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8 UNITED STATES DISTRICT COURT  
 9 NORTHERN DISTRICT OF CALIFORNIA

10  
 11 DIMITRI DIXON and RYAN SELTZ, individually,  
 and on behalf of all others similarly situated,

12 Plaintiffs,

13 vs.

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

17 Defendants.

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

**DECLARATION OF PLAINTIFF DIMITRI  
 DIXON IN SUPPORT OF PLAINTIFFS’  
 MOTION FOR PRELIMINARY  
 APPROVAL OF CLASS, COLLECTIVE,  
 AND REPRESENTATIVE ACTION  
 SETTLEMENT**

Date: August 5, 2021  
 Time: 9:00a.m.  
 Dept: Courtroom E, 15th Floor  
 Before: Hon. Magistrate Judge Jacqueline Scott  
 Corley

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1 **DECLARATION OF DIMITRI DIXON**

2 I, Dimitri Dixon, declare, upon personal knowledge and under penalty of perjury, that the  
3 following is true and correct:

4 1. I am a named plaintiff in this lawsuit. I am over the age of eighteen. I make this  
5 declaration based upon my own personal knowledge, and I could and would testify to the following  
6 facts if called upon to do so.

7 2. I was an employee of Cushman & Wakefield Western, Inc. and Cushman & Wakefield,  
8 Inc. Cushman and Wakefield is a commercial real estate services company. I began working as an  
9 Appraiser Trainee on September 17, 2007. I received a letter confirming my termination from  
10 Cushman and Wakefield on April 15, 2019 effective December 10, 2018 (only four months after my  
11 lawsuit was filed in August 2018). In that letter, Cushman and Wakefield said that I owed them a draw  
12 balance of \$15,632.54 and demanded repayment.

13 3. During my time at Cushman and Wakefield, I was compensated through a “recoverable  
14 draw” scheme. At the beginning of each year of my employment, I was required to sign a standard  
15 promissory note agreeing to pay Cushman and Wakefield the balance of a fixed sum of money equal to  
16 my annual compensation. I then received a bi-monthly draw against this obligation, which was the  
17 sole basis of compensation. The “draw” payments constituted advancements to myself, which I owed  
18 to Cushman and Wakefield in the form of debt. The promissory note allowed Cushman and Wakefield  
19 to recoup the entire balance of the advanced sum at any time, including after the employee-employer  
20 relationship terminated.

21 4. As an Appraiser Trainee, I regularly worked more than 8 hours per day and 40 hours  
22 per week, but was never compensated for those hours because of Cushman and Wakefield’s  
23 recoverable draw method of payment. I was never paid additional compensation for the overtime  
24 hours I worked.

25 5. I started working on this case in approximately May 2018. At that time, my attorneys  
26 interviewed me at length, and I searched for and provided information and documents, like timesheets,  
27 my promissory notes, pay stubs, employment policies, and emails from my supervisors, to my  
28 attorneys. We also had many phone calls and corresponded via email. I estimate that these tasks took

1 about ten to fifteen hours.

2 6. Also around May 2018, I carefully reviewed the written retainer agreement with my  
3 attorneys and carefully considered whether to take on the responsibility of serving as a class  
4 representative and putting my name on public documents as a named plaintiff. I estimate that this took  
5 about an hour.

6 7. Near the beginning of June 2018, I reviewed the notice letter submitted to California  
7 Labor Workforce and Development Agency and discussed it with my attorneys. I estimate that took  
8 me about 30-45 minutes.

9 8. Around August 2018, I reviewed the complaint – multiple times – and discussed it with  
10 my attorneys, including revising the facts in the complaint. I estimate that this process took  
11 approximately four to five hours.

12 9. Around November 2018, I read through the Court's dispute resolution materials  
13 (Alternative Dispute Resolution Procedures Handbook) and discussed it with my attorneys, and I  
14 estimate that took me about an hour to an hour and a half.

15 10. Around March 2019, I discussed the upcoming mediation with my attorneys. The  
16 mediation was rescheduled for June 2019, when I again discussed mediation strategy with my  
17 attorneys and was available by phone throughout the day of mediation. I estimate I spent about an  
18 hour preparing for this mediation and on the phone with attorneys on the day of mediation.

19 11. Around November 2019, I had to look through my LinkedIn account, my text messages,  
20 and other records in order to respond to Cushman and Wakefield's requests for information related to  
21 the lawsuit in my possession. I estimate I spent two or more hours searching through my documents.

22 12. Around August 2020, I worked with my attorneys on a declaration about my experience  
23 at Cushman & Wakefield. I understand it was submitted to the Court so that notice about the lawsuit  
24 could be sent to others who may have been eligible to join the case. I estimate it took me about an  
25 hour or two to work with my attorneys and review the declaration for accuracy.

26 13. In March 2021, I again prepared for mediation with my attorneys and was available by  
27 phone with my attorneys. I spoke with my attorneys after the end of the mediation about the  
28 possibility of settlement. I have also spoken to my attorneys by email and phone as the settlement

1 agreement was being finalized. I estimate that took approximately two to three hours.

2 14. In the years between the complaint was filed and the final mediation, I stayed in regular  
3 contact with my attorneys by phone and email to discuss the status of the case and the strategy of the  
4 case.

5 15. In June 2021, I carefully reviewed the Settlement Agreement, discussed it with my  
6 attorneys, and signed it. I estimate that this took approximately 2 hours.

7 16. I also spent about an hour talking to my attorneys about the information in this  
8 declaration and reviewing it for accuracy.

9 17. For the entire case, I estimate I have spent a total of approximately 30 hours.

10 18. Throughout this case, I have understood that I have a duty to represent not just my own  
11 interests but also the interests of other Appraisers who could be part of this case. I understand that I  
12 have had a responsibility to make decisions in this case a way that didn't favor my own interests over  
13 those of other Appraisers. I believe that I have fulfilled these duties, and that the settlement is in the  
14 best interests of the class as a whole.

15 19. It was a difficult decision for me to decide to serve as a named plaintiff in this case. At  
16 the outset of this case, I was also afraid that I was going to lose my job. I was a current employee  
17 when this case first started in the summer of 2018. In April 2019, I received a letter from Cushman  
18 and Wakefield confirming that my employment was terminated in December 2018. I was also afraid  
19 that I would lose future employment opportunities because of my association with this case, and my  
20 decision to stand up for the rights of myself and other employees for Cushman and Wakefield who  
21 worked so hard for the company but ended up owing money to the company because of the  
22 recoverable draw system.

23 20. I am very proud that this lawsuit, and my decision to put myself out there on behalf of  
24 other Appraisers, caused Cushman and Wakefield to change their practice of paying Appraisers on a  
25 recoverable draw system. I am also pleased that this settlement will provide a substantial amount of  
26 money for other Appraisers.

27 21. I think that the attorneys' fees and costs award request of one-third of the maximum  
28 settlement amount is reasonable. My retainer agreement with my attorneys permitted my attorneys to

1 recover through fees and costs through a settlement based on either their hourly rate multiplied by the  
2 number of hours they spent or up to 33.3% of the gross value of any settlement.

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4 I declare, under penalty of perjury, under the laws of the State of California and of the United  
5 States that the foregoing is true and correct. Executed this 30th day of June, 2021 in Tustin,  
6 California.

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DocuSigned by:  
*Dimitri Dixon*  
Dimitri Dixon

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