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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO

29 **SELENA SCOLA, ERIN ELDER, GABRIEL**
30 **RAMOS, APRIL HUTCHINS, KONICA**
31 **RITCHIE, ALLISON TREBACZ, JESSICA**
32 **SWARNER, and GREGORY SHULMAN,**
33 individually and on behalf of all others similarly
34 situated,

35 *Plaintiffs,*

36 v.

37 **FACEBOOK, INC.,**

38 *Defendant.*

Civil Action No. 18CIV05135

**PLAINTIFFS' NOTICE OF MOTION AND
MOTION FOR (1) PRELIMINARY
APPROVAL OF SETTLEMENT; (2)
PROVISIONAL CERTIFICATION OF
SETTLEMENT CLASS; (3)
APPOINTMENT OF CLASS COUNSEL; (4)
APPROVAL OF NOTICE PLAN; (5)
APPROVAL OF SETTLEMENT
ADMINISTRATOR; and (6) APPROVAL OF
BELAIRE NOTICE; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

Assigned for All Purposes to
Hon. V. Raymond Swope, Dept. 23

Trial Date: None Set
Complaint Filed: September 21, 2018

Civil Action No. 18-CIV-05135

**PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR (1) PRELIMINARY APPROVAL OF SETTLEMENT; (2) PROVISIONAL
CERTIFICATION OF SETTLEMENT CLASS; (3) APPOINTMENT OF CLASS COUNSEL; (4) APPROVAL OF NOTICE PLAN; (5)
APPROVAL OF SETTLEMENT ADMINISTRATOR; and (6) APPROVAL OF BELAIRE NOTICE**

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1 NOTICE OF MOTION AND MOTION

2 TO THE COURT, THE PARTIES, AND ALL COUNSEL OF RECORD:

3 Please take notice that, on [] at [], or as soon thereafter as the parties may be
4 heard, in Department 23 of the Superior Court, County of San Mateo, 400 County Center, Redwood
5 City, CA 94063, Plaintiffs Selena Scola, Erin Elder, Gabriel Ramos, April Hutchins, Konica Ritchie,
6 Allison Trebacz, Jessica Swarner, and Gregory Shulman (“Plaintiffs”) will and hereby do move for an
7 order granting preliminary approval of the settlement of this class action lawsuit against Defendant
8 Facebook, Inc. (“Facebook”). By this motion, Plaintiffs request that the Court enter an Order:

- 9 (1) Granting preliminary approval of the Settlement Agreement;
10 (2) Provisionally certifying the Settlement Class;
11 (3) Appointing Plaintiffs’ counsel as Class Counsel;
12 (4) Approving the proposed Notice Plan;
13 (5) Approving the Settlement Administrator;
14 (6) Approving the proposed Belaire Notice; and
15 (7) Scheduling a hearing for final approval of the settlement, the application for an award of
16 attorneys’ fees and expenses, service awards for Plaintiffs, and entry of final judgment.

17 This motion is based on California Rule of Court 3.769(c), the following memorandum of points
18 and authorities, the declarations of Steven N. Williams, Daniel Charest, Sonya Norman, Ph.D., Patricia
19 Watson, Ph.D., and the Hon. Rebecca Westerfield (Ret.) submitted herewith, the argument and
20 evidence the Court may permit at the hearing, and the complete files and record in this action.

21
22 Dated: May 8, 2020

Respectfully Submitted,

Steven N. Williams

23 Joseph R. Saveri (SBN 130064)
24 Steven N. Williams (SBN 175489)
25 Gwendolyn Giblin (SBN 181973)
26 Kevin Rayhill (SBN 267496)
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Civil Action No. 18-CIV-05135

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Attorneys for Plaintiffs and the Proposed Class

1 I. INTRODUCTION

2 Plaintiffs Selena Scola, Erin Elder, Gabriel Ramos, April Hutchins, Konica Ritchie, Allison
3 Trebacz, Jessica Swarner, and Gregory Shulman (“Plaintiffs”) request that the Court preliminarily
4 approve the settlement¹ of this class action lawsuit against Defendant Facebook, Inc. (“Facebook”).
5 The settlement encompasses all claims Plaintiffs have asserted in their Second Amended Consolidated
6 Complaint² on behalf of themselves and the proposed settlement class, which consists of all persons
7 who performed content moderation work for Facebook in California, Arizona, Texas, or Florida as an
8 employee or subcontractor of one or more of Facebook’s vendors at any time from September 15, 2015
9 to the date of preliminary approval of the proposed class settlement (the “Class”).

10 The settlement reflects an outstanding and unprecedented recovery for the Class Members. It
11 provides for payment of \$52 million by Facebook, from which each Class Member may receive a
12 payment of \$1,000 for medical screening for their exposure to graphic or disturbing material in the
13 course of his or her work as a content moderator. In addition, each Class Member with a Qualifying
14 Diagnosis may seek additional payments for treatment and Other Damages. Facebook also will
15 implement significant reforms addressing the practices alleged in this action including: (1) on-site
16 coaching and standardized resiliency measures for all U.S. content moderators and (2) tooling
17 enhancements to provide reviewers with more control over how imagery is displayed and designed to
18 mitigate the effects of exposure to graphic or disturbing material.

19 The settlement was reached through extensive arms’-length negotiations between competent
20 counsel that was facilitated by the Hon. Rebecca Westerfield (Ret.). Plaintiffs retained two highly

21 _____
22 ¹ The parties’ Settlement Agreement is attached as Exhibit 1 to the Declaration of Steven N. Williams in
23 Support of Plaintiffs’ Motion for (1) Preliminary Approval of Settlement; (2) Provisional Certification of
24 Settlement Class; (3) Appointment of Class Counsel; (4) Approval of Notice Plan; (5) Approval of
Settlement Administrator; and (6) Approval of *Belaire* Notice (“Williams Decl.”). Unless otherwise
indicated, capitalized terms herein refer to the definitions used in the Settlement Agreement.

25 ² On April 9, 2020—two weeks after the Superior Court of California, San Mateo County closed due to
26 the COVID-19 crises—Plaintiffs e-filed the Second Amended Complaint (“SAC”), attaching a joint
27 Stipulation and [Proposed] Order Granting Plaintiffs Leave to File the Second Amended Complaint
28 (“Joint Stipulation”) pursuant to California Code of Civil Procedure § 472. The SAC adds April
Hutchins, Konica Ritchie, Allison Trebacz, Jessica Swarner, and Gregory Shulman, who worked in
Arizona, Texas, and Florida, as class representatives. Plaintiffs also filed the SAC and Joint Stipulation
with the Clerk’s Office on April 16, 2020.

1 credentialed experts and worked closely with them to develop a keen understanding of the issues related
2 to the diagnosis and treatment of trauma-related injuries and the safeguards necessary to mitigate future
3 harm. The settlement is reasonable when the strength of the claims and defenses is measured against
4 the cost and risks of further litigation. It satisfies all criteria for preliminary approval.

5 Accordingly, Plaintiffs respectfully request that the Court enter an order:

- 6 (1) Granting preliminary approval of the Settlement;
- 7 (2) Provisionally certifying the Settlement Class;
- 8 (3) Appointing Plaintiffs' counsel as Class Counsel;
- 9 (4) Approving the proposed Notice Plan;
- 10 (5) Approving the Settlement Administrator;
- 11 (6) Approving the proposed Belaire Notice; and
- 12 (7) Scheduling a hearing for final approval of the Settlement, the application for an award of
13 attorneys' fees and expenses, service awards for Plaintiffs, and entry of final judgment.

14 A proposed form of Order is submitted herewith.

15 II. LEGAL STANDARD

16 At the preliminary approval stage, the Court has broad powers to determine if the proposed
17 settlement is fair under the circumstances of the case. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.
18 App. 4th 224, 234–35, *disapproved on other grounds by Hernandez v. Restoration Hardware, Inc.*, 409 P.3d
19 281 (2018). California Rule of Court 3.769 establishes a two-step process for obtaining court approval.
20 First, “the court preliminarily approves the settlement and the class members are notified as directed
21 by the court.” *Cellphone Termination Fee Cases* (2009) 180 Cal. App. 4th 1110, 1118 (citing C.R.C.
22 3.769(c)–(f)). Then, “the court conducts a final approval hearing to inquire into the fairness of the
23 proposed settlement.” *Id.* (citing C.R.C. 3.769(g)).

24 At the first step, the court reviews the proposed settlement and makes a preliminary
25 determination that the settlement is within the range of reasonableness such that notice should be
26 provided to class members and a fairness hearing be scheduled. *Wershba*, 91 Cal. App. 4th at 234–36.
27 Preliminary approval is “nothing more than [a determination] that ‘there is, in effect, probable cause to
28 submit the proposal to members of the class and to hold a full-scale hearing on its fairness.’” *California*

1 *v. Levi Strauss & Co.* (1986) 41 Cal. 3d 460, 485 (Bird, C.J., concurring) (quoting Manual for Complex
2 Litigation § 1.46 (2d ed. 1982)).

3 Preliminary approval is warranted where, as here, “the proposed settlement appears to be the
4 product of serious, informed, noncollusive negotiations” and “falls within the range of possible
5 approval.” *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007) (internal
6 citation and quotation marks omitted); accord *Cho v Seagate Tech. Holdings Inc.* (2009) 177 Cal. App. 4th
7 734, 743 (observing that a court must “reach a reasoned judgment that the agreement is not the product
8 of fraud or overreaching by, or collusion between, the negotiating parties”).³

9 This Court’s assessment of a proposed settlement is to be informed by two general principles.
10 First, “voluntary conciliation and settlement are the preferred means of dispute resolution.” *7-Eleven*
11 *Owners for Fair Franchising v. Southland Corp* (2000) 85 Cal. App. 4th 1135, 1151 (quoting *Officers for*
12 *Justice v. Civil Service Comm’n of City & Cty. of S.F.*, 688 F.2d 615, 625 (9th Cir. 1982)). “This is
13 especially true in complex class action litigation.” *Id.* (quoting *Officers for Justice*, 688 F.2d at 625).
14 Second, “[d]ue regard . . . should be given to what is otherwise a private consensual agreement between
15 the parties.” *Id.* at 1145 (quoting *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801); see also *Low*
16 *v. Trump Univ., LLC*, (S.D. Cal. 2017) 246 F. Supp. 3d 1295, 1302 (“Where both Parties are
17 represented by experienced counsel, the recommendation of experienced counsel to adopt the terms of
18 the proposed settlement is entitled to great deal of weight.” (internal citation and quotation marks
19 omitted)), *aff’d*, 881 F.3d 1111 (9th Cir. 2018).

20 **III. THE SETTLEMENT MEETS ALL REQUIREMENTS FOR APPROVAL**

21 **A. The Settlement Class**

22 The Settlement Class is defined as:

23 All individuals who performed content moderation work for
24 Facebook in California, Arizona, Texas, or Florida as an employee or
25 subcontractor of one or more of Facebook’s vendors from

26 ³ Ultimately, final approval involves a determination that the settlement is “fair and reasonable in
27 relation to the range of possible results further litigation might have produced, including . . . zero or
28 minimal recovery of damages by class members.” *Chavez v. Netflix, Inc.* (2008) 162 Cal. App. 4th 43, 55.
Final approval is appropriate where “the class settlement is within the ‘ballpark’ of reasonableness.”
Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal. App. 4th 116, 133.

1 September 15, 2015 to the date of preliminary approval of the
2 proposed class settlement.

3 The Settlement Class fulfills the community of interest requirement for certification of a class
4 for settlement purposes. *See Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 435. “The community of
5 interest requirement involves three factors: (1) predominant common questions of law or fact; (2) class
6 representatives with claims or defenses typical of the class; and (3) class representatives who can
7 adequately represent the class.” *Id.* (quoting *Richmond v. Dart Indus., Inc.* (1981) 29 Cal. 3d 462, 470 (*en*
8 *banc*)). All three requirements are satisfied here. Although Facebook denies Plaintiffs’ allegations and
9 denies that its conduct violates California law, Facebook has stipulated to the provisional certification
10 of a class for settlement purposes.

11 First, common questions of law and fact predominate. “As a general rule if the defendant’s
12 liability can be determined by facts common to all members of the class, a class will be certified even if
13 the members must individually prove their damages.” *Hicks v. Kaufman & Broad Home Corp* (2001) 89
14 Cal. App. 4th 908, 916 (citing *Emp’t Dev. Dep’t. v. Superior Court* (1981) 30 Cal. 3d 256, 266); *accord*,
15 *Knapp v. AT & T Wireless Services, Inc.* (2011) 195 Cal. App. 4th 932, 941. Here, questions of law and fact
16 common to proposed settlement class members predominate over any individualized questions. These
17 common questions include whether Facebook failed to provide Class Members with a safe review
18 platform and a safe working environment, and whether that failure subjected Class Members to an
19 elevated risk of injury including psychological trauma. The Class Members were employed by third-
20 party vendors to review content on behalf of Facebook, using a review platform provided by Facebook.
21 Thus, the fundamental factual question before the Court is whether Facebook’s conduct, to which all
22 Class Members were subjected, increased their risk of injury such that the need for medical treatment
23 was a reasonably necessary consequence of that conduct.

24 Second, Plaintiffs’ claims are typical of the Class because they arise from the same event,
25 practice, or course of conduct giving rise to the claims of the other Class members and are based on the
26 same legal theories. *Classen v. Weller* (1983) 145 Cal. App. 3d 27, 46–47. Here, Plaintiffs—like all Class
27 Members—allege that Facebook unlawfully failed to provide them with a safe workplace. Plaintiffs—
28

1 like all Class Members—seek relief that includes treatment for injuries caused by Facebook’s conduct
2 and an injunction requiring business practice enhancements going forward.

3 Third, Plaintiffs are adequate class representatives. Adequacy of representation is established
4 where plaintiffs are represented by qualified counsel and “plaintiffs’ interests are not antagonistic” to
5 those of the class. *McGhee v. Bank of Am* (1976) 60 Cal. App. 3d 442, 450–51. Here, Plaintiffs know of no
6 conflicts among themselves and the Class. Plaintiffs’ counsel are experienced in class action litigation
7 and have litigated this matter in the best interests of the class. *See Williams Decl.* ¶¶ 3-8; *Charest Decl.*
8 ¶¶ 3-7.

9 For these reasons, an order certifying a provisional settlement class pursuant to C.R.C. 3.769(d)
10 is appropriate.

11 **B. The Settlement Fund for Medical Treatment and Damages Payments**

12 As detailed more fully in the Settlement Agreement, Facebook has agreed to deposit a non-
13 reversionary payment of \$52 million into a settlement fund as compensation for the release of the Class
14 Members’ claims. *See Settlement Agreement* § 3.1. That payment, which will be made within fifteen
15 days after the Effective Date of the Settlement, will also cover any award for attorneys’ fees and
16 expenses, service awards to the class representatives, and settlement administration costs. *Id.* §§ 3.1,
17 11.1 & app. A, § 1.

18 The parties have agreed that every Class Member will receive a single payment of \$1,000 that
19 the Class Member may use for medical diagnostic screenings. *Id.* app. A, § 2. A Class Member
20 diagnosed with a Qualifying Diagnosis, such as PTSD, will receive a Medical Treatment Payment. *Id.*
21 app. A, § 5. A Class Member diagnosed with a Qualifying Diagnosis will also have the option of
22 submitting a claim for an Other Damages Payment (*i.e.*, further payment for consequential and other
23 damages the Class Member contends were caused by content moderation work for Facebook). *Id.* app.
24 A, § 6. In exchange for an Other Damages Payment, these Class Members will give Facebook a full
25 release of all claims arising from or relating to the conduct alleged in this action. *Id.* § 6.7 & app. A, § 6.
26 The Other Damages Payments will be tiered to reflect the amount of damages allegedly suffered, the
27 strength of the alleged causal connection to Facebook’s conduct, and the strength of any supporting
28 documentation a Class Member submits; the highest-tier Other Damages Payment is capped at

1 \$50,000. *Id.* app. A, § 6.1. Class Members who do not submit claims for Other Damages Payments will
2 retain their right to assert individual Other Damages Claims in a streamlined arbitration but will waive
3 the ability to assert those claims on a class or aggregated basis or in court. *Id.* §§ 6.5, 6.6. The allocation
4 plan proposed by Plaintiffs is designed with the goal that no funds remain following disbursements to
5 Class Members, but if any funds do remain, the plan provides that they will be redistributed to all Class
6 Members if sufficient funds remain or donated to a *cy près* recipient to be approved by this Court if
7 funds are not sufficient to justify the added expense of redistribution. *Id.* app. A, §§ 7, 8. Any Class
8 Member who accepts such a residual distribution also will give Facebook a full release of all claims
9 arising from or relating to the conduct alleged in this action.

10 C. Injunctive Relief

11 Although Facebook denies Plaintiffs' allegations and denies that its conduct violates California
12 law, the parties have agreed to additional non-monetary considerations in the form of business practice
13 enhancements to address Plaintiffs' concerns. These remedies were evaluated by Plaintiffs' counsel in
14 conjunction with retained experts in the treatment of individuals exposed to trauma to track best
15 industry practices. The safeguards plan developed with these experts' input consists of: (1) tooling
16 enhancements designed to provide Content Moderators with more control over how they view content
17 to help mitigate the potential effects of viewing graphic or disturbing content; (2) training and support
18 designed to help Content Moderators build resilience and learn to cope with the stress of viewing
19 graphic or disturbing content; and (3) providing coaching and other support by licensed mental health
20 counselors for those Content Moderators who need it. Among other things, Facebook has agreed to
21 require that Facebook Vendors in the United States implement the following business practice
22 enhancements within 60 days after the Effective Date of the Settlement:

- 23 • Retain clinicians who are licensed, certified, and experienced in the area of mental
24 health counseling in a number sufficient to ensure coverage during all shift hours for
25 Content Moderator review projects involving regular exposure to graphic and
26 objectionable content, Settlement Agreement § 5.1.1(i);
- 27 • Conduct resiliency pre-screening and assessments as part of Content Moderators'
28 recruitment and hiring processes, *id.* § 5.1.1(ii);

- 1 • Make individual one-on-one coaching sessions available to Content Moderators within
2 the first month of onboarding and throughout employment and prioritize scheduling
3 those sessions within one week or less, *id.* § 5.1.1(iii).
- 4 • Make group wellness sessions available to Content Moderators on a monthly basis, *id.* §
5 5.1.1(iv);
- 6 • Make available weekly one-on-one coaching or wellness sessions for Content
7 Moderators on projects involving regular exposure to graphic and objectionable content,
8 each session lasting a minimum of thirty minutes, *id.* § 5.1.1(v);
- 9 • Ensure that Content Moderators on projects involving regular exposure to graphic and
10 objectionable content who request to speak with a clinician on an expedited basis can do
11 so within the next working day, *id.*;
- 12 • Provide Content Moderators with clear guidelines for how and when they may remove
13 themselves from a specific type of content, *id.* § 5.1.1(vi);
- 14 • Provide information regarding these psychological support measures and resources to
15 Content Moderators during onboarding and during ongoing resiliency training, *id.* §
16 5.1.1(vii);
- 17 • Post information regarding these psychological support measures at every Content
18 Moderator’s workstation, *id.* § 5.1.1.(viii); and
- 19 • Provide information for reporting Vendor violations of these business practice
20 enhancements, *id.* § 5.1.3.

21 In addition, Facebook has agreed to implement standardized resiliency requirements across all
22 U.S. Facebook Vendors, *id.* § 5.1.2(i), to require that U.S. Facebook Vendors submit to both formal
23 audits and unannounced on-site compliance reviews, *id.* § 5.1.2(ii), and to allow Content Moderators to
24 use Facebook’s whistleblower hotline to report Vendor’s failure to implement these business practice
25 enhancements, *id.* § 5.1.3.

26 Facebook also will continue to roll out a suite of Well-Being Preference tools on the Single
27 Review Tool platform used by Content Moderators. *Id.* §§ 5.1.5–.7. This will allow Content Reviewers
28 to change default settings according to their preferences to mitigate any exposure to graphic or

1 disturbing material, including:

- 2 • Viewing images in black and white, *id.* § 5.1.5(i);
- 3 • Blurring images, *id.* § 5.1.5(ii);
- 4 • Blocking faces within images posted to Facebook, *id.* § 5.1.5(iii);
- 5 • Blurring video previews, *id.* § 5.1.5(iv);
- 6 • Auto-muting videos on start, *id.* § 5.1.5(v);

7 Facebook also will continue to roll out other tooling enhancements, including:

- 8 • The ability to preview videos using thumbnail images when technically feasible, *id.* §
9 5.1.6(i); and
- 10 • Default settings preventing automatic video playback, *id.* § 5.1.6(ii).

11 These business practice and tooling enhancements are designed to mitigate the effects of
12 exposure to graphic or objectionable material. These measures were evaluated by Plaintiffs' counsel
13 with significant input from two nationally recognized experts in posttraumatic stress. Sonya Norman,
14 Ph.D., is the Director of the PTSD Consultation Program at the VA National Center for PTSD and has
15 authored more than 100 publications related to PTSD and associated problems. Patricia Watson, Ph.D.,
16 is a Senior Educational Specialist for the VA National Center for PTSD, where she has specialized in
17 early intervention and resilience since 1998 and has co-authored several field guides for handling
18 trauma-induced stress, developing resilience, and recovering from traumatic events; these guides have
19 been used by combat soldiers, firefighters, emergency services personnel, law enforcement
20 professionals, and nurses. For over a year, Drs. Norman and Watson advised Plaintiffs' counsel
21 regarding the types of business practice enhancements and resiliency measures that would appropriately
22 address the wrongdoing alleged by Plaintiffs. ⁴

24
25 ⁴ See Declaration of Sonya Norman, Ph.D. in Support of Plaintiffs' Motion for (1) Preliminary Approval of
26 Settlement; (2) Provisional Certification of Settlement Class; (3) Appointment of Class Counsel; (4)
27 Approval of Notice Plan; (5) Approval of Settlement Administrator; and (6) Approval of Belaire Notice,
28 ¶ 2 ("Norman Decl."); Declaration of Patricia Watson, Ph.D. in Support of Plaintiffs' Motion for (1)
Preliminary Approval of Settlement; (2) Provisional Certification of Settlement Class; (3) Appointment
of Class Counsel; (4) Approval of Notice Plan; (5) Approval of Settlement Administrator; and (6)
Approval of Belaire Notice, ¶ 2 ("Watson Decl.").

1 the parties have engaged in substantial discovery regarding certification, merits, and how Facebook’s
2 (and its Vendor’s) practices impacted Class Members.

3 The extensive discovery in this matter included Plaintiffs’ responses to Facebook’s
4 interrogatories and production of documents. Williams Decl. ¶ 6; Charest Decl. ¶ 5. In addition,
5 Plaintiffs Elder and Ramos were deposed by Facebook. Charest Decl. ¶ 5. Class Counsel fought
6 aggressively to obtain relevant discovery from Facebook, meeting and conferring with Facebook’s
7 counsel on numerous occasions, including two sessions at counsel’s office in Palo Alto in which Class
8 Counsel spoke directly with Facebook’s IT personnel in an attempt to come to a proper understanding
9 of Facebook’s data management systems and how they bear on the issues at stake in this litigation.
10 Williams Decl. ¶ 6. As a result, Plaintiffs obtained extensive discovery from Facebook, permitting them
11 to thoroughly evaluate the strength of the case and the risks associated with continued litigation. *Id.*;
12 Charest Decl. ¶ 5. In response to document requests served by Plaintiffs, Facebook produced—and
13 Plaintiffs have thoroughly reviewed—approximately 55,000 documents. Williams Decl. ¶ 6. Plaintiffs
14 also deposed the vice president of operations at Facebook. *Id.*

15 **C. The costs, risks, and likely length of trial and appeal favor preliminary approval.**

16 In assessing the settlement, any possible recovery should be “discounted by the risks and
17 expenses of attempting to establish and collect on those claims by pursuing the litigation.” *Kullar*, 168
18 Cal. App. 4th at 129. Consideration of the costs, risks, and length of ongoing discovery, motions practice,
19 a trial, post-trial proceedings, and subsequent appeal further confirm that the settlement is well within
20 the range of possible approval.

21 The settlement is significant on its own terms, but even more so when measured against the
22 costs, risks, and length of trial and appeal. It provides value by securing immediate relief that otherwise
23 would not have been available for years. *Sykes v. Harris*, No. 09 Civ. 8486 (DC), 2016 WL 3030156, at
24 *14 (S.D.N.Y. 2016) (“[M]uch of the value of a settlement lies in the ability to make funds available
25 promptly.” (internal citation and quotation marks omitted)); *In re Am. Bank Note Holographics, Inc.*, 127
26 F. Supp. 2d 418, 425 (S.D.N.Y. 2001) (“Settlement also confers an immediate benefit. . . . Add on time
27 for a trial and appeals, and the class would have seen no recovery for years. Class counsel properly
28 considered this factor as well.”). The relative speed of the proposed relief, as compared to the estimated

1 time to take this case to trial and through appeal, is especially important in a case involving mental
2 health and well-being.

3 **D. The proposed Notice and Notice Plan adequately inform Class Members of the**
4 **Settlement terms and their rights.**

5 Courts have broad discretion in fashioning an appropriate notice program so long as it satisfies
6 all due process requirements. Cal. Civ. Code § 1781; *Wershba*, 91 Cal. App. 4th at 235; C.R.C. 3.769. The
7 actual form and contents of the notice are within the Court’s discretion. *Wershba*, 91 Cal. App. 4th at
8 251. Notice “must contain an explanation of the proposed settlement and procedures for class members
9 to follow in filing written objections to it and in arranging to appear at the settlement hearing and state
10 any objections to the proposed settlement.” Cal. Rule of Court 3.769(f). The notice must “fairly apprise
11 the . . . members of the class of the terms of the proposed settlement and of the options that are open to
12 them in connection with [the] proceedings.” *Cellphone Termination Fee Cases*, 186 Cal. App. 4th at 1393
13 (quoting *7-Eleven*, 85 Cal. App. 4th at 1164).

14 The proposed Notice⁵ satisfies these requirements. It states in plain language: (1) the nature of
15 the action; (2) the definition of the Class; (3) the claims; (4) the basic terms of the agreement; (5) the
16 ability to enter an appearance through counsel if a Class Member so desires; (6) how to object to the
17 settlement; (7) the time and manner for objecting; (8) the binding effect of a Class judgment and the
18 terms of release; (9) the claim filing process and a description of the allocation plan; and (10) the
19 maximum requests for an award of attorneys’ fees, reimbursement of costs, and a service award to the
20 named Plaintiffs for their work on behalf of the Class. The Notice directs Class Members to a
21 settlement website and provides contact information for the settlement administrator. The notice thus
22 “provide[s] all of the detail required by statute or court rule, in a highly accessible form” and is
23 consistent with notices that have been approved in other cases. *See Chavez*, 162 Cal. App. 4th at 57–58
24 (approving notice and holding that directing class members to a website “was a perfectly acceptable
25 manner of giving notice”).⁶

26 _____
27 ⁵ The proposed Long-Form Notice, Short-Form Notice, and Claim Form are attached as Exhibits 2 to 4.

28 ⁶ *See also Cellphone Termination Fee Cases*, 186 Cal. App. 4th at 1393 (approving notice where the long-
form notice explained that payments would be made on a pro rata basis and explained “the total amount
of the common fund recovery, the nature of the costs and fees to be deducted from the common

1 Plaintiffs propose the following plan for providing Notice to Class members within 30 days after
2 entry of an Order granting preliminary approval of the Settlement:

3 ***E-mail and Postcard Notice.*** Plaintiffs propose that the Settlement Administrator provide Notice
4 though a combination of e-mail and postcard notice substantially in the form attached as Exhibit 3. E-
5 mail notice will be provided to Class Members for whom Facebook’s Vendors have an e-mail address.
6 Postcard notice will be provided to Class Members for whom Facebook’s Vendors do not have an e-mail
7 address; for those Class Members, postcards will be sent to the last known mailing address reflected in
8 the Vendors’ systems as updated through the National Change of Address (“NCOA”) database. The e-
9 mail and postcard notices will provide a link to, or the website address of, the Settlement Website and
10 will provide a telephone number that Class Members can call for information about the Settlement.

11 ***Settlement Website.*** The Settlement Administrator will publish a traditional “long form” notice
12 substantially in the form attached hereto as Exhibit 2 through the creation of a Settlement Website,
13 which will be maintained by the Settlement Administrator in the period beginning three (3) business
14 days before Notice is first disseminated and ending thirty (30) days after the later of (a) the expiration
15 date of any checks for Residual Distributions; and (b) the expiration date of any checks for Other
16 Damages Payments or, if no such checks are mailed, 120 days after any electronic transfers of Other
17 Damages Payments. The Settlement Website will (a) notify Class Members of their rights to object to
18 this Agreement or to opt out of the Settlement Class; (b) notify Class Members that no further notice
19 will be provided to them that the Settlement has been approved; (c) inform Class Members that they
20 should monitor the Settlement Website for further developments; (d) inform Class Members of their
21 right to attend the Fairness Hearing conducted by the Court; (e) include any required notice of any
22 motion(s) made by Class Counsel for any Attorneys’ Fees Award and/or any Class Representative
23 Service Award; (f) include a copy of the Settlement Agreement, the Class Notice, and any other
24 information or materials required by a Class Member to object to the Settlement Agreement or to opt
25 out of the Settlement Class; (g) include copies of the material documents that are filed with the Court in

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fund,” and “[t]he settlement Web site included the “‘Plan of Allocation,’” detailing how payments
would be made to class members”).

1 connection with the Settlement; and (h) include any other information or materials that may be required
2 by the Court.

3 **Phone Line.** The Settlement Administrator will establish a phone line that Class Members can
4 call for answers to questions about the Settlement. The telephone line will be maintained by the
5 Settlement Administrator in the period beginning three (3) business days before Notice is first
6 disseminated until one year after the Effective Date of the Settlement.

7 **Settlement Administrator.** Class Counsel request that Epiq Class Action & Claims Solutions,
8 Inc. (“Epiq”) be appointed as the Settlement Administrator to administer the Settlement, *i.e.*, providing
9 notice to the Class and administering the Initial Payment, the Medical Treatment Payments, the
10 Residual Distributions (if any), and the distribution (if any) to the *cy près* recipient. Epiq is an
11 experienced and well-regarded settlement administrator who has administered numerous settlements
12 involving complex and sensitive claims.

13 The proposed form of notice adequately explains the settlement terms and options available to
14 class members.

15 **V. THE PROPOSED BELAIRE NOTICE PROTECTS THE PRIVACY INTEREST OF**
16 **SETTLEMENT CLASS MEMBERS**

17 Plaintiffs, on behalf of themselves and the proposed Settlement Class, request that the Court
18 grant the [Proposed] Order Regarding *Belaire* Notice to Proposed Settlement Class Members, which
19 creates a procedure to disseminate the [Proposed] *Belaire* Notice to Settlement Class Members. The
20 [Proposed] *Belaire* Notice gives Class Members the option of objecting to the disclosure of their names
21 and contact information to Class Counsel and Defense Counsel, thereby protecting Class Members’
22 right to privacy. *See Belaire-West Landscape, Inc. v. Superior Court* (2007) 149 Cal. App. 4th 554, 556.
23 This notice and opportunity to object shall be disseminated in connection with the notice of the
24 Settlement itself and may be incorporated into the form(s) of notice approved for distribution by the
25 Court in its Preliminary Approval Order.
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1 **VI. THE PROPOSED FEE AND EXPENSE AWARD IS FAIR AND REASONABLE**

2 **A. Class representatives' proposed service awards.**

3 The settlement agreement provides for a class representative service awards to Plaintiffs, subject
4 to the Court's approval, in recognition of their efforts and work in prosecuting the class action. If
5 preliminary approval is granted, Plaintiffs will submit declarations explaining the time and input
6 Plaintiffs contributed to the case as well as the risks they faced in doing so.

7 **B. Class Counsel's request for fees and expenses.**

8 Class Counsel has thoroughly investigated and litigated this action and will file a motion for
9 expenses and attorneys' fees to be approved by the Court. Class Counsel will seek no more than \$17
10 million in fees and expenses; this is equivalent to 32.7% of the recovery for the Class. This amount is
11 reasonable in light of the experience of Class Counsel, the contingent risk they undertook, the novelty of
12 the claims pursued (and the attendant uncertainty of success), and the overwhelmingly positive results
13 obtained for the Class Members, including medical screening and treatment, monetary relief, and
14 injunctive relief.

15 **VII. SETTING A SCHEDULE FOR FINAL APPROVAL IS APPROPRIATE**

16 Upon granting preliminary approval to a class settlement, a court's order must include the time,
17 date, and place of the final approval hearing and any other matters deemed necessary for the proper
18 conduct of a settlement hearing. C.R.C. 3.769(e). The parties respectfully propose the following
19 schedule for the final approval hearing:
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Event	Proposed Deadline
Notice campaign to begin, including website, mailing and digital notice	(30 days from date of entry of preliminary approval)
Last day to file motion for attorneys' fees, costs, reimbursement of expenses, and service awards	(14 days before the objection deadline)
Last day for Class members to object to and/or request exclusion from the Class	(30 days from Notice)
Last day for Plaintiffs to file motion in support of final approval of the Settlement and to respond to objections	(14 days after objection deadline)
Fairness hearing	_____, at _____ a.m.

VIII. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant the instant motion in its entirety and preliminarily approve the Settlement Agreement.

Dated: May 8, 2020

Respectfully Submitted,

Steven N. Williams

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 Steven N. Williams (SBN 175489)
 Gwendolyn Giblin (SBN 181973)
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15 *Attorneys for Plaintiffs and the Proposed Class*
16 Additional counsel on signature page

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO

29 **SELENA SCOLA, ERIN ELDER, and**
30 **GABRIEL RAMOS, APRIL HUTCHINS,**
31 **ALLISON TREBACZ, JESSICA**
32 **SWARNER, and GREGORY SHULMAN,**
33 individually and on behalf of all others similarly
34 situated,

35 *Plaintiffs,*

36 v.

37 **FACEBOOK, INC.,**

38 *Defendant.*

Civil Action No. 18CIV05135

**DECLARATION OF STEVEN N. WILLIAMS
IN SUPPORT OF PLAINTIFFS' MOTION
FOR (1) PRELIMINARY APPROVAL OF
SETTLEMENT; (2) PROVISIONAL
CERTIFICATION OF SETTLEMENT
CLASS; (3) APPOINTMENT OF CLASS
COUNSEL; (4) APPROVAL OF NOTICE
PLAN; (5) APPROVAL OF SETTLEMENT
ADMINISTRATOR; and (6) APPROVAL OF
BELAIRE NOTICE**

Assigned for All Purposes to
Hon. V. Raymond Swope, Dept. 23

Trial Date: None Set
Complaint Filed: September 21, 2018

1 I, Steven N. Williams, declare and state as follows:

2 1. I am an attorney licensed to practice in the State of California, and a partner in the
3 Joseph Saveri Law Firm, Inc. (“JSLF”). I am counsel for the Plaintiffs in this action. I have personal
4 knowledge of the facts set forth herein and, if called as a witness, could and would testify competently to
5 them.

6 2. I make this declaration in support of Plaintiffs’ Motion for (1) Preliminary Approval of
7 Settlement; (2) Provisional Certification of Settlement Class; (3) Appointment of Class Counsel; (4)
8 Approval of Notice Plan; (5) Approval of Settlement Administrator; and (6) Approval of *Belaire* Notice.

9 3. I have over twenty-five years’ experience representing plaintiffs in class actions and other
10 complex litigation in this Court and other state and federal courts throughout the country. I have been
11 lead counsel in some of the largest class actions in history, and I have helped recover more than \$2
12 billion on behalf of clients and class members. I have also won injunctive relief on behalf of classes in
13 state and federal courts. I have been recognized by my peers for my pioneering work in class actions and
14 for my pro bono work.

15 4. This case arises from Plaintiffs’ allegations that Defendant Facebook, Inc. (“Facebook”)
16 and its vendors failed to provide adequate workplace safeguards and care for Plaintiffs and other content
17 moderators. These people review graphic images of extreme violence and sexual abuse on behalf of
18 Facebook. This work is necessary to make Facebook safe for Facebook’s customers and clients.
19 Repeated exposure to such disturbing materials can lead to posttraumatic stress disorder (PTSD) and
20 other trauma-induced disorders. Plaintiffs allege that Facebook and its vendors failed to provide
21 adequate protections and support for the content moderators, resulting in harm to Plaintiffs. Plaintiffs
22 viewed these disturbing images for long hours under intense pressure in order to protect Facebook’s
23 users from the ill effects of exposure to these disturbing images. But Plaintiffs and the other content
24 moderators in the proposed class were not provided the requisite level of care necessary to protect them
25 from being harmed by the content they were viewing.

26 5. Beginning in early 2018 JSLF and co-counsel Burns Charest LLP (together with JSLF,
27 “Plaintiffs’ Counsel”) conducted extensive pre-filing investigation of the conditions Plaintiffs worked
28

1 under, the inadequate protections that Facebook and its vendors allegedly provided, and the potential
2 legal claims. We filed the complaint on behalf of Plaintiff Selena Scola on September 20, 2018.

3 6. Working together with co-counsel Burns Charest, I and my firm engaged in extensive
4 discovery. We drafted interrogatories and requests for production, then fought aggressively to make sure
5 that Facebook complied fully with those discovery requests. As a result, Plaintiffs received and reviewed
6 approximately 55,000 documents produced by Facebook. We drafted responses and objections to
7 Facebook's interrogatories, and we gathered, reviewed, and produced Plaintiffs' responsive documents.
8 JSLF deposed Facebook Vice President of Operations Ellen Silver. Plaintiffs Erin Elder and Gabriel
9 Ramos were deposed. I spent two sessions at Facebook's counsel's office in Palo Alto, with Facebook
10 staff participating by videoconference, to come to a proper understanding of Facebook's data
11 management system and how it bears on the issues at stake in this litigation.

12 7. Based upon all of this work, this case was poised for potentially determinative discovery
13 and substantive rulings on important issues including discovery of the custodial files of Facebook
14 executives Mark Zuckerberg and Sheryl Sandberg and footage from Facebook's security cameras, as
15 well as Facebook's Motion for Judgment on the Pleadings. It was only at this time that the parties
16 paused the case to discuss settlement.

17 8. Beginning on October 30, 2019, the parties engaged in three all-day mediation sessions
18 overseen by the Honorable Rebecca Westerfield (Ret.). Judge Westerbrook is an esteemed mediator who
19 has achieved settlements in over 3,000 mediations. Judge Westerbrook worked closely with the parties
20 as we hammered out the contours of a potential settlement. Plaintiffs' counsel put together several
21 detailed proposals based on the work of Plaintiffs' experts Sonya Norman, Ph.D. and Patricia Watson,
22 Ph.D. that provided a starting point and a framework for negotiations. Each proposal was strongly
23 contested, but through persistent and tenacious effort we moved closer to a settlement.

24 9. On February 7, 2020, at the end of the third full day of mediation, the parties reached an
25 agreement in principle on the terms of a settlement. In the ensuing weeks, the parties engaged in hard-
26 fought arms-length negotiations culminating in the Settlement Agreement and Plan of Allocation.

27 10. The parties are very proud of the settlement that they have reached. The result is
28 groundbreaking and unprecedented. Under the terms of the Settlement Agreement, Facebook will

1 provide a cash payment of \$52 million that will enable Plaintiffs and the proposed class to obtain
2 payments for medical screenings, treatment for PTSD and other covered diagnoses, and compensation
3 for damages suffered by Plaintiffs and the proposed class. Specifically, all members of the class will
4 receive a payment of \$1,000, which class members may use to obtain a screening and diagnosis. In
5 exchange for this payment class members will release all class claims arising from the allegations in the
6 complaint. Plaintiffs who receive a covered diagnosis will receive an additional payment to cover the
7 cost of treatment. The amount of the payment increases with the severity of the diagnosis. Class
8 members who receive a covered diagnosis can also obtain an additional payment for other damages, in
9 exchange for a full release of all claims arising from the allegations in the complaint. If there is money
10 remaining in the settlement fund, it will be distributed pro rata to all class members in exchange for a full
11 release of all claims arising from the allegations in the complaint. Class members will have the option of
12 declining the pro rata payment, thereby retaining the right seek further damages on an individual basis
13 through arbitration.

14 11. Facebook will also be required to institute (and to require its vendors to institute)
15 workplace safeguards and support measures providing content moderators with tools and support to
16 shield them from the harmful effects of the work. Specifically, Facebook and its vendors will be required
17 to do the following:

- 18 • Retain clinicians who are licensed, certified, and experienced in the area of mental health
19 counseling in a number sufficient to ensure coverage during all shift hours for Content
20 Moderator review projects involving exposure to graphic and objectionable content,
21 Settlement Agreement § 5.1.1(i);
- 22 • Conduct resiliency pre-screening and assessments as part of Content Moderators' hiring
23 recruitment and hiring processes, *id.* § 5.1.1(ii);
- 24 • Make individual one-on-one coaching sessions available to Content Moderators within
25 the first month of onboarding and throughout employment and prioritize scheduling
26 those sessions within one week or less, *id.* § 5.1.1(iii).
- 27 • Make group wellness sessions available to Content Moderators on a monthly basis, *id.* §
28 5.1.1(iv);

- 1 • Make available weekly one-on-one coaching or wellness sessions for Content Moderators
- 2 on projects involving exposure to graphic and objectionable content, each session lasting
- 3 a minimum of thirty minutes, *id.* § 5.1.1(v);
- 4 • Ensure that Content Moderators on projects involving exposure to graphic and
- 5 objectionable content who request to speak with a clinician on an expedited basis can do
- 6 so within the next working day, *id.*;
- 7 • Provide Content Moderators with clear guidelines for how and when they may remove
- 8 themselves from a specific type of content, *id.* § 5.1.1(vi); and
- 9 • Provide information regarding these psychological support resources to Content
- 10 Moderators during onboarding and during ongoing resiliency training, *id.* § 5.1.1;
- 11 • Provide access to Facebook’s anonymous whistleblower hotline for reporting any vendor
- 12 violations of these business practice enhancements to Content Moderators during
- 13 onboarding and during ongoing resiliency training, *id.* § 5.1.3.

14 12. These improvements will provide content moderators with a safer work environment,

15 better resilience training and support, and sufficient mental health resources to treat nascent mental

16 health issues as they arise. They also give the content moderators a degree of control over how they

17 perform their work, which will increase their sense of agency, a crucial component in building the

18 resilience necessary to cope with the stress of this demanding work.

19 13. The vast majority of the treatment and safeguard elements contained in the Settlement

20 Agreement are in line with the recommendations of Plaintiffs’ experts, Dr. Sonya Norman and Dr.

21 Patricia Watson, whose guidance provided the structure and substance of Plaintiffs’ negotiating position

22 and informed what the settlement agreement would eventually look like.

23 14. The Settlement Agreement provides Plaintiffs and the proposed class with a robust, fair,

24 and just settlement that ensures Plaintiffs and the members of the proposed class will receive a remedy

25 for the harms they suffered. The Settlement Agreement also ensures that going forward content

26 moderators will work in a safer environment and have access to the treatment and support necessary to

27 ensure their well-being.

28 15. Attached hereto as Exhibit 1 is a true and correct copy of the Settlement Agreement.

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16. Attached hereto as Exhibit 2 is a true and correct copy of the proposed Long-Form Notice to be served on the members of the proposed class.

17. Attached hereto as Exhibit 3 is a true and correct copy of the proposed Short-Form Notice to be served on the members of the proposed class.

18. Attached hereto as Exhibit 4 is a true and correct copy of the proposed Claim Form to be served on the members of the proposed class.

I declare under penalty of perjury and the laws of the United States that the foregoing is true and correct and this Declaration is executed in San Francisco, California, on May 8, 2020.

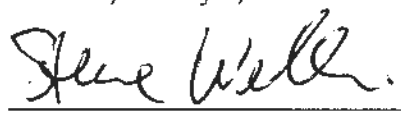
By: 
Steven N. Williams

Exhibit 1

SETTLEMENT AGREEMENT AND RELEASE

This Agreement is entered into by and among the individuals defined below as “Plaintiffs” and the entity defined below as “Defendant” (collectively, the “Parties”).

This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Plaintiff Claims and Released Class Claims (as those terms are defined below), upon and subject to the terms and conditions of this Agreement and subject to preliminary and final approval of the Court.

WHEREAS, on September 21, 2018, Selena Scola filed a complaint against Facebook, Inc. (“Facebook”) and PRO Unlimited, Inc. (“PRO”) in the Superior Court of the State of California, County of San Mateo, captioned *Selena Scola v. Facebook, Inc. and PRO Unlimited, Inc.*, asserting claims relating to content she viewed while performing content moderation services for Facebook as an employee of PRO;

WHEREAS, on March 1, 2019, Erin Elder and Gabriel Ramos joined the lawsuit as additional plaintiffs in an amended complaint asserting substantially similar claims against Facebook only;

WHEREAS, on May 17, 2019, Facebook filed a motion for judgment on the pleadings, seeking dismissal of Plaintiffs’ class claims and three of their four causes of action;

WHEREAS, on August 13, 2019, the Parties jointly sought a stay of the action, including a request that no rulings be issued on Facebook’s motion for judgment on the pleadings or the Parties’ other pending motions, pending the outcome of settlement discussions and mediation;

WHEREAS this Agreement is the result of arm’s-length settlement discussions and negotiations that took place over the course of several months and included three private mediation

sessions before the Honorable Judge Rebecca J. Westerfield (Ret.) of JAMS on October 30, 2019, December 9, 2019, and February 7, 2020;

WHEREAS the Court has stayed all proceedings through April 30, 2020, and the parties have stipulated to a further stay of proceedings through May 8, 2020, pending mediation and further settlement discussions;

WHEREAS, since April 2019, the Parties have engaged in extensive discovery involving the production of over five hundred thousand pages of documents, the exchange of extensive written discovery, multiple days of meet-and-confer about the parties' data, policies, and processes and multiple fact depositions;

WHEREAS, at all times, Defendant has denied and continues to deny (a) that it has liability for the claims and allegations of wrongdoing made in the Action by Plaintiffs or members of the Settlement Class, as defined herein; (b) all charges of fault, liability, and wrongdoing against it arising out of any of the conduct, actions, or omissions alleged or that could have been alleged in the Action; (c) that Plaintiffs or members of the Settlement Class have asserted any valid claims against Defendant; (d) that Plaintiffs or members of the Settlement Class were harmed by any conduct of Defendant alleged in the Action or otherwise; and (e) that the Action was, or properly could be, certified as a class action for any purpose other than settlement purposes in accordance with this Agreement;

WHEREAS, Defendant, without any admission or concession whatsoever and despite believing (a) that the Action cannot properly be certified as a class action for any purpose other than settlement purposes in accordance with this Agreement; (b) that it is not liable for the claims asserted against it in the Action; and (c) that it has good and meritorious defenses thereto, has

nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation and thereby to put to rest this controversy and avoid the risks inherent in complex litigation; and

WHEREAS Class Counsel have considered the arm's-length settlement negotiations conducted by the Parties and, based on their investigation of the facts, review of applicable law, and analysis of the benefits that this Agreement affords to Plaintiffs and Class Members, have concluded that (a) the terms and conditions of this Agreement are fair, reasonable, and adequate to Plaintiffs and Class Members; and (b) it is in the best interests of Plaintiffs and Class Members to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement in order to avoid the uncertainties of litigation and to ensure that the benefits reflected herein are obtained for Plaintiffs and Class Members;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs and Defendant, through their undersigned counsel, that, subject to final approval of the Court and in consideration of the benefits flowing to the Parties from this Agreement set forth herein, the Released Claims shall be finally and fully compromised, settled, and released and that the Action as against Defendant shall be dismissed with prejudice, upon and subject to the terms and conditions set forth below.

1. DEFINITIONS

1.1. "Action" means the civil action captioned *Selena Scola v. Facebook, Inc.*, Case No. 18-CIV-05135, pending in the Superior Court of the State of California, County of San Mateo.

1.2. "Aggregate Action" means any litigation proceeding in which five or more separate individuals propose to prosecute their claims together in the context of the same legal proceeding.

1.3. "Agreement" means this Agreement.

- 1.4. “Alternative Judgment” has the meaning set forth in Section 12.1.
- 1.5. “Arbitrable Claims” has the meaning set forth in Section 6.5.
- 1.6. “Arbitration Provision” has the meaning set forth in Section 6.6.
- 1.7. “Attorneys’ Fees Award” means the attorneys’ fees, reimbursement of expenses, and any and all other costs awarded by the Court to Class Counsel out of the Settlement Fund.
- 1.8. “Claim” or “Claims” means any and all manner of allegations of wrongdoing, actions, causes of action, claims, counterclaims, damages whenever and however incurred (whether actual, punitive, treble, compensatory, or otherwise), demands (including, without limitation, demands for arbitration), judgments, liabilities of any kind (including costs, fees, penalties, or losses of any kind or nature), and suits, whether direct, indirect, or otherwise in nature, known or unknown, suspected or unsuspected, accrued or unaccrued, asserted or unasserted, whether in law, in equity, or otherwise.
- 1.9. “Claim Form” means the document a Class Member may use to claim a Medical Treatment Payment and an Other Damages Payment, as further described in Appendix A.
- 1.10. “Claim Form Deadline” has the meaning set forth in Appendix A.
- 1.11. “Class Counsel” means the law firms listed on the signature page of this Agreement as representing Plaintiffs.
- 1.12. “Class Member” means an individual who is a member of the Settlement Class and is not an Excluded Person under Section 2.2.
- 1.13. “Class Release” has the meaning set forth in Section 6.3.

1.14. “Class Representatives” means Selena Scola, Erin Elder, Gabriel Ramos, April Hutchins, Konica Ritchie, Allison Trebacz, Jessica Swarner, and Gregory Shulman in their capacities as class representatives of the Settlement Class.

1.15. “Class Representative Service Award” means any amount awarded by the Court to Plaintiffs for their time and effort bringing the Action and serving as Class Representatives.

1.16. “Clinicians” has the meaning set forth in Section 5.1.1(i).

1.17. “Comorbid Diagnosis” has the meaning set forth in Appendix A.

1.18. “Complaint” means the Class Action Complaint filed on September 21, 2018, the Amended Class Action Complaint filed on March 1, 2019, and the Second Amended Class Action Complaint filed on April 9, 2020 in the Action.¹

1.19. “Content Moderator” means any individual who works in a group that reviews user-generated content posted to Facebook platforms to determine whether, or to train Artificial Intelligence to determine whether, such material violates Facebook’s Community Standards.

1.20. “Court” means the Superior Court of California, County of San Mateo, the Honorable V. Raymond Swope or any judge who shall succeed him in the Action, presiding.

1.21. “Covered Conduct” means any act, omission, fact, or matter occurring or existing on or prior to the Final Approval Order and Final Judgment and that arises in whole or in part out of or relates in any way to (a) the allegations involved, set forth, or referred to in the Complaint,

¹ On April 9, 2020—two weeks after the Superior Court of California, San Mateo County closed due to the COVID-19 crises—Plaintiffs e-filed the Second Amended Complaint (“SAC”), attaching a joint Stipulation and [Proposed] Order Granting Plaintiffs Leave to File the Second Amended Complaint (“Joint Stipulation”) pursuant to California Code of Civil Procedure § 472. The SAC adds April Hutchins, Konica Ritchie, Allison Trebacz, Jessica Swarner, and Gregory Shulman as plaintiffs and expands the Class to include content moderators in Arizona, Texas, and Florida. Plaintiffs also filed the SAC and Joint Stipulation with the Clerk’s Office on April 16, 2020.

including without limitation allegations of bodily injury; and/or (b) claims asserted or that could have been asserted in the Action against Defendant.

1.22. “Cy Pres Recipient” means the entity approved by the Court to receive any funds remaining in the Settlement Fund after all other distributions under this Agreement, as set forth in Appendix A.

1.23. “Defendant” means Facebook, Inc.

1.24. “Defense Counsel” means Covington & Burling LLP.

1.25. “Effective Date” means the first date after the Final Approval Order and Final Judgment have been entered and either (a) the time to appeal the Final Approval Order and Final Judgment has expired with no appeal having been filed; or (b) the Final Approval Order and Final Judgment is affirmed on appeal by a reviewing court and is no longer reviewable by any court.

1.26. “Excluded Person” has the meaning set forth in Section 2.2.

1.27. “Execution Date” means the date this Agreement has been signed by all signatories hereto.

1.28. “Facebook Vendor” means a vendor or subcontractor with whom Facebook has contracted to provide Content Moderator services and who (a) directly employed an individual as a Content Moderator; or (b) subcontracted with an individual to provide services as a Content Moderator.

1.29. “Fairness Hearing” means the hearing at or after which the Court determines whether to finally approve this Agreement as fair, reasonable, and adequate.

1.30. “Final Approval Order” means the order entered by the Court finally approving this Agreement as fair, reasonable, and adequate, following Preliminary Approval, Notice, and the Fairness Hearing, as further described in Section 10.

1.31. “Final Judgment” means the Final Order of judgment entered by the Court dismissing the Action with prejudice as to Defendant.

1.32. “Final Order” means, with respect to any order of a court (including a judgment), that such order represents a final and binding determination of all issues within its scope and is not subject to further review on appeal or otherwise. An order becomes a “Final Order” when (a) no appeal has been filed and the prescribed time for commencing, filing, or noticing any appeal has expired; or (b) an appeal has been filed and either (i) the appeal has been dismissed and any prescribed time for commencing, filing, or noticing any further appeal has expired, or (ii) the order has been affirmed in its entirety and any prescribed time for commencing, filing, or noticing any further appeal has expired. For purposes of this definition, an “appeal” includes appeals as of right, discretionary appeals, interlocutory appeals, proceedings involving writs of certiorari or mandamus and any other proceedings of like kind, together with all proceedings ordered on remand and all proceedings arising out of any subsequent appeal or appeals following decisions on remand.

1.33. “Fully Releasing Class Member Party” has the meaning set forth in Section 6.7.

1.34. “Initial Payment” has the meaning set forth in Appendix A.

1.35. “Licensed Medical Provider” means an individual who is licensed by a U.S. state or territory to provide health care services and who is qualified to diagnose patients with a Qualifying Diagnosis (and a Comorbid Diagnosis, if applicable).

- 1.36. “Medical Treatment Payment” has the meaning set forth in Appendix A.
- 1.37. “Medical Treatment Payment Tier” has the meaning set forth in Appendix A.
- 1.38. “Motion for Preliminary Approval” means the motion described in Section 10.1.
- 1.39. “Non-Monetary Consideration” has the meaning set forth in Section 5.1.
- 1.40. “Notice” means the notice disseminated pursuant to the Notice Plan.
- 1.41. “Notice Plan” means the plan for providing notice of this Settlement to the Settlement Class.
- 1.42. “Objection/Exclusion Deadline” means the date to be designated by the Court by which a written objection to this Agreement or a submitted request for exclusion must be filed or postmarked.
- 1.43. “Other Damages Claims” has the meaning set forth in Section 6.8.
- 1.44. “Other Damages Payment” has the meaning set forth in Section 6.7.
- 1.45. “Other Damages Release” has the meaning set forth in Section 6.7.
- 1.46. “Person” means any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns.
- 1.47. “Plaintiffs” means Selena Scola, Erin Elder, Gabriel Ramos, April Hutchins, Konica Ritchie, Allison Trebacz, Jessica Swarner, and Gregory Shulman.
- 1.48. “Plaintiffs’ Release” has the meaning set forth in Section 6.1.

1.49. “Preliminary Approval” and “Preliminary Approval Order” mean the order issued by the Court provisionally (a) granting preliminary approval of this Agreement; (b) certifying the Settlement Class for settlement purposes; (c) appointing Class Representatives and Class Counsel; (d) approving the Notice Plan and appointing a Settlement Administrator; (e) establishing deadlines for the filing of objections to or exclusions from the proposed settlement contemplated by this Agreement; and (f) scheduling the Final Approval Hearing.

1.50. “Qualifying Diagnosis” means a diagnosis that qualifies a Class Member for a Medical Treatment Payment, as set forth in Appendix A.

1.51. “Released Claims” means the Released Plaintiff Claims, the Released Class Claims, and the Released Other Damages Claims.

1.52. “Released Class Claims” has the meaning set forth in Section 6.4.

1.53. “Released Defendant Parties” means Defendant and Defendant’s past and present parents, subsidiaries, divisions, affiliates, officers, directors, insurers, employees, agents, attorneys, and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, purchasers, and assigns of each of the foregoing); provided, however, that Released Defendant Parties does not include any U.S. Facebook Vendor.

1.54. “Released Plaintiff Claims” has the meaning set forth in Section 6.2.

1.55. “Released Other Damages Claims” has the meaning set forth in Section 6.8.

1.56. “Releases” means Plaintiffs’ Release, the Class Release, and the Other Damages Release.

1.57. “Releasing Class Member Parties” means each Class Member and anyone claiming by, for, or through a Class Member, including any present, former, and future spouses, heirs,

executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns of a Class Member.

1.58. “Releasing Plaintiff Parties” means each Plaintiff and anyone claiming by, for, or through a Plaintiff, including any present, former, and future spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns of a Plaintiff.

1.59. “Request for Exclusion” has the meaning set forth in Section 8.1.

1.60. “Settlement” means (a) the Release of the Released Claims by the Releasing Plaintiff Parties and Releasing Class Member Parties, as provided in Section 6; and (b) the dismissal of the Action with prejudice as to Defendant as contemplated by this Agreement.

1.61. “Settlement Administrator” means a third-party class action settlement administrator(s) to be proposed by Plaintiffs and approved by the Court.

1.62. “Settlement Amount” means the sum total of fifty-two million U.S. dollars (\$52,000,000.00) that Facebook will pay in connection with this Agreement, deposited into the Settlement Fund.

1.63. “Settlement Class” has the meaning set forth in Section 2.1.

1.64. “Settlement Fund” means the common fund into which Facebook shall deposit the Settlement Amount for payment of (a) costs payable to the Settlement Administrator; (b) distributions to Plaintiffs and Class Members; (c) any Attorneys’ Fees Award; (d) any Class Representative Service Awards; and (e) any distribution to the Cy Pres Recipient. The Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning

of § 468B of the Internal Revenue Code and the Treasury regulations thereunder and agree not to take any position for tax purposes inconsistent therewith.

1.65. “Well-Being Preferences” has the meaning set forth in Section 5.1.5.

2. SETTLEMENT CLASS

2.1. Definition of the Settlement Class. The Settlement Class shall be defined, for purposes of this Settlement only, as all Content Moderators who performed work for Facebook in California, Arizona, Texas, or Florida as an employee or subcontractor of one or more of the Facebook Vendors from September 15, 2015 to the date of Preliminary Approval.

2.2. Excluded Persons. The following Persons (each, an “Excluded Person”) shall be excluded from the Settlement Class and shall not be Class Members: (a) the Settlement Administrator; (b) employees, officers, and directors of Facebook as of the date of filing of the Action, provided that such a person who performed Content Moderator work for Facebook in California, Arizona, Texas, or Florida as an employee or subcontractor of one or more of the Facebook Vendors at any time between September 15, 2015 to the date of Preliminary Approval is not excluded; (c) any judge presiding over the Action and his or her immediate family members; and (d) Persons who properly and timely opt out of the Settlement Class by submitting a Request for Exclusion in accordance with Section 8.1.

2.3. Stipulation to Certification of the Settlement Class. The Parties hereby stipulate, solely for settlement purposes and in consideration of the Settlement set forth herein, to (a) certification of the Settlement Class; (b) appointment of Class Counsel as counsel for the Settlement Class; and (c) conditional approval of the Class Representatives as suitable representatives of the Settlement Class. However, if (i) the motion for Preliminary Approval is denied in whole or in part; (ii) the Final Judgment does not become a Final Order for any reason;

(iii) this Agreement or the Settlement is terminated as provided herein; or (iv) the Final Approval Order is reversed or vacated following any appeal taken therefrom, then the stipulations in Section 2.3(a) through (c) shall automatically become null and void ab initio and may not be cited or referred to for any other purpose in the Action. It is expressly understood and agreed by the Parties that the stipulations in Section 2.3(a) through (c) above shall be binding only with respect to the Settlement and this Agreement, and Defendant expressly denies that the Action met or meets the requisites for class certification under California law for any purpose other than this Settlement.

3. SETTLEMENT FUND

3.1. Settlement Payment. In consideration of the full and complete Releases, the dismissal of the Action with prejudice, and the other consideration specified herein, Defendant agrees to place the Settlement Amount of fifty-two million U.S. dollars (\$52,000,000.00) into the Settlement Fund in the following amounts at the following times: (a) \$150,000 within fifteen (15) days after the later of (i) the date of Preliminary Approval and (ii) the date Defendant receives wire instructions and a Form W-9 for the payment; and (b) the remainder within fifteen (15) days after the Effective Date. The Settlement Fund will be placed into an interest-bearing escrow account (the “Account”), and the Settlement Administrator shall be the administrator of the Settlement Fund and Account and responsible for causing the filing of all tax returns required to be filed by or with respect to the account, including by any escrow agent.

3.2. No Additional Payment by Defendant. The Settlement Amount shall constitute the full monetary consideration provided by Defendant for the Settlement and shall be the limit and full extent of Defendant’s monetary obligation under the Agreement to Plaintiffs, Class Members, Class Counsel, and the Settlement Administrator(s). Defendant does not and shall not have any other financial obligation under this Agreement. No portion of the Settlement Fund will

revert to Defendant unless the Settlement is terminated pursuant to Section 13, is not finally approved, or does not become effective for any reason.

4. DISTRIBUTION OF SETTLEMENT FUND

4.1. Distribution Parameters. The distribution of the Settlement Fund is described in Appendix A. Class Counsel will seek approval of a plan of distribution as reflected in APPENDIX A: DISTRIBUTION PLAN attached hereto and incorporated by reference.

5. NON-MONETARY CONSIDERATION

5.1. Non-Monetary Consideration. In further consideration of the full and complete Class Release and Plaintiffs' Release, the dismissal of the Action with prejudice, and other consideration specified herein, Defendant agrees to implement the following business practice enhancements no later than sixty (60) days after the Effective Date (the "Non-Monetary Consideration"):

5.1.1. Facebook shall require all U.S. Facebook Vendors to implement the following interventions to promote the wellness of Content Moderators:

(i) Each U.S. Facebook Vendor will retain clinicians ("Clinicians") who are licensed, certified, experienced in the area of mental health counseling, and familiar with symptoms of and Diagnostic and Statistical Manual of Mental Disorders (DSM-5) Criteria for Post-Traumatic Stress Disorder ("PTSD"). For Community Operations ("CO") and Product Data Operations ("PDO") review projects determined by Facebook to involve regular exposure to graphic and objectionable content, U.S. Facebook Vendors must provide sufficient Clinicians in order to allow for coverage during all shift hours. In the event that CO or PDO are re-named or re-structured, the terms CO and PDO as used in this agreement shall include the successor

department(s) within Facebook that take over the review projects encompassed within the Settlement Agreement.

(ii) Each U.S. Facebook Vendor will conduct resiliency pre-screening and assessments as part of their recruitment and hiring processes.

(iii) Each U.S. Facebook Vendor will make individual one-on-one coaching sessions with a Clinician available to Content Moderators within the first month of onboarding and throughout employment and will prioritize the scheduling of these sessions within one week or less.

(iv) Each U.S. Facebook Vendor will make group wellness sessions with a Clinician available to Content Moderators on a monthly basis during onboarding and throughout employment.

(v) For CO and PDO review projects determined by Facebook to involve regular exposure to graphic and objectionable content, each U.S. Facebook Vendor will make one-on-one coaching or wellness sessions with a Clinician available to Content Moderators on a weekly basis, each session lasting a minimum of thirty (30) minutes. Each U.S. Facebook Vendor shall ensure that when a Content Moderator requests to speak with a Clinician on an expedited basis, such coaching is delivered at the next possible slot within the next working day.

(vi) Each U.S. Facebook Vendor will provide clear guidelines for how and when a Content Moderator may remove him or herself from a specific content type. To the extent possible, and as a last resort, each U.S. Facebook Vendor will be required to permit Content Moderators to perform alternative work assignments.

(vii) Each U.S. Facebook Vendor will provide information regarding the psychological support resources described in Section 5 to each Content Moderator during onboarding and during the ongoing resiliency training delivered throughout employment.

(viii) Each U.S. Facebook Vendor will post information regarding the psychological support resources described in Section 5 at every Content Moderator's workstation.

5.1.2. Facebook shall standardize the following basic resiliency requirements across all U.S. Facebook Vendor contracts:

(i) All U.S. Facebook Vendors shall offer monthly group coaching sessions with Clinicians, accommodate requests to transition to other content types, provide early access to support resources, and provide onboarding and ongoing well-being and resiliency training;

(ii) All U.S. Facebook Vendors shall be required to consent to formal audits, unannounced onsite checks, and self-reporting to verify compliance with Facebook's requirements.

5.1.3. All U.S. Content Moderators will have access to Facebook's anonymous whistleblower hotline and will be able to use this hotline to report any violation by Facebook or a U.S. Facebook Vendor of the requirements imposed in Section 5 of this Settlement Agreement. Facebook will require U.S. Facebook Vendors to make the hotline number reasonably available to Content Moderators.

5.1.4. Although Facebook will make reasonable commercial efforts to ensure that each U.S. Facebook Vendor complies with the terms of the contracts requiring the U.S. Facebook Vendor to implement the requirements imposed by Section 5 of this Settlement

Agreement, the parties agree that any action by any U.S. Facebook Vendor that is not under the legal control of Facebook cannot constitute a breach of this Agreement by Facebook. If Plaintiffs, Class Members, or Content Moderators inform Facebook that a U.S. Facebook Vendor is engaging in acts that would constitute a breach of the provisions of the U.S. Facebook Vendor's contract with Facebook that imposes the requirements described in Section 5.1 of this Settlement Agreement, Facebook will make commercially reasonable efforts to have the U.S. Facebook Vendor remedy the breach.

5.1.5. Facebook will continue to roll out a suite of Well-Being Preferences on the Single Review Tool platform allowing U.S. Content Moderators to set the following tooling enhancements to "On" or "Off" by default for images and videos on demand subject to review (which Facebook has already begun to roll out):

- (i) Viewing images in black and white;
- (ii) Blurring images;
- (iii) Blocking faces within images posted to Facebook;
- (iv) Blurring video previews; and
- (v) Auto-muting videos on start.

5.1.6. Facebook will continue to roll out the following tooling enhancements (which Facebook has already begun to roll out):

- (i) The ability to preview videos using thumbnail images when technically feasible;
- (ii) Default settings preventing automatic video playback.

5.1.7. Facebook will make reasonable commercial efforts to ensure that the tooling enhancements identified in Section 5.1.5, which involve significant technical complexity and require substantial technical resources to implement in all of the applicable review workflows, are implemented in eighty (80) percent of the review workflows used by Content Moderators for making decisions on whether user-generated content violates Facebook’s Community Standards relating to graphic violence, murder, sexual abuse and exploitation, child sexual exploitation, and physical abuse by the end of 2020. Facebook also will make reasonable commercial efforts to ensure that the tooling enhancements identified in Section 5.1.5 are implemented in 100 percent of the review workflows used by Content Moderators for making decisions on whether user-generated content violates Facebook’s Community Standards relating to graphic violence, murder, sexual abuse and exploitation, child sexual exploitation, and physical abuse by the end of 2021. This provision does not include “correspondence workflows” through which Facebook communicates with its users regarding routine issues that do not involve exposure to graphic or objectionable content (e.g., lost passwords, user impersonation, compromised accounts). Nothing in this Settlement Agreement shall prevent Facebook from making changes to its tooling designed to promote resiliency to a greater degree.

5.2. No Additional Non-Monetary Consideration. The Non-Monetary Consideration shall constitute the full non-monetary consideration provided by Defendant for the Settlement and shall be the limit and full extent of Defendant’s non-monetary obligation to Plaintiffs, Class Members, Class Counsel, and the Settlement Administrator(s). Defendant does not and shall not have any other non-monetary obligation under this Agreement.

6. RELEASES AND COVENANTS NOT TO SUE

6.1. Plaintiffs' Release and Covenant Not to Sue. On the Effective Date, the Releasing Plaintiff Parties (a) shall be deemed to have and, by operation of law and of the Final Judgment, shall have fully, finally, and forever compromised, released, relinquished, settled, and discharged all Released Plaintiff Claims against each of the Released Defendant Parties; (b) shall have covenanted not to sue any of the Released Defendant Parties with respect to any of the Released Plaintiff Claims; and (c) shall be permanently barred and enjoined from instituting, commencing, or prosecuting any of the Released Plaintiff Claims against any of the Released Defendant Parties. The foregoing releases, covenants, and injunctions (collectively, the "Plaintiffs' Release") incorporate the waivers and other terms in Sections 6.2, 6.10, and 6.11.

6.2. Definition of Released Plaintiff Claims. As used herein, the term "Released Plaintiff Claims" means any and all Claims that the Releasing Plaintiff Parties or any one of them ever had, now has, or hereafter can, shall, or may have, claim, or assert in any capacity against the Released Defendant Parties or any of them with respect to the Covered Conduct.

6.3. Class Release and Covenant Not to Sue. On the Effective Date, the Releasing Class Member Parties, and each of them, (a) shall be deemed to have and, by operation of law and of the Final Judgment, shall have fully, finally, and forever compromised, released, relinquished, settled, and discharged all Released Class Claims against each of the Released Defendant Parties; (b) shall have covenanted not to sue any of the Released Defendant Parties with respect to any of the Released Class Claims; (c) shall be permanently barred and enjoined from instituting, commencing, or prosecuting any of the Released Class Claims against any of the Released Defendant Parties; (d) shall be deemed to have agreed to individual arbitration, using the procedures set forth in the Arbitration Provision, of any and all Arbitrable Claims against the

Released Defendant Parties; and (e) shall be permanently barred and enjoined from instituting, commencing, or prosecuting any Arbitrable Claims against the Released Defendant Parties except in an individual capacity in arbitration to be conducted in accordance with the Arbitration Provision. The foregoing releases, covenants, and injunctions (collectively, the “Class Release”) incorporate the waivers and other terms in Sections 6.4, 6.10, and 6.11.

6.4. Definition of Released Class Claims. As used herein, the term “Released Class Claims” means any and all Claims that the Releasing Class Member Parties or any one of them ever had, now has, or hereafter can, shall, or may have, claim, or assert in any capacity against the Released Defendant Parties or any of them with respect to the Covered Conduct (a) for Other Damages Claims, if and to the extent such claims are brought (i) as a representative or member of any class of claimants in a class action, whether under Rule 23 of the Federal Rules of Civil Procedure or under state laws analogous to Rule 23 of the Federal Rules of Civil Procedure or (ii) through any other form of Aggregate Action; or (b) for injunctive relief, medical monitoring costs, and medical treatment costs.

6.5. Definition of Arbitrable Claims. As used herein, “Arbitrable Claims” means any and all Claims for damages not released under this Agreement, whether under the Class Release or the Other Damages Release, that the Releasing Class Member Parties or any one of them ever had, now has, or hereafter can, shall, or may have, claim, or assert in any capacity against the Released Defendant Parties or any of them with respect to the Covered Conduct.

6.6. Arbitration Provision. To the extent the Releasing Class Member Parties or any one of them have any Arbitrable Claims remaining against the Released Defendant Parties, those claims shall be brought only in accordance with the following procedures (the “Arbitration Provision”).

Any such Arbitrable Claims shall be brought in an individual capacity only, not on a class or Aggregate basis, and shall be arbitrated. The Federal Arbitration Act shall govern the interpretation and enforcement of this Arbitration Provision. All issues shall be for an arbitrator to decide, except that only a court may decide issues relating to the prohibition against class or Aggregate Actions. If any Releasing Class Member Party intends to seek arbitration of a dispute, that party must provide the Released Defendant Party or Parties named in the arbitration with notice in writing. This notice of dispute to the Released Defendant Party or Parties named in the arbitration must be sent to the following address: Facebook Legal Department, Attn: Employment Law, Facebook, Inc., 1601 Willow Rd., Menlo Park, CA 94025. The arbitration shall be governed by the JAMS Streamlined Arbitration Rules & Procedures (“JAMS Rules”) as modified by this Arbitration Provision, provided that the parties to any such arbitration will stipulate that a party may file a dispositive motion in the arbitration. The arbitration shall be administered by JAMS. If JAMS is unavailable, the parties shall agree to another arbitration provider. The arbitrator in a particular individual arbitration shall not be bound by rulings in other arbitrations in which the Releasing Class Member Party at issue is not a party. To the fullest extent permitted by applicable law, any evidentiary submissions made in arbitration shall be maintained as confidential in the absence of good cause for disclosure, and the arbitrator’s award shall be maintained as confidential; provided that the parties will have the option to opt out of these confidentiality provisions. The Defendant Released Party or Parties named in the arbitration shall pay for any filing, administrative, and arbitrator fees, unless the claim for Other Damages is determined by the arbitrator to be frivolous (as measured by the standards set forth in Federal Rule of Civil Procedure

11(b)), in which case the Releasing Class Member Party shall be responsible for the Class Member's own filing, administrative, and arbitrator fees.

6.7. Other Damages Release and Covenant Not To Sue. Without limiting the foregoing in Sections 6.1 and 6.3, on the date that any Releasing Class Member Party accepts a payment other than for medical monitoring costs or medical treatment costs (an "Other Damages Payment"), thereby becoming a Fully Releasing Class Member Party, that individual (a) shall be deemed to have and, by operation of law and of the Final Judgment, shall have fully, finally, and forever compromised, released, relinquished, settled, and discharged all Released Other Damages Claims against each of the Released Defendant Parties; (b) shall have covenanted not to sue any of the Released Defendant Parties with respect to any of the Released Other Damages Claims; and (c) shall be permanently barred and enjoined from instituting, commencing, or prosecuting any of the Released Other Damages Claims against any of the Released Defendant Parties. The foregoing releases, covenants, and injunctions (collectively, the "Other Damages Release") incorporate the waivers and other terms in Sections 6.8, 6.10, and 6.11. A Releasing Class Member Party accepts an Other Damages Payment by cashing a check containing the Other Damages Payment or by retaining the electronic transfer of an Other Damages Payment.

6.8. Definition of Released Other Damages Claims. As used herein, the term "Released Other Damages Claims" and the term "Other Damages Claims" mean any and all Claims that the Releasing Class Member Parties or any one of them ever had, now has, or hereafter can, shall, or may have, claim, or assert in any capacity against the Released Defendant Parties or any of them with respect to the Covered Conduct.

6.9. Reservation of Rights. Nothing in this Section shall be construed to preclude a Class Member from exercising her rights under Section 5.1.3.

6.10. Section 1542 Waiver. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Releasing Plaintiff Parties shall expressly and each of the Releasing Class Member Parties shall be deemed to have and, by the operation of the Final Judgment, shall have to the fullest extent allowed by law waived the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6.11. Other Unknown Claims. Upon the Effective Date, the Releasing Plaintiff Parties and Releasing Class Member Parties, and each of them, also shall be deemed to have and shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, by principle of common law, or by the law of any jurisdiction outside of the United States that is similar, comparable, or equivalent to Section 1542 of the California Civil Code.

6.12. Mistake of Fact. Plaintiffs and Class Counsel acknowledge that they may discover facts in addition to or different from those they now know or believe to be true with respect to the Covered Conduct but that it is their intention to finally and forever settle and release the Released Claims.

6.13. Finality of Release. This Agreement shall provide the sole and exclusive remedy for any and all Released Claims against the Released Defendant Parties, and the obligations incurred

pursuant to this Agreement shall be a full and final disposition of the Action and of any and all Released Claims as against all Released Defendant Parties. No Released Defendant Party shall be subject to any liability or expense of any kind to any Releasing Party with respect to any Released Claim.

7. CLASS NOTICE

7.1. Notice Plan. Notice shall be disseminated in a manner approved by the Court. Class Counsel shall propose to the Court a Notice Plan for approval in the Preliminary Approval Order.

7.2. Contact Information Required for Notice. Neither Facebook nor the U.S. Facebook Vendors are required to take any action with respect to Notice other than to provide to the Settlement Administrator lists of Settlement Class members and their available contact information, including (to the extent available) each Settlement Class member's full name, email address, last known mailing address, and dates of employment with the U.S. Facebook Vendor(s) as Content Moderators for Facebook. Class Counsel will submit with their Motion for Preliminary Approval a [Proposed] Order Regarding *Belair* Notice to Proposed Settlement Class Members, which, with the Court's approval, shall govern Counsel's access to the contact information of the members of the Settlement Class who do not exercise their right to opt out of the disclosure of their contact information to Counsel.

7.3. Defendant's Input. Prior to submission of the Notice Plan to the Court for approval, Plaintiffs will provide Defendant with the opportunity to comment on the Notice Plan and the content of the short- and long-form Notice and the Claim Form. Defendant will also have the opportunity to comment on the content of any settlement website.

8. EXCLUSIONS AND OBJECTIONS

8.1. Exclusions from the Settlement Class. A Person may opt out of the Settlement Class by requesting exclusion on or before the Objection/Exclusion Deadline (a “Request for Exclusion”). To file a Request for Exclusion, the Person must write to the Settlement Administrator at the address provided in the Notice stating a request to “opt out” or be “excluded” from the Settlement Class. In order to be effective, the request must be (a) signed by the Person making the request; and (b) postmarked on or before the Objection/Exclusion Deadline. Each Request for Exclusion shall be made individually by the Person requesting the opt-out or exclusion; no generic or “class” opt-outs shall be allowed. The Settlement Administrator shall process Requests for Exclusion received pursuant to this Section 8.1 and promptly provide to Class Counsel copies thereof upon receipt.

8.2. Challenges to Exclusion. Within five (5) days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide to Defense Counsel and Class Counsel a list of all Persons who opted out by filing a Request for Exclusion pursuant to Section 8.1.

8.3. Objections by Class Members. To be considered, any objection must (a) be made in writing; (b) be filed with the Court; (c) be mailed to the Settlement Administrator (i) at the address provided in the Notice, (ii) with copies to Class Counsel and Defense Counsel, and (iii) postmarked no later than the Objection/Exclusion Deadline; and (d) include the following: (i) the name of the Action; (ii) the objector’s full name, address, and telephone number; (iii) all grounds for the objection, accompanied by any legal and factual support (including copies of any documents relied upon); (iv) whether the objector is represented by counsel and, if so, the identity of such counsel; (v) a statement confirming whether the objector intends personally to appear and/or testify at the Fairness Hearing; (vi) the identity of any counsel who will appear at the Fairness Hearing on the

objector's behalf; (vii) a list of any witnesses the objector wishes to call to testify and of any documents or exhibits the objector or the objector's counsel may use at the Fairness Hearing; and (viii) the objector's signature.

8.4. Responses to Objections. Any Party shall have the right to respond to any objection no later than fourteen (14) days after the Objection/Exclusion Deadline by filing a response with the Court and serving a copy on the objector (or counsel for the objector) and counsel for the other Parties.

9. SETTLEMENT ADMINISTRATION

9.1. Selection of Settlement Administrator. The Settlement Administrator(s) shall be selected and retained by Class Counsel, subject to approval by the Court. As part of the Preliminary Approval Order, Class Counsel shall seek appointment of the Settlement Administrator(s).

9.2. Duties of the Settlement Administrator. The Settlement Administrator(s) shall perform its or their obligations in a rational, responsive, cost effective, and timely manner, acting under the supervision of Class Counsel. The Settlement Administrator(s) shall maintain reasonably detailed records of its or their activities under this Agreement, as well as all records required by applicable law, in accordance with its or their normal business practices.

9.3. Privacy Protections. The Settlement Administrator(s) shall protect the privacy of any personally identifiable information received in the course of administering the duties undertaken pursuant to this Agreement, and the Settlement Administrator(s) shall comply with all laws regarding data privacy protection and data security, including the protective order entered by the Court in this Action. The Settlement Administrator(s) shall use personally identifiable information received in the course of administering the duties provided by this Agreement solely for the purpose of administering those duties. Within one hundred twenty (120) days after the later

of (a) ninety (90) days from the sending of any Other Damages Payments to Class Members; and (b) any time period for an appeal related to the Settlement has expired and any appeals relating to the Settlement have been resolved, the Settlement Administrator(s) shall delete any personally identifiable information received in the course of administering the duties undertaken pursuant to this Agreement and shall certify in writing to the Parties that the deletion has been completed.

10. PRELIMINARY APPROVAL ORDER, FINAL APPROVAL ORDER, AND FINAL JUDGMENT

10.1. Motion for Preliminary Approval. After the Execution Date, Class Counsel shall submit this Agreement to the Court and shall apply for entry of an order requesting preliminary approval of this Agreement, approval of the forms of Notice and of the Notice Plan, and entry of a stay of all proceedings in the Action until the Court renders a final decision on approval of the Settlement. The Motion for Preliminary Approval shall include the proposed form of an order preliminarily approving the Settlement. Class Counsel shall provide Defense Counsel with an opportunity to review and comment on the draft Motion for Preliminary Approval, including all supporting materials, before it is submitted to the Court.

10.2. Motion for Final Approval. No later than thirty (30) days following the Objection/Exclusion Deadline, Class Counsel shall submit a motion for final approval by the Court of the Settlement. Defense Counsel shall be provided with an opportunity to review and comment on the Motion for Final Approval, including all supporting materials. In connection with the Motion for Final Approval, Class Counsel shall ask the Court to set a date for the Fairness Hearing that ensures compliance with the requirements of California Rule of Court 3.769(g).

10.3. Final Approval Order Requirements. It shall be a material term of the Settlement and of this Agreement, and the obligations of Defendant hereunder (with the exception of any

amounts spent out of the Settlement Fund by the Settlement Administrator to provide Notice to Class Members pursuant to a court-ordered Notice Plan) are expressly conditioned upon, the entry of a Final Approval Order and the Settlement becoming effective.

11. ATTORNEYS' FEES AWARD; CLASS REPRESENTATIVE SERVICE AWARDS

11.1. Attorneys' Fees Award and Class Representative Service Awards. Class Counsel may seek an award from the Court, to be paid out of the Settlement Fund, for (a) an Attorneys' Fees Award; and (b) Class Representative Service Awards for each Class Representative. For the avoidance of doubt, any Attorneys' Fee Award or Class Representative Service Award shall be paid out of the Settlement Fund and shall not be separately payable, in whole or in part, by Facebook. The Parties acknowledge and agree that (a) the payment of any Attorneys' Fees Award and/or Class Representative Service Award is solely in the discretion of the Court; (b) the Settlement and this Agreement do not depend on the Court's approval of any such application by Class Counsel; and (c) neither an Attorneys' Fees Award nor a Class Representative Service Award is a necessary term of this Agreement or a condition of the Settlement embodied herein.

11.2. Payment of Attorneys' Fees Award and Class Representative Service Awards. Plaintiffs shall pay and be responsible for all taxes, if any, due and payable as a result of the receipt of any Class Representative Service Awards and represent and warrant that they have not relied on Defendant for any tax advice regarding taxability or the tax status of said awards. Other than as provided in this Section 11, Defendant shall not be liable for any costs, fees, or expenses of Class Counsel, Plaintiffs, the Class Representatives, any Class Member, or any of the Class Members' attorneys, experts, advisors, agents, or representatives.

12. EFFECTIVE DATE; CONDITIONS OF SETTLEMENT

12.1. Effective Date. This Agreement is expressly contingent upon the completion of all of the following events and shall be effective on the date (the “Effective Date”) that is one business day following the completion of all of the following events: (a) this Agreement has been executed and delivered by Class Counsel and Defense Counsel; (b) the Court has entered the Preliminary Approval Order; (c) the Court has entered the Final Approval Order approving this Agreement, following notice to the Settlement Class and a Fairness Hearing, as provided in the California Code of Civil Procedure and California Rules of Court, and has entered the Final Judgment or Alternative Judgment; and (d) an order has been issued in connection with any Attorneys’ Fees Award or Class Representative Service Awards approved by the Court and has become a Final Order; (e) the Final Approval Order and the Final Judgment have each become a Final Order or, in the event that the Court enters an order and final judgment in a form other than but materially similar to that provided above (an “Alternative Judgment”), the Final Approval Order and such Alternative Judgment have each become a Final Order.

12.2. Failure of Effective Date to Occur. If all of the conditions specified in Section 12.1 are not able to be satisfied, then this Agreement shall be terminated, subject to and in accordance with Section 13, unless the Parties mutually agree in writing to continue this Agreement for a specified period of time.

13. TERMINATION; EFFECT OF TERMINATION

13.1. Rights of Termination. This Agreement may be terminated, subject to the limitation in Section 13.3, by any Party, within twenty-one (21) business days after any of the following events: (a) the Court’s refusal to grant Preliminary Approval of this Agreement in any material respect; (b) the Court’s refusal to grant Final Approval of this Agreement in any material

respect; (c) the Court's refusal to enter the Final Judgment or Alternative Judgment in the Action in any material respect; or (d) the entry of an order by a court that modifies or reverses the Final Judgment or an Alternative Judgment in any material respect.

13.2. Notice of Termination. A Party electing to terminate this Agreement pursuant to Section 13.1 shall provide written notice of its election to do so to all other Parties.

13.3. Attorneys' Fees Award and Class Representative Service Awards. Notwithstanding anything herein, the Parties acknowledge and agree that the Court's failure to approve, in whole or in part, any Attorneys' Fees Award or Class Representative Service Award pursuant to Section 11 or the reversal or modification of any Attorneys' Fees Award or Class Representative Service Award on appeal or in a collateral proceeding is not grounds for termination of this Agreement.

13.4. Effect of Termination. In the event of a termination of this Agreement pursuant to Section 13.1 or if this Agreement and the Settlement proposed herein are canceled or otherwise fail to become effective for any reason whatsoever, then (a) any order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*; and (b) the Parties shall be returned to the *status quo ante* with respect to the Action as of the Execution Date as if the Parties had never entered into this Agreement and with all of their respective legal claims and defenses preserved as they existed on that date. For the avoidance of doubt and without limiting the foregoing, the Parties acknowledge and agree in the event of a termination of this Agreement (i) that this Agreement and all the provisions of the Preliminary Approval Order shall be vacated; (ii) that the Parties shall retain all rights that they had immediately preceding the Execution Date; and (iii) that nothing in this Agreement or other papers or proceedings related to

this Settlement shall be used as evidence or argument by any Party concerning whether the Action was or may properly be certified or maintained as a class action for any purpose other than settlement in accordance with this Agreement.

13.5. Payments for Notice. In the event of a termination of this Agreement under this Section 13 or if this Agreement fails to become effective for any other reason, any amounts of the Settlement Fund spent to provide notice to Class Members pursuant to the Notice Plan will not revert to Defendant.

14. MISCELLANEOUS PROVISIONS

14.1. Final Resolution. The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims against the Released Defendant Parties. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiffs or defended by the Defendant, or each or any of them, in bad faith or without a reasonable basis.

14.2. Representation by Counsel. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective rights and obligations with respect to the Settlement. The Parties have read and understand fully the above and foregoing Agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

14.3. Res Judicata. Except as provided herein, if this Agreement is approved by the Court, any Party and any of the Released Defendant Parties may file and otherwise rely upon this Agreement in any action that may be brought against such Party and/or Released Defendant Party in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel,

release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

14.4. No Admission. This Agreement reflects, among other things, the compromise and settlement of disputed claims among the Parties hereto, and neither this Agreement nor the Releases given herein, nor any consideration therefor, nor any actions taken to carry out this Agreement are intended to be, nor may they be deemed or construed to be, an admission or concession of liability or of the validity of any claim, defense, or any point of fact or law (including but not limited to matters respecting class certification) on the part of any Party, whether or not the Effective Date occurs or this Agreement is terminated. Neither this Agreement, nor the fact of settlement, nor the settlement proceedings, nor settlement negotiations, nor any related document, shall be used as an admission of any fault or omission by the Released Defendant Parties or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing by the Released Defendant Parties in any proceeding, other than such proceedings as may be necessary to consummate, interpret, or enforce this Agreement.

14.5. Counterparts. This Agreement may be executed in one or more counterparts and may be executed by facsimile or electronic signature. All executed counterparts and each of them shall be deemed to be one and the same instrument.

14.6. Waiver and Amendment. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

14.7. Expenses. Except as otherwise provided herein, each Party shall bear his, hers, or its own attorney's fees and costs.

14.8. Representations and Warranties. Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Defendant Parties to any other Person and that they are fully entitled to release the same. Each counsel or other Person executing this Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto hereby warrants and represents to the other Parties hereto that such counsel or other Person has the authority to execute and deliver this Agreement, its Exhibits, and related settlement documents, as applicable.

14.9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto and the Released Defendant Parties.

14.10. Jurisdiction. The Court has and shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

14.11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles that would direct the application of the laws of another jurisdiction.

14.12. Drafting. All Parties have contributed substantially and materially to the preparation of this Agreement, and it shall not be construed more strictly against one Party than another.

14.13. Notice. Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel at the addresses listed below.

14.14. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the Parties with respect to the matters set forth herein and supersedes all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties, or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized herein.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]

Date: May 8, 2020

By: Steve Williams

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By: DHCh

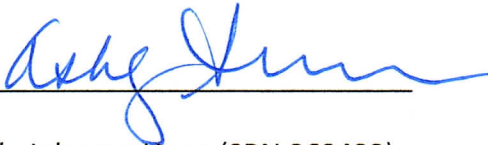
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Attorneys for Defendant Facebook, Inc.

Exhibit 2

NOTICE OF PROPOSED CLASS ACTION

**Selena Scola, et al. v. Facebook, Inc.
Superior Court of the State of California, County of San Mateo
Case No. 18-civ-05135**

You have been identified as a current or former content moderator who performed work for Facebook, Inc. (“Facebook”) in California, Arizona, Texas, or Florida as an employee or subcontractor of one or more of Facebook’s Vendors between September 15, 2015 and [date of preliminary approval]. There is a proposed settlement of a class action filed against Facebook asserting claims related to injuries allegedly caused by viewing graphic and objectionable content while performing content moderation services for Facebook’s Vendors.

The Superior Court of the State of California, County of San Mateo, ordered that this notice be sent to certain current and former content moderators to notify them of a proposed settlement of a class action lawsuit. This notice is not a solicitation from a lawyer, and you are not being sued.

Your legal rights are affected by the settlement, so please read this notice carefully.

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1.	What is this lawsuit about?
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Plaintiffs Selena Scola, Erin Elder, Gabriel Ramos, April Hutchins, Konica Ritchie, Allison Trebacz, Jessica Swarner, and Gregory Shulman (“Plaintiffs”) brought this action on behalf of current and former Content Moderators who performed work for Facebook in California, Arizona, Texas, or Florida as an employee or subcontractor of one or more of Facebook’s Vendors between September 15, 2015 and [date of preliminary approval] (the “Class”). For purposes of this settlement, “Content Moderator” means an individual who works in a group that reviews user-generated content posted to Facebook platforms to determine whether, or to train Artificial Intelligence to determine whether, such material violates Facebook’s Community Standards. “Facebook Vendor” means a vendor or subcontractor with whom Facebook has contracted to provide Content Moderator services and who (a) directly employed an individual as a Content Moderator; or (b) subcontracted with an individual to provide services as a Content Moderator

Plaintiffs allege that Facebook failed to provide a safe work environment for Content Moderators, many of whom view and flag for removal graphic and objectionable material in order to make Facebook safe for the public. Plaintiffs allege that, as a result of repeated viewing of that material, Class Members were subjected to an increased risk of suffering trauma-related injuries and that they suffered bodily injuries.

The settlement includes all claims asserted by the Plaintiffs in the lawsuit on behalf of themselves and the proposed Class. As detailed below, the settlement provides for payment of \$52 million by Facebook, from which each Class Member will receive an automatic payment that may be used for medical screening and general damages for their exposure to potentially traumatic material. In addition, each Class member may seek other payments for treatment of a qualifying diagnosis and other damages. Facebook also will implement significant reforms addressing the workplace practices challenged in this action, including: (1) requiring all U.S. Facebook Vendors to provide on-site coaching and standardized resiliency measures to all U.S. Content Moderators and (2) implementing tooling enhancements that mitigate the harmful effects of exposure to graphic or disturbing material.

2.	What is a class action?
----	-------------------------

In a class action lawsuit, one or more people called “Class Representatives” (in this case, Plaintiffs Scola, Elder, Ramos, Hutchins, Ritchie, Trebacz, Swarner, and Shulman) sue on behalf of other people (“Class Members”) who allegedly have similar claims. If a court approves of the case proceeding as a “class action,” that court decides the lawsuit for all Class Members.

In this case, the Class Representatives and Facebook reached a settlement, subject to Court approval, to agree to a class action for purposes of settlement. The Court certified the case as a class action solely for purposes of deciding whether to approve the settlement. If the settlement is

not approved by the Court, the Class Members will not get the benefits of this settlement, and the Plaintiffs will go back to court to continue their case.

3. Why is there a settlement?

The settlement was reached through extensive arms'-length negotiations between experienced attorneys for Plaintiffs and for Facebook. The attorneys' discussions were facilitated by a retired judge. Plaintiffs also retained two highly credentialed experts and worked closely with them to understand issues related to the diagnosis and treatment of trauma-related injuries and the safeguards needed to mitigate future harm. All parties believe that their respective interests are best served by entering into this settlement, particularly given the risks inherent in complex class action litigation and the time it would take to bring the litigation to a conclusion.

Facebook denies that it has done anything wrong, while the Class Representatives believe that they would prevail if the case went to trial. In the interests of efficiency and avoiding substantial litigation costs, the parties decided to resolve the case through settlement. In this way, the parties avoid the costs and risks of litigation and trial.

In determining whether to approve the settlement, the Court will not decide who is right or wrong. Instead, it will determine whether the settlement is fair, reasonable, and adequate under the circumstances. If the Court approves the settlement as fair, reasonable, and adequate, it will enter a judgment extinguishing all claims of those represented in the lawsuit.

4. Why did I receive this notice?

You received this notice because employment records show that you may be a "Class Member"—meaning you were identified as a current or former Content Moderator who performed work for Facebook in California, Arizona, Texas, or Florida as an employee or subcontractor of one or more of Facebook's Vendors between September 15, 2015 and [date of preliminary approval]. This notice lets you know how you can participate in or exclude yourself from this settlement.

5. How do I know if I am part of the settlement?

You are a Class Member if you are a current or former Content Moderator who performed work for Facebook in California, Arizona, Texas, or Florida as an employee or subcontractor of one or more of Facebook's Vendors between September 15, 2015 and [date of preliminary approval]. Facebook contracted with third-party vendors to manage most of its content moderation operations and only individuals who were employed at or worked as a subcontractor for one of those vendors are part of the Class.

6. If I am part of the settlement, what are my options?

If you are a Class Member, you have several options. You may:

- a. Participate in the settlement and receive the benefits of the settlement (see Section 8 below);
- b. Object to the settlement by filing and serving an objection by [____], 2020 (see Sections 9–11 below); or
- c. Request to be excluded from the settlement by submitting a request to be excluded by [____], 2020 (see Section 14 below).

7. How do I participate in the settlement if it is approved by the Court?

If you want to participate in the settlement, you do not need to do anything at this time. If the settlement receives final approval, you will be sent a \$1,000 payment and potentially benefit from the practice and tooling enhancements discussed in Section 8 below.

If you are diagnosed with a qualifying diagnosis, you may receive further benefits by submitting documentation of the diagnosis and of other damages you may have suffered.

8. If I participate in the settlement, what will I receive?

The settlement provides both monetary payments and practice and tooling enhancements to reduce the risks of exposure to graphic or disturbing material. The following is a summary of the settlement benefits. For a complete description of the settlement and what it obligates the parties to do, you can read the full Settlement Agreement at www.____.com.

Monetary Payments

Facebook has agreed to deposit \$52 million into a settlement fund as compensation for the release of the Class’s claims. That payment will also cover any award for attorneys’ fees and expenses, service awards to the class representatives, and settlement administration costs.

All Class Members will receive a single payment of \$1,000 that may, but is not required to, be used for medical diagnostic screenings. In exchange, all Class Members will give Facebook a release of claims relating to the conduct alleged in this lawsuit for injunctive relief, medical monitoring costs, and medical treatment costs, as well as the right to assert claims for other damages on behalf of a class or other aggregated basis.

If a Class Member submits documentation that a licensed medical provider has diagnosed the Class Member with a qualifying diagnosis, such as post-traumatic stress disorder, the Class Member will receive a further payment for treatment. **TO RECEIVE ANY FURTHER PAYMENTS, THE CLASS MEMBER MUST SUBMIT EVIDENCE OF A QUALIFYING DIAGNOSIS.** The payments associated with treatment will be tiered to reflect the expense required to treat various types of conditions.

Class Members diagnosed with a qualifying diagnosis will also have the option to submit a claim for a further payment for damages for injuries they contend were caused by content moderation

work they performed for Facebook. In exchange, these Class Members will give Facebook a full release of all claims relating to the conduct alleged in this lawsuit. **TO RECEIVE A PAYMENT FOR OTHER DAMAGES, THE CLASS MEMBER MUST SUBMIT A CLAIM.** Class Members will receive payments in one of four amounts; these amounts will reflect the amount of money remaining in the settlement fund, the extent of damages alleged, and the strength of supporting documentation submitted. These payments are capped at \$50,000.

If any money remains in the settlement fund, every Class Member will receive an equal portion of the remaining funds (unless the amount of each payment would be less than \$50). Cashing a check or retaining electronic payment of any portion of the remaining funds will constitute acceptance by the Class Member of the amount provided in exchange for a full release of all claims relating to the conduct alleged in this lawsuit. If any money remains after this final distribution to Class Members, it will be donated to the International Society for Traumatic Stress Studies, an organization that researches and advocates around issues of traumatic stress.

Class Members who do not submit claims for damages based on a qualifying diagnosis will retain the right to bring individual claims for other damages in a streamlined arbitration, but will waive the ability to bring those claims on a class or aggregated basis or in court. All Class Members may opt out of the settlement and preserve their right to present any and all of their claims in court.

Practice and Tooling Enhancements

Although Facebook denies Plaintiffs' allegations and denies that its conduct is unlawful, the parties also have agreed that Facebook will implement certain policies and procedures designed to benefit Content Moderators. These policies and procedures are based on industry best practices for content moderation and were developed in consultation with experts hired by Plaintiffs. Among other things, Facebook has agreed to require its U.S. Facebook Vendors to implement the following business practice enhancements:

- Retain clinicians who are licensed, certified, experienced in mental health counseling, and familiar with symptoms of and DSM-5 Criteria for Post-Traumatic Stress Disorder (“PTSD”);
- Make these clinicians available during every shift that Content Moderators who are regularly exposed to graphic and objectionable content are working;
- Hold group wellness sessions on a monthly basis;
- Make available weekly one-on-one coaching or wellness sessions for Content Moderators regularly exposed to graphic and objectionable content;
- Provide Content Moderators with clear guidelines for how and when they may remove themselves from specific tasks involving graphic and objectionable content;

- Provide Content Moderators with information about these practice enhancements, as well as a telephone hotline number where compliance concerns can be reported directly to Facebook.

In addition, Facebook will implement standardized resiliency requirements across all of its contracts with its U.S. Vendors and will subject the Vendors to both formal audits and unannounced on-site compliance reviews. Facebook has agreed to make reasonable commercial efforts to ensure that its U.S. Vendors provide these practice enhancements to Content Moderators.

Facebook also will continue to roll out a suite of Well-Being Preference tools on the Single Review Tool platform used by Content Moderators. This will allow Content Moderators to change default settings that may mitigate their exposure to graphic and objectionable material, including:

- Viewing images in black and white;
- Blurring images;
- Blocking faces within images;
- Blurring video previews;
- Auto-muting videos on start;
- Previewing videos using thumbnail images when technically feasible; and
- Preventing automatic video playback.

These practice and tooling enhancements have been designed to help protect Content Moderators from the most harmful effects of exposure to graphic or disturbing material. Two nationally recognized experts in post-traumatic stress provided input into these measures and believe that the measures will benefit Content Moderators during their work.

9. How do I object to the settlement?

If you disagree with the settlement, you have the right to file an objection for the Court to consider. The objection must be in writing and include the following information:

- Your name, current address, and current telephone number;
- The name of the case: *Scola, et al. v. Facebook*, Case No. 18-civ-05135;
- What your objection is and any reasons supporting your position;
- Whether you are represented by counsel and, if so, your counsel's identity;
- A statement confirming whether you or your counsel intend to appear or testify at the final approval hearing;
- A list of any witnesses or exhibits you wish to present at the final approval hearing; and
- Your signature (even if you are represented by counsel).

No later than [____], 2020, any objections must be filed with the Court at the following address:

Superior Court for the State of California, County of San Mateo
400 County Center
Redwood City, CA 94063.

You must also send a copy of the written statement, via First Class U.S. mail and postmarked by [____], 2020, to each of the people listed below:

Class Counsel:

Joseph R. Saveri
Steven N. Williams
Kevin Rayhill
Kyle Quackenbush
JOSEPH SAVERI LAW FIRM, INC.
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COVINGTON & BURLING LLP
1999 Avenue of the Stars
Los Angeles, CA 90067

11. Can I still receive a settlement award if I object to the settlement?

If you object to the settlement but the Court approves the settlement despite your objection, you may obtain settlement benefits in the same manner as any other Class Member.

If the Court agrees with your (or any other) objection, and does not approve the settlement, you and other Class Members will not receive any settlement benefits because the settlement agreement will not become effective.

12. Can I appear at the final approval hearing?

If you do not exclude yourself from the settlement, you can (but do not have to) participate and speak for yourself at the final approval hearing. You can also have your own individual lawyer speak separately for you, but you will have to pay for that lawyer yourself.

If you want to appear, or if you want your own lawyer to participate and speak for you regarding the settlement, you and/or your lawyer must first file an objection to the settlement (as described above in Section 9). You must also include on the front of the objection the statement “I intend to appear at the hearing” and identify any persons you propose to call to testify at the hearing or evidence you intend to introduce.

13. Do I have to participate in the settlement?

You are not required to participate in the settlement, but you must take action to get out of the settlement. This is called “excluding yourself” or “opting out.” If you exclude yourself from the settlement, you will not be eligible to receive any monetary compensation under the settlement. However, if you exclude yourself from the settlement, you will not be bound by any judgment or settlement of the case and will keep, subject to applicable law, your right to sue Facebook.

14. How can I exclude myself from the settlement?

To exclude yourself from the settlement, you must submit a written and signed statement requesting exclusion from the Class by [date] to:

Scola, et al. v. Facebook Settlement Administrator
c/o [Settlement Administrator]
P.O. Box [____]
[City / State / Zip Code]

To be effective, this written request must contain your name, address, and telephone number, be submitted via First Class U.S. mail, and be postmarked by [_____], 2020. If you fail to submit a valid and timely request for exclusion in this manner, you will be bound by the settlement and judgment entered by the Court.

15. What is the difference between excluding myself and objecting?

Objecting is telling the Court that you do not like something about the settlement but that you still want to participate in the settlement. You can object to the settlement only if you do not exclude yourself from the settlement.

Excluding yourself from the settlement is telling the Court that you do not want to be part of the settlement. If you exclude yourself from the settlement, you cannot object to the settlement because it no longer affects you.

16. What if I do nothing?

If you do nothing, you will be a Class Member and will be bound by the settlement. This means that you cannot bring a separate lawsuit against Facebook concerning injuries and/or damages allegedly caused by viewing graphic and objectionable material while working as a Content Moderator.

17. Do I need to hire my own attorney?

You do not need to hire an attorney, but you can if you want to. The Class Representatives, you, and the entire Class are already represented by the attorneys listed below, who are known as “Class Counsel”:

Joseph R. Saveri - jsaveri@saverilawfirm.com
Steven N. Williams - swilliams@saverilawfirm.com
Kevin Rayhill - krayhill@saverilawfirm.com
Kyle Quackenbush - kquackenbush@saverilawfirm.com
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Korey A. Nelson - knelson@burnscharest.com
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New Orleans, LA 70130
Telephone: (504) 799-2845

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Warren Burns - wburns@burnscharest.com
Daniel Charest - dcharest@burnscharest.com
Kyle Oxford - koxford@burnscharest.com
BURNS CHAREST LLP
900 Jackson St., Suite 500
Dallas, Texas 75202
Telephone: (469) 904-4550
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William Most - williammost@gmail.com
LAW OFFICE OF WILLIAM MOST
201 St. Charles Ave. Suite 114 #101
New Orleans, LA 70170
Telephone: (504) 509-5023

You do not need to pay for their services. They will be paid from the settlement fund. If you decide to hire your own attorney, you will have to pay for his or her services yourself.

20. What will Class Counsel and the Class Representatives get from this settlement?

Class Counsel have not received compensation for their services in bringing the lawsuit. They will seek to be paid from the settlement fund. They will ask the Court for an award of attorneys' fees and expenses of up to \$17 million, or 32% of the settlement fund created by the settlement agreement.

Plaintiffs will also request service awards for the time and work they have put into this lawsuit.

Class Counsel will file motions asking the Court to approve these awards. The Court may approve these awards at the final approval hearing.

21. When will the settlement be final?
--

The Court has scheduled a final approval hearing for [_____], 2020 at 10:00 a.m. This hearing will occur before the Hon. V. Raymond Swope at the Superior Court for the State of California, County of San Mateo, 400 County Center, Department 23, Redwood City, CA 94063. The final approval hearing may be rescheduled to a later time without further notice to you.

You may, but do not have to, attend the final approval hearing. At the hearing, the Court will decide whether to approve the settlement, the requested award of attorneys' fees and expenses, the service awards for Plaintiffs for prosecuting this litigation, and the costs of administering this settlement.

After the Court rules on the final approval and either the time to appeal has expired or any appeal filed has been resolved in favor of the settlement, the settlement will become final. Once the settlement is final, the initial \$1,000 payments will be sent to the Class Members, and Class Members will have 180 days to submit claims documenting diagnoses and any other damages.

22. Where can I get more information about the litigation of this case?

This notice provides only a summary of the lawsuit and settlement. For more detailed information, you may review the Complaint, the Settlement Agreement, and selected other filings at the settlement website: www.____.com.

Please direct any questions regarding this notice and the settlement to the *Scola, et al. v. Facebook* Settlement Administrator at [phone number] or to Class Counsel.

PLEASE DO NOT TELEPHONE THE COURT.

23. What dates should I be aware of?

[____], 2020

Last day to file and postmark objections to the settlement (including any requests to appear before the Court)

[____], 2020

Last day to file and postmark requests for exclusion from the Class

[____], 2020, at 10:00 a.m. (unless otherwise ordered by the Court)

Fairness approval hearing at the Court

Exhibit 3

SUMMARY NOTICE OF PROPOSED CLASS ACTION

Selena Scola, et al. v. Facebook, Inc.
Superior Court of the State of California, County of San Mateo
Case No. 18-civ-05135

You have been identified as a current or former content moderator who performed work for Facebook, Inc. (“Facebook”) in California, Arizona, Texas, or Florida as an employee or subcontractor of one or more Facebook vendors between September 15, 2015 and [date of preliminary approval]. This notifies you of a proposed settlement of a class action filed against Facebook asserting claims related to the content viewed while performing content moderation services.

The Superior Court of the State of California, County of San Mateo, ordered that this notice be sent to certain current and former content moderators. This notice is not a solicitation from a lawyer, and you are not being sued.

The settlement encompasses all claims asserted by Plaintiffs in the lawsuit on behalf of themselves and the proposed Class. The settlement provides for payment of \$52 million by Facebook, from which each Class member will receive an automatic payment that can be used for medical screening. In addition, each Class member may seek other payments for treatment of a qualifying diagnosis and for additional damages. Facebook also will implement significant reforms addressing the unsafe workplace practices challenged in this action, including: (1) requiring all U.S. Facebook vendors to provide on-site coaching and standardized resiliency measures to all U.S. content moderators and (2) implementing tooling enhancements designed to mitigate the effects of exposure to graphic and objectionable material.

If you are a Class Member, you have several options. You may:

- a. Participate in the settlement and receive the benefits of the settlement, in which case no action is required by you at this time;
- b. Object to the settlement by filing and serving an objection by _____ 2020; or
- c. Request to be excluded from the settlement by submitting a request to be excluded by _____ 2020.

Each of these options is discussed in more detail in the full-length class notice, which you can read at www._____.com. You can request that a copy of the full-length class notice be mailed to you by contacting the Claims Administrator at [Claims Administrator contact info].

PLEASE DO NOT CONTACT THE COURT.

Exhibit 4

II. Qualifying Diagnosis

Have your medical provider complete the attached Diagnosis Verification Form attesting that your medical provider is a qualified medical provider, attesting that you meet the criteria for a Qualifying Diagnosis resulting in whole or in part from your work as content moderator for Facebook, and identifying your diagnosis or diagnoses.

I, _____ (name), attest under penalty of perjury that I obtained the diagnosis or diagnoses indicated on the attached Diagnosis Verification Form from a medical provider licensed by a U.S. State or territory to provide healthcare services and qualified to diagnose me with the diagnosis or diagnoses listed on the Diagnosis Verification Form.

_____ (signature)

_____ (date)

III. Other Damages

You should complete this section of the form only if you have a Qualifying Diagnosis as described in Section II of this form, and you are requesting a further payment for other damages.

I believe that I sustained the following damages as a result of my experience as a content moderator reviewing Facebook content.

- Past Medical Expenses _____ (estimated monetary value)
- Lost Wages _____ (estimated monetary value)
- Emotional Distress _____ (estimated monetary value)
- Other _____ (estimated monetary value)

Provide a narrative description of the damages that you are claiming (attach additional sheets if necessary).

You should also include with this form any documentation supporting your claim for damages. For instance, you may include a personal declaration, supporting statements from others, receipts, credit card statements, bills, doctor’s notes, or other similar materials. Any declarations or statements must include at the end of the statement the following sentence: “I declare under penalty

of perjury under the laws of the state of California that the foregoing is true and correct” and be signed and dated by the person making the statement.

If you accept a payment for Other Damages, you will be deemed to have and, by operation of law, shall have fully, finally, and forever compromised, released, relinquished, settled, and discharged any and all claims that you ever had, now have, or hereafter can, shall, or may have, claim, or assert in any capacity against Facebook with respect to the conduct alleged in the *Scola v. Facebook, Inc.* lawsuit; (b) shall have covenanted not to sue Facebook with respect to any of the claims for which you receive an Other Damages payment; and (c) shall be permanently barred and enjoined from instituting, commencing, or prosecuting any claims for Other Damages against Facebook.

I, _____ (name), attest under penalty of perjury that I believe my experience as a content moderator reviewing Facebook content caused (in whole or in part) the damages that I have described above.

_____ (signature)

_____ (date)

IV. Instructions for Submission

Submit this form, the Diagnosis Verification Form, and any attachments to _____ by mail at _____ or electronically by following the directions on the Settlement Website [_____].

DIAGNOSIS VERIFICATION FORM

Class Member Name: _____

This Diagnosis Verification Form (“Form”) exists in connection with the *Scola v. Facebook, Inc.* Settlement. The Form is to be filled out and signed by a medical provider who is licensed by a U.S. State or territory to provide healthcare services and who is qualified to diagnose patients with all the disorders in the Diagnostic and Statistical Manual of Mental Disorders (“DSM-5”).

To the licensed medical provider: Your patient, _____ (your “Patient”), is a Class Member in a lawsuit involving content moderators who reviewed content posted to Facebook. A Settlement has been reached in the lawsuit, and your Patient may be eligible for certain financial compensation if he or she has been diagnosed with one of the qualifying diagnoses.

In the section below, you will find a list of disorders with corresponding ICD-10 Codes. You will also find a box next to each disorder for you to check to signify which diagnosis or diagnoses apply. In making this determination, please check the box next to all mental disorders with which your Patient is currently diagnosed and all mental disorders for which your Patient met the diagnostic criteria at some point in the past during or after their work as a content moderator.

- Post-Traumatic Stress Disorder (ICD-10 43.1, 43.10, 43.11, and 43.12);
- Acute Stress Disorder (ICD-10 43.0);
- Other/Unspecified Trauma- or Stress-Related Disorder (ICD-10 43.8 and 43.9);
- Anxiety Disorder (ICD-10 41.0, 41.1, 41.3, 41.8, and 41.9)
- Depression (ICD-10 32 and 33)

If your Patient has been diagnosed with any of the disorders listed above, please state whether your Patient has also been diagnosed with any other condition appearing in the Diagnostic and Statistical Manual of Mental Disorders (DSM-5) at some point in the past during or after their work as a content moderator:

- yes. If yes, please identify the condition: _____
- no.

By signing this document, you are attesting that: 1) you are licensed by a U.S. State or territory to provide healthcare services and are qualified to diagnosis patients with all of the diagnoses listed on this form, 2) you have reviewed the Patient’s record, and 3) your responses in this Form are true and accurate to the best of your knowledge.

Name: _____

Signature: _____

Date: _____

APPENDIX A

APPENDIX A: DISTRIBUTION PLAN

1. Administrative Payments.

1.1. Payment of Settlement Administrator Expenses. The reasonable costs of performing the functions required of the Settlement Administrator by this distribution plan and by the Settlement Agreement will be paid to the Settlement Administrator out of the Settlement Fund.

1.2. Distribution of Class Representative Service Awards. The Settlement Administrator will distribute any Class Representative Service Awards within thirty (30) days after the later of (a) the Effective Date; or (b) receipt of a completed IRS Form W9 from the Class Representative Service Awards recipient(s).

1.3. Distribution of Attorneys' Fee Award. The Settlement Administrator will distribute any Attorneys' Fee Award within thirty (30) days after the later of (a) the Effective Date; or (b) receipt of a completed IRS Form W9 from the Attorneys' Fee Award recipient(s).

2. Initial Payments. Within thirty (30) days after the Effective Date, the Settlement Administrator will provide the amount of one thousand U.S. dollars (\$1000.00) to each Class Member (each an "Initial Payment") by check or electronic payment, to the extent Class Members have requested electronic payment and provided electronic payment information to the Settlement Administrator. The Initial Payment (along with any subsequent Medical Treatment Payment) serves as redress and as consideration for the Class Release and reflects costs of, is intended to promote, and may be used to obtain a screening from a medical professional for a Qualifying Diagnosis (and a Comorbid Diagnosis, if applicable). Each Initial Payment will be valid for ninety (90) days. For any Initial Payment that is returned as undeliverable, the Settlement

Administrator will make best efforts to identify a valid mailing address for each of those Class Members, using standard industry methods. Along with any Initial Payment, the Settlement Administrator will include the Claim Form and an overview of the next steps for the Class Members, including a timeline and the criteria for obtaining a Medical Treatment Payment and an Other Damages Payment.

3. Claim Forms. Within one hundred and eighty (180) days after the Effective Date (the “Claim Form Deadline”), Class Members who seek to claim a Medical Treatment Payment or a Medical Treatment Payment and an Other Damages Payment must complete the Claim Form and submit it by mail to the Settlement Administrator. The Claim Form will be sent to Class Members along with the Initial Payment and will be available for download from the Settlement Website.

3.1. Basic Information. The Claim Form will require, for each Class Member submitting a claim, the following information: (a) full name; (b) mailing address; (c) telephone number; (d) email address; (e) preferred method of payment (e.g., check, Venmo, direct deposit, PayPal); (f) payment information (e.g., Venmo handle, bank account and routing number, PayPal handle); (g) attestation under penalty of perjury that the individual is a member of the Settlement Class (i.e., falls within the Settlement Class definition); and (h) signature of the Class Member.

3.2. Class Members Claiming Medical Treatment Payments. For each Class Member claiming a Medical Treatment Payment, the Claim Form will require the following information: (a) the Class Member’s attestation under penalty of perjury that the Class Member obtained a Qualifying Diagnosis (and a Comorbid Diagnosis, if applicable) from a Licensed Medical

Provider; and (b) a document signed by the Licensed Medical Provider (i) attesting that he or she meets the criteria to be a Licensed Medical Provider; (ii) attesting that the Class Member has been diagnosed with a Qualifying Diagnosis (and a Comorbid Diagnosis, if applicable); and (iii) identifying the Qualifying Diagnosis (and Comorbid Diagnosis, if applicable) made.

3.3. Class Members Claiming Other Damages Payments. For each Class Member claiming an Other Damages Payment, the Claim Form will require the following information: (a) a statement, which will be made by checking appropriate boxes on the Claim Form, of the type(s) of Other Damages (e.g., lost wages, pain and suffering, other unspecified, etc.) that the Class Member suffered and contends were caused in whole or in part by the Covered Conduct; (b) a statement of the estimated monetary value of each type of Other Damages referenced in Section 3.3(a); (c) a narrative description of the Other Damages the Class Member claims to have incurred; (d) an attestation under penalty of perjury that the Class Member suffered the Other Damages claimed and that the Class Member believes the Covered Conduct caused or contributed to, in whole or in part, the Other Damages. The Claim Form will also indicate that a Class Member should attach any supporting documentation (e.g., personal declarations, other supporting statements, receipts, credit card statements, doctor's notes, etc.).

3.4. Qualifying Diagnosis. A Qualifying Diagnosis is a diagnosis by a Licensed Medical Provider that a Class Member presently has (or had in the past during or after his or her work as a Content Moderator for a Facebook Vendor) one of the following disorders: (a) Post-Traumatic Stress Disorder (including ICD-10 43.1, 43.10, 43.11, and 43.12); (b)

Acute Stress Disorder (including ICD-10 43.0); (c) Other/Unspecified Trauma- or Stress-Related Disorder (including ICD-10 43.8 and 43.9); (d) Anxiety Disorder (including ICD-10 41.0, 41.1, 41.3, 41.8, and 41.9); or (e) Depression (including ICD-10 32 and 33).

3.5. Comorbid Diagnosis. A Comorbid Diagnosis is a diagnosis by a Licensed Medical Provider that a Class Member presently has (or had in the past during or after his or her work as a Content Moderator for a Facebook Vendor) a diagnosis of a condition appearing in the Diagnostic and Statistical Manual of Mental Disorders (DSM-5) other than, and in addition to, a Qualifying Diagnosis (a “Comorbid Disorder”).

4. Claims Administration. Upon the receipt of each Claim Form and by no later than thirty (30) days after the Claim Form Deadline, the Settlement Administrator will perform the following functions:

4.1. Verification. For each Claim Form, the Settlement Administrator will (a) verify whether the Class Member qualifies (i) for a Medical Treatment Payment; or (ii) for a Medical Treatment Payment and an Other Damages Payment by determining that the Claim Form has been properly completed, meets the requirements for such a claim as set forth in this Agreement, and is not fraudulent; and (b) if the Class Member has qualified for a Medical Treatment Payment, assign the Class Member to one of four Medical Treatment Payment Tiers, set forth in Section 5.1 below, based on his or her Qualifying Diagnosis (and Comorbid Diagnosis, if applicable); and (c) if the Class Member has qualified for an Other Damages Payment, assign the Class Member to one of four Other Damages Groups, as set forth in Section 6.1 below, based on the assessment of the Class Member’s Claim Form and any supporting documentation submitted.

4.2. List of Class Members Qualifying for Payments. The Settlement Administrator will prepare, in accordance with the verification process set forth in Section 4.1, a list of Class Members indicating (a) whether the Class Member qualifies for a Medical Treatment Payment; (b) if the Class Member qualifies for a Medical Treatment Payment, his or her assigned Medical Treatment Payment Tier (Tier 1, 2, 3, or 4); (c) whether the Class Member qualifies for an Other Damages Payment; (d) if the Class Member qualifies for an Other Damages Payment, his or her assigned Other Damages Group (Group A, B, C, or D); and (e) if the Class Member is qualified to receive a payment, the Class Member's preferred method of payment, payment information, and other contact information.

4.3. All Determinations Final. All determinations by the Settlement Administrator as to whether a Class Member has qualified for a Medical Treatment Payment or an Other Damages Payment and the amount of any such payment are final and are not subject to challenge, objection, or appeal.

5. Medical Treatment Payments. The Settlement Administrator will provide payment to Class Members qualifying for Medical Treatment Payments according to the allocation set forth below ("Medical Treatment Payments") within thirty (30) days of completion of the list described above. The payments will be sent to eligible Class Members according to the preferred method of payment provided on their Claim Forms, and any check will be valid for ninety (90) days.

5.1. Medical Treatment Payment Tiers. A Class Member qualifying for a Medical Treatment Payment will be placed into a Medical Treatment Payment Tier on the basis of the Class Member's Qualifying Diagnosis (and Comorbid Diagnosis, if any).

5.1.1.1.If the Class Member has a Qualifying Diagnosis of Post-Traumatic Stress Disorder **and** either a Comorbid Diagnosis or an additional Qualifying Diagnosis of Anxiety Disorder or Depression, the Class Member will be placed in Tier 1.

5.1.2. If the Class Member has a Qualifying Diagnosis of Post-Traumatic Stress Disorder but no Comorbid Diagnosis and no additional Qualifying Diagnosis of Anxiety Disorder or Depression, the Class Member will be placed in Tier 2.

5.1.3. If the Class Member has (a) a Qualifying Diagnosis of Acute Stress Disorder or Other/Unspecified Trauma- or Stress-Related Disorder **and** a Comorbid Diagnosis; **or** (b) a Qualifying Diagnosis of Anxiety Disorder or Depression, the Class Member will be placed in Tier 3.

5.1.4. If the Class Member has a Qualifying Diagnosis of Acute Stress Disorder or Other/Unspecified Trauma- or Stress-Related Disorder but no Comorbid Diagnosis, the Class Member will be placed in Tier 4.

5.2. Allocation of Medical Treatment Payments. With respect to the allocation of the Medical Treatment Payments, each Class Member qualifying for a Medical Treatment Payment is entitled to a distribution according to the following schedule:

Tier	Treatment Payment Amount
Tier 1	\$6,000
Tier 2	\$3,000
Tier 3	\$4,400
Tier 4	\$1,600

If the amount that would be payable to the Class Members who qualify for Medical Treatment Payments exceeds the amount remaining in the Settlement Fund, then the amount payable under each tier will be reduced pro rata.

6. Other Damages Payments. Each Class Member who qualifies for a Medical Treatment Payment and submits a properly completed and non-fraudulent Claim Form asserting Other Damages will receive an Other Damages Payment as described in this Section. Within fourteen (14) days after the checks for Medical Treatment Payments have all either been cashed or expired, the Settlement Administrator will calculate and prepare a list of the amount of the Other Damages Payment that each Class Member who qualifies for a Medical Treatment Payment and also claims an Other Damages Payment will receive; this calculation will be based on the amount of money remaining in the Settlement Fund, the list of the Class Members assigned to each Other Damages Group (as described above in Section 4.2), and the allocation formula set forth below in Section 6.1. Within thirty (30) days of this calculation, the Settlement Administrator will send the Other Damages Payment to each Class Member qualifying for an Other Damages Payment via the preferred method selected by the Class Member on the Claim Form; checks will be valid for ninety (90) days. Each Other Damages Payment will be accompanied by a notice informing the recipient that cashing a check containing an Other Damages Payment or retaining an electronic transfer of an Other Damages Payment constitutes acceptance of the amount provided in exchange for the Other Damages Release, as provided by Section 6.7 of the Settlement Agreement.

6.1. Allocation of Other Damages Payments. The Settlement Administrator shall assign each Class Member who qualifies for an Other Damages Payment to one of the following groups based on the Settlement Administrator's consideration of relevant factors including the amount of the Other Damages allegedly suffered, the strength of the alleged causal connection to the Covered Conduct, and the strength of any supporting documentation

submitted. To the greatest extent practicable, the Settlement Administrator shall ensure that an equal number of Class Members qualifying for Other Damages Payments are assigned to each group. The maximum value of any Other Damages Payment will be \$50,000.

Group	Ratio
Group A	12X
Group B	4X
Group C	2X
Group D	1X

6.2. Calculation of X. X will be the lesser of (a) \$4,167 or (b) the value of X as calculated using the following formula, in which asterisks (*) represent multiplication: Amount of money remaining in the Settlement Fund after the expiration of the Medical Treatment Payment checks minus any additional anticipated reasonable Notice and Administration Costs = $12*(X)*(the\ number\ of\ Class\ Members\ in\ Group\ A) + 4*(X)*(the\ number\ of\ Class\ Members\ in\ Group\ B) + 2*(X)*(the\ number\ of\ Class\ Members\ in\ Group\ C) + (X)*(the\ number\ of\ Class\ Members\ in\ Group\ D)$.

7. Residual Distributions. Each Class Member will receive a Residual Distribution, to the extent available, based on the amount of money remaining in the Settlement Fund and the allocation formula set forth below in Section 7.1. Within thirty (30) days after the checks for Other Damages Payments have all either been cashed or expired, the Settlement Administrator will send Residual Distributions to each Class Member via the preferred method selected by the Class Member on the Claim Form (or, in the case of Class Members who did not submit a Claim Form, by check); checks will be valid for ninety (90) days. Each Residual Distribution will be accompanied by a notice informing the recipient that cashing a check containing a

Residual Distribution or retaining an electronic transfer of a Residual Distribution constitutes acceptance of the amount provided (or, in the case of Class Members also receiving Other Damages Payments, acceptance of the further amount provided) in exchange for the Other Damages Release, as provided by Section 6.7 of the Settlement Agreement.

7.1. Allocation of Residual Distributions. Each Class Member shall receive a distribution of Y dollars if Y is greater than or equal to \$50. If Y is less than \$50, no Class Member will receive a Residual Distribution, and any remaining amounts in the Settlement Fund will be distributed in accordance with Section 8.

7.2. Calculation of Y. Y will be calculated using the following formula: Amount of money remaining in the Settlement Fund after the expiration of the Other Damages Payment checks minus any additional anticipated reasonable Notice and Administration Costs = Y multiplied by the number of Class Members.

8. Remaining Funds. Any remaining amounts in the Settlement Fund, including those attributable to expired or returned checks or to electronic payments that have been rejected, will be distributed to a Cy Pres Recipient as approved by the Court. Subject to Court approval, the Parties have agreed that the Cy Pres Recipient shall be the International Society for Traumatic Stress Studies. In no event will any remaining amounts in the Settlement Fund be returned to Defendant unless a party has terminated the Settlement Agreement in accordance with Section 13 of the Settlement Agreement.

1 Daniel Charest (pro hac vice pending)
2 BURNS CHAREST LLP
3 900 Jackson St., Suite 500
4 Dallas, Texas 75202
5 Telephone: (469) 904-4550
6 Facsimile: (469) 444-5002
7 dcharest@burnscharest.com

8 *Attorneys for Plaintiffs and the Proposed Class*
9 Additional counsel on signature page

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO

11 **SELENA SCOLA, ERIN ELDER, GABRIEL**
12 **RAMOS, APRIL HUTCHINS, ALLISON**
13 **TREBACZ, JESSICA SWARNER, and**
14 **GREGORY SHULMAN**, individually and on
behalf of all others similarly situated,

15 *Plaintiffs,*

16 v.

17 **FACEBOOK, INC.,**

18 *Defendant.*

Civil Action No. 18CIV05135

**DECLARATION OF DANIEL CHAREST IN
SUPPORT OF PLAINTIFFS' MOTION
FOR (1) PRELIMINARY APPROVAL OF
SETTLEMENT; (2) PROVISIONAL
CERTIFICATION OF SETTLEMENT
CLASS; (3) APPOINTMENT OF CLASS
COUNSEL; (4) APPROVAL OF NOTICE
PLAN; (5) APPROVAL OF SETTLEMENT
ADMINISTRATOR; and (6) APPROVAL OF
BELAIRE NOTICE**

Assigned for All Purposes to
Hon. V. Raymond Swope, Dept. 23

Trial Date: None Set
Complaint Filed: September 21, 2018

1 I, Daniel Charest, declare and state as follows:

2 1. I am an attorney licensed to practice in Texas, Virginia (inactive), the District of
3 Columbia, and the U.S. Virgin Islands. I have an agreed and pending *pro hac vice* admission motion in
4 this case. I am a co-founder and managing partner of Burns Charest LLP in Dallas, Texas. I serve as
5 counsel for Plaintiffs in this action. I have personal knowledge of the facts set forth herein and, if called
6 as a witness, could and would testify competently to them.

7 2. I make this declaration in support of Plaintiffs' Motion for (1) Preliminary Approval of
8 Settlement; (2) Provisional Certification of Settlement Class; (3) Appointment of Class Counsel; (4)
9 Approval of Notice Plan; (5) Approval of Settlement Administrator; and (6) Approval of *Belaire* Notice.

10 3. I have over fifteen years' experience as a trial attorney. I have played a leading role in
11 many prominent trials and class actions throughout the United States, including serving as co-lead
12 counsel for a class of homeowners whose property was damaged or destroyed by flooding in and around
13 Houston during Hurricane Harvey.¹ I have been recognized by my peers as a highly skilled litigator,
14 including being nominated to a Texas Bar Pattern Jury Charge Committee, presenting various CLE
15 events on behalf of the Texas Bar, and being recognized by peers and various publications such as Texas
16 Super Lawyers, Best Lawyers in America, and Best Lawyers in Dallas.

17 4. The gravamen of this case is Plaintiffs' allegation that Defendant Facebook, Inc.
18 ("Facebook") and its vendors failed to provide adequate workplace safeguards for Plaintiffs and the
19 members of the proposed class, despite the potentially harmful nature of their work. Plaintiffs represent
20 a proposed class of content moderators who are employed to remove potentially harmful or offensive
21 materials from Facebook. Plaintiffs allege the work requires content moderators to review graphic
22 images of extreme violence and sexual abuse for long hours under intense pressure. Repeated exposure
23 to such disturbing materials can lead to Posttraumatic Stress Disorder (PTSD) and other trauma-
24 induced disorders. Plaintiffs allege that Facebook and its vendors failed to provide adequate protections
25 and support for content moderators despite being aware of the inherent danger of the work, resulting in
26 harm to the health and well-being of the members of the proposed class.

27
28 ¹ *In re Addicks and Barker (Texas) Flood-Control Reservoirs*, Master Docket No. 17-3000L (Fed. Cl. consolidated Oct. 31, 2017).

1 5. Burns Charest attorneys conducted extensive pre-filing investigation of this case and
2 worked with co-counsel, the Joseph Saveri Law Firm, Inc. (“JSLF”) (together with Burns Charest,
3 “Plaintiffs’ Counsel”), to draft the complaint, which was filed on September 21, 2018.

4 6. Together with co-counsel, Burns Charest has aggressively pursued every aspect of this
5 case. During the discovery phase, Plaintiffs’ Counsel drafted and responded to written discovery,
6 including interrogatories and requests for production. Plaintiffs’ requests for production of documents
7 resulted in the production of approximately 55,000 documents, all of which were reviewed by Plaintiffs’
8 Counsel. Plaintiffs’ Counsel also reviewed and produced Plaintiffs’ responsive documents and
9 responded to Facebook’s interrogatories. Burns Charest defended the depositions of Plaintiffs Erin
10 Elder and Gabriel Ramos and assisted JSLF in the deposition of Facebook Vice President of Operations
11 Ellen Silver. Plaintiffs’ Counsel drafted a vigorous opposition to Facebook’s Motion for Judgment on
12 the Pleadings.

13 7. Plaintiffs’ Counsel engaged in extensive efforts to mediate the claims of the proposed
14 class before the Honorable Rebecca Westerfield (Ret.) during three day-long mediation sessions (in
15 addition to several ad hoc calls) held between October 30, 2019 and February 7, 2020, when a
16 settlement was reached in principle. These settlement negotiations were intense, arm’s-length
17 negotiations in which Plaintiffs’ Counsel fought vigorously to ensure a positive outcome for Plaintiffs
18 and the proposed class. Once the settlement in principle was reached, negotiations turned to the terms
19 of the Settlement Agreement. Alongside co-counsel, Burns Charest met and conferred with Facebook’s
20 counsel on multiple occasions, hammering out the details of the Settlement Agreement at length. These
21 interactions, like the mediation sessions that preceded them, were tough-minded, arm’s-length
22 negotiations that resulted in a just and fair outcome for the proposed class.


23 8. Under the terms of the Settlement Agreement, Facebook will provide a cash payment of
24 \$52 million that (a) will enable the proposed class to obtain complete and adequate treatment of PTSD
25 and other covered diagnoses and (b) will provide compensation for damages suffered by proposed class.
26 Facebook and its vendors will also be required to implement workplace safeguards and support
27 measures to protect content moderators from the harmful effects of their work. To that end, content
28 moderators will have increased control over how they review potentially traumatic materials,

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improvements to the content viewing platform to mitigate the harmful effects of the work, regular training and support sessions to help them build resilience, and access to on-site licensed mental health professionals sufficient in number to ensure that all content moderators can have regular sessions with counselors and receive one-on-one counseling sessions on a prioritized basis.

9. I believe that the Settlement Agreement represents a fair and just outcome for the proposed class. It provides compensation and remediation for the harms Plaintiffs allege were caused by Facebook's past failure to provide a safe workplace environment for its content moderators. And it ensures that future content moderators will work in a safer environment with greater support and sufficient mental health professionals to address any mental health issues as they arise.

I declare under penalty of perjury and the laws of the United States that the foregoing is true and correct and this Declaration is executed in Dallas, Texas on May 8, 2020.

By: 
Daniel Charest

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO

SELENA SCOLA, ERIN ELDER, GABRIEL RAMOS, APRIL HUTCHINS, KONICA RITCHIE, ALLISON TREBACZ, JESSICA SWARNER, and GREGORY SHULMAN,
individually and on behalf of all others similarly situated,

Plaintiffs,

v.

FACEBOOK, INC.,

Defendant.

Civil Action No. 18CIV05135

DECLARATION OF HON. REBECCA WESTERFIELD (RET.)

Date: TBD
Time: TBD

Assigned for All Purposes to
Hon. V. Raymond Swope, Dept. 23

Trial Date: None Set
Complaint Filed: September 21, 2018

I, Rebecca Westerfield, declare:

1. I worked as a neutral with the parties to arrive at a settlement of this case, and submit this declaration in that capacity. I have personal knowledge of the facts set forth herein. If called as a witness, I could and would testify competently to them.

2. I am a mediator and arbitrator employed by JAMS, the largest provider of alternative dispute resolution services worldwide. I have been a full-time neutral at JAMS since 1992. From 1987-1992, I served as a judge in the Circuit Court of Jefferson County, Kentucky. My experience as a neutral includes mediating settlements in thousands of cases throughout the United States. I have extensive experience with complex, multi-party and multi-issue cases, including class actions. I

Civil Action No. 18-CIV-05135

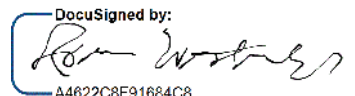
1 currently serve on the ADR panel for the U.S. District Court for the Northern District of California. I
2 was ranked in the 2020 edition of *Chambers USA: America's Leading Lawyers for Business* in the
3 nationwide Mediators list. My curriculum vitae is attached as Exhibit A.

4 3. I was retained by the parties in this action to oversee their settlement discussions. The
5 settlement was accomplished only after multiple full day mediation sessions, telephone calls, and other
6 communications among and between myself and counsel. To that end, we held three full-day mediation
7 sessions, on October 30, 2019, December 9, 2019, and February 7, 2020. Telephone conferences took
8 place both prior to, during, and after that period.

9 4. The parties made extensive presentations during the mediation sessions. This included
10 participation by plaintiffs, Facebook employees, counsel for the respective parties, and consultants.

11 5. Based on my experience as a mediator, it is my view that the settlement was achieved
12 through intense, arm's-length negotiations in which counsel for both sides vigorously represented their
13 respective interests.

14 I declare under penalty of perjury and the law of the State of California that the foregoing is true
15 and correct and to the best of my knowledge. Executed in San Francisco, California, this 8th day of May
16 2020.

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18 By: 
19 Rebecca Westerfield
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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO

**SELENA SCOLA, ERIN ELDER, and
GABRIEL RAMOS, APRIL HUTCHINS,
ALLISON TREBACZ, JESSICA SWARNER,
and GREGORY SHULMAN**, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

FACEBOOK, INC.,

Defendant.

Civil Action No. 18CIV05135

**DECLARATION OF PATRICIA WATSON,
Ph.D., IN SUPPORT OF PLAINTIFFS'
MOTION FOR (1) PRELIMINARY
APPROVAL OF SETTLEMENT; (2)
PROVISIONAL CERTIFICATION OF
SETTLEMENT CLASS; (3)
APPOINTMENT OF CLASS COUNSEL; (4)
APPROVAL OF NOTICE PLAN; (5)
APPROVAL OF SETTLEMENT
ADMINISTRATOR; and (6) APPROVAL OF
BELAIRE NOTICE**

Assigned for All Purposes to
Hon. V. Raymond Swope, Dept. 23

Trial Date: None Set
Complaint Filed: September 21, 2018

1 I, Patricia Watson, declare and state as follows:

2 1. I am making this declaration in support of Plaintiffs' Motion for (1) Preliminary Approval
3 of Settlement; (2) Provisional Certification of Settlement Class; (3) Appointment of Class Counsel; (4)
4 Approval of Notice Plan; (5) Approval of Settlement Administrator; and (6) Approval of *Belaire* Notice.

5 2. I am a clinical psychologist working at the VA National Center for PTSD. Prior to joining
6 the National Center for PTSD in 1998, I was an active-duty Navy psychologist for eight years. I am a co-
7 author of the VA's Psychological First Aid Field Guide and Skills for Psychological Recovery (SPR)
8 Manual, designed to intervene in the immediate and intermediate phases after disasters and terrorism. I
9 am also a co-author of the Combat Operational Stress First Aid peer support intervention, and Stress
10 First Aid for Firefighters and Emergency Services Personnel, versions of which have been adapted for
11 law enforcement professionals, forest firefighters, healthcare workers, pretrial and probation officers,
12 and rail workers. I have co-edited three books on disaster behavioral health interventions, as well as
13 numerous articles, guidance documents, courses, and chapters on disaster mental health. I have
14 specialized in combat and operational stress, early intervention, and resilience. My education includes a
15 doctoral degree in clinical psychology from Catholic University, and a postgraduate fellowship in
16 pediatric psychology at Harvard Medical School.

17 3. I began work with Plaintiffs' counsel in January 2019 and was retained on February 15,
18 2019. I was asked to create a set of safeguards designed to protect content moderators working for
19 Facebook and its vendors who review images and videos depicting extreme violence, sexual abuse, and
20 other disturbing material as part of their employment.

21 4. Occupations that expose workers to traumatic experiences put those workers at risk of
22 developing mental health problems. Organizational factors that put people at higher risk for negative
23 stress reactions such as PTSD include lack of or little training, less organizational satisfaction, poor
24 support from leadership, high workload, poor teamwork and lack of feeling supported or validated by
25 colleagues. Psychological burdens increase with the degree of intensity of the content as well as the
26 frequency of contact with the material.

27 5. Changes to the work environment can mitigate the risk of developing PTSD for Content
28 moderators. Salutary changes promoting resilience for Content moderators include contact with

1 experienced colleagues, support through supervisors and managers, successful outcomes in work,
2 gradual introduction to images, allowing time to prepare mentally, remaining analytical, flexibility at
3 work, taking breaks, determining the best time and location to view the disturbing materials, education
4 on coping strategies in the workplace, acknowledging the risks associated with trauma work and
5 planning one's work in light of this, and having supervisors who are sensitive to reactions of employees.
6 Outside of work, protective factors have included strong family, friends and interests outside the work,
7 use of adaptive thinking and active problem-solving strategies, getting exercise, and seeking counseling.

8 6. Extended viewing of such disturbing materials can lead to the development of
9 Posttraumatic Stress Disorder (PTSD) and other trauma-related disorders. My experience and training
10 has taught me that a stepped care approach is the most effective way to provides safeguards to protect
11 workers' mental health. The stepped care model progresses from immediate instrumental support for all
12 employees experiencing traumatic exposure, through a series of steps designed to: (a) provide support
13 and assistance at the levels requested or required at each step of the progression; and (b) ensure that
14 emerging mental health diagnoses and problems are proactively identified and treated in a timely and
15 effective manner.

16 7. A stepped care approach begins with candid and informative intake interviews that
17 introduce the candidate to the nature of the work. Candidates should have an opportunity to speak with
18 current content moderators and should be gradually introduced to the type of materials he or she will be
19 reviewing. Managers should assess whether the candidate will be able to handle the work, and the
20 candidate should have an opportunity to assess whether the work is right for him or her.

21 8. Once hired, monthly group sessions with a licensed health care provider should be
22 required to train content moderators to build resilience by developing individual safety plans, which can
23 include elements such as: identifying unique stress indicators; taking regular breaks; engaging in
24 mindfulness activities; talking to others, particularly those more experienced in the work; attending
25 counseling or wellness activities; regularly employing simple stress-reduction practices; reviewing
26 values and goals; and taking time off. Content moderators should be trained to recognize the signs of
27 potential mental health issues early on, so that nascent problems can be treated and resolved before they
28 develop into disorders.

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO

SELENA SCOLA, ERIN ELDER, GABRIEL RAMOS, APRIL HUTCHINS, ALLISON TREBACZ, JESSICA SWARNER, and GREGORY SHULMAN, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

FACEBOOK, INC.,

Defendant.

Civil Action No. 18CIV05135

DECLARATION OF SONYA NORMAN, Ph.D., IN SUPPORT OF PLAINTIFFS’ MOTION FOR (1) PRELIMINARY APPROVAL OF SETTLEMENT; (2) PROVISIONAL CERTIFICATION OF SETTLEMENT CLASS; (3) APPOINTMENT OF CLASS COUNSEL; (4) APPROVAL OF NOTICE PLAN; (5) APPROVAL OF SETTLEMENT ADMINISTRATOR; and (6) APPROVAL OF BELAIRE NOTICE

Assigned for All Purposes to
Hon. V. Raymond Swope, Dept. 23

Trial Date: None Set
Complaint Filed: September 21, 2018

1 I, Sonya Norman, declare and state as follows:
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3 1. I am making this declaration in support of Plaintiffs' Motion for (1) Preliminary Approval
4 of Settlement; (2) Provisional Certification of Settlement Class; (3) Appointment of Class Counsel; (4)
5 Approval of Notice Plan; (5) Approval of Settlement Administrator; and (6) Approval of *Belaire* Notice.

6 2. I am a clinical psychologist and researcher in the treatment of Posttraumatic Stress
7 Disorder (PTSD) and addictions and in the implementation of evidence-based treatments for PTSD. I
8 currently serve as the Director of the PTSD Consultation Program at the VA National Center for
9 PTSD, and as a Professor of Psychiatry at the University of California San Diego School of Medicine. I
10 previously served as Director of the San Diego VA's PTSD treatment program and as a member of the
11 VA/DoD PTSD Clinical Practice Guideline Work Group. I have conducted extensive research into the
12 treatment of PTSD and other trauma-related disorders. I have authored over 120 publications related to
13 PTSD, addiction, and other disorders related to traumatic experiences, including extensive research into
14 the effectiveness of prolonged exposure therapy. I have served as the principal investigator on research
15 grants relating to PTSD that have received over \$7 million in funding and as a mentor, consultant, or co-
16 investigator on numerous other PTSD-related research projects. My clinical practice includes treating
17 patients with PTSD and other trauma-related disorders and is informed by my research. I am a graduate
18 of Vassar College and received my PhD in counseling psychology from Stanford University.

19 3. I began work with Plaintiffs' counsel on December 14, 2018 to create a proposed plan for
20 the treatment of workers who had developed PTSD or other trauma-related conditions resulting from
21 their work reviewing highly disturbing materials for Facebook or its vendors.

22 4. Based on conversations with Plaintiffs' counsel, my review of Plaintiffs' complaint, and
23 my own independent research, I understand that certain workers, known as content moderators, who
24 are employed by Facebook's vendors, review videos, images, and other materials that Facebook users
25 have flagged as being objectionable, offensive, or otherwise in violation of Facebook's Community
26 Standards in order to determine whether the materials should be withdrawn from public access. Content
27 moderators may view videos and images of extreme violence, including beheadings, murders, suicides,
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1 sexual abuse, torture, and the killing and abuse of animals. Content moderators may be regularly
2 exposed to such potentially traumatic material.

3 5. Trauma exposure like that suffered by content moderators can cause PTSD. Indeed, the
4 current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM-5) states that PTSD
5 can be caused by “[e]xposure to actual or threatened death serious injury, or sexual violence [by]
6 **experiencing repeated or extreme exposure to aversive details of the traumatic event(s) . . .**”¹ The
7 DSM-5 expressly states that work-related exposure through electronic media, such as the exposure
8 experienced daily by Facebook content moderators, can lead to PTSD.²

9 6. Trauma exposure can also cause depression, anxiety disorders, and other stress-related
10 disorders, and functional problems such as relationship difficulties or decreased ability to function in job
11 roles.

12 7. Most people who develop mental health disorders following trauma exposure develop
13 more than one mental disorder. For example, half of people with PTSD have three or more disorders,
14 and only 20% of people with PTSD do not have an additional psychiatric diagnosis. Other common
15 problems that develop or are exacerbated following trauma exposure and that can heavily impact quality
16 of life and ability to function include relationship difficulties, anger, suicidality, and emotional distress.

17 8. I was asked to develop a program of treatment for current and former content moderators
18 who develop PTSD or other disorders as a result of trauma exposure through their work for Facebook. I
19 relied on my research and my clinical experience to create a proposal that would ensure comprehensive,
20 empirically validated assessment and evidence-based treatment to effectively treat PTSD and other
21 trauma-related disorders. My proposal includes provisions for psychotherapy with licensed clinical
22 professionals trained in evidence-based treatment techniques, as well as the use of prescription
23 medications shown to be effective in the treatment of these disorders.

24 9. Though I did not consider costs when I developed my proposed treatment plan, instead
25 focusing solely on the most effective course of treatment, I did separately estimate the cost to put that
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27 ¹ Am. Psychiatric Ass’n, *Diagnostic and Statistical Manual of Mental Disorders* 271 (5th ed. 2013)
28 (emphasis added).

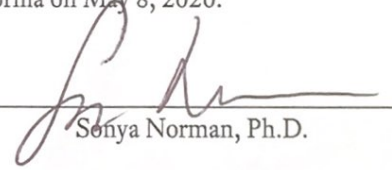
² *Id.*

1 plan into action, so that Plaintiffs' counsel could negotiate in good faith for an effective resolution. I
2 considered prevalence rates for PTSD and other trauma-related disorders, which I drew from peer-
3 reviewed literature, and applied prevailing fees for psychotherapists and psychologists in the areas
4 where Facebook content moderators are employed. In this way I was able to estimate the amount of
5 money necessary to ensure effective treatment for the members of the proposed class.

6 10. I understand that Plaintiffs' counsel relied on my treatment plan and cost estimate in
7 negotiating with Facebook in order to ensure that the settlement amount was sufficient to provide
8 effective treatment for all content moderators that needed it.

9 11. I have reviewed the Settlement Agreement between Plaintiffs and Facebook. It is my
10 belief that the Settlement Agreement will accomplish the goal of providing adequate treatment to any
11 content moderator that needs it.

12 I declare under penalty of perjury and the laws of the United States that the foregoing is true and
13 correct and this Declaration is executed in San Diego, California on May 8, 2020.

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15 By: 
16 Sonya Norman, Ph.D.

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