05813-JSC

**STIPULATION AND AGREEMENT TO
SETTLE CLASS, COLLECTIVE, AND
REPRESENTATIVE ACTIONS**

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1 Plaintiffs Dimitri Dixon and Ryan Seltz (“Plaintiffs”) and Defendants Cushman & Wakefield,
2 Inc., Cushman & Wakefield Western, Inc., and Cushman & Wakefield of Washington, DC, Inc.
3 (“Cushman”) (collectively with Plaintiffs, the “Parties”) hereby enter into this Settlement Agreement
4 and Release (the “Agreement”) to resolve the wage and hour claims of Plaintiffs and class and
5 collective members and aggrieved employees (as defined below) with reference to the following:

6 **RECITALS**

7 **WHEREAS**, Plaintiffs have asserted claims against Cushman under the Fair Labor Standards
8 Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, and applicable state law based on the alleged misclassification
9 of the Plaintiffs as exempt from overtime and the alleged failure to pay overtime compensation to the
10 Plaintiffs and others similarly situated;

11 **WHEREAS**, the purpose of this Agreement is to settle fully and finally all released claims (as
12 hereinafter defined) that Plaintiffs and any Class Members (as defined below) may have against
13 Cushman;

14 **WHEREAS**, Cushman denies that it has committed any wrongdoing or violated any federal,
15 state or local laws pertaining to the payment of wages or hours worked and denies that it misclassified
16 any employees, and further denies that it is liable or owes back wages, minimum wages, overtime
17 wages or any related compensation, payments, penalties or interest to anyone with respect to the
18 alleged facts or causes of action asserted in the Actions (as defined below);

19 **WHEREAS**, the Parties previously participated in two different mediations with two different
20 mediators prior to conducting a third mediation on March 11, 2021 with experienced class action
21 mediator, Steven Rottman, Esq., and pursuant to that mediation subsequently reached an agreement to
22 settle the claims resulting in this Agreement; and,

23 **WHEREAS**, without admitting or conceding any liability or damages whatsoever, Cushman
24 on the one hand and Plaintiffs on the other agree to settle and resolve any and all claims asserted in the
25 Actions pursuant to the terms of this Agreement, in order to avoid the burden, expense, risks and
26 uncertainty of litigation.

27 **NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth in this
28 Agreement, as well as the good and valuable consideration provided for herein, and intending to be

1 legally bound, the Parties hereto agree to a full and complete settlement of the Actions and release of
2 claims on the following terms and conditions:

3 The Parties agree that the Actions shall be ended, settled, resolved, and concluded upon entry
4 of a final judgment by the Court granting the Parties' agreement for Cushman to pay a maximum total
5 sum of up to Four Million Nine Hundred Thousand Dollars (\$4,900,000), plus the employer share of
6 payroll taxes, as provided below, upon the terms and conditions of this Agreement and for the
7 consideration set forth herein, including but not limited to a release of claims by Plaintiffs and class
8 and collective members and alleged aggrieved employees, as set forth herein. This Agreement is
9 contingent upon approval by the Court and is entered into voluntarily by the Parties for settlement
10 purposes only.

11 **1. DEFINITIONS**

12 The terms set forth below shall have the meanings defined herein wherever used in this
13 Agreement (including its exhibits):

14 1.1. "Actions" means collectively, *Dixon v. Cushman & Wakefield Western, Inc.*, Case No.
15 3:18-cv-05813-JSC (N.D. Cal.); *Dixon v. Cushman & Wakefield, Inc.*, Case No. 3:20-cv-07001-JSC
16 (N.D. Cal.); and *Seltz v. Cushman & Wakefield, Inc., et al.*, Case No. 1:18-cv-02092-BAH (D. D.C.).

17 1.2. "Agreement," "Settlement Agreement," "Settlement," or "Stipulation and Agreement"
18 means this written Stipulation and Agreement to Settle Class, Collective, and Representative Actions,
19 which sets forth the terms of the settlement and final amicable resolution of the Actions.

20 1.3. "Appraiser" means Appraisers and Seniors Appraisers who were compensated through
21 a recoverable draw, on a commission-only basis, or were otherwise not paid a guaranteed wage that
22 was "free and clear".

23 1.4. "Appraiser Collective Period" means the period from October 7, 2017 through May 31,
24 2021.

25 1.5. The "California Class" and "California Class Members" means all individuals who are
26 identified by Cushman as having worked as Appraisers and/or Junior Appraisers for Cushman in
27 California during any workweek during the California Class Period.

1 1.6. "California Class Period" means the period from August 14, 2014 through
2 May 31, 2021.

3 1.7. "Claim Form" means the form that Non-California Opt-in Eligible Plaintiffs must
4 timely return in order to opt in and become Participating Claimants. The Claim Form is subject to
5 approval by the Court. A copy of the Claim Form is attached as Exhibit C.

6 1.8. "Class List" means a list of all Class Members, including their names, last known
7 addresses, social security numbers, and to the extent available last known telephone numbers and
8 personal email addresses, and dates and locations of employment with Cushman as an Appraiser
9 and/or dates and locations of employment with Cushman as a Junior Appraiser. The Class List shall
10 be maintained in a confidential and password protected electronic database.

11 1.9. "Class Members" means, collectively, Plaintiffs, California Class Members, Non-
12 California Opt-in Eligible Plaintiffs, and Opt-in Plaintiffs.

13 1.10. The "Court" means the United States District Court, Northern District of California, the
14 Honorable Jacqueline Scott Corley currently presiding.

15 1.11. "Cushman" is Cushman & Wakefield, Inc., Cushman & Wakefield Western, Inc., and
16 Cushman & Wakefield of Washington, DC, Inc.

17 1.12. "Declarants" means Benjamin Blake, Eric Hix, Katherine Pierno, John Dickerson,
18 Heather Elliot, and Teresa Simone.

19 1.13. "Defense Counsel" means Thomas H. Petrides, Michelle Landry, and Mindy M. Wong
20 of Vedder Price (CA) LLP, and Aleksandra Rybicki of Vedder Price, P.C.

21 1.14. "Effective Date" shall mean the later date of the following: (a) the first court day after
22 which all time limitations for filing an appeal from the Court's Judgment and Final Order Approving
23 Settlement of Class, Collective and Representative Action have expired without a notice of appeal
24 having been timely filed under Federal Rule of Appellate Procedure 4 (within 30 days after notice of
25 entry of the Judgment and Final Approval Order); (b) any appeal, writ, or other appellate proceeding
26 opposing the Settlement has been dismissed finally and conclusively with no right by any appellant or
27 objector to pursue further remedies or relief; or (c) any appeal, writ, or other appellate proceeding has
28 upheld the Judgment with no right by any appellant or objector to pursue further remedies or relief.

1 1.15. "Eligible Workweek" means each calendar week worked by a Class Member as an
2 exempt Junior Appraiser or Appraiser during the California Class Period or applicable "Collective
3 Period" as defined in this Agreement. The Total Settlement Sum covers a total of approximately
4 68,500 Eligible Workweeks on behalf of 476 identified Class Members. If additional Class Members
5 should subsequently be identified that would cause the total number of Eligible Workweeks to exceed
6 the 68,500 Eligible Workweeks by more than 5%, then the Parties agree to meet and confer in good
7 faith regarding a potential resolution. If after meeting and conferring in good faith the Parties cannot
8 agree on a resolution, then those additional previously unidentified Class Members above the 5% shall
9 not be included in or be covered under this Settlement.

10 1.16. "Employer Payroll Taxes" means all taxes and withholdings an employer is required to
11 make pursuant to federal, state, and/or local law arising out of or based upon the payment of
12 employment compensation in this action, including but not limited to FICA, FUTA, and SUTA
13 obligations. Cushman shall pay Employer Payroll Taxes in addition to the Total Settlement Fund in
14 accordance with the terms of this Agreement.

15 1.17. "Final Approval Order" means the Judgment and Final Order Approving Settlement of
16 Class, Collective and Representative Action to be entered by the Court after a hearing ("Final Fairness
17 Hearing") that (1) grants approval of the Fair Labor Standards Act ("FLSA") settlement described in
18 this Agreement as fair, reasonable and adequate; and (2) grants final approval of the California Class
19 settlement described in this Agreement as fair, reasonable and adequate.

20 1.18. "Individual Payment Amount" is the amount of money, inclusive of the employee's
21 share of payroll taxes withheld, that shall be paid to each Participating Claimant.

22 1.19. "Junior Appraiser" means individuals employed by any Cushman entity in the position
23 of Junior and/or Associate Appraiser. Prior to September 9, 2019, Junior Appraisers were classified as
24 exempt.

25 1.20. "Junior Appraiser Collective Period" means the period from October 12, 2016 through
26 September 9, 2019.

27 1.21. "Net Settlement Fund" means the Total Settlement Fund less 1) Court-approved
28 amounts for Attorneys' Fees and Litigation Costs; 2) Court-approved Service Awards, 3) Settlement

1 Administrator Costs; and 4) the PAGA Payment as defined in Section 2.8(h) herein.

2 1.22. “Non-California Opt-in Eligible Plaintiffs” are the individuals identified by Cushman as
3 having worked as Junior Appraisers in any state other than California during any workweek during the
4 Junior Appraiser Collective Period or as Appraisers in any state other than California during any
5 workweek during the Appraiser Collective Period.

6 1.23. “Notices” means, collectively, (i) the Notice of Class, Collective, and Representative
7 Action Settlement, which will be issued to California Class Members (attached hereto as Exhibit A);
8 (ii) the Notice of Collective Action Settlement and Opportunity to Join, which will be issued to Non-
9 California Opt-in Eligible Plaintiffs (attached hereto as Exhibit B); and (iii) Notice of Collective
10 Action Settlement, which will be issued to *Dixon II* Opt-in Plaintiffs and *Seltz* Opt-in Plaintiffs
11 (attached hereto as Exhibit E).

12 1.24. “Operative Complaint” shall mean the Second Amended Complaint attached hereto as
13 Exhibit I , which the Parties have agreed that Plaintiffs will file in connection with this Agreement.

14 1.25. “Opt-in Plaintiffs” means:

15 a. “*Seltz* Opt-in Plaintiffs”: Junior Appraisers who submitted a timely and valid
16 consent-to-join form in the *Seltz v. Cushman & Wakefield, Inc., et al.*, action, Case No. 1:18-cv-02092-
17 BAH (D. D.C.) prior to the date of this Agreement. The relevant period for *Seltz* Opt-in Plaintiffs is
18 three years prior to the date the individual filed a consent to join form plus applicable tolling pursuant
19 to the Parties’ tolling agreements/stipulations dated December 5, 2017, November 21, 2018, September
20 23, 2019, and March 2, 2020 (“*Seltz* Opt-in Collective Period”). The dates of employment and
21 relevant period for each *Seltz* Opt-in Plaintiff is attached as Exhibit F;

22 b. “*Dixon I* Opt-in Plaintiffs”: Appraisers who submitted a timely and valid
23 consent-to-join form in *Dixon v. Cushman & Wakefield Western, Inc.*, Case No. 3:18-cv-05813-JSC
24 (N.D. Cal.) prior to the date of this Agreement; and,

25 c. “*Dixon II* Opt-in Plaintiffs”: Appraisers who submitted a timely and valid
26 consent-to-join form in the *Dixon v. Cushman & Wakefield, Inc.*, Case No. 3:20-cv-07001-JSC (N.D.
27 Cal.) prior to the date of this Agreement. The relevant period for *Dixon II* Opt-in Plaintiffs is three
28 years prior to the date the individual filed a consent to join form (“*Dixon II* Opt-in Collective Period”).

1 The dates of employment and relevant period for each *Dixon II* Opt-in Plaintiff is attached as
2 Exhibit G.

3 1.26. “Participating Claimants” means all California Class Members who do not timely
4 request exclusion from the California Class, all Non-California Opt-in Eligible Plaintiffs who timely
5 submit Claim Forms, *Seltz* Opt-in Plaintiffs, and *Dixon II* Opt-in Plaintiffs.

6 1.27. “Parties” are the Plaintiffs (on behalf of themselves and all Participating Claimants and
7 Aggrieved Employees), and Cushman.

8 1.28. “Plaintiffs” means Dimitri Dixon and Ryan Seltz.

9 1.29. “Plaintiffs’ Counsel” means Laura L. Ho and Ginger Grimes of Goldstein, Borgen,
10 Dardarian & Ho, Justin Swartz, Deirdre Aaron, Jahan Sagafi and Molly Frandsen of Outten & Golden
11 LLP and Gregg Shavitz of the law firm Shavitz Law Group, PC.

12 1.30. “Preliminary Approval Order” means the order to be entered by the Court granting
13 preliminary approval of the settlement described in this Agreement following submission to the Court
14 of Plaintiffs’ motion for an order granting preliminary approval to the California Class settlement and
15 FLSA settlement described in this Agreement, certifying the California Class for settlement purposes
16 only, authorizing notice of this Settlement to the California Class, authorizing issuance of notice to
17 Class Members, and setting a date and time for a Final Fairness Hearing.

18 1.31. “Qualified Settlement Fund” or “QSF” means the account established by the Settlement
19 Administrator for the Total Settlement Fund paid by Cushman. The QSF will be controlled by the
20 Settlement Administrator subject to the terms of this Agreement and the Court’s Orders for
21 Preliminary Approval and Final Approval.

22 1.32. “Released California Claims” means any and all Released Class Claims, as defined
23 below in this paragraph, known or unknown, in law or in equity, whether or not concealed or hidden,
24 asserted or which could have been asserted at any time based on the facts alleged in the Second
25 Amended Complaint or arising out of the facts, matters, transactions or occurrences set forth in the
26 Second Amended Complaint whether asserted or not that Cushman misclassified California Class
27 Members as exempt from the California and federal overtime laws. Released Class Claims means any
28 claim, demand, right, liability, and/or cause of action that arose during the California Class Period and

1 based on any applicable federal, state and/or local laws, regulations, ordinances, or common law that
2 relates to claims which were asserted or could have been asserted at any time based on the facts alleged
3 in the Second Amended Complaint or arising out of the facts, matters, transactions or occurrences set
4 forth in the Second Amended Complaint, whether asserted or not, that Cushman (1) improperly failed
5 to pay California Class Members overtime, minimum wages or any other wages due for hours worked;
6 (2) failed to provide California Class Members legally required meal and rest periods or pay premium
7 pay due for such failure; (3) failed to timely pay California Class Members wages, pay all wages twice
8 per month, or pay all wages due upon termination of employment; (4) failed to maintain adequate
9 payroll records and/or time records for California Class Members; (5) failed to provide compliant wage
10 statements for California Class Members; (6) failed to pay or reimburse California Class Members for
11 business related expenses; (7) engaged in conduct subjecting them to statutory or civil penalties under
12 any California statute, ordinance, or otherwise arising from any alleged violation of the California
13 Labor Code, California Wage Orders or any federal or California statute regarding compensation and
14 hours, including without limitation, California Labor Code Sections 201, 202, 203, 226, 226.3, 226.7,
15 256, 510, 512, 558, 1174, 1174.5, 1194, 1198.4 and 2802; and (8) engaged in any unfair business
16 practices expressly alleged in the action pursuant to California Business & Professions Code Section
17 17200 *et. seq.*; and is more fully set forth below in Section 4.

18 1.33. “Released Claims” means “Released California Claims,” Released Opt-in Claims,” and
19 “Released PAGA Claims.”

20 1.34. “Released Opt-in Claims” means any and all Released Opt-in Claims, as defined below
21 in this paragraph, whether known or unknown, in law or in equity, whether or not concealed or hidden,
22 asserted or which could have been asserted at any time based on the facts alleged in the Second
23 Amended Complaint by Plaintiffs or arising out of the facts, matters, transactions or occurrences set
24 forth in the Second Amended Complaint, whether asserted or not, that Cushman misclassified Opt-in
25 Plaintiffs and Non-California Opt-in Eligible Plaintiffs as exempt from the federal and any applicable
26 state overtime laws. Released Opt-in Claims means any claim, demand, right, liability, and/or cause of
27 action that arose during the relevant collective period based on any applicable federal, state and/or
28 local laws, regulations, ordinances, or common law that relates to claims which were asserted or could

1 have been asserted at any time based on the facts alleged in the Second Amended Complaint that
2 Cushman (1) improperly failed to pay Opt-in Plaintiffs and Non-California Opt-in Eligible Plaintiffs
3 overtime, minimum wages or any other wages due for hours worked; and (2) violated any federal or
4 state laws, including without limitation, claims for violation of the Fair Labor Standards Act, 29 U.S.C.
5 § 201 *et seq.*, any analogous state or local law relating to the payment of wages and overtime
6 compensation, or any alleged violation of any wage and hour, wage payment, wage deduction,
7 recordkeeping, unfair business practice, or any similar wage-related laws, any administrative
8 regulations relating to the same, and any additional claims for penalties, wages, interest, liquidated
9 damages, or other monies predicated on same, and is more fully set forth below in Section 4.

10 1.35. “Released PAGA Claims” means any and all claims relating to penalties under the
11 California Private Attorneys General Act, California Labor Code section 2698 *et seq.*, that accrued
12 during the Aggrieved Employee’s employment as an Appraiser and/or Junior Appraiser, relating back
13 to August 14, 2017, and continuing through May 31, 2021.

14 1.36. “Released Parties” means Cushman and its past and present parents, subsidiaries,
15 related entities, and affiliates, and its and their respective present and former officers, directors,
16 stockholders, agents, employees, insurers, co-insurers, reinsurers, attorneys, accountants, auditors,
17 advisors, representatives, consultants, pension and welfare benefit plans, plan fiduciaries,
18 administrators, trustees, partners, predecessors, successors and assigns, including, but not limited to,
19 C&W of Arizona Inc., C&W of California Inc., C&W of Colorado Inc., C&W of Connecticut Inc.,
20 C&W of Georgia Inc., C&W of Illinois Inc., C&W of Long Island Inc., C&W of Massachusetts Inc.,
21 C&W of Minnesota Inc., C&W of Nevada Inc., C&W of North Carolina Inc., C&W of Ohio Inc.,
22 C&W of Oregon Inc., C&W of Texas Inc., and C&W of Washington Inc.

23 1.37. “Reminder” means the text set forth in Exhibit D hereto, which the Settlement
24 Administrator shall send via e-mail and First Class United States Mail postcard to Non-California
25 Eligible Opt-in Plaintiffs who have not returned a Claim Form thirty (30) days after the initial
26 dissemination of the Notice.

27 1.38. “Service Awards” shall mean the payments that shall be paid, if authorized by the
28 Court, as discussed in Section 2.8(e) below.

1 1.39. "Settlement Administrator" means the entity selected by Plaintiffs' Counsel subject to
2 Cushman's approval to administer the Settlement through a competitive bidding process. CPT has
3 been selected at the Settlement Administrator.

4 1.40. "Stipulation to File Second Amended Complaint" shall mean the stipulation attached
5 hereto as Exhibit H, for Plaintiffs to file the Operative Complaint which the Parties have agreed
6 Plaintiffs will file in connection with this Agreement.

7 1.41. "Stipulation to Stay Action" shall mean the stipulations attached hereto as Exhibit J, for
8 the Parties to stay, respectively, the *Seltz* and *Dixon II* actions pending final approval of Settlement of
9 this Action.

10 a. "Total Settlement Fund" means the maximum sum of up to Four Million Nine
11 Hundred Thousand Dollars (\$4,900,000), which is inclusive of Individual Payment Amounts to
12 Participating Claimants, Attorneys' Fees and Litigation Costs, Plaintiffs' Service Awards, Settlement
13 Administration Costs, the PAGA payment to the LWDA, and PAGA penalties to the Aggrieved
14 Employees, for settlement of the Class, Collective and Representative Action. The portion of the Net
15 Settlement Fund allocated to Non-California Opt-in Eligible Plaintiffs pursuant to Section 2.8(f) of this
16 Agreement who do not become Participating Claimants, will not be paid into the Total Settlement
17 Fund but will remain with Cushman.

18 **2. APPROVAL AND NOTICE PROCEDURES**

19 The Parties and their respective counsel shall take all steps that may be requested by the Court
20 relating to the approval and implementation of this Agreement and shall otherwise use their respective
21 best efforts to obtain Court approval and implement this Agreement. The procedure for obtaining
22 Court approval of and implementing this Agreement shall be as follows:

23 2.1. Amendment of Complaint and Stay of Other Actions.

24 Not later than (14) days following the date on which this Agreement is executed by all Parties,
25 Plaintiffs shall file the Second Amended Complaint in the *Dixon v. Cushman & Wakefield Western,*
26 *Inc.*, Case No. 3:18-cv-05813-JSC action, adding as Named Plaintiff Ryan Seltz, adding as Defendants
27 Cushman & Wakefield, Inc. and Cushman & Wakefield of Washington, DC, Inc., and amending the
28 class definition to include Junior Appraisers in California, and the collective definition to include

1 Junior Appraisers and Appraisers who worked for Cushman outside of California. For settlement
2 purposes only, Cushman shall stipulate to the filing of the Second Amended Complaint pursuant to the
3 Stipulation to File Second Amended Complaint to be executed by counsel for the Parties within three
4 (3) business days after full execution of this Agreement.

5 The Parties shall also cooperate to seek a stay of further proceedings in the *Seltz and Dixon II*
6 Actions until the Effective Date, pursuant to the Stipulation to Stay Action to be executed by counsel
7 for the Parties within three (3) business days after full execution of this Agreement.

8 2.2. Preliminary Approval.

9 Not later than (14) days following the date on which this Agreement is executed by all Parties,
10 Plaintiffs will file an unopposed motion for entry of the Preliminary Approval Order. Plaintiffs'
11 Counsel agrees to allow Defense Counsel the opportunity to review and reasonably approve the motion
12 and supporting papers prior to filing. The proposed Preliminary Approval Order shall ask the Court to:
13 grant preliminary approval of this Agreement as fair, reasonable and adequate; conditionally certify the
14 California Class pursuant to this Agreement for settlement purposes only; appoint Class Counsel for
15 settlement purposes only; appoint Dimitri Dixon as Class Representative; conditionally certify the
16 FLSA collective action for settlement purposes only; approve CPT as the Settlement Administrator; set
17 the date and time for a Final Fairness Hearing; and approve the form and issuance of the Notices and
18 Claim Form, in the form attached as Exhibits A-E hereto, and direct distribution of the same.

19 2.3. Notice to Class Members.

20 The Settlement Administrator shall disseminate the Notices as follows:

21 a. No later than fifteen(15) business days after the Court enters the Preliminary
22 Approval Order, Cushman will provide the Settlement Administrator with the confidential Class List.
23 The Settlement Administrator shall at all times maintain the names and Social Security numbers of the
24 Class Members on the Class List as strictly confidential and will not disclose the names or Social
25 Security numbers to anyone, except as necessary to applicable taxing authorities, or pursuant to
26 Defendants' express written authorization or by order of the Court. The Settlement Administrator may
27 communicate with Plaintiffs' Counsel regarding information on the Class List, for example whether a
28 particular individual is on the Class List and what information has been used for calculating their

1 settlement share.

2 b. Within fourteen (14) calendar days after receipt of the Class List, the Settlement
3 Administrator shall send, via First Class United States mail, and email: (1) to the California Class
4 Members the Notice of Class, Collective, and Representative Action Settlement; (2) to the Non-
5 California Opt-in Eligible Plaintiffs the Notice of Collective Action Settlement and Opportunity to Join
6 and the Claim Form; and (3) to the *Dixon II* Litigation Opt-in Plaintiffs and the *Seltz* Opt-in Plaintiffs
7 the Notice of Collective Action Settlement. The Settlement Administrator shall perform a national
8 change of address (“NCOA”) database review prior to mailing. If any Notice is returned as
9 undeliverable, the Settlement Administrator shall promptly notify Plaintiffs’ Counsel and attempt to
10 locate such employee through one skip trace and, if a new address is identified, shall promptly mail an
11 additional Notice to such person. In the case of any employee who is known to be deceased, the
12 Settlement Administrator shall mail the employee’s Notice to the legal representative of the estate.

13 c. The Notices shall include the dates that the employee worked during the
14 applicable time periods in the respective positions as indicated in Cushman’s records and the estimated
15 Individual Payment Amount based on the formula set forth in Section 2.8(f), below, based on the
16 maximum Total Settlement Fund of \$4.9 million as set forth in Section 2.8 (a), less the amounts
17 identified as set forth in Sections 2.8(c) to 2.8(e), and less the PAGA Payment and penalties to
18 Aggrieved Employees as set forth in Section 2.8(h).

19 d. The Notices shall include contact information for Plaintiffs’ Counsel to answer
20 questions and a URL to a website maintained by the Settlement Administrator. The website shall
21 include links to: the Notices; the Claim Form; the Second Amended Complaint; the Settlement
22 Agreement; the Motion for Preliminary Approval; the Preliminary Approval Order; the Motion for
23 Final Approval and for Service Awards and Attorneys’ Fees and Litigation Costs (once filed); and the
24 Order Granting Final Approval (once entered).

25 e. The Settlement Administrator shall provide counsel for the Parties on a weekly
26 basis with a report that identifies the number of Notices mailed, the number returned, the number re-
27 sent or identified as undeliverable, the results of any skip traces performed, the number of Claim
28 Forms (Opt-Ins) received, the number of Opt-Out Letters received, the number of Objections received,

1 the number of Disputes received, and other relevant information.

2 2.4. Declaration of Compliance

3 No later than fourteen (14) calendar days after the deadline to postmark a request for exclusion
4 as set forth in Section 2.5(a) below, the Settlement Administrator shall provide Defense Counsel and
5 Plaintiffs' Counsel with a declaration attesting to completion of the notice process (and to any ongoing
6 attempt to obtain valid mailing addresses for, and the re-sending of, any returned Notices), including
7 the steps that the Settlement Administrator is required to take under Section 2.3(b)-(d) and the final
8 numbers with respect to the information provided under Section 2.3(e), which shall be filed with the
9 Court by Plaintiffs' Counsel with the final approval motion.

10 2.5. Responses to Notice

11 a. Opting Out from the California Class

12 Any California Class Member who does not wish to become a Participating Claimant may opt-
13 out from the California Class by submitting a request for exclusion as explained in the Notice of Class,
14 Collective, and Representative Action Settlement. For a request for exclusion to be valid, the
15 California Class Member must send a letter to the Settlement Administrator that (1) legibly states the
16 California Class Member's name and address, (2) states that the California Class Member does not
17 wish to participate in the Settlement, (3) requests exclusion from the Settlement, and (4) must be
18 signed by the California Class Member ("Opt Out Letter"). Any such request will be timely only if
19 postmarked no later than sixty (60) days after the date of the initial mailing of the Class Notices by the
20 Settlement Administrator, or if otherwise agreed by the Parties, through Plaintiffs' Counsel and
21 Defense Counsel, in writing. Opt Out Letters must be made individually and cannot be made on behalf
22 of a group of employees or on behalf of other California Class Members. The Parties will not
23 encourage California Class Members to exclude themselves.

24 b. Objections to Settlement

25 Any California Class Member wishing to object to the approval of this Settlement ("Objecting
26 California Class Members") shall object in accordance with the terms set forth in the Notice of Class,
27 Collective, and Representative Action Settlement, and the Objection will be timely only if filed no
28 later than sixty (60) days after the date of the initial mailing of the Notice by the Settlement

1 Administrator, or if otherwise agreed to by all Parties, through Plaintiffs' Counsel and Defense
2 Counsel, in writing, or if otherwise ordered by the Court. The Parties will not encourage California
3 Class Members to object to the Settlement. California Class Members who Opt Out of the Settlement
4 and Non-California Opt-in Eligible Plaintiffs shall not have the right or permission to submit
5 objections to the Settlement and any such objections received shall be disregarded for all purposes

6 c. Settlement Administrator's Receipt of Requests for Exclusion and Objections

7 The Settlement Administrator shall (a) date stamp all original Opt Out Letters and Objections
8 that it receives; (b) serve copies on Plaintiffs' Counsel and Defense Counsel no later than three (3)
9 business days after receipt, or immediately if received within five (5) business days of the Final
10 Fairness Hearing; and (c) provide the date-stamped original Objections to Plaintiffs' Counsel to file
11 with the Clerk of the Court with the Motion for Final Approval.

12 d. Failure to Give Notice of Intent to Object

13 Any California Class Member who fails to timely file such a written statement of his or her
14 intention to object shall be foreclosed from making any objection to this Settlement, unless otherwise
15 ordered by the Court.

16 e. Responses to Objections

17 Counsel for the Parties shall file any response to the Objections submitted by Objecting
18 California Class Members at least five (5) court days before the date of the Final Fairness Hearing.

19 f. Options Available to Non-California Opt-in Eligible Plaintiffs

20 Non-California Opt-in Eligible Plaintiffs shall have two options: either participate in the
21 Settlement by submitting a Claim Form within sixty (60) days after the date of the initial mailing of the
22 Notice by the Settlement Administrator or, in the case of re-mailing, thirty (30) days (but in no event
23 more than ninety (90) days from the date of initial mailing), or decline to participate in the Settlement
24 by not submitting the Claim Form. Non-California Opt-in Eligible Plaintiffs who do not wish to
25 participate in the settlement need not submit any exclusion request; they can exclude themselves
26 simply by not submitting the Claim Form. Non-California Opt-in Eligible Plaintiffs' only options are
27 to participate or not to participate; they shall not have the option of participating but submitting
28 Objections to the Settlement. The Parties shall not encourage Non-California Opt-in Eligible Plaintiffs

1 to exclude themselves by not submitting a Claim Form.

2 2.6. Application for Attorneys' Fees and Litigation Costs

3 Plaintiffs' motion for an award of Attorneys' Fees, Litigation Costs, and Service Awards, shall
4 be filed at least 35 days prior to the deadline for Objections as set forth in Section 2.5(b).

5 2.7. Final Fairness Hearing

6 Prior to the date of the Final Fairness Hearing, Plaintiffs' Counsel shall move the Court for
7 entry of the Final Approval Order. Plaintiffs' Counsel agrees to allow Defense Counsel the opportunity
8 to review and reasonably approve the motion and supporting papers prior to filing. Plaintiffs' Counsel
9 will provide Defense Counsel the motion and supporting papers five (5) business days prior to filing,
10 and Defense Counsel must provide any responses within three (3) business days of receipt.

11 A Final Fairness Hearing shall be held before the Court on the date specified in the Preliminary
12 Approval Order, which shall be no earlier than 150 days after the date of the Preliminary Approval
13 Order, provided, however, that the Parties may mutually agree, with Court approval, to reschedule the
14 Final Fairness Hearing to a later date without any further notice to the Class Members and any new
15 date shall be posted on the website maintained by the Settlement Administrator. At the Final Fairness
16 Hearing, the Parties will ask the Court to consider the level of participation, as well as any timely
17 objections and all responses by the Parties to such objections. At the Final Fairness Hearing, the
18 Parties shall ask the Court to give final approval to this Agreement and enter Judgment with respect to
19 the Settlement. Within two (2) business days of receipt of the Final Approval Order by Plaintiffs'
20 Counsel, Plaintiffs' Counsel shall serve a Notice of Entry of Judgment with a copy of the Judgment
21 and Final Approval Order on all Parties and each Class Member who submitted any Objections and
22 shall furnish a copy to the Settlement Administrator.

23 2.8. Settlement Payment Procedures

24 a. Total Settlement Fund

25 The maximum and all-inclusive Total Settlement Fund to be paid by Cushman shall be limited
26 to a total not to exceed Four Million Nine Hundred Thousand Dollars (\$4,900,000), plus the employer
27 share of payroll taxes on the wage portion being allocated to all Participating Class Members, less the
28 total gross amount of all Non-California Opt-in Eligible Plaintiffs who do not Opt-in to the Settlement

1 based on the combined Individual Payment Amounts as set forth in the Notices pursuant to Section
2 2.3(c) of this Agreement. All amounts to be paid by Cushman for the Total Settlement Fund shall be
3 paid to the Qualified Settlement Fund within the meaning of Section 468B of the Internal Revenue
4 Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, *et seq.*, which shall be administered by
5 the Settlement Administrator pursuant to the final terms of the Settlement as approved by the Court.
6 The Settlement Administrator shall request and obtain from the IRS an appropriate Tax ID for the
7 Qualified Settlement Fund and shall act as a fiduciary with respect to the handling, management and
8 distribution of the settlement payments. All amounts to be paid to anyone pursuant to this Agreement
9 (“Settlement Amounts”) shall be paid out of the Qualified Settlement Fund. Such Settlement
10 Amounts, as set forth in detail below, shall include all amounts to be paid to Plaintiffs and
11 Participating Claimants; all amounts to be paid to Plaintiffs’ Counsel as Plaintiffs’ Counsel’s
12 Attorneys’ Fees; all amounts to be paid to Plaintiffs’ Counsel as Plaintiffs’ Counsel’s Litigation Costs;
13 all amounts to be paid as Service Awards to Plaintiffs and Declarants; all amounts to be paid as
14 Settlement Administration Costs; all amounts required to be reported, withheld and paid as federal,
15 state and local payroll taxes (including the employer’s share of payroll taxes to be separately funded by
16 Cushman), with respect to the Participating Claimants’ Individual Payment Amounts; the payment to
17 the Labor and Workforce Development Agency (“LWDA”) for its portion of the amount paid to settle
18 PAGA claims; PAGA penalties to the Aggrieved Employees; and any other Settlement Amounts to be
19 paid under this Agreement.

20 Within fifteen (15) business days after the entry of the Final Approval Order, the Settlement
21 Administrator shall calculate the Final Individual Payment Amount to be paid to each Participating
22 Claimant after first subtracting out the total gross amount with respect to all Non-California Opt-in
23 Eligible Plaintiffs who did not Opt-in to the Settlement, and prepare a Final Statement of Individual
24 Payment Amounts. From the Total Settlement Fund as adjusted, consistent with the terms of this
25 Agreement, the Settlement Administrator shall deduct the Settlement Administrator Costs, Plaintiffs’
26 Counsel’s Litigation Costs and Plaintiffs’ Counsel’s Attorneys’ Fees approved by the Court, and the
27 Service Awards to Plaintiffs and Declarants. The remaining funds shall constitute the “Net Settlement
28 Fund” from which to pay Participating Claimants. The PAGA Payment and penalties to the Aggrieved

1 Employees shall be deducted from the portion of the Net Settlement Fund allocated to California Class
2 Members.

3 b. Payment of Total Settlement Fund

4 Within fifteen (15) business days after the entry of the Final Approval Order, the Settlement
5 Administrator shall provide wiring instructions to Cushman to wire funds for the Total Settlement
6 Fund to the Settlement Administrator for deposit into the Qualified Settlement Fund, which are
7 sufficient to fund the payment of all Settlement Amounts. Within five (5) business days after
8 calculating the Final Individual Payment Amounts, the Settlement Administrator shall notify the
9 Parties of the amount necessary for Cushman to fund the Total Settlement Fund, plus the amount
10 necessary for Cushman to pay the employer's share of payroll taxes. Cushman shall wire funds to the
11 Settlement Administrator for deposit into the Qualified Settlement Fund in amounts sufficient to fund
12 payment of the Settlement Amounts and the employer's payroll taxes no later than fifteen
13 (15) business days after the Effective Date.

14 c. Settlement Administration Costs

15 All costs of administering the Settlement, including but not limited to all tax obligations,
16 custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees
17 associated with preparing, issuing and mailing any and all notices or reminders to Participating
18 Claimants; all costs and fees associated with computing, processing, reviewing, issuing and paying the
19 Service Awards, Settlement Amounts, interest, taxes, and any other payments to be made out of or into
20 the Qualified Settlement Fund; all costs and fees associated with preparing any tax returns and any
21 other filings required by any governmental taxing authority or agency; all costs and fees associated
22 with preparing any other notices, reminders, reports, or filings to be prepared in the course of the
23 settlement or in administering disbursements from the Total Settlement Fund including any notice to
24 the Attorney General and state attorneys general under the Class Action Fairness Act; and any other
25 costs and fees incurred and/or charged by the Settlement Administrator in connection with the
26 execution of its duties under this Agreement ("Settlement Administration Costs"), which is estimated
27 at no more than \$20,000 and shall also be paid from the Total Settlement Fund. The Settlement
28 Administration Costs shall be paid to the Settlement Administrator within five (5) business days of

1 receipt of the funds into the Qualified Settlement Fund.

2 d. Attorneys' Fees and Costs

3 Subject to Court approval, Plaintiffs' Counsel will be paid up to one-third of the Total Settlement
4 Fund, which equals \$1,633,333.33 for attorneys' fees ("Attorneys' Fees"). Subject to Court
5 approval, Plaintiffs' Counsel will also be paid reasonable and actual costs actually expended in
6 prosecuting this action from the Total Settlement Fund ("Litigation Costs") in a sum not to exceed
7 \$60,000. The Settlement is not conditioned upon the Court's approval of Plaintiffs' Counsel's
8 request for Attorneys' Fees and Litigation Costs in the stated amounts and any amount not approved by
9 the Court will revert to the Net Settlement Fund to be split pro rata among the Participating Claimants.
10 The Court-ordered Attorneys' Fees and Litigation Costs shall be paid by the Settlement Administrator no
11 later than five (5) business days after receipt of funds into the Qualified Settlement Fund.

12 e. Service Awards Payable to Plaintiffs and Declarants

13 Subject to Court approval, Plaintiffs Dimitri Dixon and Ryan Seltz shall receive a Service
14 Award of \$10,000 each, and Declarants Benjamin Blake, Eric Hix, Katherine Pierno, John Dickerson,
15 Heather Elliot, and Teresa Simone shall receive an award of \$2,000 each. The Service Awards shall be
16 paid out of the Total Settlement Fund. In order to receive said Service Award, Plaintiffs agree to each
17 sign a Complete and General Release of all Claims (in substantially the form of Exhibit K for Plaintiff
18 Dixon and Exhibit L for Plaintiff Seltz), known or unknown, suspected or unsuspected, that they had,
19 now have, or may hereafter claim to have against the Released Parties arising out of, or relating in any
20 way to, their hiring by, employment with, separation of employment with the Released Parties
21 ("Plaintiffs' Released Claims"), arising or accruing from the beginning of time up through the date of
22 signature of this Settlement Agreement ("Plaintiffs' Released Period"). The Release for Plaintiff
23 Dixon shall include an acknowledgment and voluntary release of California Civil Code Section 1542.
24 The Settlement is not conditioned upon the Court's approval of Plaintiffs' request for Service Awards
25 in the stated amounts and any amount not approved by the Court as a Service Award will revert to the
26 Net Settlement Fund to be split pro rata among the Participating Claimants. The Court approved
27 Service Awards shall be paid by the Settlement Administrator no later than five (5) business days after
28 receipt of funds into the Qualified Settlement Fund. The Settlement Administrator will report the

1 Service Awards on Form 1099s, which it will provide to Plaintiffs and Declarants and to the pertinent
2 taxing authorities as required by law. Plaintiffs and Declarants agree to assume all responsibility and
3 liability for the payment of taxes due on their respective Service Awards.

4 f. Class Members' Individual Payment Amounts

5 The estimated proportionate share of the Net Settlement Fund for each Class Member will be
6 determined by the Settlement Administrator pursuant to the following formula:

7 (1) Each Non-California Opt-in Eligible Plaintiff shall be assigned one point
8 for each of their Eligible Workweeks

9 (2) Each *Seltz* Opt-in Plaintiff and *Dixon II* Opt-in Plaintiff shall be assigned
10 two points for each of their Eligible Workweeks;

11 (3) Each California Class Member shall be assigned three points for each of
12 their Eligible Workweeks;

13 (4) Each *Dixon I* Opt-in Plaintiff shall be assigned four points for each of
14 their Eligible Workweeks.

15 To calculate each Class Members' proportionate share:

16 (1) Add all points for all Eligible Settlement Class Members together to
17 obtain the "Denominator";

18 (2) Divide the number of points for each individual Class Member by the
19 Denominator to obtain each individual Members' "Portion of the Net Settlement Fund"; and

20 (3) Multiply each Class Member's Portion of the Net Settlement Fund by the
21 Net Settlement Fund to determine each Eligible Settlement Class Member's estimated Individual
22 Payment Amount.

23 g. Tax Characterization of Individual Payment Amounts

24 A portion of each California Class Member's Individual Payment Amount shall represent
25 wages and a portion shall represent non-wages, including interest and penalties: 1/3 of each Individual
26 Payment Amount shall be allocated as wages, 1/3 shall be allocated as interest, and 1/3 shall be
27 allocated as penalties, liquidated damages, and other non-wage recovery (which together with the 1/3
28

1 for interest shall not be subject to withholdings or deductions and shall be reported as non-wage
2 income).

3 For all other Participating Claimants who are not California Class Members, 1/2 of each
4 Individual Payment Amount shall be allocated as wages, and 1/2 shall be allocated as penalties,
5 liquidated damages, and other non-wage recovery (which shall not be subject to withholdings or
6 deductions and shall be reported as non-wage income).

7 That portion of each Participating Claimant's Individual Payment Amount constituting interest
8 or penalties will be reported, if required, on a Form 1099 provided to each Participating Claimant, with
9 the required copies of the Form 1099s provided to the pertinent taxing authorities.

10 That portion of each Participating Claimant's Individual Payment Amount constituting wages
11 shall be subject to all applicable federal, state and local taxes and withholdings and will be reported on
12 a Form W-4 provided to each Participating Claimant, with the required copies of the Form W-4s
13 provided to the pertinent taxing authorities.

14 Any and all employer payroll tax obligations on any wage amounts paid to Plaintiffs and
15 Participating Claimants under this Settlement (including any employer FICA or FUTA taxes owed by
16 Cushman or by the Qualified Settlement Fund) are to be paid by Cushman separately into the Qualified
17 Settlement Fund and in addition to the Total Settlement Fund.

18 The Parties are mindful that the total consideration payable hereunder is comprised of a number
19 of separate and distinct claims for damages and penalties by Plaintiffs and Participating Claimants.
20 Accordingly, having considered the matter in detail, having performed their own separate and
21 independent computations and estimation of the damages and penalties potentially awardable to
22 Plaintiffs and Class Members at trial or arbitration, and having done the foregoing with complete and
23 satisfactory access to, and advice from, accounting and legal advisors, the Parties mutually consent and
24 agree that the Participating Claimants' Individual Payment Amounts be apportioned among the
25 Participating Claimants' various wage and non-wage claims as set forth above. Moreover, the Parties
26 mutually consent and agree, and hereby represent to the Court in this judicially supervised settlement
27 transaction, that the apportionment of the Participating Claimants' Individual Payment Amounts as
28 stated above is a reasonable and arm's length determination of the character of the Individual Payment

1 Amounts for all purposes, including for tax purposes. Counsel for the Parties are not tax attorneys and
2 are not providing tax advice. All Parties to this Settlement are responsible for their own compliance
3 with applicable tax laws.

4 h. Payment of PAGA Penalties to the LWDA and to Aggrieved Employees

5 The Parties agree to allocate from the Total Settlement Fund and subject to Court approval the
6 amount of twenty six thousand six hundred sixty-six dollars and sixty-seven cents (\$26,666.67) to
7 settle the claims for PAGA penalties, of which seventy-five percent (75%), or the sum of twenty
8 thousand dollars (\$20,000), shall be paid to the LWDA of the State of California as its share of the
9 PAGA penalties alleged in the Second Amended Complaint, which the Parties believe in good faith is
10 a fair and reasonable apportionment (“PAGA Payment”). The remaining twenty-five percent (25%) of
11 the PAGA penalties in the sum of six thousand six hundred sixty-six dollars and sixty-seven cents
12 (\$6,666.67) will revert to the Net Settlement Fund to be split pro rata among the California Class
13 Members who were employed on or after August 14, 2017 (“Aggrieved Employees”) determined by
14 Eligible Workweeks worked on or after August 14, 2017 through May 31, 2021 (“PAGA Period”).
15 Each Eligible Workweek in the PAGA Period will have the same value. The Court approved PAGA
16 Payment shall be made by the Settlement Administrator to the LWDA no later than five (5) business
17 days after receipt of funds into the Qualified Settlement Fund.

18 Pursuant to PAGA, at the same time that Plaintiffs file the Motion for Preliminary Approval,
19 Plaintiffs’ Counsel will submit the required notice of PAGA settlement to the LWDA along with a
20 copy of this Agreement, and Class Counsel will take all reasonable steps necessary to timely notify the
21 LWDA of the settlement of the PAGA claims, per the requirements set forth in Labor Code section
22 2699(1)(2), including the submission of the [Proposed] Final Order Approving Settlement to the
23 LWDA at the time of filing the Motion for Final Approval of the Settlement and notifying the LWDA
24 of the final judgment pursuant to Labor Code section 2699(1)(3).

25 i. Unclaimed Funds for Participating Claimants and Aggrieved Employees

26 To the extent there are any payments made to Participating Claimants that remain undeliverable
27 and/or uncashed one hundred and eighty (180) days after the initial mailing of the checks by the
28 Settlement Administrator, all such checks will be voided (collectively, the “Voided Settlement

1 Checks”) and the equivalent amount of the Voided Settlement Checks shall be distributed by the
2 Settlement Administrator as follows:

3 (1) The funds representing the Voided Settlement Checks attributable to
4 California Class Members and Aggrieved Employees shall be sent to the Controller of the State of
5 California, in the name of that California Class Member and/or Aggrieved Employee, to be held
6 pursuant to the Unclaimed Property Law for the benefit of the California Class Member and/or
7 Aggrieved Employee until such time as they claim their property, as allowed by law. The Parties agree
8 this disposition results in no “unpaid residue” under California Civil Procedure Code § 384 (b), as the
9 entire Net Settlement Fund will be paid to California Settlement Class members, whether or not all
10 checks are cashed. Because no unpaid residue will exist, Cushman will not be required to pay any
11 interest on the uncashed checks;

12 (2) The funds representing the Voided Settlement Checks attributable to
13 Non-California Opt-in Eligible Plaintiffs who timely submitted Consent to Join forms shall be sent to a
14 cy pres beneficiary to be mutually agreed upon by the Parties and approved by the Court.

15 (3) Uncashed checks attributable to *Dixon II* Opt-in Plaintiffs shall be
16 deposited into the client trust account of Plaintiffs’ Counsel representing the *Dixon II* Opt-in Plaintiffs
17 to be held until such Plaintiffs can be located; and

18 (4) Uncashed checks attributable to *Seltz* Opt-in Plaintiffs shall be deposited
19 into the client trust account of Plaintiffs’ Counsel representing the *Seltz* Opt-in Plaintiffs to be held
20 until such Plaintiffs can be located.

21 j. No Additional Contribution by Cushman

22 Cushman’s monetary obligations under this Agreement are limited to the amount defined as the
23 Total Settlement Fund, as well as the employer’s share of payroll taxes. Cushman may not be called
24 upon or required to contribute additional monies above the Total Settlement Fund under any
25 circumstances whatsoever.

26 k. The Settlement Administrator

27 The Settlement Administrator will administer disbursements from the Total Settlement Fund
28 paid by Cushman into the Qualified Settlement Fund, including, but not limited to, distributing the

1 Notices, calculating claims against the Qualified Settlement Fund, preparing and issuing all
2 disbursements of the Settlement Amounts required to be paid to the Participating Claimants, Aggrieved
3 Employees, Plaintiffs, Declarants, Plaintiffs' Counsel, the LWDA, and the local state and federal
4 payroll tax authorities, tracking whether Participating Claimants have cashed issued checks and
5 sending a reminder to any such employee who has not cashed the check forty five (45) calendar days
6 after the initial mailing of the checks (*i.e.*, a reminder of the 180-day time-period to cash the check),
7 and handling inquiries about the calculation of the Individual Payment Amounts. The Settlement
8 Administrator shall be responsible for the timely filing of all federal, state and local tax returns of the
9 Qualified Settlement Fund and making the timely payment of any and all taxes and withholdings
10 required with such returns. The Settlement Administrator shall provide an address and toll-free
11 telephone number to respond to inquiries about the Notices and determination of the Individual
12 Payment Amounts. The Settlement Administrator shall also perform such other reasonable duties as
13 are regularly and customarily performed in connection with the settlement of class, collective and
14 representative actions.

15 All Settlement Administration Costs associated with administering disbursements from the
16 Qualified Settlement Fund including, but not limited to, the fees and costs of the Settlement
17 Administrator and the cost of the Notices, shall be paid entirely from the Total Settlement Fund paid
18 by Cushman into the Qualified Settlement Fund. The Parties expect that the Settlement Administrator
19 shall conduct all administration of all disbursements of the Total Settlement Fund.

20 I. Resolution of Disputes

21 Any Class Member who disputes the workweeks and estimated Individual Payment Amount
22 included in his or her Notice may so indicate and explain such disagreement in writing to the
23 Settlement Administrator via email or mail. The dispute correspondence must be postmarked within
24 forty-five (45) calendar days of the notice mailing. Any such employee may submit any
25 documentation relating to his or her dispute. Cushman's employment records will be presumed to be
26 correct unless proven otherwise by the Class Member. The Settlement Administrator shall notify
27 Defense Counsel and Plaintiffs' Counsel of any such dispute no later than three (3) business days after
28 receiving notice of the dispute. The Settlement Administrator shall attempt to resolve the

1 disagreement and may request any information or assistance from Defense Counsel and/or Plaintiffs'
2 Counsel that the Settlement Administrator, in its sole discretion, believes may assist it in resolving the
3 disagreement. However, the Settlement Administrator shall have final and binding authority to resolve
4 any disputes based on the records of either Cushman or the Class Member. The Parties and their
5 counsel shall use their best efforts to ensure that any and all such disputes are resolved.

6 m. Payment of Individual Payment Amounts

7 The Settlement Administrator shall issue and mail the settlement checks for the Individual
8 Payment Amounts within ten (10) business days after receipt of the funds into the Qualified Settlement
9 Fund. The mailing shall be by first-class United States mail to the last known mailing address of each
10 Participating Claimant on the Class List or as otherwise updated by the Participating Claimant.

11 n. Minimum Settlement Payment Amount

12 In the event that an individual Participating Claimant's Individual Payment Amount as
13 calculated based on the total number of workweeks as provided in this Agreement is less than Five
14 Dollars (\$5.00), the Participating Claimant shall receive an Individual Payment Amount equal to Five
15 Dollars (\$5.00) and the other Individual Payment Amounts shall be adjusted accordingly on a pro-rata
16 basis.

17 o. Opt-In for FLSA Claims

18 The cashing of the settlement check by a California Class Member who becomes a
19 Participating Claimant shall be deemed to be an opt-in for purposes of the FLSA claims referred to in
20 the Released Claims. The Settlement Administrator shall include a legend on the settlement checks
21 stating: "By cashing this check, I am opting into the *Dixon et al. v. Cushman & Wakefield Western,*
22 *Inc., et al.*, lawsuit under the FLSA and releasing the FLSA claims defined in the Settlement
23 Agreement."

24 **3. LIMITATIONS ON USE OF THIS SETTLEMENT**

25 3.1. No Admission

26 Neither the acceptance nor the performance by Cushman of the terms of this Agreement nor
27 any of the related negotiations or proceedings is or shall be claimed to be, construed as, or deemed to
28 be an admission by Cushman of the truth of any of the allegations in the Complaints, the representative

1 character of the Actions, the validity of any of the claims that were or could have been asserted by
2 Plaintiffs and/or Participating Claimants in the Actions, that any of the claims were meritorious, or of
3 any liability, wrongdoing or guilt of Cushman in the Actions. Cushman denies that it engaged in any
4 unlawful activity or wrongful conduct, failed to comply with the law in any respect, or has any liability
5 to anyone under the claims asserted in the Actions. This Agreement is entered into solely for the
6 purpose of compromising highly disputed claims.

7 3.2. Non-Evidentiary Use

8 Neither this Agreement nor any of its terms or related motions and documents filed in
9 connection with the Settlement shall be offered or used as evidence by any of the Parties, Participating
10 Claimants, or any other person or entity or their respective counsel either in the Actions or in any other
11 civil, criminal or administrative action or proceeding of any kind, either as evidence or in discovery for
12 any purpose, including the fact that Cushman was willing to certify the Class for settlement purposes
13 will have no bearing on, and will not be admissible in connection with, the issue of whether the Class
14 should be certified in a non-settlement context in the Actions or any other action; provided, however,
15 that nothing contained in this section shall prevent this Agreement from being used, offered, or
16 received in evidence in any proceeding to enforce, construe, or finalize the Settlement pursuant to the
17 terms of this Agreement.

18 3.3. No Public Comment

19 The Parties and their counsel agree that they will not issue any press releases, initiate any
20 contact with the press, hold any press conference, respond to any press inquiry, or have any
21 communication with the press about the fact, amount or terms of the Settlement. If the Parties are
22 contacted by the press or other third party regarding the Settlement, the Parties shall be limited in their
23 response to informing the initiating contactor that the Parties have mutually agreed to a settlement and
24 the initiating contactor should refer to the public records filed with the Court for more information. In
25 addition, the Parties and their counsel agree that they will not engage in any advertising or distribute
26 any marketing materials relating to the Settlement of this case in any manner that identifies Cushman,
27 including but not limited to any postings on any websites maintained by Plaintiffs' Counsel or any
28 other websites, internet blogs, chatrooms or social media sites. However, Plaintiffs' Counsel may

1 identify this Settlement in other matters to demonstrate their adequacy as counsel in such other matters,
2 and Cushman may inform its employees that Cushman encourages all Class Members to participate in
3 the Settlement and that California Class Members Opting-Out will not save Cushman any money.
4 Nothing herein shall prohibit Cushman or its counsel from making any necessary disclosures to any
5 government regulators, or its auditors, insurers, accountants or financial institutions for legitimate
6 business reasons, or to any putative Class Member asserting any similar claim and/or to such counsel
7 to notify them of this Settlement. This provision also does not limit or restrict the ability of Plaintiffs'
8 Counsel to file this Agreement with the Court or the LWDA in connection with the settlement approval
9 process.

10 3.4. No Solicitation Not to Participate

11 Neither the Parties, nor their respective counsel, will directly or indirectly solicit or otherwise
12 encourage any Class Member to Opt-Out and seek exclusion from the Settlement, to not Opt-in to the
13 Settlement, to object to the Settlement, or to appeal from the Judgment.

14 3.5. No Collateral Attack

15 This Agreement shall not be subject to collateral attack by any Participating Claimant or any
16 recipient of the Notices after the Judgment and Final Order is entered. Such prohibited collateral
17 attacks shall include but not be limited to claims that the number of work weeks attributed to the
18 Participating Claimant was erroneous or that the Participating Claimant failed for any reason to receive
19 timely notice of the procedure for disputing the calculation of his or her Individual Payment Amount.

20 3.6. Nullification

21 If (a) the Court should for any reason fail to certify a class for settlement; or (b) the Court
22 should for any reason fail to approve this Settlement materially in the form agreed to by the Parties; or
23 (c) the Court should for any reason fail to enter the Judgment and Final Order; or (d) the Judgment and
24 Final Order is reversed, modified, or declared or rendered void, then either Party will have the
25 unilateral right to void the Settlement in its entirety by providing written notice of such termination to
26 the other Party within ten (10) days of the Court's ruling; provided, however, that prior to terminating
27 the Agreement the Parties agree to first meet and confer in good faith to address and attempt to resolve
28 the Court's concerns. Upon written notice of any such termination by either Party (i) this Agreement

1 shall be considered null and void, (ii) neither this Agreement nor any of the related negotiations or
2 proceedings shall be of any force or effect, including with respect to any previously agreed class
3 certifications or payment obligations, (iii) all Parties to this Agreement shall stand in the same position,
4 without prejudice, as if the Agreement had been neither entered into nor filed with the Court, and
5 (iv) the Party voiding the Agreement shall be responsible to pay the fees and expenses incurred by the
6 Settlement Administrator through the date of such notice. However, an award by the Court of a lesser
7 amount than that sought by Plaintiffs for Attorneys' Fees and Litigations Costs or for any Service
8 Awards will not constitute a material modification of the Settlement within the meaning of this
9 paragraph and shall not render the Settlement voidable.

10 If five percent (5%) or more of the California Class Members request exclusion and opt out of
11 this Settlement, then Cushman in its sole discretion may nullify and void this Agreement in its entirety.
12 Cushman shall have ten (10) days after receiving notice that five percent (5%) or more of the
13 California Class has requested exclusion to inform the Parties of its decision to nullify and void this
14 Agreement. Cushman shall pay all reasonable costs incurred by the Settlement Administrator should it
15 exercise its rights under this section.

16 3.7. No Effect on Other Benefits. The Settlement Shares will not result in any additional
17 employee benefit payments (such as pension, ERISA, 401(k), vacation or bonus) and shall not have
18 any effect on the eligibility for, or calculation of, any past or future employee benefits, vesting, credits,
19 or hours of service, including but not limited to with respect to any employee pension, 401(k), health
20 and welfare, profit-sharing, stock option, vacation, PTO, paid sick, bonus or other benefit plan or
21 program of any kind. Plaintiffs and Class Members are deemed to have waived all such claims,
22 whether known or unknown by them, as part of their release of claims under this Agreement.

23 **4. RELEASE**

24 **4.1. PLAINTIFFS AND PARTICIPATING CLAIMANTS' RELEASE OF RELEASED**
25 **PARTIES**

26 It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge the
27 Released Claims. Upon entry of the Judgment and Final Order, Plaintiffs and each and every
28 Participating Claimant shall be bound by this Agreement and shall have recourse to the benefits, rights,

1 and remedies exclusively as provided hereunder. Plaintiff Dixon and each and every California Class
2 Member who does not submit a timely Opt Out Letter shall be deemed to have, and by operation of the
3 Judgment and Final Order shall have fully, finally, and forever released, relinquished, and discharged
4 each and all of the Released Parties from any and all Released California Claims; provided, however,
5 that any California Class Member who Opt Out of the Settlement shall still be bound to the settlement
6 and release of claims for any penalties arising under PAGA. In addition, any California Class Member
7 who becomes a Participating Claimant and timely endorses and negotiates his or her settlement check
8 shall also release claims under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* and implementing
9 regulations. Furthermore, Plaintiff Seltz and each and every *Dixon II* Opt-in Plaintiff and *Seltz* Opt-in
10 Plaintiff, as well as any Non-California Opt-in Eligible Plaintiff who submits a Claim Form, shall be
11 deemed to have, and by operation of the Judgment and Final Order shall have fully, finally, and forever
12 released, relinquished, and discharged each and all of the Released Parties from any and all Released
13 Opt-in Claims.

14 Plaintiff Dixon and each and every California Class Member who does not submit a timely Opt
15 Out Letter shall be deemed to have acknowledged and agreed that: (1) their claims for missed meal
16 and rest breaks, overtime compensation, minimum wages, wages for all hours worked, statutory and
17 civil penalties, and any other payments and/or penalties in the Second Amended Complaint are
18 disputed; and (2) the payments set forth in this Agreement constitute a compromise and settlement in
19 full of any amounts allegedly due to them. In light of the payment by Cushman of all amounts due
20 under this Agreement, Plaintiff Dixon and every California Class Member who does not submit a
21 timely Opt Out Letter shall be deemed to have acknowledged and agreed that California Labor Code
22 section 206.5 is not applicable to the Parties hereto. That section provides in pertinent part as follows:

23 An employer shall not require the execution of any release of a release of
24 a claim or right on account of wages due, or to become due, or made as an
25 advance on wages to be earned, unless payment of those wages has been
made.

26 Each California Class Member who does not submit a timely Opt Out Letter shall be deemed to
27 have made the foregoing release of Released Claims as set forth in this Section 4 as if by manually
28 signing it.

1 This Agreement does not release claims that cannot be released as a matter of law.

2 4.2 **RELEASED PARTIES' RELEASE OF PLAINTIFFS AND PARTICIPATING**
3 **CLAIMANTS**

4 Upon entry of the Judgment and Final Order, the Released Parties shall be bound by this
5 Agreement and shall have recourse to the benefits, rights, and remedies as provided hereunder. The
6 Released Parties shall be deemed to have, and by operation of the Judgment and Final Order shall have
7 fully, finally, and forever released, relinquished, and discharged each and all of the Plaintiffs and
8 Participating Claimants from any and all claims for reimbursement of draws paid by Cushman under
9 any alleged contracts, such as Promissory Notes.

10 This Agreement does not release claims that cannot be released as a matter of law.

11 **5. MISCELLANEOUS PROVISIONS**

12 5.1. Amendments

13 The terms and provisions of this Agreement may be amended only by a written agreement that
14 is both (a) signed by the Plaintiffs and Cushman who executed this Agreement and (b) approved by the
15 Court.

16 5.2. Assignment

17 None of the rights, commitments, or obligations recognized under this Agreement may be
18 assigned by any Party, Participating Claimant, Plaintiffs' Counsel, or Defense Counsel without the
19 express written consent of each Party and their respective counsel hereto. The representations,
20 warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the
21 Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to
22 any other person. Plaintiffs represent, covenant, and warrant that they have not directly or indirectly
23 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity
24 any portion of any liability, claim, demand, action, cause of action, or rights herein released and
25 discharged pursuant to this Agreement.

26 5.3. Successors

27 This Agreement will be binding upon, and inure to the benefit of, the successors of each of the
28 Parties.

1 5.4. Governing Law

2 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall
3 be determined, in accordance with the laws of the State of California, irrespective of the State of
4 California's choice of law principles, and the federal Rules of Civil Procedure and applicable federal
5 law with respect to the settlement of the FLSA claims.

6 5.5. Entire Agreement

7 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
8 contains the entire understanding of the Parties hereto with respect to the subject matter contained
9 herein. In case of any conflict between text contained in Sections 1 through 5 of this Agreement and
10 text contained in Exhibits to this Agreement, the former shall be controlling. There are no restrictions,
11 promises, representations, warranties, covenants, or undertakings governing the subject matter of this
12 Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all
13 prior agreements and understandings among the Parties hereto with respect to the settlement of the
14 action.

15 5.6. Attorney Authorization

16 Plaintiffs' Counsel and Defense Counsel warrant and represent that they are authorized by
17 Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken
18 by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents
19 required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with
20 each other and use their best efforts to effect the implementation of the Settlement. In the event the
21 Parties are unable to reach agreement on the form or content of any document needed to implement the
22 Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of
23 this Agreement, the Parties will seek the assistance of mediator Steve Rottman and then the Court, and
24 in all cases, all such documents, supplemental provisions and assistance of the Court will be consistent
25 with this Agreement.

26 5.7. Waiver of Compliance

27 Any failure of any Party, Defense Counsel, and/or Plaintiffs' Counsel hereto to comply with
28 any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the

1 extent permitted under applicable law, by the Party or Parties and their respective counsel hereto
2 entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to
3 insist upon strict compliance with any representation, warranty, covenant, agreement, or condition
4 shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

5 5.8. Notices

6 All notices, demands, and other communications to be provided concerning this Agreement
7 shall be in writing and delivered by mail and by e-mail at the addresses set forth below, or such other
8 addresses as either Party may designate in writing from time to time:

9 If to Defendants: Thomas H. Petrides
10 Vedder Price (CA), LLP
11 1925 Century Park East, Suite 1900
12 Los Angeles, CA 90067
tpetrides@vedderprice.com; and

13 Mindy M. Wong
14 Vedder Price (CA), LLP
15 275 Battery Street, Suite 2464
16 San Francisco, CA 94111
mwong@vedderprice.com.

17 If to Plaintiffs: Laura L. Ho and Ginger Grimes,
18 Goldstein, Borgen, Dardarian &
19 Ho, 155 Grand Avenue, Suite 900
20 Oakland, CA 94612
cushmanappraiser@gbdhlegal.com

21 Deirdre Aaron
22 OUTTEN & GOLDEN, LLP
23 685 Third Avenue, 25th Floor
24 New York, NY 10017

25 Molly J. Frandsen
26 OUTTEN & GOLDEN, LLP
27 One California Street, 12th Floor
28 San Francisco, CA 94111
CWAppraisersCase@outtengolden.com

Gregg I. Shavitz
gshavitz@shavitzlaw.com
Paolo Meireles
Shavitz Law Group, P.A.
951 Yamato Rd, Suite 285
Boca Raton, FL 33431
gshavitz@shavitzlaw.com
pmeireles@shavitzlaw.com

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5.9. Counterparts

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Facsimile, PDF and electronic signatures will be presumptive evidence of execution of the original. Any executed counterpart will be admissible to prove the existence and contents of this Agreement. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

5.10. Meet and Confer Regarding Disputes

Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, a representative from Plaintiffs' Counsel and a representative from Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

5.11. Jurisdiction of the Court

The Parties agree that this Settlement Agreement shall be enforceable by the Court after Final Approval and entry of Judgment. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith. It is the intent of the Parties that the Judgment entered by the Court upon final approval of the Settlement shall have *res judicata* effect and shall be final and binding upon Plaintiffs and all Participating Claimants regarding all of the Released California Claims and the Released Opt-in Claims.

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IT IS SO STIPULATED.

Dated: June 30, 2021

DocuSigned by:
Dimitri Dixon
Dimitri Dixon, Plaintiff

Dated: June __, 2021

Ryan Seltz, Plaintiff

Dated: June __, 2021

CUSHMAN & WAKEFIELD, INC., Defendant

By: _____

Title: _____

Dated: June __, 2021

CUSHMAN & WAKEFIELD WESTERN,
INC., Defendant

By: _____

Title: _____

Dated: June __, 2021

CUSHMAN & WAKEFIELD OF
WASHINGTON, DC, INC., Defendant

By: _____

Title: _____

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IT IS SO STIPULATED.

Dated: June ___, 2021

6/30/2021

Dated: June ___, 2021

Dated: June ___, 2021

Dated: June ___, 2021

Dated: June ___, 2021

Dimitri Dixon, Plaintiff

DocuSigned by:

D3870AAFC32A461...

Ryan Seltz, Plaintiff

CUSHMAN & WAKEFIELD, INC., Defendant

By: _____

Title: _____

CUSHMAN & WAKEFIELD WESTERN,
INC., Defendant

By: _____

Title: _____

CUSHMAN & WAKEFIELD OF
WASHINGTON, DC, INC., Defendant

By: _____

Title: _____

1 **IT IS SO STIPULATED.**

2 Dated: June ____, 2021

3 _____
4 Dimitri Dixon, Plaintiff

5 Dated: June ____, 2021

6 _____
7 Ryan Seltz, Plaintiff

8 Dated: June 25, 2021

CUSHMAN & WAKEFIELD, INC., Defendant

9
10 By: Ryan Lawrence

11 Title: Deputy General Counsel

12 Dated: June 25, 2021

13 CUSHMAN & WAKEFIELD WESTERN,
14 INC., Defendant

15 By: Ryan Lawrence

16 Title: Deputy General Counsel

17 Dated: June 25, 2021

18 CUSHMAN & WAKEFIELD OF
19 WASHINGTON, DC, INC., Defendant

20 By: Ryan Lawrence

21 Title: Deputy General Counsel

Exhibit A

[EXHIBIT A]

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

[NAME]

[ADDRESS]

[CITY, STATE ZIP]

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 approximately \$**[AMOUNT]**, subject to deductions for applicable taxes.

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.
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- 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.██████████.com, 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.XXXX.com.

The Settlement Administrator used information from Cushman’s records to calculate your payment. Cushman’s records show that you worked as a **XX[Junior Appraiser/Appraiser]** in **XX[state]** from **XX [start date]** to **XX[end date]** **[repeat this line if worked in more than one covered position or location]**. 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 **[insert date 45 days from mailing]**. 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 _____, at _____ to determine whether to give final approval to the settlement. This date may change without further notice to class members. Please check [settlement website] 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 court, 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 **[INSERT DATE 60 DAYS FROM NOTICE MAILING]**.

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.

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. 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 **[INSERT DATE 60 DAYS FROM NOTICE MAILING]**.

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 _____ in _____. This date may change without further notice to class members. Please check [[settlement website](#)] 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 work for 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 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.XXX.com](#).

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, **phone number and email address _____** 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: _____, 21__

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

Exhibit B

[EXHIBIT B]

OFFICIAL COURT NOTICE OF COLLECTIVE ACTION SETTLEMENT AND OPPORTUNITY TO JOIN

[NAME]

[ADDRESS]

[CITY, STATE ZIP]

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 approximately \$[AMOUNT], subject to deductions for applicable taxes.
- 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 [60 DAYS FROM DATE OF MAILING]. If you fail to timely return a Claim Form post-marked or otherwise received by [60 DAYS FROM DATE OF MAILING], 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	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 [INSERT DATE 60 DAYS FROM NOTICE MAILING]. If you choose to participate in the settlement, you will release the Released Opt-in Claims discussed in Section 10 below.

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._____.com, 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.XXXX.com.

The Settlement Administrator used information from Cushman’s records to calculate your payment. Cushman’s records show that you worked as a **XX[Junior Appraiser/Appraiser]** in **XX[state]** from **XX [start date]** to **XX[end date]** **[repeat this line if worked in more than one covered position or location]**. 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 **[insert date 45 days from mailing]**. 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, **[INSERT DATE 60 DAYS FROM NOTICE MAILING]**.

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

[INSERT SETTLEMENT ADMINISTRATOR CONTACT]

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 _____, at _____ 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 _____ in _____. This date may change without further notice. Please check [[settlement website](#)] 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.XXXXX.com 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, [phone number and email address _____](#) 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: _____, 2021

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

Exhibit C

[EXHIBIT C]

Estimated Award (before taxes): **[\$[AMOUNT]**

[Collective Member Name]

[Mailing Address 1]

[Mailing Address 2]

[City, State ZIP]

CONSENT TO JOIN SETTLEMENT, RELEASE, AND CLAIM FORM

The form must be returned to the Settlement Administrator so that it is postmarked or received by facsimile or email by **[60 DAYS FROM DATE OF MAILING].**

I hereby consent to join and opt-in as a plaintiff for settlement purposes in the above-captioned lawsuit against Cushman & Wakefield, Inc., Cushman & Wakefield Western, Inc., and Cushman & Wakefield of Washington, DC, Inc. and to be bound by any adjudication of this action by the Court. I further agree to be bound by the collective action settlement. I hereby designate the law firms of Goldstein, Borgen, Dardarian & Ho, Outten & Golden LLP, and Shavitz Law Group to represent me in this action. I understand that if I return this Claim Form, I will fully and completely release Cushman & Wakefield, Inc. and its past and present parents, subsidiaries, related entities, and affiliates, and its and their respective present and former officers, directors, stockholders, agents, employees, insurers, co-insurers, reinsurers, attorneys, accountants, auditors, advisors, representatives, consultants, pension and welfare benefit plans, plan fiduciaries, administrators, trustees, partners, predecessors, successors and assigns from 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.

Full Legal Name (print)

Signature

Maiden or other names worked under

Street Address*

City, State and Zip Code*

Cell phone*

Home Telephone Number*

E-mail Address*

*This information will be will not be filed in the public record.

Exhibit D

[EXHIBIT D]

**IMPORTANT REMINDER REGARDING
CUSHMAN SETTLEMENT**

Recently you should have received a Court-authorized Notice advising that you are eligible to receive a settlement payment from a collective action lawsuit against Cushman & Wakefield, Inc., Cushman & Wakefield Western, Inc., and Cushman & Wakefield of Washington, DC, Inc. The litigation is known as *Dixon v. Cushman & Wakefield Western, Inc.*, Case No. 3:18-cv-05813-JSC.

IMPORTANT: Our records indicate that you have not yet submitted a Claim Form. In order to receive a settlement payment, you must complete a Claim Form and submit it to:

CUSHMAN SETTLEMENT ADMINISTRATOR

<ADDRESS>

<PHONE>

<FAX>

<E-MAIL>

<WEBSITE>

Your claim form must be postmarked or otherwise received by **[INSERT DATE 60 DAYS FROM MAILING]**.

If you have any questions, you may contact the Settlement Administrator or Plaintiffs' Counsel:

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

Exhibit E

[EXHIBIT E]

OFFICIAL COURT NOTICE OF COLLECTIVE ACTION SETTLEMENT

[NAME]

[ADDRESS]

[CITY, STATE ZIP]

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 approximately \$[AMOUNT], subject to deductions for applicable taxes.
- 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._____.com, 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.XXXX.com.

The Settlement Administrator used information from Cushman's records to calculate your payment. Cushman's records show that you worked as a **XX[Junior Appraiser/Appraiser]** in **XX[state]** from **XX [start date]** to **XX[end date]** [repeat this line if worked in more than one covered position or location]. 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 **[insert date 45 days from mailing]**. 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 _____, at _____ 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 _____ in _____. This date may change without further notice to class members. Please check [[settlement website](#)] 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.XXXXX.com](#) 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, **phone number and email address _____** 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: _____, 20__

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

Exhibit F

Last Name, First Name	Class ID	Consent Date	Hire Date	Term Date	Job Title	Work State	Seltz Beg Date [10/12/16]	Seltz End Date [9/9/19]
Blake, Benjamin	0035	Seltz: 1/13/2020	01/04/12	11/09/15	Jr Appraiser	OR	03/14/15	11/09/15
Chester, Cameron	0068	Seltz: 12/2/2020	01/03/17		Jr Appraiser	OR	01/03/17	09/09/19
Hix, Eric	0198	Seltz: 1/13/2020	06/01/15	05/24/16	Jr Appraiser	FL	06/01/15	05/24/16
Hoffman, Samuel	0200	Seltz: 10/2/2020	10/15/13	05/13/16	Jr Appraiser	NY	05/28/15	05/13/16
Pierno, Katherine	0367	Seltz: 1/13/2020	05/28/13	08/07/18	Jr Appraiser	OH	03/14/15	08/07/18
Seltz, Ryan	0420	Seltz: 6/26/2018	05/03/17	10/27/17	Jr Appraiser	DC	05/03/17	10/27/17
Smith, Christina	0438	Seltz: 11/2/2020	07/10/06	06/23/17	Jr Appraiser	CT	06/28/15	06/23/17

Exhibit G

Last Name, First Name	Class ID	Consent Date	Hire Date	Term Date	Job Title	Work State	Dixon II Begin Date [10/7/17]	Dixon II End Date [5/31/21]
Beigle, Kelly	0609	Dixon II: 1/14/2021	09/23/19	07/03/20	Sr Appraiser	DC	09/23/19	07/03/20
Bengford, Austin	0025	Dixon II: 3/1/2021	01/28/19	02/26/21	Appraiser	CO	01/28/19	02/26/21
Campbell, Travis	0054	Dixon II: 12/8/2020	04/01/17	08/31/18	Appraiser	IL	10/07/17	08/31/18
Chester, Cameron	0068	Seltz: 12/2/2020	01/03/17		Appraiser	OR	07/01/20	05/31/21
Danielson, John	0093	Dixon II: 1/22/2021	03/01/19	12/17/19	Appraiser	MI	03/01/19	12/17/19
Dickerson, John	0104	Dixon II: 7/8/2020	06/15/15	11/27/17	Appraiser	WA	10/07/17	11/27/17
Edlund, Michael	0119	Dixon II: 1/26/2021	01/21/19		Appraiser	CO	01/21/19	05/31/21
Martin (Caffrey), Tonya	0053	Dixon II: 12/16/2020	09/24/15	11/30/20	Appraiser	KS	10/07/17	11/30/20
Pike, Chase	0589	Dixon II: 2/18/2021	02/19/18		Sr Appraiser	DC	02/19/18	05/31/21
Simone, Teresa	0431	Dixon II: 7/8/2020, 12/18/20	05/18/15	04/03/19	Appraiser	OH	10/07/17	04/03/19
Symmes, Holly	0664	Dixon II: 12/7/2020	10/12/20		Appraiser	MA	10/12/20	05/31/21
Taylor, Ray	0459	Dixon II: 12/8/2020	11/18/13	02/28/18	Sr Appraiser	DC	10/07/17	02/28/18
Villena-Lanzi, Aleksandra	0477	Dixon II: 12/18/2020	07/09/18		Appraiser	DC	07/09/18	05/31/21
Wilkes, David	0496	Dixon II: 12/14/20	06/20/16	01/03/20	Appraiser	OR	10/07/17	01/03/20

Exhibit H

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19 Attorneys for Defendant
CUSHMAN & WAKEFIELD WESTERN, INC.

20 UNITED STATES DISTRICT COURT
21 NORTHERN DISTRICT OF CALIFORNIA

22 DIMITRI DIXON, individually, and on behalf
23 of all others similarly situated,
24 Plaintiff,
25 v.
26 CUSHMAN & WAKEFIELD WESTERN, INC.,
27 Defendant.

Case No. 3:18-cv-05813-JSC

The Honorable Jacqueline Scott Corley

**JOINT STIPULATION AND [PROPOSED]
ORDER TO FILE SECOND AMENDED
COMPLAINT**

Complaint Filed: August 14, 2018
Trial Date: TBD

1 Plaintiff Dimitri Dixon (“Plaintiff”) and Defendant Cushman & Wakefield Western, Inc.
2 (“Cushman”) (collectively, the “Parties”), by and through their respective counsel, submit this
3 Stipulation and Proposed Order to File Second Amended Complaint.

4 WHEREAS, on June 30, 2021, the Parties entered into a written settlement agreement to
5 resolve this action together with the related cases filed in the Northern District of California,
6 *Dixon v. Cushman & Wakefield, Inc.*, Case No. 3:20-cv-07001-JSC (“*Dixon I*”) and the District
7 of Columbia, *Seltz v. Cushman & Wakefield, Inc.*, No. 1:18-cv-02092 (“*Seltz*”);

8 WHEREAS, pursuant to the terms of the settlement, the Parties desire to amend the
9 operative complaint in this action to: (1) add an additional plaintiff, Ryan Seltz, (2) add
10 defendants Cushman & Wakefield, Inc. and Cushman & Wakefield of Washington, DC, Inc., and
11 (3) to add additional claims to address those raised in the *Dixon II* and *Seltz* actions;

12 WHEREAS, the Parties intend to stipulate to stay the *Dixon II* and *Seltz* actions and to
13 seek approval of the California class action and PAGA settlement before this court, along with
14 the related FLSA and state claims in the *Dixon II* and *Seltz* actions;

15 NOW THEREFORE, the Parties, by and through their respective counsel, and subject to
16 order of this Court, stipulate as follows:

17 1. that Plaintiff be permitted to file a Second Amended Complaint (“SAC”) in the
18 above-entitled action, in the form and content which is attached hereto as Exhibit A;

19 2. that Defendants’ date to respond to the SAC shall be stayed pending the Court
20 ruling on Plaintiff’s motion for preliminary approval of the global settlement;

21 3. that by entering into this stipulation, Defendants do not waive any objection or
22 rights they have or could assert to the SAC; and

23 4. that if for any reason the settlement is not approved and the Parties resume
24 litigation, Plaintiff agrees to immediately dismiss, without prejudice, all claims in the SAC other
25 than the claims asserted in the First Amended Complaint on file herein, as those claims are
26 alleged in the *Dixon II* and *Seltz* actions.

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IT IS SO STIPULATED.

Dated: GOLDSTEIN, BORGEN, DARDARIAN & HO

By: _____
Laura L. Ho

Attorneys for Plaintiff DIMITRI DIXON
and the Putative Class and Collective

Dated: VEDDER PRICE (CA), LLP

By: _____
Mindy M. Wong

Attorneys for Defendant
CUSHMAN & WAKEFIELD WESTERN, INC.

SIGNATURE ATTESTATION

In accordance with Civil Local Rule 5-1(i)(3), I attest that concurrence in the filing of this document has been obtained from the signatories on this e-filed document.

Dated: _____
Type Name

ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED:

Dated: _____
HON. JACQUELINE SCOTT CORLEY
MAGISTRATE JUDGE

Exhibit I

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6 *Attorneys for Plaintiffs. Proposed Class*
and Collective Members, and Aggrieved Employees

7 *[Additional counsel on following page]*
8

9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA

11 DIMITRI DIXON and RYAN SELTZ,
12 individually, and on behalf of all others similarly
situated,

13 Plaintiffs,

14 vs.

15 CUSHMAN & WAKEFIELD WESTERN, INC.,;
16 CUSHMAN & WAKEFIELD, INC., and
CUSHMAN & WAKEFIELD, OF
17 WASHINGTON, DC, INC., and DOES 1-50,
inclusive,

18 Defendants.
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Case No. 3:18-cv-05813-JSC

SECOND AMENDED COMPLAINT

1. **Violations of the Fair Labor Standards Act**
2. **Violations of California Overtime Law**
3. **Violations of California Meal Period Law**
4. **Violations of California Rest Period Law**
5. **Violations of California Business Expenses Reimbursement Law**
6. **Violations of California Accurate Itemized Wage Statements Law**
7. **Violation of California Unfair Competition Law**
8. **Violation of the Private Attorney General Act of 2004 (“PAGA”)**
9. **Violation of California Final Pay Law**

JURY TRIAL DEMANDED

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14 *Attorneys for Plaintiffs. Proposed Class*
15 *and Collective Members, and Aggrieved Employees*

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1 Plaintiff Dimitri Dixon and Plaintiff Ryan Seltz (“Plaintiffs”), individually and on behalf of all
2 others similarly situated, allege as follows:

3 **INTRODUCTION**

4 1. Plaintiff Dimitri Dixon brings this action individually, and in a representative capacity
5 on behalf of all other similarly situated individuals (members of the California Class and Dixon
6 Collective), against Defendants Cushman and Wakefield Western, Inc. (“C&W Western”) and
7 Cushman & Wakefield, Inc. (“C&W”) for violations of several California Labor Code provisions
8 (“Labor Code”), including Labor Code §§ 203, 226.7, 510, 512, 558, 226, 1174, and California
9 Industrial Welfare Commission Wage Orders 4-2001, Cal. Code Regs. Tit. 8, § 11040; and the Fair
10 Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201 *et seq.*

11 2. Plaintiff Ryan Seltz brings this action individually and in a representative capacity on
12 behalf of all similarly situated individuals (members of the Seltz Collective) against Defendants C&W
13 and Cushman and Wakefield, of Washington, DC, Inc. (“C&W DC”) for violations of the FLSA.

14 3. Plaintiffs, Class Members, and Collective Action Members were employed as
15 Appraisers (including as Junior Appraisers and Senior Appraisers) by one or more Defendants and
16 were denied the benefits and protections required by the FLSA, Labor Code, and other statutes and
17 regulations applicable to non-exempt employees in the State of California.

18 4. Plaintiffs allege that Defendants **failed to:**

- 19 a. Properly classify employees as non-exempt under California law and the FLSA;
20 b. Pay Plaintiff Dixon and Class Members all overtime wages for hours worked in
21 excess of eight (8) hours a day and to pay Plaintiffs, Class Members, and Collective Action Members
22 all overtime wages for hours worked in excess of forty (40) hours a week;
23 c. Provide Plaintiff Dixon and Class Members mandated meal periods;
24 d. Provide Plaintiff Dixon and Class Members mandated rest periods;
25 e. Reimburse Plaintiff Dixon and Class Members for all necessary expenditures
26 that they incurred in direct consequence of the discharge of work duties including, but not limited to,
27 the cost of cell phone usage required for work-related purposes;

- 1 f. Keep required payroll records that accurately show the total hours Plaintiff
2 Dixon and Class Members worked, as well as the wages that should have been paid;
- 3 g. Furnish Plaintiff Dixon and Class Members with accurate wage statements;
- 4 h. Comply with the Unfair Competition Law (“UCL”), California Business &
5 Professions Code § 17200 *et seq.*; and
- 6 i. Comply with the Private Attorneys General Act of 2004 (“PAGA”), codified as
7 California Labor Code § 2698 *et seq.*
- 8 j. Pay Plaintiff Dixon and Class Members All Wages Due Upon Termination.

9 **JURISDICTION AND VENUE**

10 5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and 1337 and
11 diversity jurisdiction under 28 U.S.C. § 1332.

12 6. This Court also has jurisdiction over Plaintiff’s claims under the FLSA pursuant to 29
13 U.S.C. § 216(b).

14 7. This Court has supplemental jurisdiction over the California claims pursuant to 28
15 U.S.C. § 1367 because they are so closely related to the claims under the FLSA that they form part of
16 the same case or controversy under Article III of the United States Constitution.

17 8. Venue is proper in the Northern District of California pursuant to 28 U.S.C. § 1391.

18 9. Plaintiff Dixon fulfilled the administrative prerequisites for filing suit under Labor Code
19 § 2699.3(a). Specifically, on June 4, 2018, Plaintiff Dixon submitted to the California Labor and
20 Workforce Agency (“LWDA”) via its website a notice describing the allegations set forth in this
21 Complaint. A true and correct copy of the Notice (LWDA Case Number LWDA-CM-543235-18) is
22 attached as Exhibit 1. On the same day, Plaintiff Dixon served a copy of the Notice on Defendant
23 C&W Western. via certified mail, as shown in Exhibit 1. As of sixty-five (65) calendar days after
24 submission of the Notice to the LWDA, the LWDA had provided no notice to Plaintiff Dixon
25 regarding its intention to investigate (or not investigate) Plaintiff Dixon’s claims. Plaintiff Dixon
26 timely submitted a filing fee of \$75 to the LWDA. On August 14, 2018, Plaintiff Dixon submitted to
27 the LWDA a notice describing additional allegations set forth in this Complaint. A true and correct
28 copy of the Notice is attached as Exhibit 2. On the same day, Plaintiff Dixon served a copy of the

1 Notice on Defendant C&W Western via certified mail, as shown in Exhibit 2. As of sixty-five (65)
2 calendar days after submission of the Notice to the LWDA, the LWDA has provided no notice to
3 Plaintiff Dixon regarding its intention to investigate (or not investigate) Plaintiff Dixon’s claims.
4 Plaintiff Dixon timely submitted a filing fee of \$75 to the LWDA. On August 16, 2019, Plaintiff
5 Dixon submitted to the LWDA a notice describing additional allegations set forth in this Complaint. A
6 true and correct copy of the Notice is attached as Exhibit 3. On the same day, Plaintiff Dixon served a
7 copy of the Notice on Defendant C&W Western via certified mail, as shown in Exhibit 3. As of sixty-
8 five (65) calendar days after submission of the Notice to the LWDA, the LWDA has provided no
9 notice to Plaintiff Dixon regarding its intention to investigate (or not investigate) Plaintiff Dixon’s
10 claims. Plaintiff Dixon timely submitted a filing fee of \$75 to the LWDA.

11 **PARTIES**

12 10. Plaintiff Dimitri Dixon is an adult individual who resides in Tustin, CA. Plaintiff is a
13 “person” under California Business & Professions Code § 17201 and California Labor Code § 18.
14 Plaintiff was employed as an Appraiser Trainee¹ by C&W and worked in that capacity from September
15 2007 to December 10, 2018.

16 11. Plaintiff Ryan Seltz is an adult individual who resided in Washington, D.C. during his
17 employment for C&W as an Appraiser from approximately May 2017 through October 2017.

18 12. Defendant C&W is a commercial real estate services company. C&W is the parent
19 corporation of Defendant C&W Western, Defendant C&W DC., and related corporate entities in states
20 across the country, and together they employ Appraisers (including Junior Appraisers and Senior
21 Appraisers) like Plaintiffs. Upon information and belief, these entities have offices throughout the
22 country, including in Georgia, New York, Ohio, Illinois, Washington D.C., and Washington state, as
23 well as non-U.S. offices in locations such as London and Singapore. Defendants act as a single
24 integrated enterprise that employed and/or jointly employed Plaintiffs and those similarly situated
25 during all relevant times.

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28 ¹ Ms. Dixon’s official job title was “Associate Director,” though she was referred to and identified as
an “Appraiser Trainee” at all relevant times.

1 **FACTUAL ALLEGATIONS**

2 13. Plaintiff Dixon was an employee of C&W and C&W Western, a commercial real estate
3 services company. Plaintiff Dixon began working as an Appraiser Trainee on September 17, 2007. As
4 an Appraiser Trainee, Plaintiff Dixon’s duties included appraising the value of real estate investments,
5 researching property sales, listings, and rentals, constructing financial models, researching financial
6 information, preparing appraisals for firm clients, and inspecting property.

7 14. Plaintiff Dixon worked across several practice areas within C&W and C&W Western’s
8 Valuation Advisory Group, and began working as an Appraiser Trainee in the Senior Housing practice
9 area, supervised by Ryan McCafferty. Upon information and belief, around June 2013, Plaintiff Dixon
10 transferred to the Auto Specialty practice area, supervised by Chris Kelsey. Plaintiff Dixon most
11 recently worked within C&W and C&W Western’s Auto Specialty practice area.

12 15. Throughout her tenure at C&W and C&W Western, Plaintiff Dixon actively sought a
13 state-certified appraisal license. Plaintiff Dixon held an Appraiser Trainee license. Plaintiff Dixon’s
14 licensure status affected the number of C&W and C&W Western projects that she could complete.

15 16. Plaintiff Dixon was compensated through a “recoverable draw” scheme. At the
16 beginning of each year of her employment, Plaintiff Dixon was required to sign a standard promissory
17 note with C&W and C&W Western, where she agreed to pay C&W and C&W Western the balance of
18 a fixed sum of money equal to her annual compensation. Each employee then receives a bi-monthly
19 draw against this obligation, which is the sole basis of compensation. Such “draw” payments
20 constitute advancements to Plaintiff Dixon, which Plaintiff owes to C&W and C&W Western in the
21 form of debt. The promissory note allows C&W and C&W Western, among other things, to recoup the
22 entire balance of the advanced sum at any time, including after the employee-employer relationship
23 terminates.

24 17. Appraisers work on assigned projects that generate fees. Such fees are intended, in part,
25 to cover their bi-monthly draw payments and satisfy outstanding debt obligations. Employees earn
26 fees through a complicated fee arrangement, which is stipulated in their employment contracts. A
27 portion of the fees generated by employees – including Plaintiff Dixon – are set aside for C&W and
28 C&W Western to account for and offset various accrued expenses and costs, including referral fees,

1 supervisory offsets and other miscellaneous costs. Upon information and belief, beginning around
2 June 2013, fees earned by Plaintiff Dixon for completed projects were significantly reduced due to
3 “supervisory offsets.”

4 18. Upon information and belief, C&W and C&W Western calculates the total fee amount
5 generated by Appraisers (minus any deductions made pursuant to the employment contract), as well as
6 the total amount of draw payments made that period; the draw payments are then deducted from the
7 fees collected. Any positive amount is paid to the employee. Any negative amount is carried forward
8 as debt owed to C&W and C&W Western, which must be settled by appraisers.

9 19. Plaintiff Dixon’s employment contract states that she may not receive less than the draw
10 payments. The employment contract further states that the draw payments “are loans to be repaid to
11 C&W upon demand.” The employment contract states that if an Appraiser’s fee share does not
12 sufficiently reimburse C&W and C&W Western for their advanced draw payments, employees are
13 personally liable to C&W and/or C&W Western.

14 20. Plaintiff Dixon has consistently carried forward a deficit while working for C&W.
15 Plaintiff Dixon worked on C&W and C&W Western projects with the goal of settling mounting
16 deficits resulting from the combined draw payments and promissory note obligations.

17 21. In 2017, C&W and/or and C&W Western held a promissory note against Plaintiff
18 Dixon for \$54,000, which was equal to the total bi-monthly draw payments received throughout the
19 year.

20 22. Plaintiff Dixon repeatedly alerted her supervisors that her deficit was beginning to grow
21 and that the fee split with her supervisor precluded Plaintiff Dixon from settling the outstanding debt
22 obligations. Plaintiff Dixon made two suggestions as ways to settle her obligations: (1) C&W and/or
23 C&W Western should increase her fee share and/or (2) she should be given additional projects to earn
24 more fees. Upon information and belief, as of December 2017, Plaintiff Dixon was only receiving
25 fifty (50) percent of the total fees generated, and otherwise continued receiving fewer and fewer
26 projects.

27 23. Upon information and belief, around December 2017, after Plaintiff Dixon discussed
28 her decreasing project volume with Lars Platt, a regional leader at C&W and/or C&W Western, Mr.

1 Platt informed Plaintiff Dixon that there simply was not enough business to accommodate Plaintiff
2 Dixon's request.

3 24. Upon information and belief, around December 2017, Michele Kauffman, a C&W
4 and/or C&W Western area leader, and another one of Plaintiff Dixon's supervisors, told Plaintiff
5 Dixon that she should continue to work on obtaining her appraiser license as a way to position herself
6 for more projects at C&W and C&W Western.

7 25. On May 16, 2018, Plaintiff Dixon received an email stating that, effective June 4, 2018,
8 Plaintiff Dixon's recoverable draw compensation would be reduced from \$54,000 to \$45,760, as
9 Plaintiff Dixon had not performed enough work to settle the deficit owed to Defendants.

10 26. After a period of receiving few opportunities to conduct appraisals in late 2017 and
11 early 2018, Plaintiff Dixon was told that she owed more than \$28,000 to C&W and/or C&W Western
12 and that Plaintiff Dixon needed to figure out a way to reduce that figure.

13 27. Upon information and belief, on or around May 17, 2018, Plaintiff Dixon discussed
14 with Ms. Kauffman the low number of projects she was assigned and her growing draw deficit. Ms.
15 Kauffman told Plaintiff that C&W and C&W Western did not have work that she could perform,
16 explaining that only a handful of low-level assignments – with correspondingly lower fees – were
17 available. Additionally, Ms. Kauffman informed Plaintiff Dixon that such low-value assignments were
18 not projects that C&W, as a firm, typically took on.

19 28. Plaintiff Dixon's draw payments were stopped effective June 4, 2018.

20 29. Plaintiff Dixon's resulting stress, growing deficit, and feeling of helplessness caused
21 Plaintiff Dixon severe anxiety, chest pains, and depression. Because of these symptoms, Plaintiff
22 Dixon took medical leave.

23 30. Upon information and belief, around 2010, Plaintiff Dixon's supervisor, Ryan
24 McCafferty, complained that Plaintiff Dixon did not possess a cell phone for work-related usage.
25 Based on McCafferty's complaint, Plaintiff Dixon obtained a cell phone, which she used for work-
26 related purposes. At no point did C&W and/or C&W Western provide cell phones to Plaintiff Dixon
27 or similarly situated appraisers. C&W and C&W Western have never compensated Plaintiff Dixon for
28 expenses related to the continued use of her cell phone.

1 31. On April 15, 2019, Plaintiff Dixon was notified of her termination from C&W and
2 C&W Western, effective December 10, 2018. Defendants alleged that Plaintiff owed a draw balance
3 of \$15,632.54 and demanded repayment.

4 32. During the applicable time period, Plaintiff Dixon and Class Members regularly and
5 consistently worked more than eight (8) hours in a workday and/or more than forty (40) hours in a
6 workweek. Nonetheless, Defendants C&W and C&W Western failed to pay Plaintiff Dixon and Class
7 Members for all hours worked in excess of eight (8) hours in a workday and/or in excess of forty (40)
8 hours in a workweek.

9 33. Defendants C&W and C&W Western failed to provide Plaintiff Dixon and Class
10 Members with meal and rest periods in accordance with California law.

11 34. Defendants C&W and C&W Western failed to keep accurate payroll records showing
12 the daily hours worked by Plaintiff Dixon and Class Members, as well as wages they should have been
13 paid.

14 35. Defendants C&W and C&W Western failed to furnish Plaintiff Dixon and Class
15 Members with accurate itemized wage statements in accordance with California law.

16 36. Defendants C&W and C&W Western misclassified Plaintiff Dixon and Class Members
17 as “exempt” employees.

18 37. Defendants C&W and C&W Western failed to pay Plaintiff Dixon and Class Members
19 all wages due upon termination.

20 38. C&W and C&W Western employed Plaintiff Dixon and Class Members during
21 PAGA’s statutory period.

22 39. Plaintiff Seltz worked for C&W and C&W DC as an Appraiser in Washington, D.C.
23 from approximately May 2017 through October 2017. As an Appraiser, Plaintiff Seltz regularly
24 worked more than 40 hours per week and frequently worked approximately 55 hours per week, without
25 being paid overtime.

1 violating the FLSA with respect to the Collective Action Members of the Dixon Collective and the
2 Seltz Collective. This policy and pattern or practice included, but is not limited to, willfully:
3 misclassifying Appraisers and Junior Appraisers as exempt from overtime wages; failing to pay
4 Appraisers and Junior Appraisers overtime wages for hours that they worked in excess of forty hours
5 per workweek; and failing to record all of the time that Appraisers and Junior Appraisers worked for
6 the benefit of C&W, C&W Western, and C&W DC.

7 46. C&W, C&W Western, and C&W DC were aware or should have been aware that
8 federal law requires it to pay employees an overtime premium for hours worked in excess of forty
9 hours per workweek.

10 47. C&W, C&W Western, and C&W DC's deceptive conduct prevented Plaintiffs and all
11 other Collective Action Members from discovering or asserting their claims earlier than they did
12 because C&W, C&W Western, and C&W DC, among other things, repeatedly declared that Appraisers
13 and Junior Appraisers were exempt from overtime.

14 **CALIFORNIA CLASS ACTION ALLEGATIONS**

15 48. Plaintiff Dixon, on behalf of herself and all California Class Action Members, re-alleges
16 and incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth
17 herein.

18 49. Plaintiff Dixon seeks to proceed as a class action with regard to their California law
19 claims pursuant to Federal Rule of Civil Procedure Rule 23 on behalf of the following class of persons:

20 All persons employed in California by CUSHMAN AND WAKEFIELD
21 WESTERN, INC., and CUSHMAN AND WAKEFIELD, INC., as an
22 Appraiser (including Junior Appraisers and Senior Appraisers) assigned
23 to at least one Cushman & Wakefield office between August 14, 2014
24 through May 31, 2021 ("California Class Action Members").

25 50. Plaintiff Dixon reserves the right under Federal Rule of Civil Procedure Rule 15 of to
26 amend or modify the class description with greater specificity or further division into subclasses or
27 limitation to particular issues.

28 51. **Numerosity.** The putative class is so numerous that joinder of all members is
impracticable. Although the precise number of such persons is unknown, and the facts on which the

1 calculation of that number would be based are within the sole custody and/or control of C&W and
2 C&W Western, upon information and belief, C&W and C&W Western have employed over forty
3 Appraisers in California within the last four years.

4 52. **Commonality and Predominance.** Among the proposed class, there is a well-defined
5 community of interest in the questions of law and/or fact involved. Common questions of law and/or
6 fact predominate over questions that affect only individual California Class Action Members.

7 Common questions include, but are not limited to:

8 a. Whether C&W and/or C&W Western is the employer of California Class Action
9 Members;

10 b. Whether C&W and C&W Western’s uniform classification of all California
11 Class Action Members as exempt from overtime violated the California Labor Code;

12 c. Whether C&W and C&W Western owe California Class Action Members
13 overtime wages for hours worked greater than forty (40) in a week or eight (8) in a day;

14 d. Whether C&W and C&W Western failed to keep accurate payroll records of
15 hours worked, meal and rest periods taken, and overtime worked in accordance with California law;

16 e. Whether C&W and C&W Western reimbursed California Class Action
17 Members for cell phone expenses for use during working hours;

18 f. Whether the wage statements C&W and C&W Western issued to California
19 Class Action Members included all hours worked and/or rates of pay; and

20 g. Whether C&W and C&W Western’s Labor Code violations serve as predicate
21 violations of the UCL;

22 h. Whether C&W and C&W Western failed to pay Plaintiff Dixon and Class
23 Members all wages due upon termination of employment.

24 53. **Typicality.** Plaintiff Dixon’s claims are typical of the claims of the Class as all Class
25 Members are similarly affected by C&W and C&W Western’s wrongful conduct as complained of
26 herein. Plaintiff Dixon was subjected to the same violations of her rights under the law and seeks the
27 same types of relief on the same theories and legal grounds as the members of the class she seeks to
28 represent.

1 forty hours per workweek, at one and one-half times the employee’s regular rate of pay.

2 69. Plaintiff Dixon and Class Members are non-exempt employees. Neither of the
3 exemptions to California Industrial Welfare Commission Wage Orders 4-2001, Cal. Code Regs. Tit. 8,
4 § 11070 apply. During the relevant period, Plaintiff and Class Members have not earned a monthly
5 salary equivalent to no less than two (2) times the State’s minimum wage for full-time employment.

6 70. Plaintiff Dixon’s entire compensation depends on fees generated from projects assigned
7 by C&W and C&W Western. Plaintiff Dixon and Class Members’ ultimate compensation depends on
8 the quantity of work available. Therefore, Plaintiff and Class Members have not been paid on a salary
9 basis pursuant to 29 C.F.R. § 541.602(a). See *Ming-Hsiang Kao v. Joy Holiday*, 12 Cal. App. 5th 947,
10 959 (2017) (since state “law was patterned to some extent on federal law, the general approach in
11 interpreting California law has been to use the federal salary basis test unless some other provision of
12 California law calls for a more protective standard”); DLSE Manual § 51.6.4 (detailing that the DLSE
13 will enforce the federal “salary basis test” to the extent that it does not conflict with “California
14 statutory law, case law, or public policy”).

15 71. Furthermore, because the promissory notes directly encumber Plaintiff Dixon and Class
16 Members’ compensation and allow Defendants to claw back disbursed payments, the compensation
17 received by Plaintiff and Class Members were not made “free and clear” under 29 C.F.R. § 531.35, and
18 thus do not constitute a salary. See *Ming-Hsiang Kao*, 12 Cal. App. 5th at 959; see also, *Takacs v.*
19 *A.G. Edwards and Sons, Inc.*, 444 F. Supp. 2d 1100, 1108 (S.D. Cal. 2006) (finding that a deficit owed
20 to an employer because of diminished commissions made the employee’s compensation conditional –
21 not “free and clear” – and therefore not a salary).

22 72. C&W and C&W Western misclassified Plaintiff Dixon and Class Members as exempt
23 employees.

24 73. During all relevant times, C&W and C&W Western required Plaintiff Dixon and
25 California Class Action Members to work in excess of eight hours per workday and forty hours per
26 workweek. C&W and C&W Western failed to pay the overtime wages that Plaintiff Dixon and
27 California Class Action Members earned.

28 74. Due to C&W and C&W Western’s Labor Code violations, Plaintiff Dixon and Class

1 Members are entitled to recover from C&W and C&W Western unpaid overtime compensation,
2 interest, reasonable attorneys' fees, and costs pursuant to the California Labor Code, as well as further
3 relief as described below.

4 **THIRD CAUSE OF ACTION**
5 **Failure to Provide Meal Periods**
6 **[Cal. Labor Code §§ 226.7, 512, and 1194, and Cal. Code Regs. tit. 8 § 11040]**
7 **Defendants C&W and C&W Western**

8 75. Plaintiff Dixon, on behalf of herself and all California Class Action Members, re-alleges
9 and incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth
10 herein.

11 76. California Labor Code § 512(a) states, “[a]n employer may not employ an employee for
12 a work period of more than five hours per day without providing the employee with a meal period of
13 not less than 30 minutes. An employer may not employ an employee for a work period of more than
14 10 hours per day without providing the employee with a second meal period of not less than 30
15 minutes.”

16 77. Wage Order No. 4 states, “[n]o employer shall employ any person for a work period of
17 more than five (5) hours without a meal period of not less than 30 minutes.” If no meal period is
18 provided, the Wage Order requires the employer to “pay the employee one (1) hour of pay at the
19 employee’s regular rate of compensation for each workday that the meal period is not provided.”

20 78. California Labor Code § 226.7 states, “[a]n employer shall not require an employee to
21 work during a meal ... period mandated pursuant to an applicable statute, or applicable regulation,
22 standard, or order of the Industrial Welfare Commission.” Section 226.7 requires an employer to pay
23 one additional hour of pay at the employee’s regular rate if the meal or rest period is not provided.

24 79. Plaintiff Dixon and Class Members are non-exempt employees. Neither of the
25 exemptions to California Industrial Welfare Commission Wage Orders 4-2001, Cal. Code Regs. Tit. 8,
26 § 11070 apply. During the relevant period, Plaintiff Dixon and Class Members have not earned a
27 monthly salary equivalent to no less than two (2) times the State’s minimum wage for full-time
28 employment.

80. Plaintiff Dixon’s entire compensation depends on fees generated from projects assigned

1 by Defendants; Plaintiff Dixon and Class Members' ultimate compensation depends on the quantity of
2 work available. Therefore, Plaintiff Dixon and Class Members have not been paid on a salary basis
3 pursuant to 29 C.F.R. § 541.602(a). *See Ming-Hsiang Kao*, 12 Cal. App. 5th at 959 (since state "law
4 was patterned to some extent on federal law, the general approach in interpreting California law has
5 been to use the federal salary basis test unless some other provision of California law calls for a more
6 protective standard"); DLSE Manual § 51.6.4 (detailing that the DLSE will enforce the federal "salary
7 basis test" to the extent that it does not conflict with "California statutory law, case law, or public
8 policy").

9 81. Furthermore, because the promissory notes directly encumber Plaintiff Dixon and Class
10 Members' compensation and allow Defendants C&W and C&W Western to claw back disbursed
11 payments, the compensation received by Plaintiff Dixon and Class Members were not made "free and
12 clear" under 29 C.F.R. § 531.35, and thus do not constitute a salary. *See Ming-Hsiang Kao*, 12 Cal.
13 App. 5th at 959; *see also, Takacs*, 444 F. Supp. 2d at 1108 (finding that a deficit owed to an employer
14 because of diminished commissions made the employee's compensation conditional – not "free and
15 clear" – and therefore not a salary).

16 82. C&W and C&W Western misclassified Plaintiff Dixon and Class Members as exempt
17 employees.

18 83. C&W and C&W Western do not have a policy or practice of providing meal periods to
19 California Class Action Members, and C&W and C&W Western has not paid employees premium pay
20 for missed meal periods as required by California Labor Code §§ 226.7 and 512, and Wage Order No.
21 4.

22 84. As a result of C&W and C&W Western's unlawful failure to provide meal periods to all
23 California Class Action Members and C&W and C&W Western's failure to pay an hour of premium
24 pay at the regular rate for each missed meal period, Plaintiff Dixon and California Class Action
25 Members are entitled to recover one hour of pay at their regular rate of compensation for each workday
26 that a meal period was not provided, plus interest, attorney's fees, and costs, as well as further relief as
27 described below.

1 **FOURTH CAUSE OF ACTION**
2 **Failure to Provide Rest Periods**
3 **[Cal. Labor Code §§ 226.7 and 1194, Cal. Code Regs. tit. 8 § 11040]**
4 **Defendants C&W and C&W Western**

5 85. Plaintiff Dixon, on behalf of herself and all California Class Action Members, re-alleges
6 and incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth
7 herein.

8 86. California Labor Code § 226.7 states, “[a]n employer shall not require an employee to
9 work during a ... rest ... period,” and “[i]f an employer fails to provide an employee a ... rest ... period
10 ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of
11 compensation for each workday that the ... rest ... period is not provided.”

12 87. Wage Order No. 4 states, “[e]very employer shall authorize and permit all employees to
13 take rest periods, which insofar as practicable shall be in the middle of each work period. The
14 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
15 minutes net rest time per four (4) hours or major fraction thereof.” The Wage Orders require an
16 employer to “pay the employee one (1) hour of pay at the employee’s regular rate of compensation for
17 each workday that the rest period is not provided.”

18 88. Plaintiff Dixon and Class Members are non-exempt employees. Neither of the
19 exemptions to California Industrial Welfare Commission Wage Orders 4-2001, Cal. Code Regs. Tit. 8,
20 § 11070 apply. During the relevant period, Plaintiff Dixon and Class Members have not earned a
21 monthly salary equivalent to no less than two (2) times the State’s minimum wage for full-time
22 employment.

23 89. Plaintiff Dixon’s entire compensation depends on fees generated from projects assigned
24 by Defendants; Plaintiff Dixon and Class Members’ ultimate compensation depends on the quantity of
25 work available. Therefore, Plaintiff Dixon and Class Members have not been paid on a salary basis
26 pursuant to 29 C.F.R. § 541.602(a). *See Ming-Hsiang Kao*, 12 Cal. App. 5th at 959 (since state “law
27 was patterned to some extent on federal law, the general approach in interpreting California law has
28 been to use the federal salary basis test unless some other provision of California law calls for a more
protective standard”); DLSE Manual § 51.6.4 (detailing that the DLSE will enforce the federal “salary

1 basis test” to the extent that it does not conflict with “California statutory law, case law, or public
2 policy”).

3 90. Furthermore, because the promissory notes directly encumber Plaintiff Dixon and Class
4 Members’ compensation and allow Defendants C&W and C&W Western to claw back disbursed
5 payments, the compensation received by Plaintiff Dixon and Class Members were not made “free and
6 clear” under 29 C.F.R. § 531.35, and thus do not constitute a salary. *See Ming-Hsiang Kao*, 12 Cal.
7 App. 5th at 959; *see also, Takacs*, 444 F. Supp. 2d at 1108 (finding that a deficit owed to an employer
8 because of diminished commissions made the employee’s compensation conditional – not “free and
9 clear” – and therefore not a salary).

10 91. C&W and C&W Western misclassified Plaintiff Dixon and Class Members as exempt
11 employees.

12 92. C&W and C&W Western do not have a policy or practice of providing rest periods to
13 California Class Action Members, and C&W and C&W Western has not paid employees premium pay
14 for missed rest periods as required by California Labor Code § 226.7 and Wage Order No. 4.

15 93. As a result of C&W and C&W Western’s unlawful failure to provide rest periods to all
16 California Class Action Members and C&W and C&W Western’s failure to pay an hour of premium
17 pay at the regular rate for each day a rest period was not provided, Plaintiff Dixon and California Class
18 Action Members are entitled to recover one hour of pay at their regular rate of compensation for each
19 workday that a rest period was not provided, plus interest, attorney’s fees, and costs, as well as further
20 relief as described below.

21 **FIFTH CAUSE OF ACTION**
22 **Failure to Reimburse Business Expenses**
23 **[Cal. Labor Code § 2802, and Cal. Code Regs. tit. 8, § 11040, 11070]**
24 **Defendants C&W and C&W Western**

25 94. Plaintiff Dixon, on behalf of herself and all California Class Action Members, re-alleges
26 and incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth
27 herein.

28 95. California Labor Code § 2802 requires employers to indemnify an employee for all
necessary expenditures or losses incurred by the employee in direct consequence of the discharge of

1 the employee's duties.

2 96. During all relevant times, C&W and C&W Western failed to indemnify Plaintiff Dixon
3 and California Class Action Members for their expenses related to use of their personal cell phones for
4 work purposes. Plaintiff Dixon and California Class Action Members are entitled to indemnification
5 of these work-related expenses plus prejudgment interest pursuant to California Labor Code § 2802.

6 97. Plaintiff Dixon, on behalf of herself and similarly situated California Class Action
7 Members, requests relief for these violations and further relief as described below.

8 **SIXTH CAUSE OF ACTION**

9 **Failure to Furnish Accurate Itemized Wage Statements**
10 **[Cal. Labor Code §§ 226 and 226.3, and Cal. Code Regs. tit. 8 § 11040]**
11 **Defendants C&W and C&W Western**

12 98. Plaintiff Dixon, on behalf of herself and all California Class Action Members, re-alleges
13 and incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth
14 herein.

15 99. California Labor Code § 226 provides that every employer must furnish each employee
16 with an itemized wage statement that shows the total numbers of hours worked each pay period, gross
17 wages, net wages, all deductions, all applicable hourly rates of pay, the legal name and address of the
18 employer, and other information.

19 100. C&W and C&W Western failed to furnish Plaintiff Dixon and California Class Action
20 Members itemized wage statements accurately showing, at a minimum, gross wages, total hours
21 worked, net wages earned, and all applicable hourly rates in effect during the pay period as well as the
22 number of hours corresponding to each hourly rate.

23 101. During all relevant times, all California Class Action Members were injured by these
24 failures because, among other things, they were confused about whether they were paid properly,
25 and/or they were misinformed about how many total hours they worked during each pay period.

26 102. California Labor Code § 226(e)(1) states that an employee suffering injury as a result of
27 a knowing and intentional failure by an employer to provide accurate itemized wage statements is
28 entitled to recover the greater of all actual damages suffered or fifty dollars (\$50) for the initial
violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars

1 (\$4,000). Pursuant to California Labor Code § 226(h), Plaintiff Dixon and California Class Action
2 Members are entitled to injunctive relief to ensure C&W’s compliance with California Labor Code
3 § 226.

4 103. Plaintiff Dixon and California Class Action Members are entitled to an award of costs
5 and reasonable attorneys’ fees under California Labor Code § 226(h), as well as further relief as
6 described below.

7 **SEVENTH CAUSE OF ACTION**
8 **Unfair Competition Law Violations**
9 **[Cal. Business & Professions Code §§ 17200 *et seq.*]**
10 **Defendants C&W and C&W Western**

11 104. Plaintiff Dixon, on behalf of herself and all California Class Action Members, re-alleges
12 and reincorporates by reference the allegations contained in the foregoing paragraphs as if fully set
13 forth herein.

14 105. California Business & Professions Code §§ 17200 *et seq.* prohibits unfair competition
15 in the form of any unlawful, unfair, deceptive, or fraudulent business practices.

16 106. C&W and C&W Western has committed unlawful, unfair, deceptive, and/or fraudulent
17 acts as defined by California Business & Professions Code §17200. C&W and C&W Western’s
18 unlawful, unfair, deceptive, and/or fraudulent business practices include, but are not limited to, failing
19 to pay for all hours worked, failing to pay overtime wages, failing to provide mandated meal and rest
20 periods, and failing to indemnify Appraisers for business expenses.

21 107. As a result of such unlawful, unfair, and/or fraudulent business practices, C&W and
22 C&W Western reaped ill-gotten benefits and illegal profits at the expense of Plaintiff Dixon and
23 California Class Action Members.

24 108. Plaintiff Dixon, on behalf of herself and similarly situated California Class Action
25 Members, requests further relief as described below.

26 **EIGHTH CAUSE OF ACTION**
27 **Violation of the Private Attorney General Act of 2004 (“PAGA”)**
28 **[Cal. Labor Code §§ 2698 *et seq.*]**
Defendant C&W Western

1 109. Plaintiff Dixon, on behalf of herself and all other aggrieved employees, re-alleges and
2 incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth
3 herein.

4 110. Plaintiff Dixon is an “aggrieved employee” under PAGA, as she was employed by
5 C&W Western during the applicable statutory period and suffered one or more Labor Code violations.
6 As such, Plaintiff Dixon seeks to recover, on behalf of herself and all aggrieved employees, the civil
7 penalties provided by PAGA, plus reasonable attorneys’ fees and costs.

8 111. Plaintiff Dixon seeks to recover the PAGA civil penalties through a representative
9 action as permitted by PAGA and the California Supreme Court in *Arias v. Super. Ct.*, 46 Cal. 4th 969
10 (Cal. Ct. App. 2009). Class certification of the PAGA claims is not required, but Plaintiff Dixon may
11 seek certification of the PAGA claims.

12 112. Plaintiff Dixon seeks to pursue remedies pursuant to PAGA for the following
13 violations:

14 a. For C&W Western’s failure to pay California Appraisers overtime, Plaintiff
15 Dixon seeks recovery of civil penalties as set forth in California Labor Code § 558. For C&W
16 Western’s failure to provide California Appraisers with meal periods or rest periods, Plaintiff Dixon
17 seeks civil penalties under California Labor Code § 558.

18 b. For C&W Western’s knowing and intentional failure to provide accurate wage
19 statements, California Labor Code § 226.3 imposes a civil penalty, in addition to any other penalty
20 provided by law, of two hundred fifty dollars (\$250) per aggrieved employee for the first violation of
21 California Labor Code § 226(a), and one thousand dollars (\$1,000) per aggrieved employee for each
22 subsequent violation.

23 c. For C&W Western’s failure to keep accurate records as required by California
24 Labor Code § 1174(d), including records of aggrieved employees’ overtime hours, driving time, off-
25 site work, weekend hours, holiday hours, and meal periods, C&W Western is subject to a civil penalty
26 of five hundred dollars (\$500) under California Labor Code § 1174.5. C&W Western is also liable for
27 civil penalties under California Labor Code § 558.

28 d. For C&W Western’s failure to indemnify California Appraisers for all necessary

1 business expenditures, C&W Western is liable for the amount civil penalties described in the
2 paragraph below, pursuant to California Labor Code § 2802.

3 e. For C&W Western’s willful failure to pay all wages to an employee who is
4 discharged or quits, the employee’s wages continue from the due date at the same rate paid as a penalty
5 under California Labor Code § 203. The penalty does not continue for more than thirty (30) days.
6 California Labor Code § 256 imposes a civil penalty in an amount not exceeding thirty (30) days’ pay.

7 113. California Labor Code § 2698 *et seq.* imposes a civil penalty of one hundred dollars
8 (\$100) per pay period, per aggrieved employee for the initial violation of Labor Code §§ 226.7, 510,
9 512, 558, 1194, and 2802. For each subsequent violation, the penalty is two hundred dollars (\$200)
10 per aggrieved employee, per pay period.

11 114. True and correct copies of the claim notices filed online with the California Labor and
12 Workforce Development Agency (“LWDA”), LWDA Case Number LWDA-CM-543235-18, copies of
13 which were sent via certified mail to Defendant C&W Western, is attached as Exhibit 1, 2 and 3. As
14 of today’s date, the LWDA has provided no notice to Plaintiff Dixon regarding its intention to
15 investigate or not investigate Plaintiff’s claims.

16 115. Enforcement of statutory provisions to protect workers and to ensure proper and prompt
17 payment of wages is a fundamental public interest. Plaintiff Dixon’s successful enforcement of
18 important rights affecting the public interest will confer a significant benefit for the general public.
19 Private enforcement of these rights is necessary, as no public agency has pursued enforcement.

20 116. As a result of the violations alleged, Plaintiff Dixon, an aggrieved employee, on behalf
21 of herself and other aggrieved employees, seeks all relief available pursuant to California Labor Code
22 § 2699, including all civil penalties, attorneys’ fees, expenses, and costs.

23 **NINTH CAUSE OF ACTION**
24 **Failure to Pay All Wages Upon Termination**
25 **[Cal. Labor Code §§ 201, 202, 203, and 256]**
26 **Defendants C&W and C&W Western**

27 117. Plaintiff Dixon, on behalf of herself and all others similarly situated, re-alleges and
28 incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth
herein.

1 118. California Labor Code § 201 provides that any discharged employee is entitled to all
2 wages due at the time of discharge.

3 119. California Labor Code § 202 provides that any employee who quits his or her
4 employment is entitled to all wages due within seventy-two (72) hours of notice of his intention to quit,
5 or at the time of quitting if the employee provided seventy-two (72) hours previous notice of his or her
6 intent to quit.

7 120. Where an employer willfully fails to pay discharged or quitting employees all wages
8 due as required under the California Labor Code §§ 201 and 202, the employer is liable to such
9 employees under California Labor Code § 203 for waiting time penalties in the amount of one (1)
10 day's compensation at the employees' regular rate of pay for each day the wages are withheld, up to
11 thirty (30) days.

12 121. During all relevant times, Defendants C&W and C&W Western knowingly and
13 willfully violated California Labor Code §§ 201 and 202 by failing to pay Plaintiff Dixon and
14 California Class Members who are no longer employed by Defendants C&W or C&W Western all
15 wages owed as alleged herein. Defendants C&W and C&W Western are therefore liable to Plaintiff
16 Dixon and California Class Members who are no longer employed by Defendants C&W and C&W
17 Western for waiting time penalties as required by California Labor Code § 203.

18 122. Plaintiff Dixon, on behalf of herself and similarly situated California Class Members,
19 also requests further relief as described below.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiffs, individually and on behalf of the California Class Members and
22 Collective Action Members, respectfully requests this Court to grant relief against Defendants C&W,
23 C&W Western, and C&W DC as follows:

24 A. Certify this action as a class action pursuant to Rule 23 for the California Class
25 Members, and appoint Plaintiff Dixon as Class Representative, and her attorneys as Class Counsel
26 against Defendants C&W and C&W Western;

27 B. Designate this action as a collective action on behalf of the Collective Action Members
28 and authorize issuance of notice pursuant to 29 U.S.C. § 216(b) to all members of the Dixon Collective

1 and Seltz Collective, apprising them of the pendency of this action and permitting them to timely assert
2 FLSA claims in this action by filing individual consents to opt into this proceeding;

3 C. Direct class notice to all California Class Action Members;

4 D. Declare that Defendants C&W and C&W Western misclassified all California Class
5 Members under the California Labor Code as exempt from overtime wages;

6 E. Declare that Defendants C&W, C&W Western, and C&W DC misclassified all
7 members of the Dixon Collective and Seltz Collective, under the FLSA as exempt from overtime
8 wages;

9 F. Award unpaid wages, including all overtime compensation and meal and rest period
10 premiums, due under California law and the FLSA, to Plaintiff, Class Members, and Collective Action
11 Members;

12 G. Award damages for Defendants C&W and C&W Western's failure to provide accurate
13 itemized wage statements;

14 H. Award statutory penalties for Defendants C&W and C&W Western's failure to pay
15 Plaintiff Dixon and Class Members all wages due upon termination.

16 I. Award damages and restitution for Defendants C&W and C&W Western's failure to
17 reimburse necessary business expenses;

18 J. Award civil penalties under California Labor Code § 2698 *et seq.* for violations of
19 Labor Code §§ 203, 226.7, 510, 512, 558, 1194, and 2802, as well as Wage Order 4;

20 K. Award liquidated damages to Plaintiffs and Collective Action Members as a result of
21 C&W, C&W Western, and C&W DC's willful failure to pay for all wages due as well as overtime
22 compensation pursuant to the FLSA;

23 L. Award pre-judgment and post-judgment interest;

24 M. Enjoin Defendants C&W and C&W Western from violating California law;

25 N. Award costs and expenses of this action;

26 O. Award reasonable attorneys' fees; and

27 P. Award such other relief as this Court deems just and proper.

28

JURY TRIAL DEMANDED

Plaintiffs demand a trial by jury on each and every cause of action so triable.

Dated:

Respectfully submitted,

GOLDSTEIN, BORGEN, DARDARIAN & HO

Laura L. Ho

Attorneys for Plaintiff

Exhibit J

1 Laura L. Ho (SBN 173179)
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14 Attorneys for Defendant
15 CUSHMAN & WAKEFIELD WESTERN, INC.

16 [Additional counsel listed on signature page.]

17 UNITED STATES DISTRICT COURT
18 NORTHERN DISTRICT OF CALIFORNIA
19

20 DIMITRI DIXON, individually, and on behalf of
21 all others similarly situated,

22 Plaintiff,

23 vs.

24 CUSHMAN & WAKEFIELD, INC.,

25 Defendant.
26
27
28

Case No. 3:20-cv-07001-JSC

The Honorable Jacqueline Scott Corley

**STIPULATION AND [PROPOSED] ORDER
TO STAY ACTION PENDING FINAL
APPROVAL OF SETTLEMENT**

Action Filed: October 7, 2020

Trial Date: None Set

1 Plaintiff Dimitri Dixon (“Plaintiff”) and Defendant Cushman & Wakefield, Inc. (“Defendant”)
2 (collectively, the “Parties”), by and through their respective counsel, hereby stipulate and agree as
3 follows:

4 WHEREAS, Plaintiff filed this collective action on October 7, 2020, for alleged violations of
5 the Fair Labor Standards Act (“FLSA”), pursuant to 29 U.S.C. § 216(b) (the “Action”);

6 WHEREAS, after participating in private mediation with mediator Steven Rottman on March
7 11, 2021, the Parties reached a global proposed settlement of the FLSA claims alleged in this Action
8 and the FLSA and class action claims alleged in *Dixon v. Cushman & Wakefield Western, Inc., et al.*,
9 Northern District of California, Case No. 18-cv-05813 (“*Dixon I*”), and *Seltz v. Cushman & Wakefield,*
10 *Inc.*, District of Columbia, Case No. 18-cv-02092 (“*Seltz*”) (collectively with this action, the “Related
11 Actions”);

12 WHEREAS, pursuant to the Parties’ settlement agreement, their proposed global settlement of
13 the Related Actions is being submitted to the Court in *Dixon I* for review and approval, which will
14 encompass all of the claims in the Related Actions; and

15 WHEREAS, the Parties respectfully submit that judicial economy would be best served if this
16 Action is stayed pending final approval of the settlement in the *Dixon I* case and then dismissed upon
17 the court’s entry of final judgment approving the global settlement.

18 NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between
19 Plaintiff and Defendant through their respective undersigned counsel, and subject to the Court’s
20 approval that:

21 1. This Action be stayed pending the entry of an order granting final approval of the
22 Parties’ global settlement in *Dixon I*, which will include the claims alleged in this Action, and a final
23 judgment entered thereon, and such settlement becoming effective pursuant to such approval; and

24 2. Within seven (7) calendar days after entry of an order granting final approval of the
25 Parties’ global settlement in *Dixon I* and a judgment thereon, and such settlement becoming effective
26 pursuant to the terms of such approval, the Parties will submit a stipulation for dismissal of this Action
27 with prejudice.

28

1 **IT IS SO STIPULATED.**

2 Dated:

GOLDSTEIN, BORGEN, DARDARIAN & HO

3
4 By: _____

Laura L. Ho

5 Laura L. Ho (SBN 173179)

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11 Attorneys for Plaintiff and the Collective Class

12
13 Dated:

VEDDER PRICE (CA), LLP

14
15 By: _____

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25 Attorneys for Defendant

26 CUSHMAN & WAKEFIELD, INC.

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SIGNATURE ATTESTATION

In accordance with Civil Local Rule 5-1(i)(3), I attest that concurrence in the filing of this document has been obtained from the signatories on this e-filed document.

Dated:

ORDER

Pursuant to the foregoing stipulation, IT IS SO ORDERED.

Dated:

HON. JACQUELIE SCOTT CORLEY
U.S. MAGISTRATE JUDGE

VP/#50856692.1

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

RYAN SELTZ, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

CUSHMAN & WAKEFIELD, INC. and
CUSHMAN & WAKEFIELD OF
WASHINGTON, DC, INC.,

Defendants.

Case No. 1:18-cv-02092-BAH

**STIPULATION AND [PROPOSED] ORDER TO STAY ACTION
PENDING FINAL APPROVAL OF SETTLEMENT**

Plaintiff Ryan Seltz (“Plaintiff”) and Defendants Cushman & Wakefield, Inc. and Cushman & Wakefield of Washington, DC, Inc. (“Defendants”) (collectively, the “Parties”), by and through their respective counsel, hereby stipulate and agree as follows:

WHEREAS, Plaintiff filed this putative class and collective action complaint on June 29, 2018, against Defendant Cushman & Wakefield, Inc., in the Superior Court for the District of Columbia, Case No. 2018 CA 004710 B, for alleged violations of the Fair Labor Standards Act (“FLSA”) to 29 U.S.C. §§ 201 *et seq.*, the District of Columbia (“D.C.”) Minimum Wage Act (the “DCMWA”), D.C. Code §§ 32-1001 *et seq.*, and the D.C. Wage Payment and Collection Law (“DCWPCL”), D.C. Code §§ 32-1001 *et seq.*, (the “Action”);

WHEREAS, Defendant Cushman & Wakefield, Inc. removed this Action to this Court on September 6, 2018;

WHEREAS, Plaintiff filed a First Amended Class and Collective Action Complaint on October 11, 2019, adding Defendant Cushman & Wakefield of Washington, DC, Inc., and alleged violations of the Fair Labor Standards Act (“FLSA”) to 29 U.S.C. §§ 201 *et seq.*, the D.C. Minimum Wage Act, D.C. Code §§ 32-1001 *et seq.*, (the “DCMWA”), the D.C. Wage

Payment and Collection Law, D.C. Code §§ 32-1301 *et seq.* (“DCWPCL”); and supporting District of Columbia and Department of Labor regulations;

WHEREAS, after participating in private mediation with mediator Steven Rottman on March 11, 2021, the Parties reached a global proposed settlement of the FLSA and state law claims alleged in this Action and the FLSA and class action claims alleged in *Dixon v. Cushman & Wakefield Western, Inc., et al.*, Northern District of California, Case No. 18-cv-05813-JSC (“*Dixon I*”) and *Dixon v. Cushman & Wakefield, Inc., et al.*, Northern District of California, Case No. 20-cv-07001-JSC (“*Dixon II*”) (collectively with this action, the “Related Actions”);

WHEREAS, pursuant to the Parties’ settlement agreement, their proposed global settlement of the Related Actions is being submitted to the Court in *Dixon I* for review and approval, which will encompass all of the claims in the Related Actions; and

WHEREAS, the Parties respectfully submit that judicial economy would be best served if this Action is stayed pending final approval of the settlement in the *Dixon I* case and then dismissed upon the court’s entry of final judgment approving the global settlement.

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff and Defendant through their respective undersigned counsel, and subject to the Court’s approval that:

1. This Action be stayed pending the entry of an order granting final approval of the Parties’ global settlement in *Dixon I*, which will include the claims alleged in this Action, and a final judgment entered thereon, and such settlement becoming effective pursuant to such approval; and

2. Within seven (7) calendar days after entry of an order granting final approval of the Parties’ global settlement in *Dixon I* and a judgment thereon, and such settlement becoming

effective pursuant to the terms of such approval, the Parties will submit a stipulation for dismissal of this Action with prejudice.

IT IS SO STIPULATED.

Dated:

Respectfully submitted,

By: /s/ Aleksandra Rybicki

By: /s/ Susan E. Huhta

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*Attorneys for Plaintiff and the
Putative Class and Collective*

ORDER

Pursuant to the foregoing stipulation, IT IS SO ORDERED.

Dated:

HON. BERYL A. HOWELL
U.S. CHIEF DISTRICT JUDGE

VP/#50858589.1

Exhibit K

[EXHIBIT K]

COMPLETE AND GENERAL RELEASE OF ALL CLAIMS
BY CLASS REPRESENTATIVE

In consideration for the Service Award, as defined in the “Stipulation and Agreement to Settle Class, Collective, and Representative Actions,” (“Settlement Agreement”) Dimitri Dixon (“Class Representative”) provides this Complete and General Release of all Claims known or unknown, suspected or unsuspected, that Class Representative had, now has, or may hereafter claim to have against the Released Parties (as defined in the Settlement Agreement) arising out of, or relating in any way to, Class Representative’s hiring by, employment with, separation of employment with the Released Parties (“Plaintiffs’ Released Claims”), arising or accruing from September 7, 2007 through December 10, 2018 (“Plaintiffs’ Released Period”).

The award of a Service Award by the Court in the Final Approval Order of this Litigation, as defined in the Settlement Agreement, is a condition precedent to Class Representative’s performance under this Complete and General Release of All Claims by Class Representative. As a result, if the Court does not award any Service Award to Class Representative, then the Class Representative and Defendant, as defined in the Settlement Agreement, agree that this Complete and General Release of All Claims is void.

Class Representative, individually and on behalf of Class Representative’s heirs, executors, administrators, representatives, attorneys, successors and assigns knowingly and voluntarily releases and forever discharges Released Parties to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Class Representative has or may have against the Released Parties during the Class Representatives’ Released Period.

To effect a full and complete General Release as described above, Class Representative expressly waives and relinquishes all rights and benefits of § 1542 of the Civil Code of the State of California, except as described in paragraph 6 above, and does so understanding and acknowledging the significance and consequence of specifically waiving §1542. Section 1542 of the Civil Code of the State of California states as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Thus, notwithstanding the provisions of § 1542, and to implement a full and complete release and discharge of the Released Parties, Class Representative expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Class Representative does not know or suspect to exist in Class Representative’s favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Class Representative warrants Class Representative has read this Settlement Agreement, including this waiver of California Civil Code § 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff’s choosing about this Settlement

Agreement and specifically about the waiver of § 1542, and that Plaintiff understands this Settlement Agreement and the § 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

Class Representative is not waiving any rights she may have to: (i) Class Representative's own vested accrued employee benefits under Released Parties' health, welfare or retirement benefits plans as of the date of execution of this Settlement Agreement; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under California Labor Code §§ 132(a) and 4553) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Settlement Agreement; (iv) enforce this Settlement Agreement; or (v) challenge the validity of this Settlement Agreement.

Executed on _____, 2021

Dimitri Dixon

Exhibit L

[EXHIBIT L]

COMPLETE AND GENERAL RELEASE OF ALL CLAIMS
BY PLAINTIFF

In consideration for the Service Award, as defined in the “Stipulation and Agreement to Settle Class, Collective, and Representative Actions,” (“Settlement Agreement”) Ryan Seltz (“Plaintiff”) provides this Complete and General Release of all Claims known or unknown, suspected or unsuspected, that Plaintiff had, now has, or may hereafter claim to have against the Released Parties (as defined in the Settlement Agreement) arising out of, or relating in any way to, Plaintiff’s hiring by, employment with, and separation of employment with the Released Parties (“Plaintiffs’ Released Claims”), arising or accruing from the beginning of time through May 31, 2021 (“Plaintiffs’ Released Period”).

The award of a Service Award by the Court in the Final Approval Order of this Litigation, as defined in the Settlement Agreement, is a condition precedent to Plaintiff’s performance under this Complete and General Release of All Claims by Plaintiff. As a result, if the Court does not award any Service Award to Plaintiff, then the Plaintiff and Defendant, as defined in the Settlement Agreement, agree that this Complete and General Release of All Claims is void.

Plaintiff, individually and on behalf of Plaintiff’s heirs, executors, administrators, representatives, attorneys, successors and assigns knowingly and voluntarily releases and forever discharges the Release Parties to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against the Released Parties during the Plaintiffs’ Released Period.

Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff’s favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants Plaintiff has read this Settlement Agreement and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff’s choosing about this Settlement Agreement and that Plaintiff understands this Settlement Agreement, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

Plaintiff is not waiving any rights they may have to: (i) Plaintiff’s own vested accrued employee benefits under the Released Parties’ health, welfare or retirement benefits plans as of the date of execution of this Settlement Agreement; (ii) benefits or rights to seek benefits under applicable workers’ compensation or unemployment insurance or indemnification statutes; (iii)

pursue claims which by law cannot be waived by signing this Settlement Agreement; (iv) enforce this Settlement Agreement; or (v) challenge the validity of this Settlement Agreement.

Executed on _____, 2021

Ryan Seltz