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18 SUPERIOR COURT OF CALIFORNIA

19 COUNTY OF SAN MATEO

20 **SELENA SCOLA, ERIN ELDER, GABRIEL**
21 **RAMOS, APRIL HUTCHINS, KONICA**
22 **RITCHIE, ALLISON TREBACZ, JESSICA**
23 **SWARNER, and GREGORY SHULMAN,**
24 individually and on behalf of all others similarly
25 situated,

26 *Plaintiffs,*

27 v.

28 **FACEBOOK, INC.,**

Defendant.

Civil Action No. 18-CIV-05135

**PLAINTIFFS' RENEWED NOTICE OF
MOTION AND UNOPPOSED MOTION
FOR ATTORNEYS' FEES,
REIMBURSEMENT OF COSTS AND
SERVICE AWARDS**

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

Date: June 21, 2021

Dept.: 23

Time: 3:00 p.m.

Trial Date: None Set

2nd Amended Complaint Filed: June 30, 2020

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1 **I. INTRODUCTION**

2 Plaintiffs file this renewed motion for an award granting attorneys’ fees, reimbursement of costs,
3 and service awards for the Class Representatives who brought this class action and created a substantial,
4 beneficial recovery for the benefit of the Class. Pursuant to the Court’s June 10, 2021 direction this
5 motion focuses on events taking place after November 20, 2020. The previously filed Declarations of
6 Daniel Charest, William Most, Elizabeth Enlund, Selena Scola, Erin Elder, Gabriel Ramos, Allison
7 Trebacz, Jessica Swarner, Gregory Shulman, and April Hutchins, submitted herewith, summarize the
8 events up to October 9, 2020. (*See* Declaration of Steven N. Williams in Support of Plaintiffs’ Renewed
9 Notice Of Motion And Unopposed Motion For Attorneys’ Fees, Reimbursement Of Costs And Service
10 Awards [“Williams Decl.”], ¶¶ 3,4, 30-36, Exs. 2, 3, 6-12; Declaration of Elizabeth Enlund in Support
11 of Plaintiffs’ Renewed Notice Of Motion And Unopposed Motion For Attorneys’ Fees, Reimbursement
12 Of Costs And Service Awards [“Enlund Decl.”], ¶¶ 2-5, Exs. 1-4.)

13 The Settlement encompasses all claims Plaintiffs asserted or could have asserted in their Second
14 Amended Consolidated Complaint on behalf of themselves and the proposed Settlement Class (the
15 “Class”). The Class consists of all persons who performed content moderation work for Facebook in
16 California, Arizona, Texas, or Florida as an employee or subcontractor of one or more Facebook
17 Vendors¹ at any time from September 15, 2015 to August 14, 2021 (the date of preliminary approval of
18 the proposed Settlement).

19 The Settlement reflects an extraordinary recovery for the members of the Class (“Class
20 Members”). It provides \$52,000,000.00 from Facebook for Screening, Medical Treatment, and Other
21 Damages Payments, as well as the establishment of significant workplace reforms and improvements
22 valued by Plaintiffs’ expert at \$34,200,000.00. While the combined value of the relief obtained by the
23 Settlement is in excess of \$80,000,000.00, Plaintiffs have based their request for attorneys’ fees on a
24 base of the cash consideration paid by Facebook only, seeking 30 % of the \$52,000,000.00 lump sum
25
26
27

28 ¹ Capitalized terms used in this motion have the meanings and/or definitions ascribed to them in the Settlement Agreement. (*See* Williams Decl., Ex. 1 [“Settlement”].)

1 payment after reimbursement of costs. There have been no objections to the request for attorneys' fees,
2 reimbursement of costs, and service awards for the Class Representatives.

3 **II. SUMMARY OF THE LITIGATION**

4 Plaintiff Selena Scola filed this suit on behalf of Content Moderators living in California who
5 reviewed graphic and objectionable material posted to Facebook's platform on behalf of Facebook to
6 determine whether the material violated Facebook's Community Standards. The complaint alleged that
7 Facebook and its vendors² failed to provide the workplace safety necessary to perform content
8 moderation in a healthy and sustainable manner. The complaint alleged that Facebook's conduct
9 increased Class Members' risk of sustaining serious mental health and other injuries, including PTSD.
10 Approximately six months after the original complaint was filed, Erin Elder and Gabriel Ramos joined
11 Ms. Scola as Class Representatives in an amended complaint. Additional Class Representatives April
12 Hutchins, Konica Ritchie, Allison Trebacz, Jessica Swarner, and Gregory Shulman later joined a further
13 amended complaint, asserting claims on behalf of a putative class of Content Moderators in California,
14 Texas, Arizona, and Florida.

15 The complaints in this case were based upon extensive research which began in early 2018.
16 (Williams Decl. at ¶5.) This research focused on the conditions experienced by Content Moderators
17 reviewing content for Facebook, the symptoms they were experiencing, and the legal theories available to
18 remedy the harm believed to be occurring. (*Id.*) The primary goals of the action were to improve the
19 workplace safety of Content Moderators reviewing content for Facebook and to ensure that diagnoses
20 and treatment would be available to the Class Members. (*Id.*)

21 Over the course of the litigation, the parties engaged in extensive discovery. (*Id.* at ¶10.)
22 Settlement Class Counsel drafted and propounded interrogatories and requests for production and
23 fought vigorously to obtain relevant discovery from Facebook. (*Id.*) The parties engaged in Court-
24 ordered in-person meet-and-confer sessions which included Facebook personnel and ESI consultants.
25 (*Id.*) This effort eventually resulted in Facebook producing over 450,000 pages of discovery, which
26 Settlement Class Counsel carefully reviewed. (*Id.*) In addition, Settlement Class Counsel deposed

27 _____
28 ² The original complaint named Pro Unlimited, Inc., a Facebook Vendor that employed Ms. Scola, as a Defendant. Pro Unlimited was dropped from the Amended Complaint.

1 Facebook Vice President of Operations Ellen Silver. (*Id.*) At the time the parties entered into a stay to
2 pursue resolution, Plaintiffs had raised and were prepared to pursue discovery issues with the Court
3 including requests for the depositions of Facebook Executives Mark Zuckerberg and Sheryl Sandberg.
4 (*Id.*)

5 Plaintiffs also provided substantial discovery. (*See* Williams Decl., Ex. 10 [Declaration of Selena
6 Scola in Support of Plaintiffs’ Motion for Attorneys’ Fees, Reimbursement of Costs, and Service
7 Awards (“Scola Decl.”)] at ¶9; Ex. 11 [Declaration of Gabriel Ramos in Support of Plaintiffs’ Motion for
8 Attorneys’ Fees, Reimbursement of Costs, and Service Awards (“Ramos Decl.”)] at ¶5; Ex. 12
9 [Declaration of Erin Elder in Support of Plaintiffs’ Motion for Attorneys’ Fees, Reimbursement of
10 Costs, and Service Awards (“Elder Decl.”)] at ¶5.) This included full-day depositions of Erin Elder and
11 Gabriel Ramos. (Ramos Decl. at ¶5; Elder Decl. at ¶5.) Settlement Class Counsel also drafted and served
12 responses to Facebook’s written discovery and engaged in a substantial meet-and-confer process on the
13 responses. (Williams Decl. at ¶¶10-11.) Throughout that process, Settlement Class Counsel gathered,
14 reviewed, and produced documents in response to Facebook’s discovery requests. (*Id.*)

15 The parties also engaged in extensive motion practice and discovery briefing. (*Id.* at ¶11.)
16 Facebook filed a motion to compel discovery and a motion for judgment on the pleadings. (*Id.*) Both
17 motions were fully briefed and ripe for adjudication. (*Id.*) The motion for judgment on the pleadings, if
18 granted, could have resulted in dismissal of Plaintiffs’ class claims and three of their four causes of
19 action. (*Id.*) The parties also submitted twelve discovery letter briefs concerning disputes over
20 custodians, search terms, requests for production of documents, and the scope of discovery. (*Id.*) The
21 motions were pending when the parties agreed to discuss resolution. (*Id.*)

22 Settlement Class Counsel and Facebook engaged in three all-day mediation sessions over the
23 course of four months in a process that was overseen by the Hon. Rebecca Westerfield (Ret.). (*Id.* at
24 ¶12.) Each mediation session was hard-fought and vigorously advocated, and the parties continued to
25 work through the framework of a settlement in the period between each mediation session. (*Id.*)
26 Settlement Class Counsel worked closely with their retained experts, both preeminent psychologists in
27 the field of trauma-related injuries, as they developed an allocation and treatment plan that would best
28 serve the Class. (*Id.* at ¶13; *see also id.*, Ex. 4 [Declaration of Sonya Norman, Ph.D., in Support of

1 Plaintiffs’ Motion for Attorneys’ Fees, Reimbursements of Costs, and Service Awards (“Norman
2 Decl.”)] at ¶8; Ex. 5 [Corrected Declaration of Patricia Watson, Ph.D., in Support of Plaintiffs’ Motion
3 for Attorneys’ Fees, Reimbursements of Costs, and Service Awards (“Watson Decl.”)] at ¶¶3, 8-16.)

4 On February 7, 2020, at the end of the third full day of mediation, the parties reached an
5 agreement in principle on the terms of a settlement. (Williams Decl. at ¶12.) Over the weeks that
6 followed, counsel for both parties engaged in further extensive negotiations before eventually agreeing to
7 the final terms of the Settlement Agreement and Distribution Plan. (*Id.*; *see generally* Settlement.)
8 Plaintiffs presented the Settlement to the Court and on August 14, 2020, following a hearing, the Court
9 issued an Order (“Preliminary Approval Order”) granting preliminary approval of the Settlement. (*Id.* at
10 ¶ 15).

11 Plaintiffs filed their first Motion for Final Approval of the Settlement on November 6, 2020, and
12 the Court held a hearing on November 20, 2020. (Williams Decl. at ¶16.) On November 24, 2020,
13 Plaintiffs filed corrected and amended documents as directed by the Court. (*Id.*)

14 The next day, on November 25, 2020, the Settlement Administrator informed Settlement Class
15 Counsel that it had received a new data file from one of the Facebook Vendors that contained the
16 records for Class Members who had not been previously identified and therefore some potential Class
17 Members may not have received notice of the Settlement. (*Id.* at ¶17; Enlund Decl., Ex. 4 at ¶3).
18 Settlement Class Counsel promptly notified the Court of this development by e-mail on November 27,
19 2020 and undertook an extensive investigation, ultimately determining that 5,419 Class Members had
20 been omitted from the data files that certain Facebook Vendors provided to the Settlement
21 Administrator and that these Class Members, therefore, had not received notice. (Williams Decl. at ¶17.)

22 On March 4, 2021, Plaintiffs moved the Court to approve a Supplemental Notice Program to
23 ensure that all Class Members would receive notice of the Settlement and of their rights as Class
24 Members. In their motion, Plaintiffs addressed four concerns of the Court, including whether the
25 Settlement is fair, reasonable, and adequate given the size of the Class. (*See gen.* Plaintiffs’ Renewed
26 Notice of Motion and Motion to Approve Supplemental Notice Program at § D.) On April 19, 2021, the
27 Court granted the motion. The Supplemental Notice Program has been implemented and is now
28 complete, providing all Class Members with another round of notice including links to all important

1 court filings and orders of the Court. (Endlund Decl. at ¶¶6-24; Williams Decl. at ¶21 .) On June 4,
2 2021, Plaintiffs filed their Renewed Motion for Final Approval of the Settlement.

3 **III. SUMMARY OF THE SETTLEMENT**

4 As detailed more fully in the Settlement, Facebook has agreed to deposit a non-reversionary
5 payment of \$52 million into the Settlement Fund as compensation for the release of the Class Members’
6 claims under the terms specified in the Settlement. (*See* Settlement at § 3.1.) That payment, which will
7 be made within fifteen days of the Effective Date of the Settlement, will also cover any award for
8 attorneys’ fees and expenses, service awards to the class representatives, and settlement administration
9 costs. (*Id.* at §§ 3.1 & 4.1; Appendix A [“Distribution Plan”] at § 1.)

10 The Settlement Agreement provides that every Class Member will receive a single payment of
11 \$1,000 that the Class Member may use for medical diagnostic screenings. (Distribution Plan at § 2.)
12 Class Members who are diagnosed with a Qualifying Diagnosis, such as PTSD, will have the option of
13 submitting a claim for a Medical Treatment Payment. (*Id.* at § 5.) Class Members who are diagnosed
14 with a Qualifying Diagnosis will also have the option of submitting a claim for an Other Damages
15 Payment (*i.e.*, further payment for consequential and other damages the Class Member contends were
16 caused by content moderation work for Facebook). (*Id.* at § 6.) In exchange for an Other Damages
17 Payment, these Class Members—and these Class Members only—will give Facebook a full release of all
18 claims arising from or relating to the conduct alleged in this action. (Settlement at § 6.7 & Distribution
19 Plan at § 6.) The Other Damages Payments will be tiered to reflect the amount of damages allegedly
20 suffered, and these payments are capped at \$50,000. (Distribution Plan at § 6.1.) Class Members who do
21 not submit claims for Other Damages Payments will retain their right to assert individual Other Damages
22 Claims in a streamlined arbitration but will waive the ability to assert those claims on a class or aggregate
23 basis or in court. (Settlement at § 6.5.) The Distribution Plan is designed with the goal that no funds
24 remain following disbursements to Class Members, but if any funds do remain, the Plan provides that
25 they will be donated to a *cy près* recipient to be approved by this Court. (Distribution Plan at §§ 7 & 8.)

26 Although Facebook denies Plaintiffs’ allegations and denies that its conduct violates any law, it
27 has agreed to address Plaintiffs’ concerns by making certain business practice enhancements. These
28 remedies track industry best practices identified by Settlement Class Counsel in conjunction with retained

1 experts in the treatment of individuals exposed to trauma. The safeguards plan developed with these
2 experts' input consists of: (1) tooling enhancements designed to provide Content Moderators with more
3 control over how they view content to help mitigate the potential effects of viewing graphic or disturbing
4 content; (2) training and support designed to help Content Moderators build resilience and learn to cope
5 with the stress of viewing potentially graphic or disturbing material; and (3) coaching and other support
6 by licensed mental health counselors for those Content Moderators who need it. Among other things,
7 Facebook has agreed to require Facebook Vendors to implement the following business practice
8 enhancements within 60 days after the Effective Date of the Settlement:

- 9 • Retain clinicians who are licensed, certified, and experienced in the area of mental health
10 counseling in a number sufficient to ensure coverage during all shift hours, (Settlement at
11 § 5.1.1(i));
- 12 • Conduct resiliency pre-screening and assessments as part of their recruitment and hiring
13 processes, (*id.* at § 5.1.1(ii));
- 14 • Make individual one-on-one coaching or wellness sessions available to Content
15 Moderators within the first month of onboarding and throughout employment and
16 prioritize scheduling those sessions within one week or less, (*id.* at § 5.1.1(iii));
- 17 • Make group wellness sessions available on a monthly basis, (*id.* at § 5.1.1(iv));
- 18 • Make weekly one-on-one coaching or wellness sessions available to Content Moderators
19 who are assigned to Community or Product Data Operations review projects determined
20 by Facebook to involve regular exposure to graphic and objectionable content, (*id.* at §
21 5.1.1(v));
- 22 • Ensure that a Content Moderator who requests to speak with a clinician on an expedited
23 basis can do so within the next working day, (*id.*);
- 24 • Provide Content Moderators with clear guidelines for how and when they may remove
25 themselves from a specific task involving potentially traumatic material, (*id.* at §
26 5.1.1(vi));

- 1 • Provide Content Moderators with information regarding these psychological support
2 resources and Facebook’s whistleblower hotline for reporting Vendor violations of these
3 business practice enhancements, (*id.* at § 5.1.1(vii)); and
- 4 • Post the information described above at every Content Moderator’s workstation, (*id.* at
5 § 5.1.1(viii)).

6 In addition, Facebook has agreed to implement standardized resiliency requirements across all Facebook
7 Vendors, (*id.* at § 5.1.2), to require that Facebook Vendors submit to both formal audits and
8 unannounced on-site compliance reviews, (*id.* at § 5.1.2(ii)), and to allow Content Moderators to use
9 Facebook’s whistleblower hotline to report any failure by a Facebook Vendor to implement these
10 business practice enhancements. (*Id.* at § 5.1.3.)

11 Facebook will also continue to roll out a suite of Well-Being Preference tools on the Single
12 Review Tool platform used by Content Moderators. (*Id.* at §§ 5.1.5–.7.) This will allow Content
13 Moderators to change default settings in ways that may mitigate the exposure to potentially graphic or
14 disturbing material, including:

- 15 • Viewing images in black and white, (*id.* at § 5.1.5(i));
- 16 • Blurring images, (*id.* at § 5.1.5(ii));
- 17 • Blocking faces within images posted to Facebook, (*id.* at § 5.1.5(iii));
- 18 • Blurring video previews, (*id.* at § 5.1.5(iv)); and
- 19 • Auto-muting videos on start, (*id.* at § 5.1.5(v)).

20 Facebook also will continue to roll out the following additional tooling enhancements:

- 21 • The ability to preview videos using thumbnail images when technically feasible, (*id.* at §
22 5.1.6(i)); and
- 23 • Default settings preventing automatic video playback, (*id.* at § 5.1.6(ii)).

24 These business practice and tooling enhancements are measures intended to mitigate the possible
25 effects of exposure to potentially graphic and disturbing material. These measures were evaluated by
26 Settlement Class Counsel with significant input from two nationally recognized experts in posttraumatic
27 stress. (*See* Williams Decl. at ¶¶6-8, Ex. 4 [“Norman Decl.”], Ex. 5 [“Watson Decl.”]) Sonya Norman,
28 Ph.D., is the Director of the PTSD Consultation Program at the VA National Center for PTSD and has

1 authored more than 100 publications related to PTSD and associated problems. (Norman Decl. at ¶2.)
2 Patricia Watson, Ph.D., is a Senior Educational Specialist for the VA National Center for PTSD, where
3 she has specialized in early intervention and resilience since 1998 and has co-authored several field
4 guides for handling trauma-induced stress, developing resilience, and recovering from traumatic events;
5 these guides have been used by combat soldiers, firefighters, emergency services personnel, law
6 enforcement professionals, and nurses. (Watson Decl. at ¶2.) For over a year, Drs. Norman and Watson
7 advised Settlement Class Counsel regarding the types of business practice enhancements and resiliency
8 measures that would appropriately address the wrongdoing alleged by Plaintiffs. (*See generally* Norman
9 Decl. & Watson Decl.)

10 **IV. THE CLASS MEMBERS RECEIVED THE BEST PRACTICABLE NOTICE**

11 The parties worked hard to negotiate a robust, expanded notice plan that would both satisfy the
12 Court and maximize the likelihood of reaching potential Class Members. Beyond the email notice
13 described in the Notice Plan, Settlement Class Counsel, of their own volition and at their own expense,
14 additionally mailed a notice postcard to every Class Member. Now that the Supplemental Notice
15 Program has been completed, Settlement Class Counsel are confident that all Class Members have
16 received the best practicable notice.

17 After learning just after November 20, 2020 that certain potential Class Members did not receive
18 notice, Settlement Class Counsel undertook a thorough investigation with the Claims Administrator,
19 Facebook and Facebook's Vendors. (Williams Decl. at ¶22.) Once Settlement Class Counsel were
20 confident that Facebook's Vendors had sufficiently identified all Class Members, Settlement Class
21 Counsel set out to ensure that these potential Class Members were provided the best possible notice. (*Id.*
22 at ¶23.) To that end, Plaintiffs sought the Court's approval of the Supplemental Notice Program to
23 ensure that all Class Members would be afforded the same notice and be apprised of their rights as Class
24 Members. (*See id.*) The Court granted the motion on April 19, 2021, and the Supplemental Notice
25 Program commenced immediately thereafter. The Supplemental Notice Program has now been
26 successfully implemented (*see generally* Endlund Decl.), and all Class Members have received the best
27 practicable notice, exceeding that given in most class actions.

1 **V. PLAINTIFFS' REQUEST FOR ATTORNEYS' FEES AND REIMBURSEMENT OF**
2 **LITIGATION COSTS IS REASONABLE**

3 Settlement Class Counsel request the same attorneys' fee award, reimbursement of expenses,
4 and service awards as were requested in Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Costs,
5 and Service Awards to Class Representatives ("Motion for Attorneys' Fees"), filed October 9, 2020.
6 Settlement Class Counsel seek an attorneys' fee award of \$15,600,000, which is thirty-percent (30%) of
7 the \$52,000,000 monetary component of the Settlement Fund. (Mtn. for Attorneys' Fees, p. 11.) and
8 18% of the Settlement's value when the value of the workplace changes agreed to by Facebook are
9 included. Class Counsel also seek reimbursement of out-of-pocket expenses of \$180,881.06. (Williams
10 Decl. at ¶27.) Class Counsel had invested a collective lodestar of \$3,901,860 worth of time through
11 October 9, 2020. (*Id.*) Using that lodestar, the requested fee represents a modest multiplier of just less
12 than four times the lodestar. This multiplier is even more reasonable in light of the considerable amount
13 of additional work Settlement Class Counsel has performed since Plaintiffs moved for final approval of
14 the Settlement in November, 2020. (*See* Williams Decl. at ¶28.) This additional work consisted of
15 ensuring that proper notice was given, analysis of the reports provided by the Settlement Administrator,
16 additional motion briefing to request approval of the Supplemental Notice Program and the Renewed
17 Motion for Final Approval of Settlement, supervision of the notice process, and communications with
18 Class Members that will carry on for years. (*Id.*)

19 Under California law, the requested fee is fair, reasonable, and appropriate in light of all relevant
20 factors, in particular the extraordinary relief obtained for Class Members and the unprecedented nature
21 of the claims. (*Lafitte v. Robert Half Internat. Inc* (2016) 1 Cal. 5th 480, 503-505 [approving percentage-of-
22 the-fund method with a lodestar crosscheck for awards of attorneys' fees in class actions].) The primary
23 calculation is the determination of an appropriate percentage, which is within the Court's discretion.
24 The lodestar crosscheck permits adjustments if the multiplier shown by the crosscheck is
25 "extraordinarily high or low." (*Id.* at 505.) It is respectfully submitted that a lodestar crosscheck of
26 under 4 is not extraordinarily high under California law. (*See, e.g., Wershba v. Apple Computer, Inc.*,
27 (2001) 91 Cal. App. 4th 224, 229, 110 Cal. Rptr. 2d 145, *disapproved of on other grounds by Hernandez v.*
28

1 *Restoration Hardware, Inc.*, (2018) 4 Cal. 5th 260, 409 P.3d 281 [“Multipliers can range from 2 to 4 or
2 even higher.”].)

3 **A. The Requested Fees Should Be Approved Under The Percentage-of-the-Recovery**
4 **Method.**

5 The percentage-of-the-recovery method has several advantages for the calculation of attorneys’
6 fees. Among them are the “relative ease of calculation, alignment of incentives between counsel and the
7 class, a better approximation of market conditions in a contingency case, and the encouragement it
8 provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation.” (*Laffitte*,
9 *supra*, 1 Cal.5th at p. 503.) This method encourages diligent and efficient litigation by “allow[ing] courts
10 to award fees from the fund in a manner that rewards counsel for success and penalizes it for failure.”
11 (*Id.* at p. 493 [quoting *In re Rite Aid Corp. Securities Litigation* (3d Cir. 2005) 396 F.3d 294, 300].)
12 California courts regularly employ this method of calculation, (*see, e.g., In Re: Cipro Cases I and II*, JCCP
13 Nos. 4154 & 4220, slip op. (Super. Ct. San Diego County, Apr. 21, 2017) [awarding 30%]; *In re CafePress*
14 *Inc. S'holder Litig.*, No. CIV522744, slip op. (Super. Ct. San Mateo County, Aug. 11, 2015) [same]; *In re*
15 *Epicor Software Corp. S'holder Litig.*, No. 30-2011-00465495-CU-BT-CXC, slip op. (Super Ct. Orange
16 County, Oct. 24, 2014) [same], attached as Appendix A), as do federal courts in the Ninth Circuit and
17 throughout the country.³

18 Class Counsel request attorneys’ fees for the successful prosecution and resolution of this case
19 calculated at thirty-percent (30%) of the Settlement Fund. This percentage falls squarely within the range
20 of appropriate awards. (*See Natural Gas Anti-Trust Cases I, II, III & IV* (Super. Ct. San Diego County,
21 Dec. 11, 2006, No. 4221) 2006 WL 5377849, at *3 [“It is customary in percentage-of-the-benefit cases
22 that attorneys fees are awarded based on 25 percent to 30 percent of the benefit received by the class.”].)
23 Indeed, the California Supreme Court recently affirmed an attorneys’ fee award of one-third of the
24 settlement. (*Laffitte, supra*, 1 Cal.5th at p. 486.) California courts of appeal also routinely affirm
25 attorneys’ fee awards at or above 30% of the common fund. (*See Chavez v. Netflix, Inc.* (2008) 162
26

27 ³ *See, e.g., In re Bluetooth Headset Products Liability Litigation* (9th Cir. 2011) 654 F.3d 935, 942; *Vizcaino*
28 *v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1047 (applying Washington law for awarding fees and
recognizing that Washington uses percentage-of-the-recovery approach).

1 Cal.App.4th 43, 66, fn. 11 [“Empirical studies show that, regardless whether the percentage method or
2 the lodestar method is used, fee awards in class actions average around one-third of the recovery.”];
3 *Parker v. City of Los Angeles* (1974) 44 Cal.App.3d 556, 567-68 [affirming trial court award of attorneys’
4 fees of one-third of recovery]; *see also Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 31,
5 fn. 5 [“[W]hatever method is used and no matter what billing records are submitted . . . , the result is an
6 award that almost always hovers around 30% of the fund created by the settlement. [citation omitted]”];
7 *In re California Indirect Purchases* (Super. Ct. Alameda County, Oct. 22, 1998, No. 960886) 1998-2 Trade
8 Cases P 72336 [awarding thirty percent attorneys’ fees and collecting superior court cases awarding a
9 higher percentage]; *In re Activision Securities Litigation* (N.D. Cal. 1989) 723 F.Supp. 1373, 1378 [“[I]n
10 class action common fund cases the better practice is to set a percentage fee and that, absent
11 extraordinary circumstances that suggest reasons to lower or increase the percentage, the rate should be
12 set at 30%.”].) In light of these awards, the fee requested by Class Counsel is reasonable and appropriate.

13 **B. The Reasonableness of the Fee Request is Supported by the Relevant Factors.**

14 California courts evaluate several factors when assessing the propriety of an attorneys’ fee award:
15 (1) the novelty and difficulty of the questions involved; (2) the interests at stake and the results obtained
16 on behalf of the class; (3) the experience, reputation, and ability of the attorneys who performed the
17 services, and the skill they displayed in litigation; (4) the contingent risk presented; and (5) the extent to
18 which the litigation precluded other employment by the attorneys. (*See Laffitte, supra*, 1 Cal.5th at p.
19 488; *Serrano v. Priest* (1977) 20 Cal.3d 25 at p. 49; *In re California Indirect Purchases* (Super. Ct. Alameda
20 County, Oct. 22, 1998, No. 960886) 1998-2 Trade Cases P 72336.) However, the court is not bound by a
21 rigid formula and has substantial discretion to select and weigh the relevant factors. (*Lealao, supra*, 82
22 Cal.App.4th at 41; *Natural Gas Anti-Trust Cases I, II, III & IV* (Super. Ct. San Diego County, Dec. 11,
23 2006, No. 4221) 2006 WL 5377849, at *3.) Given the contingent nature of this action, the uncertainty
24 surrounding the hotly contested legal issues, the excellent result achieved, and the experience of Class
25 Counsel, an award of thirty-percent (30%) is fair, reasonable, and appropriate.

26 **1. The Novelty And Difficulty of this Case Warrants the Requested Fee Award.**

27 This case is truly groundbreaking. The very idea of content moderation was unknown until
28 recently, and only one prior lawsuit had ever been brought by content moderators. To the undersigneds’

1 knowledge, no class action lawsuit has ever recovered a medical monitoring program and treatment for
2 post-traumatic stress disorder (“PTSD”) and other psychological and other injuries alleged to have been
3 caused by an unsafe work environment. The novelty of the claims and the relief sought required Class
4 Counsel to be particularly strategic in pleading and prosecuting this case. Prior to filing suit, Class
5 Counsel dedicated significant time and resources to investigating all viable legal claims, determining the
6 potential risks of various courses of action, and determining the best strategy going forward. After filing
7 suit, Class Counsel put their plan into action by aggressively prosecuting the case against very competent
8 counsel representing Facebook. The considerable investment of time, effort, and creativity by Class
9 Counsel eventually resulted in the successful outcome presented to the Court through this Settlement.

10 **2. Class Counsel Obtained a Superb Result for the Class.**

11 One central feature in determining the propriety of attorneys’ fees is analyzing “the degree of
12 success obtained,” (*See Harman v. City and County of San Francisco* (2007) 158 Cal.App.4th 407, 418 [69
13 Cal.Rptr.3d 750, 761] [in the context of attorneys’ fees under 42 U.S.C. § 1988].) The result achieved in
14 this case is extraordinary and unprecedented by any metric. But to truly appreciate the success of this
15 Settlement, it is necessary to understand the goals of this lawsuit: 1) to secure a safer and healthier work
16 environment for content moderators and 2) to obtain screening, diagnosis, and treatment for injury
17 alleged to have been caused by content moderation work. The Settlement delivers on both of those goals
18 and more.

19 The Settlement creates immediate improvements in content moderators’ workplace
20 environment. As part of the Settlement, Facebook has agreed to require its vendors to institute
21 additional workplace safeguards, including (1) retaining licensed, certified, and experienced clinicians at
22 all sites; (2) providing access to weekly one-on-one coaching or wellness sessions and monthly group
23 wellness sessions; and (3) implementing tooling enhancements designed to minimize the traumatic
24 nature of content moderators’ exposure to graphic imagery. (*see* Watson Decl. at ¶¶8, 10–12, 15.)
25 Because of this Settlement, all Content Moderators reviewing content for Facebook in the United States
26 will benefit and have access to enhanced support. (*See* Watson Decl. at ¶¶9, 11, 13, 16; Norman Decl. at
27 ¶14.)
28

1 Through this Settlement, each Class Member will also receive an initial payment of \$1,000 which
2 may be used to obtain a screening or diagnosis of PTSD or another covered diagnosis. (Williams Decl.,
3 Ex. 1 (“Distribution Plan”) at ¶ 2.) Those Class Members who submit evidence of a covered diagnosis
4 will then be eligible for an additional payment to cover the cost of treatment. (Distribution Plan at ¶ 5.)
5 The amount of this additional medical treatment payment was calculated in coordination with Plaintiffs’
6 experts to reflect the actual cost of treating specific types of qualifying diagnoses. (*Id.*) Thus, this
7 Settlement achieves its fundamental goal of ensuring that Class Members receive screening, diagnosis,
8 and treatment.

9 The Settlement is even more exceptional because it authorizes additional payments of up to
10 \$50,000 for other damages sustained by Class Members with qualifying diagnoses, and offers a
11 streamlined arbitration procedure for Class Members that believe they have suffered more than \$50,000
12 in damages. (Distribution Plan at ¶6.) That the Settlement provides relief in the form of other damages
13 payments is a truly extraordinary, and unprecedented result.

14 Finally, timing is a key consideration in the success of this Settlement. Early intervention
15 improves the likelihood of successfully treating trauma-related injury. Accordingly, it is important that
16 Class Members have access to screening, diagnosis, and treatment as early as possible. By reaching the
17 Settlement within two years of initiating the action, Class Counsel ensured that Class Members can
18 receive payments for treatment when these resources will be most useful. In addition, the Covid-19
19 pandemic has financially and psychologically impacted Class Members, and makes access to medical
20 care all the more important. For all these reasons, this Settlement is an excellent result for the Class.

21 **3. The Experience, Reputation, and Ability of the Attorneys who Performed the**
22 **Services, and the Skill They Displayed in Litigation Support the Requested**
23 **Award.**

24 The skill, experience, reputation, quality, and ability of the attorneys who prosecuted this case all
25 support the requested fee award. This Settlement was achieved by the diligent, resourceful, and creative
26 efforts of two distinguished law firms and guided by two seasoned lawyers—Steven N. Williams and
27 Daniel Charest—with decades of experience between them. (See Williams Decl. at ¶¶ 1, 9-14; Ex. 2
28 [“Charest Decl.”] at ¶¶3, 7.) “The prosecution and management of a complex . . . class action requires

1 unique legal skills and abilities.” (*In re Omnivision Technologies, Inc.* (N.D. Cal. 2008) 559 F.Supp.2d
2 1036, 1047, citations omitted.) Class Counsel evidenced those unique skills through their effective
3 prosecution of this case and the tactical litigation decisions and negotiations that led to this Settlement.

4 All parts of this litigation—from the drafting of the original complaint to the crafting of a unique
5 settlement with multiple levels of payments based on diagnosis—required flexibility, creativity, and
6 nimbleness. Nearly all aspects of this lawsuit were novel. Class Counsel’s experience and knowledge
7 allowed them to investigate the case effectively, identify the complex issues involved, and formulate a
8 successful strategy. And Class Counsel’s dedication and hard work were essential in seeing that strategy
9 through. The skill and motivation of Class Counsel was a key component in bringing about the excellent
10 result set forth in the Settlement, and this factor weighs in favor of the requested award.

11 4. Class Counsel Faced Significant Risk.

12 The amount of risk faced by counsel is “perhaps the foremost factor” in setting an attorneys’ fee
13 award. (*Goldberger v. Integrated Resources, Inc.* (2d Cir. 2000) 209 F.3d 43, 54.) “[L]itigation is fraught
14 with uncertainty and even the most scrupulous attorney will ‘win some and lose some,’ as the saying
15 goes.” (*Horsford v. Board of Trustees of California State University* (2005) 132 Cal.App.4th 359, 400 n.11.)
16 This is why a “contingent fee must be higher than a flat fee for the same legal services,” and it is also the
17 reason courts place such a high emphasis on this factor. (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1123.)
18 Class Counsel assumed substantial risk by bringing this novel and unprecedented case on a contingency-
19 fee basis and their requested attorneys’ fee award is reasonable.

20 When considering this factor, courts analyze the amount of risk counsel faced at the
21 commencement of the suit. (*In re California Indirect Purchases* (Super. Ct. Alameda County, Oct. 22,
22 1998, No. 960886) 1998-2 Trade Cases P 72336.) Class Counsel faced significant risk when they filed this
23 suit. As explained above, Class Counsel were in uncharted territory and there was no developed body of
24 law on several of the thorny legal issues raised by their action. Class Counsel are aware of no case before
25 this one where the plaintiffs sought medical monitoring for psychological disorders based on exposure to
26 trauma. In addition, Class Counsel were fully aware that had the case been litigated, Facebook would
27 have argued that the claims were not susceptible to class treatment, or otherwise subject to any of
28 numerous legal bars. And Class Counsel were correct; Facebook raised these and other arguments in its

1 motion for judgment on the pleadings. Add to that the fact that Class Counsel brought this lawsuit
2 against one of the largest and most well-resourced companies in the world with some of the best
3 attorneys at their disposal. (*See In re Equity Funding Corp. of America Securities Litigation* (C.D. Cal. 1977)
4 438 F.Supp. 1303, 1337 [recognizing that plaintiffs’ counsel was “up against established and skillful
5 defense lawyers, and should be compensated accordingly”].) Together, these factors added up to
6 significant risk.

7 Despite the uncertainty, Class Counsel brought this case on a contingency basis with no
8 guarantee of a recovery. (Williams Decl. at ¶ 22; Charest Decl. at ¶4.) Believing in the importance of the
9 cause and the need for reform, Class Counsel invested substantial financial resources to ensure they
10 delivered the top-rate legal performance the case required. Courts have consistently recognized that risk
11 of obtaining little or no recovery weighs strongly in favor of a higher attorneys’ fee award. (*See Ketchum*,
12 *supra*, 24 Cal.4th at 1138 [noting that lawyers who bring a case on a contingency basis expect “a premium
13 for the risk of nonpayment or delay in payment of attorney fees”].) Considering the time, money, and
14 resources that Class Counsel invested in the face of this uncertainty, the contingent-risk factor weighs
15 strongly in favor of awarding the requested fee.

16 **5. Class Counsel Was Precluded From Doing Other Work.**

17 To competently prosecute this case, Class Counsel allocated substantial attorney, staff, and
18 financial resources. This investment precluded Class Counsel from accepting other profitable legal work.
19 (Williams Decl. ¶22; Charest Decl. ¶4.) This is a proper factor to consider, (*Serrano, supra*, 20 Cal.3d at
20 p. 49), and supports the requested fee award.

21 **6. California’s Public Policy Goals are Served Through Granting this Fee** 22 **Request.**

23 This Settlement promotes the California public policy of ensuring that employers maintain a safe
24 workplace. (*See Franklin v. The Monadnock Co.* (2007) 151 Cal.App.4th 252, 259.) The fundamental goal
25 of this litigation was to promote the workplace health and safety of Content Moderators who review
26 Facebook content. By bringing—and succeeding in—this lawsuit, Class Counsel has obtained relief that
27 aimed at improving the working environment for Content Moderators in California and throughout the
28 country.

1 Although Class Counsel was motivated by the societal import of this case, they were able to make
2 their substantial investment because of the possibility of a contingent fee upon resolution. Awards of
3 common fund fees are essential to furthering the salutary goal of attracting competent counsel to handle
4 complicated and risky cases like this one. Attorneys “will be more willing to undertake and diligently
5 prosecute proper litigation for the protection or recovery of the fund if [the attorneys are] assured that
6 [they] will be promptly and directly compensated should [their] efforts be successful.” (*Melendres v. City*
7 *of Los Angeles* (1975) 45 Cal.App.3d 267, 273 [quoting *Estate of Stauffer* (1959) 53 Cal.2d 124, 132].)
8 Because Class Counsel assumed the risk of prosecuting this case, Class Members will have the
9 opportunity to receive screening and treatment they may otherwise not have been able to afford, Class
10 Members who have developed qualifying diagnoses as a result of their work are eligible for additional
11 damage awards, and Content Moderators in the future will benefit from the injunctive relief aimed at
12 reducing the risk of trauma-related issues arising from their work.

13 **C. The Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee.**

14 In California, Courts are permitted—but not required—to cross-check the percentage-of-the-
15 recovery method using the lodestar method to ensure that the percentage fee is reasonable. (*Laffitte*,
16 *supra*, 1 Cal.5th at pp. 504, 506.)⁴ The lodestar cross check method is a two-step process. First, the court
17 calculates the lodestar “by multiplying the number of hours reasonably expended by counsel by a
18 reasonable hourly rate.” (*Id.* at p. 489.) The court may then apply a multiplier after considering other
19 factors, including those listed above. (*Id.*) Under this approach, the court may reexamine the percentage
20 if a comparison between it and the lodestar enhancement “produces an imputed multiplier far outside
21 the normal range.” (*Id.* at p. 504.)

22 California courts regularly award fees with multipliers ranging from 2 to 4, or even higher.
23 (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 255 [collecting cases], disapproved on
24 another ground in *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.) These multipliers play
25 an important role in contingent cases because they “bring the financial interests for [attorneys ...] into
26

27 ⁴ This Court is not required to perform the lodestar cross-check if it is satisfied that the percentage sought here is
28 reasonable. (*Laffitte, supra*, 1 Cal.5th at p. 506 [holding that trial courts may “forgo a lodestar cross-check and use
other means to evaluate the reasonableness of a requested percentage fee”].)

1 line with incentives they have to undertake claims for which they are paid on a fee-for-service basis.”
2 *Ketchum, supra*, 24 Cal.4th at 1132.) Based on the factors discussed above, a multiplier of 4 is appropriate
3 and justified.

4 **1. Class Counsel’s lodestar is reasonable and supports the requested award.**

5 Class Counsel’s lodestar is just under \$3,842,000. (Williams Decl. at ¶22; Charest Decl. at ¶6.)
6 First, Class Counsel’s rates of \$850 to \$1,100 for partners and \$375 to \$700 for associates are within the
7 range of prevailing rates in the San Francisco Bay Area for attorneys of comparable skill, experience, and
8 reputation. (Williams Decl. at ¶ 22; Charest Decl. at ¶6; Most Decl. at ¶14, *see PLCM Group v.*
9 *Drexler* (2000) 22 Cal.4th 1084, 1095 [“The reasonable hourly rate is that prevailing in the community
10 for similar work.”].) Class Counsel are highly regarded attorneys with extensive experience in complex
11 litigation, their rates are squarely in line with prevailing rates in their areas, are the rates their firms
12 charge to clients billed by the hour, and/or have been approved by numerous other courts.

13 Second, Class Counsel’s total hours are reasonable. Class Counsel dedicated substantial time and
14 effort to all elements of this litigation, from the initial investigation and strategic visioning, through
15 discovery and motion practice, and ultimately through settlement negotiations. Each firm has submitted
16 a declaration summarizing the work they performed by category, attesting that their reported hours are
17 accurate and were reasonably incurred in connection with the prosecution of the case, and that their
18 firms maintain daily, contemporaneous time records. Moreover, the resources that Class Counsel
19 dedicated were necessary to prevail in this action, and they did not waste time or resources where
20 settlement was far from certain. (*Kerkeles v. City of San Jose* (2015) 243 Cal.App.4th 88, citations omitted
21 [recognizing that “lawyers are not likely to spend unnecessary time on contingency fee cases”].) Each
22 hour logged in this case was spent in furtherance of this successful outcome.

23 **2. The Cross-Check Demonstrates that the Requested Fee Award is Reasonable**
24 **and Justified.**

25 The lodestar multiplier in this case is just under 4, well within the normal range of multipliers.
26 “Multipliers can range from 2 to 4 or even higher.” (*Wershba, supra*, 91 Cal.App.4th at p. 255; see also
27 *Natural Gas Anti-Trust Cases I, II, III & IV* (Super. Ct. San Diego County, Dec. 11, 2006, No. 4221)
28 2006 WL 5377849, at *4 [recognizing the application of multipliers “between 4 and 12”]; *Chavez, supra*,

1 162 Cal.App.4th at 66; *Sutter Health Uninsured Pricing Cases* (2009) 171 Cal.App.4th 495, 512.) Thus,
2 the lodestar multiplier requested here is not “far outside the normal range” and is, in fact, well-within
3 that range. (*Laffitte, supra*, 1 Cal.5th at p. 504 .) And given the excellent work performed by Class
4 Counsel throughout the litigation, particularly in light of the risks they faced, this multiplier is entirely
5 appropriate.

6 For that same reason, it would be inappropriate to reduce the multiplier here simply because this
7 case was resolved within approximately two years. First, this is in line with the guidelines for case
8 resolution in California courts. Second, one of the recognized shortfalls of the lodestar method is its
9 propensity to discourage early settlement. (*Laffitte, supra*, 1 Cal.5th at p. 490.) And a relatively early
10 settlement is particularly beneficial here. Because the Settlement provides payments that may be used
11 for psychological treatment, it is likely that Class Members will benefit from the recovery more now than
12 if they receive the same amount in several years. (*See Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d
13 1043, 1050, fn. 5 [“noting that it may be a relevant circumstance [in calculating the attorney’s fee] that
14 counsel achieved a timely result for class members in need of immediate relief.”].)

15 **VI. THE REQUEST OF CLASS REPRESENTATIVE SERVICE AWARDS IS FAIR AND** 16 **REASONABLE**

17 The Settlement provides for service awards to Class Representatives, subject to the Court’s
18 approval, in recognition of their efforts and work in prosecuting the class action. Settlement Class
19 Counsel request Class Representative service awards in the following amounts: \$20,000 for Ms. Scola,
20 Ms. Elder, and Mr. Ramos and \$7,500 for Allison Trebacz, Jessica Swarner, Gregory Shulman, April
21 Hutchins, and Konica Ritchie.⁵

22 Service awards are commonly granted to class representatives who have devoted their time and
23 effort to represent a class of similarly situated victims of alleged wrongdoing. (*See Clark v. American*
24

25 _____
26 ⁵ The Class Representatives documented their contributions in Declarations. (*See Scola Decl.*; *Ramos Decl.*; *Elder*
27 *Decl.*; *Williams Decl.*, Exs. 12-16 [Corrected Declarations of Allison Trebacz, Jessica Swarner, and Gregory
28 *Shulman*, and Declaration of April Hutchins, submitted in Support of Plaintiffs’ Motion for Attorneys’ Fees,
Reimbursement of Costs, and Service Awards].) Class Representative Konica Ritchie was involved in this
litigation in a similar manner as Plaintiffs Shulman, Swarner, Trebacz, and Hutchins. Ms. Ritchie was provided
with the opportunity to file a declaration, but she declined. (*See Williams Decl.* at ¶32.)

1 *Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Service awards serve “to compensate
2 class representatives for work done on behalf of the class, to make up for financial or reputational risk
3 undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private
4 attorney general.” (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1393–1394.) Courts
5 may look to several factors when determining the propriety of a service award, including “the risk to the
6 class representative in commencing suit, both financial and otherwise” and “the notoriety and personal
7 difficulties encountered by the class representative.” (*Id.*)⁶

8 This case only exists because the Class Representatives chose to pursue it. Each of the Class
9 Representatives made the decision to become involved in this action as a named plaintiff to serve the
10 interests of the Content Moderators with whom they worked—the Settlement Class—and they have
11 more than fulfilled that obligation. Each of the Class Representatives exposed themselves to potential
12 liability by sharing their stories notwithstanding their nondisclosure agreements. These Class
13 Representatives bravely faced this potential liability because they believed that the issues in this case
14 were sufficiently important to risk the potential consequences. Furthermore, Class Representatives
15 risked future careers in the technology field by bringing this lawsuit. For example, Ms. Scola, the first
16 individual to come forward, did so despite the belief that because “[her] name will forever be attached to
17 it,” “[her] involvement in this lawsuit would hinder future career prospects.” (Scola Decl. at ¶¶6-7.)

18 Ms. Scola, Ms. Elder and Mr. Ramos made extraordinary contributions to the case in addition to
19 the risks they faced in volunteering to act as Class Representatives. As explained by Mr. Ramos, “For
20 the past two years, it has been my mission to help my fellow content moderators get the support they
21 have always deserved. After having diligently worked for Facebook for nearly two years, I experienced
22 difficulties that I did not wish upon any other content moderators. Content moderation is a very
23 important job that was in need of a support system for those who put their minds on the line for
24 Facebook.” (Ramos Decl. at ¶10.) Ms. Elder made the following observation regarding her involvement:
25 “It was terrifying to consider what the consequences could be if I chose to speak up against one of the
26

27 ⁶ Other factors recognized by *Cellphone, supra*, 186 Cal.App.4th at p. 1394 are “the amount of time and effort spent
28 by the class representative,” “the duration of the litigation,” and “the personal benefit (or lack thereof) enjoyed
by the class representative as a result of the litigation.”

1 most powerful companies in the world. Ultimately, I felt it was a duty to do so for the sake of supporting
2 thousands of other moderators.” (Elder Decl. at ¶10.)

3 Ms. Scola, Ms. Elder, and Mr. Ramos actively represented the Settlement Class by (a) regularly
4 consulting with Settlement Class Counsel through written communications, telephone calls, and several
5 in-person meetings; (b) reviewing documents filed by their attorneys and various orders entered by the
6 Court; (c) producing documents to the defendant; (d) preparing for and/or providing deposition
7 testimony; (e) providing input regarding litigation and settlement strategy; (f) appearing in-person for a
8 day-long mediation session; (g) discussing the parameters for an appropriate resolution of the case and
9 ultimately agreeing to the proposed Settlement; and (h) staying in communication with Class Members
10 and Settlement Class Counsel throughout the notice period to insure that accurate information was
11 disseminated to the Class. Ms. Elder and Mr. Ramos were deposed by Facebook. All told, in fulfilling
12 these obligations, Ms. Scola spent approximately 125 hours of her time, Ms. Elder spent approximately
13 75 hours, and Mr. Ramos spent approximately 87 hours. (See Scola Decl. at ¶9; Ramos Decl. at ¶5; Elder
14 Decl. at ¶5.)

15 The awards sought for all the Class representatives, including Scola, Elder, and Ramos, are in
16 line with similar awards granted by courts. (See *Trujillo v. City of Ontario* (C.D. Cal., Aug. 24, 2009, No.
17 EDCV 04-1015VAPSG LX) 2009 WL 2632723, at *5 [awarding \$30,000 to class representatives];
18 *Waldbuesser v. Northrop Grumman Corp.* (C.D. Cal., Oct. 24, 2017, No. CV 06-6213-AB (JCX)) 2017 WL
19 9614818, at *8 [applying factors and finding \$25,000 incentive award to be reasonable]; *Board of Trustees*
20 *of AFTRA Retirement Fund v. JPMorgan Chase Bank, N.A.* (S.D.N.Y., June 7, 2012, No. 09 CIV. 686
21 SAS) 2012 WL 2064907, at *3 [awarding \$50,000 contribution award]; *Wright v. Stern* (S.D.N.Y. 2008)
22 553 F.Supp.2d 337, 342 [awarding \$50,000 service award “as compensation for the services they
23 provided to the class and the inconvenience, pain, and suffering they suffered as a consequence of having
24 been a named plaintiff in the case”].) Because of the nature of these claims, the high profile of this case,
25 the exposure to potential liability, and the influence Facebook carries within the technology marketplace,
26 all the Class representatives in this case were uniquely emotionally invested and vulnerable. The
27 requested incentive awards are reasonable and justified.

1 **VII. CONCLUSION**

2 For the foregoing reasons, Class Counsel respectfully request an award of attorneys' fees in the
3 amount of \$15,600,000, reimbursement of \$180,881.06 in expenses, and incentive awards of \$20,000 for
4 Selena Scola, Erin Elder, and Gabriel Ramos, and \$7,500 for April Hutchins, Konica Ritchie, Allison
5 Trebacz, Jessica Swarner, and Gregory Shulman.

6
7 Dated: June 15, 2021

Respectfully Submitted,

8 /s/ Steven N. Williams

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9 *Settlement Class Counsel*

10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF SAN MATEO

13 **SELENA SCOLA, ERIN ELDER, GABRIEL**
14 **RAMOS, APRIL HUTCHINS, KONICA**
15 **RITCHIE, ALLISON TREBACZ, JESSICA**
16 **SWARNER, and GREGORY SHULMAN,**
17 individually and on behalf of all others similarly
18 situated,

17 *Plaintiffs,*

17 v.

18 **FACEBOOK, INC.,**

19 *Defendant.*

Civil Action No. 18CIV05135

**DECLARATION OF STEVEN N.
WILLIAMS IN SUPPORT OF PLAINTIFFS'
RENEWED NOTICE OF MOTION AND
UNOPPOSED MOTION FOR
ATTORNEYS' FEES, REIMBURSEMENT
OF COSTS AND SERVICE AWARDS**

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

Date: June 21, 2021

Dept.: 23

Time: 3:00 p.m.

Trial Date: None Set

2nd Amended Complaint Filed: June 30, 2020

23 I, Steven N. Williams, declare and state as follows,

24 1. I am a partner of the Joseph Saveri Law Firm, LLP, one of Plaintiffs' counsel of record.
25 Our firm is one of the Court-appointed Settlement Class Counsel. I am a member in good standing of
26 the State Bar of California. I submit this Declaration in Support of Plaintiffs' Renewed Unopposed
27 Motion for Attorneys' Fees, Reimbursement of Costs, and Service Awards to Class Representatives
28 ("Plaintiffs' Motion") related to Plaintiffs' settlement with Defendant Facebook, Inc. ("Facebook"). I

1 am over 18 years of age, and I have personal knowledge of the facts stated in this Declaration. If called as
2 a witness, I could and would testify competently to them.

3 2. Attached hereto as **Exhibit 1** is a true and correct copy of the Settlement Agreement and
4 Distribution Plan (collectively, the “Settlement”), previously submitted to the Court on May 8, 2020.

5 3. Attached hereto as **Exhibit 2** is a true and correct copy of the Declaration of Daniel
6 Charest in Support of Plaintiffs’ Motion for Attorneys’ Fees, Reimbursement of Costs, and Service
7 Awards, filed with this Court on November 24, 2020.

8 4. Attached hereto as **Exhibit 3** is a true and correct copy of the Declaration of William
9 Most in Support of Plaintiffs’ Motion for Attorneys’ Fees, Reimbursement of Costs, and Service
10 Awards, filed with this Court on November 24, 2020.

11 5. I have worked intensively on this case since 2018. Before this case was filed in San Mateo
12 County Superior Court, counsel conducted a substantial and lengthy fact and legal investigation
13 concerning the novel claims at issue here. The focus was on preventing and remedying the significant
14 physical, emotional and mental effects that certain forms of content moderation may pose, in particular
15 post-traumatic stress disorder and related conditions. The first step was to identify safeguards that could
16 be implemented to mitigate exposure to potentially harmful content when doing content moderation
17 work. While not all potentially harmful imagery can be avoided in all circumstances, means were
18 identified by which technological and other changes could be used to diminish the extent to which a
19 content moderator had to see and hear graphic imagery so that the worst potential harms might be
20 prevented. Some of these include viewing images in black and white, blurring images, blocking faces
21 within images posted to Facebook, blurring video previews, and auto-muting videos on start.

22 6. Early on in our investigation, we engaged preeminent experts to assist in understanding
23 issues relating to human exposure to harmful, graphic content and how to treat people exposed to such
24 content. Those experts were Sonya Norman, Ph.D., Director of the PTSD Consultation Program for
25 the Veterans Administration National Center for PTSD and Patricia Watson, Ph.D., a Senior
26 Educational Specialist for the National Center for PTSD at the VA and an assistant professor of
27 medicine at the Geisel School of Medicine at Dartmouth. Drs. Norman and Watson worked with us in
28

1 every aspect of the case from framing the pleadings through negotiation of the settlement, and they will
2 continue to be involved during the administration of the settlement.

3 7. Attached hereto as **Exhibit 4** is a true and correct copy of the Declaration of Sonya
4 Norman, Ph.D., in Support of Plaintiffs' Motion for Attorneys' Fees, Reimbursements of Costs, and
5 Service Awards, previously submitted to this Court on October 9, 2020.

6 8. Attached hereto as **Exhibit 5** is a true and correct copy of the Corrected Declaration of
7 Patricia Watson, Ph.D. in Support of Plaintiffs' Motion and Motion for Attorneys' Fees,
8 Reimbursements of Costs, and Service Awards, previously submitted to this Court on November 24,
9 2020.

10 9. Counsel built upon the medical monitoring remedy established in *Potter v. Firestone Tire*
11 *& Rubber Co.* (1993) 6 Cal.4th 965 as a theory of relief, seeking to establish a fund to evaluate and treat
12 those at increased risk for PTSD or related injuries as a result of their work as content moderators. This,
13 in addition to the safeguards put in place, were the heart of the relief that we sought to obtain for the
14 Class.

15 10. I have been involved in every aspect of this case since the investigation began. Over the
16 course of the litigation, the parties engaged in extensive discovery. Class Counsel drafted and
17 propounded interrogatories and requests for production and fought vigorously to ensure that Facebook
18 complied with those requests. The parties engaged in Court-ordered in person meet-and-confer
19 sessions which included Facebook personnel and ESI consultants. This effort eventually resulted in
20 Facebook producing over 450,000 pages of discovery, which Class Counsel carefully reviewed. Class
21 Counsel also drafted and served responses to Facebook's written discovery and engaged in a substantial
22 meet-and-confer process on the responses. Throughout that process, Class Counsel gathered, reviewed,
23 and produced documents in response to Facebook's discovery requests. In addition, Class Counsel
24 deposed Facebook Vice President of Operations Ellen Silver. At the time that the parties entered into a
25 stay to pursue resolution, Plaintiffs had raised and were prepared to pursue discovery issues with the
26 Court including requests for the depositions of Facebook Executives Mark Zuckerberg and Sheryl
27 Sandberg. I have acted in a lead role in this case, exercising day-to-day management and control over the
28 litigation.

1 11. The parties also engaged in motion practice and discovery briefing. Facebook filed a
2 motion to compel discovery and a motion for judgment on the pleadings. Both motions were fully
3 briefed and ripe for adjudication. The motion for judgment on the pleadings, if granted, could have
4 resulted in dismissal of Plaintiffs' class claims and three of their four causes of action. The parties also
5 submitted twelve discovery letter briefs that concerned disputes over custodians, search terms, requests
6 for production of documents and the scope of discovery. Many of these issues were ripe for
7 adjudication.

8 12. Just before the hearings on the motions and discovery disputes, the parties agreed to stay
9 the case and attempt to negotiate a settlement. Class Counsel engaged in three all-day mediation
10 sessions over the course of four months in a process that was overseen by the Hon. Rebecca Westerfield
11 (Ret.). Each mediation session was hard-fought and vigorously advocated, and the parties continued to
12 work through the framework of a settlement in the period between each mediation session. Class
13 Counsel worked closely with their retained experts, both preeminent psychologists in the field of
14 trauma-related injuries, as they developed an allocation and treatment plan that would best serve the
15 Class.

16 13. On February 7, 2020, at the end of the third full day of mediation, the parties reached an
17 agreement in principle on the terms of a settlement. Over the weeks that followed, counsel for both
18 parties engaged in further extensive negotiations before eventually agreeing to the Settlement
19 Agreement and Distribution Plan. Under the terms of the Settlement Agreement, Facebook will make a
20 \$52 million payment to the Settlement Fund. The Settlement Fund will be distributed in three tranches.
21 First, each Class Member is eligible for a \$1,000 Initial Payment that is intended to give Class Members
22 the ability to pay for an appointment with a to see if they have a Qualifying Diagnosis. If a Class Member
23 has a Qualifying Diagnosis,¹ they are eligible to participate in two additional payments: the Medical
24 Treatment Payment and the Other Damages Payment. The Medical Treatment Payment was designed
25 to be used to pay the treatment costs of Class Members with Qualifying Diagnoses, including
26

27 ¹ A Qualifying Diagnoses is one or more of the following: (a) post-traumatic stress disorder; (b) acute
28 stress disorder; (c) anxiety disorder, (d) depression or (e) an unspecified trauma or stress-related
disorder.

1 appointments with medical professionals and medications. Neither party anticipates that all Class
2 Members will have Qualifying Diagnoses.

3 14. The Other Damages Payment was designed to compensate Class Members for past
4 nontreatment-related harm caused by the Qualifying Diagnoses. Importantly, Class Members are not
5 required to participate in the Other Damages Payment to participate in the Medical Treatment
6 Payment, and if they choose not to participate in the Other Damages Payment, they retain their right to
7 bring their claims for Other Damages against Facebook in a streamlined arbitration where any award will
8 be determined by a neutral arbitrator. Class Members retain their right to bring such Other Damages
9 claims unless and until they accept an Other Damages Payment “by cashing a check containing the
10 Other Damages Payment or by retaining the electronic transfer of an Other Damages Payment,” *see*
11 Settlement Agmt., attached hereto as Exhibit 1, at § 6.7, which means that Class Members will know
12 what Other Damages Payment they are being offered before they must decide whether to accept the
13 payment and release their right to bring claims for Other Damages in streamlined arbitration.

14 15. Plaintiffs presented the Settlement to the Court and on August 14, 2020, following a
15 hearing, the Court issued an Order granting preliminary approval of the Settlement (“Preliminary
16 Approval Order”).

17 16. Plaintiffs filed their first Motion for Final Approval of the Settlement on November 6,
18 2020 and the Court held a hearing on November 20, 2020. On November 24, 2020, Plaintiffs filed
19 corrected and amended documents as directed by the Court. At the time of submission, Plaintiffs
20 understood that they had satisfied the notice requirement for the entire Class, consistent with the
21 Court’s instructions.

22 17. The next day, on November 25, 2020, the Settlement Administrator informed Class
23 Counsel of the possibility that certain Class Members had not received notice of the Settlement.
24 Specifically, the Settlement Administrator explained to Class Counsel that it had received a new data file
25 from one of Facebook’s Vendors that contained the records for Class Members who had not been
26 previously identified. Class Counsel promptly notified the Court of this development by e-mail on
27 November 27, 2020 and undertook an extensive investigation. Through that investigation, Class
28 Counsel determined that 5,419 Class Members had been omitted from the data files that certain

1 Facebook Vendors provided to the Settlement Administrator and that these Class Members, therefore,
2 had not received notice.

3 18. After Class Counsel were confident that virtually all Class Members had been identified,
4 Plaintiffs filed a Motion to Approve Supplemental Approval to ensure that these potential Class
5 Members were provided the best possible notice and apprised of their rights as Class Members. In their
6 motion, Plaintiffs identified 5,310 Class Members who did not receive notice through the original notice
7 program. That number has been slightly modified for two reasons. First, after the Renewed Motion to
8 Approve Supplemental Notice Program was filed, one of Facebook's Vendors—PRO Unlimited—
9 identified an additional 119 potential Class Members. The parties informed the Court of this
10 development on April 15, 2021. Second, the total count of Class Members is subject to minor variation
11 because the Settlement Administrator occasionally identifies duplicate entries for certain Class
12 Members across lists provided by Facebook's Vendors. As duplicates are identified, the total number of
13 Class Members is reduced.

14 19. To further respond to issues raised by the Court in its Order to Show Cause, Plaintiffs
15 filed a Renewed Motion to Approve Supplemental Notice Program on March 4, 2021. Specifically,
16 Plaintiffs responded to the Court's question whether the Settlement Agreement was fair, adequate and
17 reasonable given the size of the Class.

18 20. After the Court approved the Supplemental Notice Program and granted Preliminary
19 Approval, Class Counsel directed the Claims Administrator to implement the Supplemental Notice
20 Program pursuant to the Court's order. Although the original notice program and Supplemental Notice
21 Program, which were both approved by the Court, only required a postcard to be sent to Class Members
22 if the Facebook Vendor did not have an email address, Class Counsel at their own expense and without
23 seeking reimbursement sent postcard notice to all Class Members to provide additional notice beyond
24 that ordered by the Court.

25 21. The Supplemental Notice Program has been implemented and is now complete,
26 providing all Class Members with another round of notice including links to all important court filings
27 and orders of the Court.

1 22. Class Counsel seek an attorneys' fee award of \$15,600,000, which is thirty percent (30%)
2 of the \$52,000,000 monetary component of the Settlement Fund. Class Counsel also seek
3 reimbursement of out-of-pocket expenses of \$180,881.06. Class Counsel have invested a collective
4 lodestar of \$3,901,860 worth of time over the course of this litigation. Class Counsel brought this case
5 on a contingency basis with no guarantee of a recovery. To prosecute this case, our firms allocated
6 substantial attorney, staff, and financial resources. This investment precluded our firms from accepting
7 other profitable legal work. Class Counsel's rates of \$850 to \$1,100 for partners and \$375 to \$700 for
8 associates are within the range of prevailing rates in the San Francisco Bay Area for attorneys of
9 comparable skill, experience, and reputation.

10 23. Settlement Class Counsel performed a considerable amount of additional work since
11 Plaintiffs moved for final approval of the Settlement in November 2020. This additional work consisted
12 of insuring that proper notice was given, analysis of the reports provided to the Claims Administrator,
13 additional motion briefing to request supplemental notice to the Class Members, supervision of the
14 notice process, and communications with Class Members that will carry on for years.

15 24. Class Counsel request Class Representative service awards in the following amounts:
16 \$20,000 for each of Ms. Scola, Ms. Elder, and Mr. Ramos and \$7,500 for each of Allison Trebacz,
17 Jessica Swarner, Gregory Shulman, April Hutchins, and Konica Ritchie. Each Class Representatives
18 besides Ms. Ritchie documented their contributions in Declarations. Class Representative Konica
19 Ritchie was involved in this litigation in a similar manner as Plaintiffs Shulman, Swarner, Trebacz, and
20 Hutchins. Ms. Ritchie was provided with the opportunity to file a declaration, but she declined.

21 25. Attached hereto as **Exhibit 6** is a true and correct copy of the Corrected Declaration of
22 Class Representative Allison Trebacz in Support of Plaintiffs' Motion for Attorneys' Fees,
23 Reimbursement of Costs, and Service Awards, previously submitted to this Court on November 24,
24 2020.

25 26. Attached hereto as **Exhibit 7** is a true and correct copy of the Corrected Declaration of
26 Class Representative Jessica Swarner in Support of Plaintiffs' Motion for Attorneys' Fees,
27 Reimbursement of Costs, and Service Awards, previously submitted to this Court on November 24,
28 2020.

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.

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FOLLOWS]

Date: May 8, 2020

By: Steve Williams

Joseph R. Saveri (SBN 130064)
Steven N. Williams (SBN 175489)
Gwendolyn R. Giblin (SBN 181973)
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Date: May 8, 2020

By: Daniel Charest

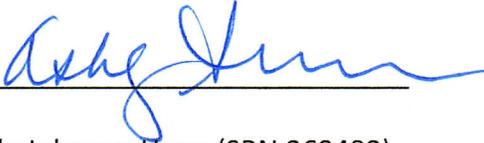
Daniel Charest (Admitted *pro hac vice*)
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*Attorneys for Plaintiffs and the Proposed
Settlement Class*

Date: 5/8/2020

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Attorneys for Defendant Facebook, Inc.

Date: May 15, 2020

By: 
selena scola (May 15, 2020)

Selena Scola

Date: 5/15/2020

DocuSigned by:
By: 
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Erin Elder

Date: 5/15/2020

DocuSigned by:
By: 
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Gabriel Ramos

Date: May 15, 2020

By: 
april hutchins (May 15, 2020)

April Hutchins

Date: May 14, 2020

By: 
Konica Ritchie (May 14, 2020)

Konica Ritchie

Date: May 15, 2020

By: 
Allison Trebacz (May 15, 2020)

Allison Trebacz

Date: May 15, 2020

By: 
Jessica Swarner (May 15, 2020)

Jessica Swarner

Date: May 15, 2020

By: 
Gregory Shulman (May 15, 2020)

Gregory Shulman

Class Representatives

Date: 5/15/2020

DocuSigned by:
By: 
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Paul Grewal
FACEBOOK, INC.
1601 Willow Road
Menlo Park, CA 94025

Scola - Settlement Agreement Class Rep Signatures - K. Ritchie

Final Audit Report

2020-05-14

Created:	2020-05-14
By:	Hannah Lopez (hlopez@burnscharest.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0SVtWXZ3LwknTuyvpqA3EKvIM-lai85I

"Scola - Settlement Agreement Class Rep Signatures - K. Ritchie" History

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2020-05-14 - 6:26:47 PM GMT- IP address: 108.93.17.47
-  Document emailed to Konica Ritchie (mzritchie99@gmail.com) for signature
2020-05-14 - 6:27:35 PM GMT
-  Email viewed by Konica Ritchie (mzritchie99@gmail.com)
2020-05-14 - 11:19:00 PM GMT- IP address: 66.102.8.115
-  Document e-signed by Konica Ritchie (mzritchie99@gmail.com)
Signature Date: 2020-05-14 - 11:23:36 PM GMT - Time Source: server- IP address: 172.58.175.143
-  Signed document emailed to Hannah Lopez (hlopez@burnscharest.com) and Konica Ritchie (mzritchie99@gmail.com)
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Scola - Settlement Agreement Class Rep Signatures

Final Audit Report

2020-05-15

Created:	2020-05-15
By:	Hannah Lopez (hlopez@burnscharest.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiKi8I3XfU-8YZJREjocSI66-9IMgkzWk

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2020-05-15 - 3:17:35 PM GMT- IP address: 66.102.8.119
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2020-05-15 - 3:18:47 PM GMT

Scola - Settlement Agreement Class Rep Signatures - signed

Final Audit Report

2020-05-15

Created:	2020-05-15
By:	Hannah Lopez (hlopez@burnscharest.com)
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2020-05-15 - 3:29:10 PM GMT
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2020-05-15 - 3:29:25 PM GMT- IP address: 98.158.241.85
-  Document e-signed by Gregory Shulman (gregory.shulman@hotmail.com)
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Scola - Settlement Agreement Class Rep Signatures - signed - signed

Final Audit Report

2020-05-15

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2020-05-15 - 3:40:07 PM GMT- IP address: 66.249.84.179
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Signature Date: 2020-05-15 - 3:41:04 PM GMT - Time Source: server- IP address: 184.103.53.151
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Scola - Settlement Agreement Class Rep Signatures - signed - signed - signed

Final Audit Report

2020-05-15

Created:	2020-05-15
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Status:	Signed
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Scola - Settlement Agreement Class Rep Signatures - signed - signed - signed - signed

Final Audit Report

2020-05-15

Created:	2020-05-15
By:	Hannah Lopez (hlopez@burnscharest.com)
Status:	Signed
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-  Document emailed to Jessica Swarner (jessica.swarner@gmail.com) for signature
2020-05-15 - 7:04:04 PM GMT
-  Email viewed by Jessica Swarner (jessica.swarner@gmail.com)
2020-05-15 - 7:04:10 PM GMT- IP address: 66.249.84.171
-  Document e-signed by Jessica Swarner (jessica.swarner@gmail.com)
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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.

Exhibit 2

1 Daniel Charest (admitted pro hac vice)
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

Electronically
FILED

by Superior Court of California, County of San Mateo

ON 11/24/2020

By /s/ Joel Lacey
Deputy Clerk

8 ***Class Counsel***

9 Additional counsel on signature page

10 SUPERIOR COURT OF CALIFORNIA

11 COUNTY OF SAN MATEO

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

18 *Plaintiffs,*

19 v.

20 **FACEBOOK, INC.,**

21 *Defendant.*

Civil Action No. 18CIV05135

**CORRECTED DECLARATION OF DANIEL
CHAREST IN SUPPORT OF PLAINTIFFS'
MOTION FOR ATTORNEYS' FEES,
REIMBURSEMENT OF COSTS, AND
SERVICE AWARDS**

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

Trial Date: None Set
2nd Amended Complaint Filed: June 30, 2020

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 been admitted *pro hac vice* in this case. I am a co-founder
4 and managing partner of Burns Charest LLP (“Burns Charest”) in Dallas, Texas. I serve as counsel for
5 Plaintiffs in this action, and on August 14, 2020, the Court appointed Burns Charest and Joseph Saveri
6 Law Firm (“JSLF”) as Class Counsel in this case. I am over 18 years of age, and I have personal
7 knowledge of the facts set forth herein. If called as a witness, I could and would testify competently to
8 them.

9 2. I make this corrected declaration in support of Plaintiffs’ Motion for Attorneys’ Fees,
10 Reimbursement of Costs, and Service Awards.

11 3. I have fifteen years’ experience as a trial attorney. I have played a leading role in many
12 prominent trials and class actions throughout the United States, including serving as co-lead counsel for
13 a successful trial on behalf of Houston-area homeowners whose property was damaged or destroyed by
14 flooding during Hurricane Harvey.¹ I have been recognized by my peers as a highly skilled litigator,
15 including being selected to serve on the Texas Bar Pattern Jury Charge Committee, presenting various
16 CLE events on behalf of the Texas Bar, and being recognized by peers and various publications such as
17 Benchmark Litigation, Texas Super Lawyers, Best Lawyers in America, and Best Lawyers in Dallas.
18 Last month, I was named “Attorney of the Year” for 2020 by *Texas Lawyer*.²

19 4. Burns Charest has prosecuted this litigation on a contingent fee basis—advancing costs
20 and time and taking the risk that the firm would not be compensated for services rendered or expenses
21 advanced. In committing its time and resources to this matter and performing a key but time-consuming
22 leadership role, my firm has forgone other legal work for which it could have been compensated.
23 Together with JSLF, Burns Charest has advanced this case aggressively but efficiently. The work
24 performed was necessary to achieve the result at hand.

25
26 ¹ *In re Addicks and Barker (Texas) Flood-Control Reservoirs*, Master Docket No. 17-3000L (Fed. Cl.
27 consolidated Oct. 31, 2017).

28 ² Kenneth Artz, *Texas Legal Awards 2020 Winners Announced!*, Law.com (Sept. 17, 2020 at 7:43 PM),
https://www.law.com/texaslawyer/2020/09/17/texas-legal-awards-2020-winners-announced/?cmp=share_twitter.

1 5. Since early 2018, Burns Charest has performed work on this case including the
2 following tasks:

3 a) conducting extensive pre-filing investigation into the conditions faced by
4 Facebook content moderators and the possible causes of action;

5 b) drafting the initial complaint, which was filed on September 21, 2018, with
6 JSLF;

7 c) drafting the second amended complaint, which was filed on June 30, 2020, with
8 JSLF;

9 d) with JSLF, drafting written discovery, including interrogatories and requests for
10 production, and reviewing the production of approximately 55,000 documents;

11 e) with JSLF, collecting, reviewing, and producing Plaintiffs' responsive documents
12 and responding and objecting to discovery propounded by Facebook;

13 f) preparing for and defending the depositions of Plaintiffs Erin Elder and Gabriel
14 Ramos, and preparing for the deposition of Selena Scola which was set to occur before the case
15 was stayed;

16 g) assisting JSLF in the deposition of Facebook Vice President of Operations Ellen
17 Silver;

18 h) with JSLF, drafting vigorous oppositions to Facebook's Motion for Judgment on
19 the Pleadings and Motion to Compel Further Responses to Facebook's First Set of Requests for
20 Production and Execution of Releases from All Plaintiffs;

21 i) with JSLF, engaging in extensive efforts to mediate the claims of the proposed
22 class before the Hon. Rebecca Westerfield (Ret.) during three day-long mediation sessions (in
23 addition to several ad hoc calls) held between October 30, 2019, and February 7, 2020, when a
24 settlement was reached in principle;

25 j) with JSLF, meeting and conferring with Facebook's counsel on multiple
26 occasions, hammering out the details of the Settlement Agreement and Plan of Allocation;

27 k) with JSLF, drafting the Motion for Preliminary Approval and the ancillary
28 documents attached thereto;

1 l) with JSLF, conducting a notice plan, drafting and planning Long Form Notice
2 and Summary Notice forms, overseeing implementation of notice plan, and coordinating with
3 the Notice Administrator to ensure that the notice was sent out;

4 m) consulting and interviewing experts in trauma-related psychology and drafting
5 safeguard protocols in consultation with experts;

6 n) with JSLF, identifying and researching potential *cy pres* recipients and presenting
7 a recommendation to the Court;

8 o) with JSLF, preparing the instant Motion for Attorneys' Fees, Costs, and Service
9 Awards, gathering time and expense information for same, for presentation to the Court.

10 6. The schedule attached hereto as **Exhibit 1** is a summary chart indicating the amount of
11 time spent by the attorneys and other professional support staff at Burns Charest who were involved in
12 this litigation and the lodestar calculation based on my firm's billing rates for the period from inception
13 through September 2020. The schedule was prepared from contemporaneous, daily time records
14 regularly prepared and maintained by my firm and which are available for review by the Court. The
15 total lodestar amount for my firm's work at current rates is \$1,911,624, based upon 2792.44 hours
16 billed.

17 7. Attached as **Exhibit 2** is Burns Charest's current firm resume, which includes my
18 biographical information.

19 8. As detailed in **Exhibit 3**, based on a review of our records, Burns Charest has incurred a
20 total of \$60,935.30 in unreimbursed expenses during the period from inception to September 2020. The
21 records of these expenses are maintained by Burns Charest in the regular course of business and are
22 evidenced by invoices, bills, and records of the firm's automated cost recovery applications. Burns
23 Charest incurred additional costs that are not included in this calculation.

24 9. Burns Charest reasonably anticipates expending additional time and to incur additional
25 expenses in the case, including with respect to settlement administration, discovery from objectors to
26 the settlement, and preparing papers in support of final approval. This additional time is not included in
27 this corrected declaration, the exhibits hereto, or Plaintiffs' Motion for Attorneys' Fees, Reimbursement
28 of Costs, and Incentive Awards.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and this corrected declaration is executed in Dallas, Texas on November 23, 2020.

By:  _____
Daniel Charest

Exhibit 1

Selena Scola, et al. v Facebook, Inc.
Litigation Lodestar

Burns Charest LLP
Inception through September 2020
Current

Timekeeper	Rate	Hours	Total
Charest, Daniel	\$950	216.4	\$205,580.00
Nelson, Korey	\$950	189.59	\$180,110.50
Thompson, Will	\$950	44.82	\$42,579.00
Barrie, Martin	\$900	45	\$40,500.00
Klevorn, Amanda	\$750	43.39	\$32,542.50
Yelton, Rick	\$700	904.29	\$633,003.00
Wright, Lydia	\$700	525.66	\$367,962.00
Oxford, Kyle	\$700	137.23	\$96,061.00
Murphree, Patrick	\$700	132	\$92,400.00
Abu-Orf, Leila	\$700	6.6	\$4,620.00
Warden, Derek	\$500	130.52	\$65,260.00
Buller, Morgan	\$500	99.8	\$49,900.00
Altobelli, Megan	\$500	24.47	\$12,235.00
Landry, Dianne	\$500	4.45	\$2,225.00
Lopez, Hannah	\$300	281.44	\$84,432.00
Kweik, Maggie	\$300	3.58	\$1,074.00
Bynum, Andrew	\$400	1.8	\$720.00
Diaz, Braulio	\$300	1	\$300.00
Gravois, Julianna	\$300	0.4	\$120.00
TOTAL		2,792.44	\$1,911,624.00

Exhibit 2



About Us

Burns Charest is a young firm with a dynamic and impressive pedigree. Our founders were partners and attorneys at some of the finest commercial litigation boutiques in the nation. In 2015, we came together to build a new, aggressive platform to pursue our clients' interests.

We know that experience matters to clients and judges. And we have it. Our lawyers have actually tried a complex class action to verdict, served as co-lead counsel in multi-district litigation, secured a \$106 million judgment in the first of the 2008 mortgage meltdown cases to go to trial, obtained significant settlements in royalty-owner disputes, and regularly represented individuals and businesses in complex, bet-the-company cases.

We currently serve as co-lead counsel in national antitrust and commodity class actions. We represent numerous royalty owners in disputes against oil and gas giants. We serve hundreds of individuals whose lives have been threatened by exposure to asbestos. And we are helping landowners clean up decades of environmental damage.

We have a strong team. Our lawyers are some of the most experienced and talented of their generation, and we are happy to match our credentials against others.

Our focus is on the future. We believe firmly that our nation's legal system was designed to protect individuals and businesses from the wrongdoing of others and to assure a level playing field. As lawyers, we have an incredibly important role to play in making that system work for our clients. And we will not shy away from a fight to protect their interests.

We are Burns Charest LLP.

Firm Leadership Experience

- Co-lead counsel: *In re Upstream Addick and Barker Flood-Control Reservoirs*. (U.S. Court of Federal Claims) Representing property owners in federal takings case relating to flooding during Hurricane Harvey.
- Co-lead counsel: *In re Plaid Inc. Privacy Litigation* (N.D. Ca.) Representing consumers against fintech apps for collecting sensitive transactional private banking data without consumers' knowledge or consent.
- Member of Plaintiff Steering Committee: *In re TikTok, Inc., Consumer Privacy Litigation* (N.D. Ill.). Representing app users against TikTok, Inc. and ByteDance, Inc. for their use of biometric information obtained from app users without prior consent.
- Co-lead counsel: *In re: EpiPen (Epinephrine Injection, USP) Marketing, Sales Practices and Antitrust Litigation*, MDL No: 2785 (D. Kan.). Representing tens of thousands of American consumers and businesses in a multidistrict class action designed to recoup the overpayments on the life-saving EpiPen device.
- Member of five-person executive committee: *In re Johnson & Johnson Talcum Powder Products Marketing, Sales Practices and Products Liability Litigation* (D.N.J.). Representing thousands of women alleging that talcum powder products cause ovarian and uterine cancer.
- Co-lead counsel: *In re Anadarko Basin Oil and Gas Lease Antitrust Lit.* (W.D. Okla.). Representing mineral owners against oil and gas companies for conspiring to rig bids and limit competition for oil and gas leases.
- Co-liaison counsel: *In re: Chesapeake Barnett Royalty Litigation #2*, MDL No. 96-00003-15 (96th District Court, Tarrant County, Texas). Representing royalty and mineral owners in mass action against operator for royalty underpayments.
- Co-lead counsel: *In re: Asbestos, Catalyst, and Silica Toxic Dust Exposure Litigation*, Master Docket No. SX-15-CV-096 (U.S.V.I. Sup. Ct.). Representing several hundred individual workers exposed to asbestos while working in a refinery on St. Croix, U.S.V.I.
- Executive committee member: *In re: Domestic Airlines Antitrust Litigation* (D.D.C.). Representing millions of Americans who overpaid for airline tickets after the nation's largest carriers entered into an illegal conspiracy to fix prices and limit airline capacity.
- Co-lead counsel: *Bhatia et al v. 3M Company* (D. Minn.). Representing thousands of American dentists who purchased faulty material from one of the nation's largest dental manufacturers for use in dental crowns, which failed at unprecedented rates.
- Co-lead counsel: *In re: Crude Oil Commodity Futures Litigation* (S.D.NY.). Represented thousands of investors who lost money after rogue trading companies manipulated the market for crude oil. Burns Charest settled the case in 2015 and are administering the settlement.
- Lead counsel: *In re Automotive Parts Antitrust Litigation* (E.D. Mich.). On track to recover over \$700 million for indirect purchasers as part of an MDL accusing auto parts manufacturers of conspiring to fix prices on auto parts (Warren Burns was lead counsel while at Susman Godfrey and retained an interest in the case after founding Burns Charest).

Daniel Charest gets results for his clients in high-stakes litigation. His career reflects a history of big wins in the court room and high-profile settlement agreements. He achieves those results through a combination of smarts and daily hard work.

Daniel developed his trial-lawyer skills at a nationally-recognized litigation boutique, where he became a partner, tried cases, and ran his clients' cases. Over the years, he honed his skills into an effective, efficient approach that focuses on his client's needs and achieving the desired outcome. He left that firm to establish Burns Charest LLP. And, now, he attacks his clients' problems with skills, smarts and hard work.

Daniel's body of work reaches beyond any particular practice area. He has handled matters involving antitrust, breach of contract, oil & gas, financial-service company disputes, business torts, trade secret misappropriation and unfair competition, consumer protection, class actions, fraud, insurance bad faith, and wrongful death. His work has taken place across the United States: federal and state courts from coast to coast with plenty of places in between. Daniel's docket has involved procedural and jurisdictional challenges such as removal and remand, class certification, transfers, temporary restraining orders, temporary injunctions, and appeals. In all, the body of work is, simply, high-stakes litigation.

I recommend Daniel Charest without reservation for handling high-stakes litigation. Daniel is one of the hardest working, most talented, and easiest to work with trial attorneys I have come across.

-Jason Doughty
Senior Vice President Kosmos Energy Ltd.

In addition to his legal experience, Daniel brings real-world experience developed from working in leadership roles in industry at a young age that involved travel all over the globe and required cooperation with all forms of culture and character. While maintaining his full workload, Daniel has served as a pro bono mediator in a program administered by the Dallas courts, called "Settlement Week." And, last but not least, he is a proud husband and father.



Honors and Professional Involvement

Texas Lawyers' "Attorney of the Year 2020"

2020 "Winning Litigator" by *National Law Journal*

Best Lawyers in America, 2017-2021

Texas Super Lawyers by Thomson Reuters (2019-2020)

"Local Litigation Star" by *Benchmark Litigation*

Best Lawyers in Dallas, *D Magazine* 2020

Named "Rising Star" in Texas by Law & Politics Magazine (Thomson Reuters), 2012 - 2014

Managing Editor of the Tulane Law Review, 2003-2004

Clerked for Hon. Edith Brown Clement on the U.S. Court of Appeals for the Fifth Circuit

Admitted to practice in the District of Columbia, Texas, Virginia (inactive), and the U.S. Virgin Islands, as well as many federal and appellate courts

Representative Cases

Chesapeake Barnett Royalty Litigation

Daniel currently serves as co-liaison counsel for royalty and mineral owners in a mass action against operators for royalty underpayment. Additionally represents many individual client groups within the MDL. Currently pending in Tarrant County District Court.

In re Upstream Addicks-Barker (Texas) Flood-Control Reservoirs

Daniel was recognized for his work as lead trial counsel in securing a landmark win for Houston-area property owners in the largest takings case in U.S. history. The U.S. Court of Federal Claims held the United States liable for flooding and property damage caused by the Army Corps of Engineers' management of Houston-area reservoirs during Hurricane Harvey in 2017. The ruling allows more than 10,000 property owners to recover significant flood-damage compensation for their Fifth Amendment taking claim.

"[Daniel is] the kind of lawyer I need in difficult, time constrained matters. Tenacious, aggressive but practical. [He is] looking out for client's interests at all times. Decisive and prepared, what else can I say?"

- David Brooks

Chief Operating Officer and General Counsel of Ashford Hospitality Trust, Inc.

Oil & Gas Price Fixing

Daniel represents hundreds of Oklahoma property owners who entered into oil and gas leases with two of the nation's largest gas companies. Unbeknownst to his clients, those same companies had agreed to fix the prices they were offering on gas leases and allocate the market between them.

Dental Crowns

Daniel represents thousands of American dentists who purchased faulty material from one of the nation's largest dental manufacturers. The dentists used the materials to create dental crowns, which failed at unprecedented rates. Plaintiffs are suing to recoup the damages they incurred to replace those crowns.

Asbestos Exposure

Served as co-lead counsel on behalf of several hundred individual workers exposed to asbestos and other toxic dusts while working in a refinery on St. Croix, U.S.V.I.

Securities Litigation

Defended client Kosmos Energy against plaintiff's motion to certify a class in a securities action set in the Northern District of Texas. Served as lead attorney on the case through completion.

Exhibit 3

Selena Scola, et al. v Facebook, Inc.
Litigation Costs

Burns Charest LLP
Inception through September 2020
Current

Description	Amount
Expert Services	\$12,579.95
Lodging	\$12,762.95
Meals	\$1,255.39
Transportation	\$4,199.83
Travel Expenses	\$23,802.30
Other	\$6,334.88
TOTAL	\$60,935.30

Exhibit 3

1 Daniel Charest (admitted pro hac vice)
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

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 11/24/2020
By /s/ Joel Lacey
Deputy Clerk

10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF SAN MATEO

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

18 *Plaintiffs,*

19 v.

20 **FACEBOOK, INC.,**

21 *Defendant.*

Civil Action No. 18CIV05135

**CORRECTED DECLARATION OF
WILLIAM MOST IN SUPPORT OF
PLAINTIFFS' MOTION FOR ATTORNEYS'
FEES, REIMBURSEMENT OF COSTS, AND
SERVICE AWARDS**

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

Trial Date: None Set
2nd Amended Complaint Filed: June 30, 2020

1 I, William Most, declare and state as follows:

2 1. I am an attorney licensed to practice in California and Louisiana. I am the founder and
3 owner of the Law Office of William Most, L.L.C., a civil rights law firm based in New Orleans,
4 Louisiana. I serve as counsel for Plaintiffs in this action. I am over 18 years of age, and I have personal
5 knowledge of the facts set forth herein. If called as a witness, I could and would testify competently to
6 them.

7 2. I make this corrected declaration in support of Plaintiffs' Motion for Attorneys' Fees,
8 Reimbursement of Costs, and Service Awards.

9 3. I graduated in 2005 from Harvard College with an A.B. in Biology. I graduated in 2011
10 from the University of California, Berkeley, School of Law with a J.D.

11 4. At Berkeley I received the Order of the Coif, an award given to the top 10% of each
12 class. I also graduated with a Certificate of Specialization in Environmental Law.

13 5. From 2011 to 2014, I was an associate at the law firm of Briscoe Ivester & Bazel, LLP,
14 in San Francisco, CA.

15 6. Since 2014, I have owned and operated the Law Office of William Most, L.L.C. The
16 Law Office of William Most, LLC is a full-service law firm based in New Orleans. The majority of our
17 work is civil rights litigation, especially under Section 1983, the Americans With Disabilities Act, and
18 Title VII. We also handle family law, contract disputes, transactional work, and employment issues.

19 7. My skills include all aspects of civil litigation, from case development and investigation,
20 discovery, pre-trial motion practice, trial, and appeal.

21 8. I have initiated and/or worked as counsel on several class action lawsuits in addition to
22 this case, including *Mobley v. Facebook, Inc.*, 16-cv-06440-EJD (N.D. Cal.), *Neuhtah Opiotennione v.*
23 *Facebook, Inc.*, 19-cv-07185-JSC (N.D. Cal.), *Hakeem Meade v. Paul Bonin*, 20-cv-01455 (E.D. La.),
24 and *Brian Humphrey v. James LeBlanc*, 20-cv-00233 (M.D. La.).

25 9. I serve on the board of the National Police Accountability Project and the Prisoner to
26 Patient PCORI Research Program.
27
28

1 10. I am admitted to the bars of Louisiana, California, the U.S. Circuit Courts for the Fifth
2 and Ninth Circuits, all three federal district courts of Louisiana, and the Northern and Eastern Districts
3 of California.

4 11. I have been a panelist on CLE presentations, such as “How to Litigate an Over-detention
5 Claim,” on Feb 15, 2019, hosted by the Civil Rights Etouffee. I have been selected to the 2020 and
6 2021 Louisiana Rising Stars list of Super Lawyers.

7 12. I am an author on publications including:

- 8 a. Wennerstrom A, Henderson N, Niyogi A, Martin D, Reilly B, Tatum T, Sugarman M,
9 Covington R, Logan J, Most W, Springgate B. *Building partnerships with formerly*
10 *incarcerated people: Lessons learned from the Prisoner to Patient project.* Patient
11 Centered Outcomes Research Institute Annual Meeting, Arlington, VA. (November 1,
12 2017.)
- 13 b. Most, William Brock and Weissman, Steven, *Trees and Power Lines: Minimizing*
14 *Conflicts between Electric Power Infrastructure and the Urban Forest* (2012). Center
15 for Law, Energy & the Environment Publications. Paper 36.
16 <http://scholarship.law.berkeley.edu/cleepubs/36>

17 13. The Law Office of William Most, L.L.C. has performed work on this case since 2018,
18 including, among other things:

- 19 a) establishing initial contact with the lead named plaintiff, and investigating her claims;
20 b) conducting pre-filing investigation into the conditions faced by Facebook content
21 moderators and the possible causes of action;
22 c) conducting initial legal research and case theory research;
23 d) building legal team capacity to undertake representation of the lead plaintiff;
24 e) investigation into NCMEC, Technology Coalition, and other organization best practices;
25 f) legal research into ultrahazardous activity theory of liability;
26 g) client contact and communication;
27 h) preparation of portions of mediation brief;
28 i) receiving contact from potential class representatives;

1 j) gathering time and expense information for the instant Motion for Attorneys' Fees,
2 Costs, and Service Awards.

3 14. The schedule attached hereto as **Exhibit 1** is a summary chart indicating the amount of
4 time spent by the attorneys and other professional support staff at Law Office of William Most, L.L.C.
5 who were involved in this litigation and the lodestar calculation based on my firm's billing rates for the
6 period from inception through September 2020. The schedule was prepared from contemporaneous,
7 daily time records regularly prepared and maintained by my firm and which are available for review by
8 the Court. The total lodestar amount for my firm's work at current rates is \$60,095, based upon 70.7
9 hours billed.

10 15. Attached as **Exhibit 2** is my resume.

11 16. As detailed in **Exhibit 3**, Law Office of William Most, L.L.C. has incurred a total of
12 \$1,015.00 in unreimbursed expenses during the period from inception to September 2020. The records
13 of these expenses are maintained by Burns Charest in the regular course of business and are evidenced
14 by invoices, bills, and records of the firm's automated cost recovery applications. I have reviewed these
15 costs, summarized in **Exhibit 3**, and affirm that they are true and accurate. Law Office of William Most,
16 L.L.C. incurred additional costs that are not included in this calculation.

17 17. The Law Office of William Most, L.L.C. has prosecuted this litigation on a contingent
18 fee basis—taking the risk that the firm would not be compensated for services rendered. In committing
19 its time and resources to this matter, my firm has forgone other legal work for which it could have been
20 compensated.

21 18. The Law Office of William Most reasonably anticipates expending additional time and to
22 incur additional expenses in the case. Such time is not included in this Corrected Declaration, the
23 exhibits hereto, or Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Costs, and Service Awards.

24 I declare under penalty of perjury under the laws of the State of California that the foregoing is
25 true and correct:.

26
27 Date: November 23, 2020

By: _____



28 William Most

Exhibit 1

Selena Scola, et al. v Facebook, Inc.
Litigation Lodestar

Law Office of William Most L.L.C.
Inception through September 2020
Current

Timekeeper	Rate	Hours	Total
Most, William	\$850	70.7	\$60,095.00
TOTAL		70.7	\$60,095.00

Exhibit 2

WILLIAM BROCK MOST

201 St. Charles Ave., Ste. 114, # 101 ♦ New Orleans, LA 70170

(504) 509-5023

williammost@gmail.com

EDUCATION

UNIVERSITY OF CALIFORNIA, BERKELEY, SCHOOL OF LAW, Berkeley, CA

J.D., May 2011

Order of the Coif (top 10% of class); Certificate of Specialization in Environmental Law

Activities:

East Bay Community Law Center, Eviction Defense Clinic

Externships at U.S. D.O.J., Environmental Law Foundation, Center for Ocean Solutions

THE GEORGE WASHINGTON UNIVERSITY LAW SCHOOL, Washington, DC

1L, GPA: 3.711

George Washington Scholar (top 1% to 15% of class)

HARVARD COLLEGE, Cambridge, MA

A.B., Biology, June 2005

EXPERIENCE

LAW OFFICE OF WILLIAM MOST, L.L.C., New Orleans, LA

Founder and Lead Attorney

October 2014 to Present

- Discovered a pattern of overdetention by the Louisiana Department of Public Safety affecting more than 2,000 Louisiana residents each year; developed and litigated legal campaign to end practice and seek compensation.
- Litigated a range of plaintiff-side employment cases, involving discrimination on the basis of disability, pregnancy, gender, race, and abortion.
- Supervised attorneys in a substantial range of First Amendment litigation, including a win at trial in a case involving retaliation for filing a judicial ethics complaint.
- Represented Glenn Ford, a man who spent twenty-nine years on death row for a crime he did not commit. Assembled a team of lawyers, law professors, and law and medical students. Handled local and international media coverage, including the New York Times, CNN, Nightline, and others.
- Represented seventeen Angola inmates in ADA / Section 1983 lawsuits related to the denial of medical care.
- Currently handling lawsuits involving Section 1983, Fair Housing Act, Title VII, Pregnancy Discrimination Act, prison conditions, discrimination on the basis of gender, pregnancy, race, and disability. Currently litigating high profile cases against Facebook, Uber, *etc.*
- Initiated and/or worked as counsel on several class action lawsuits in addition to the case at bar, including *Mobley v. Facebook, Inc.*, 16-cv-06440-EJD (N.D. Cal.), *Scola v. Facebook, Inc.*, 18-civ-05135 (San Mateo Cnty., Cal.), *Neuhtah Opiotennione v. Facebook, Inc.*, 19-cv-07185-JSC (N.D. Cal.), *Hakeem Meade v. Paul Bonin*, 20-cv-01455 (E.D. La.), and *Brian Humphrey v. James LeBlanc*, 20-cv-00233 (M.D. La.).

AQUA TERRA AERIS LAW GROUP, Oakland, CA

Of Counsel

October 2015 to Present

- Initiated and conducted a legal campaign to protect California drinking water from fracking waste.

INDEPENDENT POLICE MONITOR, New Orleans, LA

Attorney for Use of Force Investigations

October 2014 to July 2019

- Contract investigation of officer-involved uses of force and racial discrimination complaint classification.

BRISCOE IVESTER & BAZEL LLP, San Francisco, CA

Associate

September 2011 to August 2014

- Represented California tribes, farmers, municipalities, state agencies, regional planning agencies, family trusts, private landowners, and corporations.

ATLANTIC STATES MARINE FISHERIES COMMISSION, Washington, D.C.

Executive Assistant to the Executive Director

August 2006 to June 2008

- Coordinated with United States congressional offices; supported the Commission's Five-Year Strategic Plan

SALTWATER, INC., Dutch Harbor, AK

Fisheries Biologist

August 2005 to March 2006

- Worked aboard commercial fishing vessels in the Bering Sea, collecting fisheries data for NMFS

OTHER:

- Advisory Board, Prisoner to Patient PCORI Research Program 2017 to present
- Certificate of Honor from the San Francisco District Attorney 2014
- Appointed by San Francisco Board of Supervisors to Urban Forestry Council 2013 to 2014
- Court Appointed Special Advocate (CASA) for a San Francisco foster youth 2012 to 2014
- Editor, Climate Change Law and Policy Reporter 2012 to 2013

Exhibit 3

Selena Scola, et al. v Facebook, Inc.
Litigation Costs

Law Office of William Most, L.L.C.
Inception through September 2020
Current

Description	Amount
Meals	\$2.50
Transportation	\$9.50
Travel Expenses	\$803
Other	\$200
TOTAL	\$1,015.00

Exhibit 4

Electronically
FILED

by Superior Court of California, County of San Mateo
ON 10/9/2020

By /s/ Jacqueline Giuliacci
Deputy Clerk

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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 PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR ATTORNEYS' FEES, REIMBURSEMENT OF COSTS, AND SERVICE AWARDS

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

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

I, Sonya Norman, declare and state as follows:

1. I am making this declaration in support of Plaintiff's Notice of Motion and Motion for Attorneys' Fees, Reimbursement of Costs, and Service Awards.

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

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

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

25 5. Trauma exposure like that suffered by content moderators can cause PTSD. Indeed, the
26 current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM-5) states that PTSD
27 can be caused by "[e]xposure to actual or threatened death serious injury, or sexual violence [by]

28

1 experiencing repeated or extreme exposure to aversive details of the traumatic event(s)”¹ The
2 DSM-5 expressly states that work-related exposure through electronic media, such as the exposure
3 experienced daily by Facebook content moderators, can lead to PTSD.²

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

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

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

19 9. Though I did not consider costs when I developed my proposed treatment plan, instead
20 focusing solely on the most effective course of treatment, I did separately estimate the cost to put that
21 plan into action, so that Plaintiffs’ counsel could negotiate in good faith for an effective resolution. I
22 considered prevalence rates for PTSD and other trauma-related disorders, which I drew from peer-
23 reviewed literature, and applied prevailing fees for psychotherapists and psychologists in the areas
24 where Facebook content moderators are employed. In this way I was able to estimate the amount of
25 money necessary to ensure effective treatment for the members of the proposed class.

26
27 _____
28 ¹ Am. Psychiatric Ass’n, *Diagnostic and Statistical Manual of Mental Disorders* 271 (5th ed. 2013)
(emphasis added).

² *Id.*

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

4 11. It is my understanding, based on my review of the Settlement Agreement reached
5 between Plaintiffs' counsel and Facebook's counsel, that Plaintiffs' counsel negotiated a payment of \$52
6 million from Facebook to the class of content moderators. Under the Settlement Agreement, every
7 member of the class will receive \$1,000 which they can use to seek a diagnostic evaluation from a
8 licensed clinician. Seeking a diagnostic evaluation from a licensed clinician is a crucial first step to
9 receiving treatment and recovering from the harm caused by viewing traumatic materials. By providing
10 the funds to cover the cost of the evaluation, the Settlement Agreement removes an obstacle that would
11 dissuade many current or former content moderators from seeking the treatment they need.

12 12. The Settlement Agreement also provides for payments to cover the cost of treatment.
13 Absent these payments, many current or former content moderators would possibly forego the
14 treatment they need to provide relief from the ill effects of their work as content moderators.

15 13. The Settlement Agreement also provides for payments for "other damages," which I
16 understand can include payments for pain and suffering. Based on my research and clinical experience
17 working with people suffering from PTSD and related disorders, I am aware of the intense suffering
18 these disorders can cause. The payments for other damages represent an acknowledgment by Facebook
19 of the pain the class members have endured. Such an acknowledgment can be an important part of the
20 healing process; a step that can help the class members move forward with their lives.

21 14. It is my belief that the Settlement Agreement will accomplish the goal of providing
22 adequate treatment to any content moderator that needs it. By negotiating an amount that provides for
23 treatment for all class members, and by structuring the payments in a way that will encourage class
24 members to take advantage of the treatment the settlement makes available to them and that
25 acknowledges the pain they have endured, Plaintiffs' counsel have created a solution that will provide a
26 multi-level benefit to class members.

27
28 I declare under penalty of perjury and the laws of the United States that the foregoing is true and

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correct and this Declaration is executed in San Diego, California on October 8, 2020.

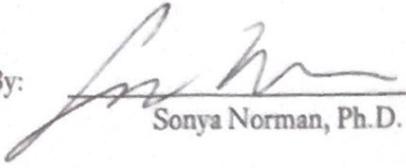
By: 
Sonya Norman, Ph.D.

Exhibit 5

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Electronically
FILED

by Superior Court of California, County of San Mateo

ON 11/24/2020

By /s/ Joel Lacey
Deputy Clerk

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

**CORRECTED DECLARATION OF
PATRICIA WATSON, Ph.D., IN SUPPORT
OF PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES, REIMBURSEMENT
OF COSTS, AND SERVICE AWARDS**

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

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

I, Patricia Watson, declare and state as follows:

1. I am making this declaration in support of Plaintiff's Notice of Motion and Motion for Attorneys' Fees, Reimbursement of Costs, and Service Awards.

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

13 3. I began work with Plaintiffs' counsel in January 2019 and was retained on February 15,
14 2019. I was asked to create a set of safeguards designed to protect content moderators working for
15 Facebook and its vendors who review images and videos depicting extreme violence, sexual abuse, and
16 other disturbing material as part of their employment.

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

23 5. Changes to the work environment can mitigate the risk of developing PTSD for Content
24 moderators. Salutary changes promoting resilience for Content moderators include contact with
25 experienced colleagues, support through supervisors and managers, successful outcomes in work,
26 gradual introduction to images, allowing time to prepare mentally, remaining analytical, flexibility at
27 work, taking breaks, determining the best time and location to view the disturbing materials, education
28 on coping strategies in the workplace, acknowledging the risks associated with trauma work and

1 planning one's work in light of this, and having supervisors who are sensitive to reactions of employees.
2 Outside of work, protective factors have included strong family, friends and interests outside the work,
3 use of adaptive thinking and active problem-solving strategies, getting exercise, and seeking counseling.

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

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

17 8. The Settlement Agreement reached between Plaintiffs and Facebook contains robust
18 provisions for ensuring that Facebook's vendors will engage in a thorough intake process that informs
19 the incoming candidate about the nature of the work and provides the vendor with an opportunity to
20 assess the candidate's suitability for the work, including the following:

- 21 • § 5.1.1(ii): "Each U.S. Facebook Vendor will conduct resiliency pre-screening and
22 assessments as part of their recruitment and hiring processes."
- 23 • § 5.1.1(iii): "Each U.S. Facebook Vendor will make individual one-on-one coaching
24 sessions with a Clinician available to Content Moderators within the first month of
25 onboarding and throughout employment"
- 26 • § 5.1.1(iv): "Each U.S. Facebook Vendor will make group wellness sessions with a
27 Clinician available to Content Moderators on a monthly basis during onboarding and
28 throughout employment."

1 These provisions ensure that Facebook and its vendors can adequately assess incoming content
2 moderators' ability to handle the work and that, once hired, the content moderators will have adequate
3 mental health resources available to them.

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

12 10. Section 5.1.1(iv) of the Settlement Agreement requires Facebook's vendors to provide
13 monthly group wellness sessions available to all content moderators. The group wellness sessions will be
14 led by clinicians who are "licensed, certified, experienced in the area of mental health counseling, and
15 familiar with symptoms of and Diagnostic and Statistical Manual of Mental Disorders (DSM-5) Criteria
16 for Post-Traumatic Stress Disorder ('PTSD')."

17 11. Facebook and its vendors should be required to provide licensed and qualified mental
18 health professionals on-site. Same-day, on-site counseling should be available for all content moderators
19 who ask for it. The employer should be required hire sufficient health care professionals to ensure
20 adequate care is available for all content moderators.

21 12. Section 5.1.1(i) of the Settlement Agreement ensures that Facebook's vendors will
22 provide adequate on-site mental health support by requiring the vendors to hire "sufficient Clinicians in
23 order to allow for coverage during all shift hours." As noted in paragraph 10, above, the clinicians will
24 have sufficient licensing, training, and experience to provide the proper level of care to all content
25 moderators who need it.

26 13. Early intervention and treatment are crucial to address mental health issues that may be
27 developing. Section 5.1.1(v) meets this crucial step by requiring Facebook's vendors to provide one-on-

1 one counseling sessions with a licensed, trained clinician within the next working day when asked by a
2 content moderator.

3 14. Facebook and its vendors should implement tooling enhancements enabling content
4 moderators to control how images and videos are viewed. These tooling enhancements can mitigate the
5 harmful effects of constantly viewing potentially traumatic materials and give workers a sense of control
6 over their work environment that contributes to their resilience.

7 15. Sections 5.1.5 and 5.1.6 of the Settlement Agreement require Facebook's vendors to
8 implement significant tooling enhancements to provide content moderators with a level of control over
9 their viewing environment, including the ability to blur images, view images in black and white, block
10 out faces, mute videos, preview videos as thumbnails, and disable auto-play for videos, among things.

11 16. I have reviewed the Settlement Agreement between Plaintiffs and Facebook. In my
12 opinion, the Settlement Agreement contains adequate safeguards to ensure that, going forward, content
13 moderators will work in an environment that provides adequate care and support, and that is relatively
14 safe for content moderators, given the nature of their work.

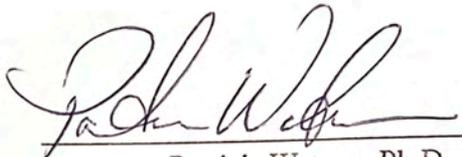
15 17. While conducting my research for Plaintiffs, I estimated the cost of providing on-site
16 clinicians sufficient to provide counseling for all content moderators. I estimated that in light of all the
17 demands on the clinicians' time, including conducting intake interviews, monthly group wellness
18 sessions, and weekly individual counseling sessions, Facebook and its vendors would need to hire one
19 clinician for every fifty content moderators. My understanding is that Facebook and its vendors employ
20 approximately 11,400 content moderators. Based on that estimate, Facebook and its vendors would need
21 to hire approximately 228 clinicians, at an estimated cost of \$150,000 per clinician per year (based on
22 prevailing fees for psychotherapists and psychologists in the areas where Facebook content moderators
23 are employed), for a total cost of approximately \$34,200,000.

24 18. While I do not know the exact number of clinicians Facebook and its vendors will hire, it
25 is clear that by negotiating the nonmonetary consideration to be provided by Facebook and its vendors
26 under the Settlement Agreement, Plaintiffs' counsel have significantly increased the total value of the
27 settlement.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: November 23, 2020

By: 

Patricia Watson, Ph.D.

Exhibit 6

1 Daniel Charest (admitted pro hac vice)
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

Electronically
FILED

by Superior Court of California, County of San Mateo

ON 11/24/2020

By /s/ Joel Lacey
Deputy Clerk

Class Counsel

7 SUPERIOR COURT OF CALIFORNIA

8 COUNTY OF SAN MATEO

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

14 *Plaintiffs,*

15 v.

16 **FACEBOOK, INC.,**

17 *Defendant.*

Civil Action No. 18CIV05135

**CORRECTED DECLARATION OF CLASS
REPRESENTATIVE ALLISON TREBACZ
IN SUPPORT OF PLAINTIFFS' MOTION
FOR ATTORNEYS' FEES,
REIMBURSEMENT OF COSTS, AND
SERVICE AWARDS**

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

Trial Date: None Set
2nd Amended Complaint Filed: June 30, 2020

1 I, Allison Trebacz, declare and state as follows:

2 1. I am a named plaintiff in the above-referenced Action.¹ I am submitting this corrected
3 declaration in support of final approval of the Settlement of this Action for \$52,000,000. I also submit
4 this corrected declaration in support of Class Counsel's application for an award of attorneys' fees and
5 expenses of up to \$17,000,000, or 33% of the Settlement Fund, and my request for a Class
6 Representative Service Award of \$7,500 for the significant time, personal risk, and effort I put into
7 representing the Settlement Class. I have personal knowledge of the statements herein, and if called as
8 a witness, would competently testify thereto.

9
10 2. I worked for Cognizant at their Phoenix, Arizona location from April 2017 through April
11 2018, first as a Quality Analyst and later on as a Subject Matter Expert (i.e., Content Moderator). I
12 hoped working as a Content Moderator would aid my career aspirations of working as a tech writer.

13
14 3. As a Content Moderator, I was required to watch extremely violent and disturbing
15 content including numerous mass shootings. For example, in the aftermath of the Las Vegas shooting, I
16 had to watch and decipher footage of the event and its aftermath for weeks to determine at what point
17 people in the video could be considered dead bodies.

18
19 4. As a result of providing content moderation services through Facebook's content review
20 platform, I developed and continue to suffer from debilitating symptoms including paranoia and
21 anxiety. I am averse to using social media because it reminds me of the graphic material to which I was
22 frequently exposed. Moreover, my ability to thrive in employment has been detrimentally affected. For
23 several months after I left my position as a Content Moderator, I had great difficulty trusting my
24 coworkers and supervisors in my new workplace. Even now, I have difficulty feeling safe and
25 comfortable while at work. These symptoms interfere with my daily life.

26
27
28 ¹ The capitalized terms used herein have the same meanings as set forth in the Settlement Agreement
and Release ("Settlement").

1 5. I sought treatment for these symptoms and was formally diagnosed with anxiety
2 disorder and depression. Many of these symptoms persist to today, and I continue to see a therapist to
3 address them.

4 6. I have been in communication with Class Counsel since 2018. During initial
5 conversations I described my experiences as a Content Moderator and provided Class Counsel with
6 insight into the conditions and workplace environment at the Phoenix location. I also discussed the
7 possibility of formally joining the lawsuit as a Class representative during those conversations.
8

9 7. I joined this lawsuit as a Class representative alleging claims relating to injuries I
10 sustained through my work as a Content Moderator. I realized at the time that I may be exposing myself
11 to legal risk by breaching the nondisclosure agreement that I had been forced to enter into. I was also
12 concerned that my participation as a Class representative may affect my future career prospects in the
13 technology industry. In particular, I worried certain technology companies may blacklist me as a result
14 of my participation in this lawsuit.
15

16 8. Despite these concerns, I decided to join as a Class representative because I knew that
17 many Content Moderators were experiencing symptoms similar to mine as a result of their work. I
18 hoped that my involvement in the lawsuit could make a difference, particularly because I had been one
19 of the first Content Moderators to work at the Phoenix site and had valuable information and insight.
20

21 9. My passion for helping Content Moderators extends beyond my participation as a Class
22 representative, and I have spent a significant amount of time thinking about the issues faced by Content
23 Moderators. In fact, I recently wrote an article about the ways in which the tech industry can improve
24 content moderator jobs. Additionally, I have begun a graduate program addressing the social effects of
25 technology.
26

27 10. My active representation of the Settlement Class included: (a) regularly consulting with
28 my attorneys through written communications, telephone calls, and several in-person meetings; (b)
reviewing documents filed by my attorneys and various orders entered by the Court; (c) providing input

1 regarding litigation and settlement strategy; (d) locating and providing documents early on in litigation;
2 and (e) discussing the parameters for an appropriate resolution of the case and ultimately agreeing to
3 the Settlement. I estimate that I spent approximately 50 hours in fulfilling these obligations.

4 11. Moreover, by participating as a Class representative, I publicly acknowledged
5 experiencing symptoms such as anxiety and paranoia. I would rather not have disclosed experiencing
6 these symptoms in such a public forum, but I did so on behalf of the class.

7
8 12. I authorized my attorneys to enter into the proposed Settlement. I discussed with my
9 attorneys the substantial benefits to the Settlement Class and weighed them against the significant risks
10 and uncertainties of continued litigation. I believe that the Settlement represents a highly favorable
11 recovery and is in the best interest of the Class. It provides meaningful monetary compensation for
12 Settlement Class Members for their exposure to potentially traumatic material. It also provides funding
13 for Class Members to obtain treatment for the harm caused to them. I am also very proud of the
14 Practice and Tooling Enhancements that are being implemented to protect others from suffering similar
15 harm in the future.

16
17 13. I believe this Settlement would not have been achieved without the diligent efforts of my
18 attorneys, who aggressively and successfully litigated this case. I am familiar with the terms of the
19 proposed Settlement. Accordingly, I believe that the Settlement is ultimately fair, reasonable, and
20 adequate, and should be approved by the Court.

21
22 14. Although I recognize that any determination of fees and expenses is ultimately left to the
23 Court, I approve the request for attorneys' fees and expenses of up to \$17,000,000.

24 15. As indicated above, I estimate that I devoted approximately 50 hours to the prosecution
25 of this case. I respectfully request a service award of \$7,500 for the time I spent prosecuting the case on
26 behalf of the Settlement Class. I did not litigate this Action to obtain any special benefit nor has any
27 such benefit been promised to me. I have not received, been promised or offered and will not accept
28 any form of compensation, directly or indirectly, for prosecuting or for serving as a representative party

1 in this Action except for (a) such damages or other relief as the Court may award me as a member of
2 the Class; and (b) reimbursement of actual and reasonable out-of-pocket expenditures incurred directly
3 connected to prosecuting this lawsuit.
4

5 I declare under penalty of perjury under the laws of the State of California that the foregoing is
6 true and correct and this Corrected Declaration is executed in Phoenix, Arizona, on November 23,
7 2020.

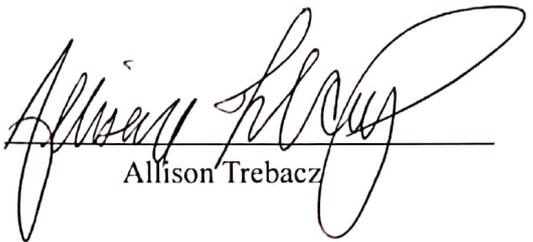
8 By: 
9 Allison Trebacz

Exhibit 7

1 Daniel Charest (admitted pro hac vice)
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

Electronically
FILED

by Superior Court of California, County of San Mateo

ON 11/24/2020

By /s/ Joel Lacey
Deputy Clerk

Class Counsel

7 SUPERIOR COURT OF CALIFORNIA

8 COUNTY OF SAN MATEO

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

14 *Plaintiffs,*

15 v.

16 **FACEBOOK, INC.,**

17 *Defendant.*

Civil Action No. 18CIV05135

**CORRECTED DECLARATION OF CLASS
REPRESENTATIVE JESSICA SWARNER
IN SUPPORT OF PLAINTIFFS' MOTION
FOR ATTORNEYS' FEES,
REIMBURSEMENT OF COSTS, AND
SERVICE AWARDS**

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

Trial Date: None Set
2nd Amended Complaint Filed: June 30, 2020

1 I, Jessica Swarner, declare and state as follows:

2 1. I am a named plaintiff in the above-referenced Action.¹ I am submitting this corrected
3 declaration in support of final approval of the Settlement of this Action for \$52,000,000. I also submit
4 this corrected declaration in support of Class Counsel's application for an award of attorneys' fees and
5 expenses of up to \$17,000,000, or 33% of the Settlement Fund, and my request for a Class
6 Representative Service Award of \$7,500 for the significant time, personal risk, and effort I put into
7 representing the Settlement Class. I have personal knowledge of the statements herein, and if called as
8 a witness, would competently testify thereto.

9
10 2. I worked for Cognizant as a Social Media Content Analyst and Process Executive (i.e.,
11 Content Moderator) at their Phoenix, Arizona location from August 2017 through August 2018. I hoped
12 working as a Content Moderator would aid my career aspirations of working in technology journalism.
13 At the time I was really interested in the technology industry and I knew this job would teach me a lot
14 about these platforms. I also wanted to protect people who use these platforms from experiencing
15 traumatic material.

16
17 3. As a Content Moderator, I was required to watch extremely violent and disturbing
18 content including, murders, pornography, live suicides, animal abuse, accidental death, and explicit
19 violence.

20
21 4. As a result of providing content moderation services through Facebook's content review
22 platform, I developed and continue to suffer from debilitating symptoms including: panic attacks,
23 anxiety, depression, difficulty maintaining healthy relationships with family and friends, nightmares,
24 and difficulty distinguishing fictional violence from reality. These symptoms interfere with my daily
25 life.

26
27
28 ¹ The capitalized terms used herein have the same meanings as set forth in the Settlement Agreement
and Release ("Settlement").

1 5. I sought treatment for these symptoms after I stopped working as a Content Moderator
2 and was formally diagnosed with anxiety disorder and mild depression. I was prescribed medication for
3 these symptoms.

4 6. I have been in communication with Plaintiffs' Counsel since 2018. During initial
5 conversations I described my experiences as a Content Moderator and provided Plaintiffs' Counsel with
6 insight into the conditions and workplace environment at the Phoenix location. I also discussed the
7 possibility of formally joining the lawsuit as a Class representative during those conversations.

8 7. I joined this lawsuit as a Class representative alleging claims relating to injuries I
9 sustained through my work in content moderation for Facebook. I realized at the time that I may be
10 exposing myself to legal risk by breaching the nondisclosure agreement that I had been forced to enter
11 into. I feared that Facebook would take legal action against me or accuse me of violating the NDA. I
12 am interested in pursuing a career in technology journalism, and I was concerned that my participation
13 in this lawsuit could adversely affect my prospects for employment in that field.

14 8. Moreover, by participating as a Class representative, I publicly acknowledged
15 experiencing symptoms such as anxiety and paranoia. I would rather not have disclosed experiencing
16 these symptoms in such a public forum, but I did so on behalf of the class.

17 9. Despite these concerns, I decided to join as a Class representative because I think it is
18 very important for Content Moderators to get the help they need, and I know that Content Moderators
19 were affected by this work and that they needed the treatment. It was also important to me to aid in the
20 creation of protections that could be implemented to prevent future Content Moderators from
21 experiencing the trauma I experienced.

22 10. My active representation of the Settlement Class included: (a) regularly consulting with
23 my attorneys through written communications, telephone calls, and several in-person meetings; (b)
24 reviewing documents filed by my attorneys and various orders entered by the Court; (c) providing input
25 regarding litigation and settlement strategy; and (d) discussing the parameters for an appropriate

1 resolution of the case and ultimately agreeing to the Settlement. I estimate that I spent approximately
2 50 hours in fulfilling these obligations.

3 11. I authorized my attorneys to enter into the proposed Settlement. I discussed with my
4 attorneys the substantial benefits to the Settlement Class and weighed them against the significant risks
5 and uncertainties of continued litigation. I believe that the Settlement represents a highly favorable
6 recovery and is in the best interest of the Class. It provides meaningful monetary compensation for
7 Settlement Class Members for their exposure to potentially traumatic material. It also provides funding
8 for Class Members to obtain treatment for the harm caused to them. I am also very proud of the
9 Practice and Tooling Enhancements that are being implemented to protect others from suffering similar
10 harm in the future.
11

12 12. I believe this Settlement would not have been achieved without the diligent efforts of my
13 attorneys, who aggressively and successfully litigated this case. I am familiar with the terms of the
14 proposed Settlement. Accordingly, I believe that the Settlement is ultimately fair, reasonable, and
15 adequate, and should be approved by the Court.
16

17 13. Although I recognize that any determination of fees and expenses is ultimately left to the
18 Court, I approve the request for attorneys' fees and expenses of up to \$17,000,000.
19

20 14. As indicated above, I estimate that I devoted approximately 50 hours to the prosecution
21 of this case. I respectfully request a service award of \$7,500 for the time I spent prosecuting the case on
22 behalf of the Settlement Class. I did not litigate this Action to obtain any special benefit nor has any
23 such benefit been promised to me. I have not received, been promised or offered and will not accept
24 any form of compensation, directly or indirectly, for prosecuting or for serving as a representative party
25 in this Action except for (a) such damages or other relief as the Court may award me as a member of
26 the Class; and (b) reimbursement of actual and reasonable out-of-pocket expenditures incurred directly
27 connected to prosecuting this lawsuit.
28

Exhibit 8

1 Daniel Charest (admitted pro hac vice)
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4 Dallas, Texas 75202
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6 Facsimile: (469) 444-5002
7 dcharest@burnscharest.com

Electronically
FILED

by Superior Court of California, County of San Mateo
ON 11/24/2020

By /s/ Joel Lacey
Deputy Clerk

8 *Class Counsel*

9 SUPERIOR COURT OF CALIFORNIA

10 COUNTY OF SAN MATEO

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

17 *Plaintiffs,*

18 v.

19 **FACEBOOK, INC.,**

20 *Defendant.*

Civil Action No. 18CIV05135

**CORRECTED DECLARATION OF CLASS
REPRESENTATIVE GREGORY SHULMAN
IN SUPPORT OF PLAINTIFFS' MOTION
FOR ATTORNEYS' FEES,
REIMBURSEMENT OF COSTS, AND
SERVICE AWARDS**

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

Trial Date: None Set
2nd Amended Complaint Filed: June 30, 2020

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Civil Action No. 18-CIV-05135

**CORRECTED DECLARATION OF GREGORY SHULMAN IN SUPPORT OF PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES, REIMBURSEMENT OF COSTS, AND SERVICE AWARDS**

1 I, Gregory Shulman, declare and state as follows:

2 1. I am a named plaintiff in the above-referenced Action.¹ I am submitting this corrected
3 declaration in support of final approval of the Settlement of this Action for \$52,000,000. I also submit
4 this corrected declaration in support of Class Counsel's application for an award of attorneys' fees and
5 expenses of up to \$17,000,000, or 32% of the Settlement Fund, and my request for a Class
6 Representative Service Award of \$7,500 for the significant time, personal risk, and effort I put into
7 representing the Settlement Class. I have personal knowledge of the statements herein, and if called as
8 a witness, would competently testify thereto.

9
10 2. I worked for Accenture Flex as a Content Review Analyst (i.e., Content Moderator) at
11 their Austin, Texas location from July 2019 through December 2019. When I first began the job, I
12 hoped working as a Content Moderator would help my career aspirations of working in data analytics.

13
14 3. As a Content Moderator, I was required to watch extremely violent and disturbing
15 content including beatings, murder, child rape, and child sexual exploitation. One category of video that
16 has stuck with me was "crushing," a fetish involving the crushing of an infant for sexual gratification.

17
18 4. As a result of providing content moderation services through Facebook's content review
19 platform, I developed and continue to suffer from debilitating symptoms including: hypervigilance
20 around children, unnecessary aggression, irritability, and loss of sleep. These symptoms interfere with
21 my daily life. At my current job as an account representative for automotive dealerships, I still struggle
22 with sitting in front of a computer screen because I am constantly reminded of my experiences as a
23 Content Moderator.

24
25 5. Due to symptoms I developed as a result of my work as a Content Moderator, I sought
26 treatment and was formally diagnosed with anxiety disorder and mild depression.

27
28 ¹ The capitalized terms used herein have the same meanings as set forth in the Settlement Agreement
and Release ("Settlement").

1 6. I joined this lawsuit as a Class representative alleging claims relating to injuries I
2 sustained through my work in Content Moderation. I realized that by formally participating as a Class
3 representative, I was putting myself at legal risk by breaching the nondisclosure agreement that I had
4 been forced to enter into. I also had concerns about how my participation as a Class representative
5 could affect my future career prospects in the technology industry. I was particularly concerned that
6 potential employers may search my name on the internet and quickly learn about my involvement in
7 this lawsuit.
8

9 7. Despite these concerns, I made the decision to join as a Class representative because I
10 feel passionately that Content Moderators should work in a safe and healthy environment. I also believe
11 strongly that Content Moderators should have access to therapists and counselors on the worksite.
12

13 8. My active representation of the Settlement Class included: (a) regularly consulting with
14 my attorneys through written communications and several telephone calls; (b) reviewing documents
15 filed by my attorneys and various orders entered by the Court; (c) providing input regarding litigation
16 and settlement strategy; and (d) discussing the parameters for an appropriate resolution of the case and
17 ultimately agreeing to the Settlement. I estimate that I spent approximately 40 hours in fulfilling these
18 obligations.
19

20 9. Through my participation as a Class representative, I have had to recount many of the
21 traumatic experiences in conversations with my attorneys. These conversations have caused me to
22 recall experiences that I had buried and tried to forget. And while I was willing to share these
23 experiences, I would rather not have had to revisit the memories in that context. I made that sacrifice
24 for the benefit of the Class. My experiences as a Content Moderator has been the subject of many
25 meetings with my mental health counselor.
26

27 10. I authorized my attorneys to enter into the proposed Settlement. I discussed with my
28 attorneys the substantial benefits to the Settlement Class and weighed them against the significant risks
and uncertainties of continued litigation. I believe that the Settlement represents a highly favorable

1 recovery and is in the best interest of the Class. It provides meaningful monetary compensation for
2 Settlement Class Members for their exposure to potentially traumatic material. It also provides funding
3 for Class Members to obtain treatment for the harm caused to them. I am also very proud of the
4 Practice and Tooling Enhancements that are being implemented to protect others from suffering similar
5 harm in the future.

6
7 11. I believe this Settlement would not have been achieved without the diligent efforts of my
8 attorneys, who aggressively and successfully litigated this case. I am familiar with the terms of the
9 proposed Settlement. Accordingly, I believe that the Settlement is ultimately fair, reasonable, and
10 adequate, and should be approved by the Court.

11 12. I recognize that any determination of fees and expenses is ultimately left to the Court, I
12 approve the request for attorneys' fees and expenses of up to \$17,000,000.

13 13. As indicated above, I estimate that I devoted approximately 40 hours to the prosecution
14 of this case. I respectfully request a service award of \$7,500 for the time I spent prosecuting the case on
15 behalf of the Settlement Class. I did not litigate this Action to obtain any special benefit nor has any
16 such benefit been promised to me. I have not received, been promised or offered and will not accept
17 any form of compensation, directly or indirectly, for prosecuting or for serving as a representative party
18 in this Action except for (a) such damages or other relief as the Court may award me as a member of
19 the Class; and (b) reimbursement of actual and reasonable out-of-pocket expenditures incurred directly
20 connected to prosecuting this lawsuit.

21 I declare under penalty of perjury under the laws of the State of California that the foregoing is
22 true and correct and this Corrected Declaration is executed in Austin, Texas, on November 23, 2020.
23

24 By: _____

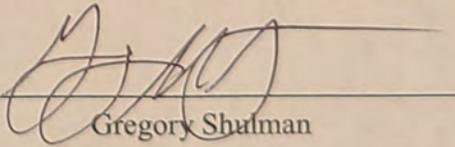

Gregory Shulman

Exhibit 9

1 Daniel Charest (admitted pro hac vice)
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8 *Class Counsel*

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 11/24/2020
By /s/ Joel Lacey
Deputy Clerk

9
10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF SAN MATEO

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

18 *Plaintiffs,*

19 v.

20 **FACEBOOK, INC.,**

21 *Defendant.*

Civil Action No. 18CIV05135

**CORRECTED DECLARATION OF CLASS
REPRESENTATIVE APRIL HUTCHINS
IN SUPPORT OF PLAINTIFFS' MOTION
FOR ATTORNEYS' FEES,
REIMBURSEMENT OF COSTS, AND
SERVICE AWARDS**

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

Trial Date: None Set
2nd Amended Complaint Filed: June 30, 2020

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Civil Action No. 18-CIV-05135

CORRECTED DECLARATION OF APRIL HUTCHINS IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS'
FEES, REIMBURSEMENT OF COSTS, AND SERVICE AWARDS

1 I, April Hutchins, declare and state as follows:

2 1. I am a named plaintiff in the above-referenced Action.¹ I am submitting this corrected
3 declaration in support of final approval of the Settlement of this Action for \$52,000,000. I also submit
4 this corrected declaration in support of Class Counsel's application for an award of attorneys' fees and
5 expenses of up to \$17,000,000, or 32% of the Settlement Fund, and my request for a Class
6 Representative Service Award of \$7,500 for the significant time, personal risk, and effort I put into
7 representing the Settlement Class. I have personal knowledge of the statements herein, and if called as
8 a witness, would competently testify thereto.

9
10 2. I performed content moderation for Cognizant at their Tampa, Florida location from
11 December 2017 through July 2019. I wanted to work as a content moderator because I thought it was a
12 new and exciting job position.

13
14 3. As a content moderator, I was required to watch extremely violent and disturbing
15 content including child abuse. For example, after suffering a miscarriage, I had to endure videos of
16 dead fetuses, and despite requesting to be removed from the queue, I was not permitted to do so.

17
18 4. As a result of providing content moderation services through Facebook's content review
19 platform, I developed and continue to suffer from debilitating symptoms including anxiety, insomnia,
20 and anger. These symptoms interfere with my daily life.

21
22 5. I sought treatment for these symptoms and was formally diagnosed with anxiety
23 disorder. Many of these symptoms persist to today, and I have arranged for psychiatric treatment of
24 these symptoms.

25
26 6. I joined this lawsuit as a Class representative alleging claims relating to injuries I
27 sustained through my work in content moderation for Facebook. I realized at the time that I may be

28

¹ The capitalized terms used herein have the same meanings as set forth in the Settlement Agreement and Release ("Settlement").

1 exposing myself to legal risk by breaching the nondisclosure agreement that I had been forced to enter
2 into. I was also concerned about retribution from Facebook for my participation as a Class
3 representative.

4 7. Moreover, by participating as a Class representative, I publicly acknowledged
5 experiencing symptoms such as anxiety. I would rather not have disclosed experiencing these
6 symptoms in such a public forum, but I did so on behalf of the class.

8 8. Despite these concerns, I decided to join as a Class representative because I wanted
9 others to know about the residual effects of working as a content moderator. When I began my job as a
10 content moderator, I had not anticipated the trauma that I would experience, and I would not have
11 worked as a content moderator if I knew ahead of time what it would involve. I want to help other
12 potential content moderators make more informed choices about what they are getting into.

13 9. My active representation of the Settlement Class included: (a) regularly consulting with
14 my attorneys through written communications, telephone calls, and several in-person meetings; (b)
15 reviewing documents filed by my attorneys and various orders entered by the Court; (c) providing input
16 regarding litigation and settlement strategy; and (d) discussing the parameters for an appropriate
17 resolution of the case and ultimately agreeing to the Settlement. I estimate that I spent approximately
18 25 hours in fulfilling these obligations.

19 20
21 10. I authorized my attorneys to enter into the proposed Settlement. I discussed with my
22 attorneys the substantial benefits to the Settlement Class and weighed them against the significant risks
23 and uncertainties of continued litigation. I believe that the Settlement represents a highly favorable
24 recovery and is in the best interest of the Class. It provides meaningful monetary compensation for
25 Settlement Class Members for their exposure to potentially traumatic material. It also provides funding
26 for Class Members to obtain treatment for the harm caused to them. I am also very proud of the
27 Practice and Tooling Enhancements that are being implemented to protect others from suffering similar
28 harm in the future.

Exhibit 10

Electronically
FILED

by Superior Court of California, County of San Mateo
ON 10/9/2020

By /s/ Jacqueline Giuliacci
Deputy Clerk

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4 Dallas, Texas 75202
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6 Facsimile: (469) 444-5002
7 dcharest@burnscharest.com

8 *Class Counsel*

9
10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF SAN MATEO

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

18 *Plaintiffs,*

19 v.

20 **FACEBOOK, INC.,**

21 *Defendant.*

Civil Action No. 18CIV05135

**DECLARATION OF CLASS
REPRESENTATIVE SELENA SCOLA
IN SUPPORT OF PLAINTIFFS' MOTION
FOR ATTORNEYS' FEES,
REIMBURSEMENT OF COSTS, AND
SERVICE AWARDS**

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

Trial Date: None Set
2nd Amended Complaint Filed: June 30, 2020

1 I, Selena Scola, declare and state as follows:

2 1. I am the first-named plaintiff in the above-referenced Action.¹ I am submitting this
3 declaration in support of final approval of the Settlement of this Action for \$52,000,000. I also submit
4 this declaration in support of Class Counsel's application for an award of attorneys' fees and expenses
5 of up to \$17,000,000, or 33% of the Settlement Fund, and my request for a Class Representative
6 Service Award of \$20,000 for the significant time, personal risk, and effort invested in representing the
7 Settlement Class. I have personal knowledge of the statements herein, and if called as a witness, I
8 would competently testify thereto.
9

10 2. I worked for PRO Unlimited, Inc. as a Public Content Contractor (i.e., Content
11 Moderator) at Facebook's offices in Menlo Park and Mountain View from June 2017 through March
12 2018. I became a Content Moderator to explore the economic, ethical, and societal impacts that
13 artificial intelligence (AI) classification has on minority demographics and the lifestyle of the
14 platforms' userbase of two billion people. I hoped the work I was doing would lead to a long-term
15 career at Facebook.
16

17 3. I was assigned to the Facebook Live queues to enforce Facebook global policy on
18 prohibited content, support internal departments to strengthen response, develop public policy on
19 emerging trends, and support government use of counter-terrorism strategies. In that role, I watched
20 real-time livestreamed suicides, murders, and terrorist activity to completion or until I witnessed certain
21 content that, under Facebook policies, triggered my duty to contact emergency services. My contract
22 was renewed three times before I became ill.
23

24 4. In December 2017, I began to experience symptoms akin to suffering from a stroke. I
25 sought treatment and was diagnosed with PTSD. My symptoms include flashbacks, night terrors,
26
27

28 ¹ The capitalized terms used herein have the same meanings as set forth in the Settlement Agreement and Release ("Settlement").

1 frightening and debilitating thoughts, tinnitus, formication from anxiety, avoidance, enhanced
2 reactivity, distorted feelings of guilt and blame, loss of interest in activities accompanied by isolation,
3 and panic attacks. I reported my diagnosis to the human resources department at PRO Unlimited. Soon
4 after I made that report, my contract was not renewed.

5 5. My diagnosis has made it difficult to sustain employment since 2018.

6 6. As the first-named plaintiff, I filed this lawsuit on September 21, 2018 alleging claims
7 relating to injuries I sustained through my work as a Content Moderator. I realized at the time that I
8 may be exposing myself to legal risk by breaching the nondisclosure agreement that I was required to
9 sign. I was also concerned that my personal and private medical information would become public and
10 distributed through the press due to the high-profile nature of the case. I also knew that my involvement
11 in this lawsuit would hinder future career prospects in the tech industry. I made the decision to become
12 the first-named plaintiff, without the comfort of other named-plaintiffs' involvement in the case,
13 because I believe so strongly in this case.

14 7. I became the first-named plaintiff in this Action to serve the interests of the entire
15 Settlement Class and I believe I have fulfilled that obligation. This case is a first-of-its kind and the
16 Settlement is unprecedented. As the first-named plaintiff, my name will forever be attached to it.

17 8. Since the onset of this litigation, I have received written words of thanks and support
18 from former and current Content Moderators. People often thank me for having the courage to bring
19 this lawsuit.

20 9. My active representation of the Settlement Class included: (a) regularly consulting with
21 my attorneys through written communications, telephone calls, and several in-person meetings; (b)
22 reviewing documents filed by my attorneys and various orders entered by the Court; (c) attending Court
23 hearings; (d) producing documents to the defendants; (e) preparing for deposition testimony; (f)
24 providing input regarding litigation and settlement strategy; (g) appearing in-person for a day long
25 mediation session; (h) monitoring media coverage of the case and providing my attorneys with
26
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28

1 documentation and helpful research; (i) discussing the parameters for an appropriate resolution of the
2 case and ultimately agreeing to the Settlement; (j) having my phone and laptop mirror-imaged for
3 discovery purposes; (k) fielding emails from people that want to get involved in this matter; (l) fielding
4 interview requests from media outlets worldwide and working with my attorneys on how to handle
5 media responses; and (m) staying in communication with class members and class counsel as the notice
6 program proceeds so as to raise issues promptly to insure that accurate information is being
7 disseminated to the class. I estimate that I spent approximately 125 hours in fulfilling these obligations.

8
9 10. I authorized my attorneys to enter into the proposed Settlement. I discussed with my
10 attorneys the substantial benefits to the Settlement Class and weighed them against the significant risks
11 and uncertainties of continued litigation. I believe that the Settlement represents a highly favorable
12 recovery and is in the best interest of the Class. It provides meaningful monetary compensation for
13 Settlement Class Members for their exposure to potentially traumatic material. It also provides funding
14 for Class Members to obtain treatment for the harm caused to them. I am also very proud of the
15 Practice and Tooling Enhancements that are being implemented to protect others from suffering similar
16 harm in the future.

17
18 11. I believe this Settlement would not have been achieved without the diligent efforts of my
19 attorneys, who aggressively and successfully litigated this case. I am familiar with the terms of the
20 proposed Settlement. Accordingly, I believe that the Settlement is ultimately fair, reasonable, and
21 adequate, and should be approved by the Court.

22
23 12. Although I recognize that any determination of fees and expenses is ultimately left to the
24 Court, I approve the request for attorneys' fees and expenses of up to \$17,000,000.

25
26 13. As indicated above, I estimate that I devoted approximately 125 hours to the prosecution
27 of this case. I respectfully request a service award of \$20,000 for the time I spent prosecuting the case
28 on behalf of the Settlement Class. I did not litigate this Action to obtain any special benefit nor has any
such benefit been promised to me. I have not received, been promised or offered and will not accept

1 any form of compensation, directly or indirectly, for prosecuting or for serving as a representative party
2 in this Action except for (a) such damages or other relief as the Court may award me as a member of
3 the Class; and (b) reimbursement of actual and reasonable out-of-pocket expenditures incurred directly
4 connected to prosecuting this lawsuit.

5
6 I declare under penalty of perjury and the laws of the United States that the foregoing is true
7 and correct and this Declaration is executed in San Francisco, California, on October 9, 2020.

8 By: 
9 selena scola (Oct 9, 2020 09:51 PDT)
10 Selena Scola

Scola Decl. - Final

Final Audit Report

2020-10-09

Created:	2020-10-09
By:	Hannah Lopez (hlopez@burnscharest.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGiZhlynLFU_QbJg3C4dgr_e1qBc7uqmu

"Scola Decl. - Final" History

-  Document created by Hannah Lopez (hlopez@burnscharest.com)
2020-10-09 - 4:44:45 PM GMT- IP address: 108.93.17.47
-  Document emailed to selena scola (byimagination@gmail.com) for signature
2020-10-09 - 4:44:57 PM GMT
-  Email viewed by selena scola (byimagination@gmail.com)
2020-10-09 - 4:47:47 PM GMT- IP address: 66.249.84.222
-  Document e-signed by selena scola (byimagination@gmail.com)
Signature Date: 2020-10-09 - 4:51:32 PM GMT - Time Source: server- IP address: 24.156.92.46
-  Agreement completed.
2020-10-09 - 4:51:32 PM GMT

Exhibit 11

1 Joseph R. Saveri (SBN 130064)
2 Steven N. Williams (SBN 175489)
3 Gwendolyn R. Giblin (SBN 181973)
4 Kevin Rayhill (SBN 267496)
5 Kyle Quackenbush (SBN 322401)
6 **JOSEPH SAVERI LAW FIRM, INC.**
7 601 California Street, Suite 1000
8 San Francisco, CA 94108
9 Telephone: (415) 500-6800
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12 swilliams@saverilawfirm.com
13 ggiblin@saverilawfirm.com
14 krayhill@saverilawfirm.com
15 kquackenbush@saverilawfirm.com

16 ***Class Counsel***

17 Additional counsel on signature page

18 SUPERIOR COURT OF CALIFORNIA

19 COUNTY OF SAN MATEO

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

26 *Plaintiffs,*

27 v.

28 **FACEBOOK, INC.,**

Defendant.

Civil Action No. 18CIV05135

**DECLARATION OF CLASS
REPRESENTATIVE GABRIEL RAMOS
IN SUPPORT OF MOTION FOR
ATTORNEYS' FEES, REIMBURSEMENT
OF COSTS, AND SERVICE AWARDS**

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

Date: November 20, 2020

Dept. 23

Trial Date: None Set

2nd Amended Complaint Filed: June 30, 2020

1 I, Gabriel Ramos, declare and state as follows:

2 1. I am a named plaintiff in the above-referenced Action. I am submitting this declaration in
3 support of final approval of the settlement of this action.¹ I also submit this declaration in support of
4 Class Counsel's application for an award of attorneys' fees and expenses of up to \$17,000,000, or 32% of
5 the Settlement Fund and my request for a Class Representative Service Award of \$20,000 for the
6 significant time, personal risk, and effort I put into representing the Settlement Class. I have personal
7 knowledge of the statements herein, and if called as a witness, could competently testify thereto.

8 2. I worked for US Tech Solutions and Accenture as a content moderator from November
9 2016 through April 2018, with the formal title of Community Operations Safety Analyst. For about a
10 year of that time, I worked at Facebook's offices in Menlo Park.

11 3. I performed my role as a content moderator because I thought I was helping to protect
12 vulnerable people from seeing potentially traumatic content. When I realized that Facebook was not
13 taking proper steps to protect its content moderators, I quit my job in April 2018 and fell into a deep
14 depression.

15 4. Plaintiff Selena Scola filed this lawsuit on September 21, 2018, alleging claims relating to
16 content she reviewed while performing content moderation services for Facebook. On March 1, 2019, I
17 (along with plaintiff Erin Elder) joined as additional plaintiffs asserting similar claims. When I did that I
18 realized that I was putting myself at legal risk by breaching the nondisclosure agreement that I had been
19 forced to enter into. I made that decision because I believe that the issues in this case are that important.
20 I made the decision to become involved in this Action as a named plaintiff to serve the interests of the
21 entire Settlement Class and I believe I have fulfilled that obligation.

22 5. My active representation of the Settlement Class included: (a) regularly consulting with
23 my attorneys through written communications, telephone calls, and several in-person meetings; (b)
24 reviewing documents filed by my attorneys and various orders entered by the Court; (c) producing

25
26 ¹ All capitalized terms used herein have the same meanings as set forth in the Settlement Agreement
27 and Release ("Settlement"), Exhibit 1 to the Declaration of Steven N. Williams in Support of Plaintiffs'
28 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 filed on May 8, 2020.

1 documents to the defendants; (d) preparing for and providing deposition testimony; (e) providing input
2 regarding litigation and settlement strategy; (f) appearing in-person for a day long mediation session;
3 (g) discussing the parameters for an appropriate resolution of the case and ultimately agreeing to the
4 proposed Settlement; and (h) staying in communication with class members and class counsel as the
5 notice program proceeds so as to raise issues promptly to insure that accurate information is being
6 disseminated to the class. I estimate that I spent approximately 87 hours in fulfilling these obligations.

7 6. I authorized my attorneys to enter into the proposed settlement. I discussed with my
8 attorneys the substantial benefits to the Settlement Class against the significant risks and uncertainties
9 of continued litigation. I believe that the Settlement represents a highly favorable recovery and is in the
10 best interest of the Class. It provides meaningful monetary compensation for Settlement Class
11 Members for their exposure to potentially traumatic material. It also provides funding for Class
12 Members to obtain treatment for the harm caused to them. I am also very proud of the Practice and
13 Tooling Enhancements that are being implemented to protect others from suffering similar harm in the
14 future.

15 7. I believe this Settlement would not have been achieved without the diligent efforts of my
16 attorneys, who aggressively and successfully litigated this case. I am familiar with the terms of the
17 proposed Settlement. Accordingly, I believe that the Settlement is ultimately fair, reasonable, and
18 adequate, and should be approved by the Court.

19 8. I recognize that any determination of fees and expenses is ultimately left to the Court, I
20 approve the request for attorneys' fees and expenses of up to \$17,000,000.

21 9. As indicated above, I estimate that I devoted approximately 87 hours to the
22 prosecution of this case. I respectfully request a service award of \$20,000 for the time I spent
23 prosecuting the case on behalf of the Settlement Class. I did not litigate this Action to obtain any special
24 benefit, nor has any such benefit been promised to me. I have not received, been promised or offered
25 and will not accept any form of compensation, directly or indirectly, for prosecuting or for serving as a
26 representative party in this Action except for (a) such damages or other relief as the Court may award
27 me as a member of the Class; and (b) reimbursement of actual and reasonable out-of-pocket
28 expenditures incurred directly connected to prosecuting this lawsuit.

Exhibit 12

1 Joseph R. Saveri (SBN 130064)
2 Steven N. Williams (SBN 175489)
3 Gwendolyn R. Giblin (SBN 181973)
4 Kevin Rayhill (SBN 267496)
5 Kyle Quackenbush (SBN 322401)
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9 Telephone: (415) 500-6800
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11 jsaveri@saverilawfirm.com
12 swilliams@saverilawfirm.com
13 ggiblin@saverilawfirm.com
14 krayhill@saverilawfirm.com
15 kquackenbush@saverilawfirm.com

16 ***Class Counsel***

17 Additional counsel on signature page

18 SUPERIOR COURT OF CALIFORNIA

19 COUNTY OF SAN MATEO

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

26 *Plaintiffs,*

27 v.

28 **FACEBOOK, INC.,**

Defendant.

Civil Action No. 18CIV05135

**DECLARATION OF CLASS
REPRESENTATIVE ERIN ELDER
IN SUPPORT OF PLAINTIFFS' MOTION
FOR ATTORNEYS' FEES,
REIMBURSEMENT OF COSTS, AND
SERVICE AWARDS**

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

Date: November 20, 2020

Dept. 23

Trial Date: None Set

2nd Amended Complaint Filed: June 30, 2020

1 I, Erin Elder, declare and state as follows:

2 1. I am a named plaintiff in the above-referenced Action. I am submitting this declaration in
3 support of final approval of the settlement of this action.¹ I also submit this declaration in support of
4 Class Counsel's application for an award of attorneys' fees and expenses of up to \$17,000,000, or 32% of
5 the Settlement Fund and my request for a Class Representative Service Award of \$20,000 for the
6 significant time, personal risk, and effort I put into representing the Settlement Class. I have personal
7 knowledge of the statements herein, and if called as a witness, could competently testify thereto.

8 2. I worked as a Community Operations Safety Analyst at Facebook's offices in Menlo Park
9 from March 2017 through December 2017.

10 3. I performed my role as a content moderator because I thought I was helping to protect
11 vulnerable people from seeing potentially traumatic content. When I realized that Facebook was
12 not taking proper steps to protect its content moderators, I quit my job in December 2017.

13 4. Plaintiff Selena Scola filed this lawsuit on September 21, 2018, alleging claims relating to
14 content she reviewed while performing content moderation services for Facebook. On March 1, 2019, I
15 (along with plaintiff Gabriel Ramos) joined as additional plaintiffs asserting similar claims. When I did
16 that I realized that I was putting myself at legal risk by breaching the nondisclosure agreement that I had
17 been forced to enter into. I made that decision because I believe that the issues in this case are that
18 important. I made the decision to become involved in this Action as a named plaintiff to serve the
19 interests of the entire Settlement Class and I believe I have fulfilled that obligation.

20 5. My active representation of the Settlement Class included: (a) regularly consulting with
21 my attorneys through written communications, telephone calls, and several in-person meetings; (b)
22 reviewing documents filed by my attorneys and various orders entered by the Court; (c) producing
23 documents to the defendants; (d) preparing for and providing deposition testimony; (e) providing input
24 regarding litigation and settlement strategy; (f) appearing in-person for a day long mediation session;

25
26 ¹ All capitalized terms used herein have the same meanings as set forth in the Settlement Agreement
27 and Release ("Settlement"), Exhibit 1 to the Declaration of Steven N. Williams in Support of Plaintiffs'
28 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 filed on May 8, 2020.

1 (g) discussing the parameters for an appropriate resolution of the case and ultimately agreeing to the
2 proposed Settlement; and (h) staying in communication with class members and class counsel as the
3 notice program proceeds so as to raise issues promptly to insure that accurate information is being
4 disseminated to the class. I estimate that I spent approximately 75 hours in fulfilling these obligations.

5 6. I authorized my attorneys to enter into the proposed settlement. I discussed with my
6 attorneys the substantial benefits to the Settlement Class against the significant risks and uncertainties
7 of continued litigation. I believe that the Settlement represents a highly favorable recovery and is in the
8 best interest of the Class. It provides meaningful monetary compensation for Settlement Class
9 Members for their exposure to potentially traumatic material. It also provides funding for Class
10 Members to obtain treatment for the harm caused to them. I am also very proud of the Practice and
11 Tooling Enhancements that are being implemented to protect others from suffering similar harm in the
12 future.

13 7. I believe this Settlement would not have been achieved without the diligent efforts of my
14 attorneys, who aggressively and successfully litigated this case. I am familiar with the terms of the
15 proposed Settlement. Accordingly, I believe that the Settlement is ultimately fair, reasonable, and
16 adequate, and should be approved by the Court.

17 8. I recognize that any determination of fees and expenses is ultimately left to the Court, I
18 approve the request for attorneys' fees and expenses of up to \$17,000,000.

19 9. As indicated above, I estimate that I devoted approximately 75 hours to the prosecution
20 of this case. I respectfully request a service award of \$20,000 for the time I spent prosecuting the case
21 on behalf of the Settlement Class. I did not litigate this Action to obtain any special benefit, nor has any
22 such benefit been promised to me. I have not received, been promised or offered and will not accept any
23 form of compensation, directly or indirectly, for prosecuting or for serving as a representative party in
24 this Action except for (a) such damages or other relief as the Court may award me as a member of the
25 Class; and (b) reimbursement of actual and reasonable out-of-pocket expenditures incurred directly
26 connected to prosecuting this lawsuit.

27 10. When I became a Content Moderator in 2017, I swiftly realized the lack of mental health
28 resources available to myself and my coworkers. This troubled me. The content we looked at daily was

1 disturbing and distressing, yet we were left without support for dealing with the negative impacts on our
2 well-being as a result of doing our jobs. When I learned of the opportunity to change how Facebook
3 treated its Content Moderators, I knew I wanted to participate. However, my participation came with
4 risk, namely breaking my non-disclosure agreement. It was terrifying to consider what the consequences
5 could be if I chose to speak up against one of the most powerful companies in the world. Ultimately, I
6 felt it was a duty to do so for the sake of supporting thousands of other moderators.

7 11. Throughout this case, I have dedicated time and effort to progressing the case. I have
8 spent the last couple of years in regular correspondence with my counsel, providing them with my
9 firsthand accounts, and reviewing documents sent by my counsel. I have regularly attended meetings via
10 phone and in-person with my counsel. I spent time preparing for and participating in my deposition.
11 Throughout this case I have stayed in correspondence with other class members to continue to give
12 accurate information about the challenges moderators face. Lastly, I gave input about the parameters
13 for the settlement. I am thankful the settlement will benefit many who have done and continue to do
14 this work.

15 I declare under penalty of perjury and the laws of the United States that the foregoing is true
16 and correct and this Declaration is executed in Pleasant Hill, California.

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18 By: Erin Elder
19 Erin Elder
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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 ELIZABETH ENLUND IN SUPPORT OF PLAINTIFFS' RENEWED NOTICE OF MOTION AND UNOPPOSED MOTION FOR ATTORNEYS' FEES, REIMBURSEMENT OF COSTS AND SERVICE AWARDS

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

Date: June 21, 2021
Dept.: 23
Time: 3:00 p.m.
Trial Date: None Set
2nd Amended Complaint Filed: June 30, 2020

I, Elizabeth Enlund, declare and state as follows:

1. I am a Project Manager for Epiq Class Action and Claims Solutions, Inc. ("Epiq"), the Settlement Administrator for the above-captioned case. I am a certified Project Management Professional (PMP)® and hold a Bachelor of Science from Portland State University. Prior to joining Epiq, I managed a variety of complex projects in highly regulated environments at multi-faceted

1 organizations in the government and private sectors. I am fully familiar with the actions taken by Epiq
2 with respect to the Settlement as described below and am competent to testify about them if called upon
3 to do so.

4 2. On June 9, 2021, I filed a declaration in the above-captioned class action describing in
5 further detail Epiq and its qualifications to serve as the Settlement Administrator. A true and correct
6 copy of this declaration is attached hereto as **Exhibit 1**.

7 3. On October 9, 2020, I filed a declaration in the above-captioned class action describing
8 the implementation of the Notice Plan as of October 7, 2020. A true and correct copy of this declaration
9 is attached hereto as **Exhibit 2**.

10 4. On November 24, 2020, I filed a corrected declaration in the above-captioned class
11 action describing the implementation of the Notice Plan as of October 30, 2020. A true and correct
12 copy of this declaration is attached hereto as **Exhibit 3**.

13 5. On March 4, 2021, I filed a declaration in the above-captioned class action describing
14 the events leading up to the implementation of the Supplemental Notice Program. A true and correct
15 copy of this declaration is attached hereto as **Exhibit 4**.

16 6. This declaration details the implementation of the Supplemental Notice Program and
17 completed notice activities as of June 14, 2021.

18 7. After the Court issued its April 19, 2021 order granting Plaintiffs' Renewed Motion to
19 Approve Supplemental Notice Program, Epiq worked diligently with Class Counsel to implement the
20 Supplemental Notice Program.

21 8. Through the Supplemental Notice Program, Epiq provided notice through a combination
22 of e-mail and postcard notice.

23 9. Through the Supplemental Notice Program, Epiq sent 14,053 Email Short Form Notices
24 to Class Members on April 30, 2021.

25 10. The Email Short Form Notice provided by Epiq through the Supplemental Notice
26 Program employed the same procedures described in paragraphs 7 and 8 of my Declaration filed
27 October 9, 2020 and attached hereto as Exhibit 2. Specifically, the Email Short Form Notice used a
28 format that provided easy-to-read text without graphics, tables, images, and other elements that

1 increase the likelihood that the message may be blocked by Internet Service Providers (ISPs) and/or
2 SPAM filters. Each Email Short Form Notice was transmitted with a unique message identifier. If the
3 receiving email server could not deliver the message, a “bounce code” was returned along with the
4 unique message identifier. For all Email Short Form Notices for which a bounce code was received at
5 least two additional attempts were made to deliver the Email Short Form Notice by email.

6 11. Through the Supplemental Notice Program, Epiq mailed 559 Short Form Notice
7 postcards to all Class Members for whom it received contact data and for whom a facially valid email
8 address was not provided but a valid mailing address was provided.

9 12. On May 14, 2021, Epiq mailed another 2,951 Short Form Notice postcards to all Class
10 Members who did not receive notice during the original notice plan but who did receive email notice on
11 April 30, 2021.

12 13. The postcard notice provided by Epiq through the Supplemental Notice Program
13 employed the same procedures described in paragraphs 10-13 of my Declaration filed October 9, 2020
14 and attached hereto as Exhibit 2. More specifically, postcards sent during the Supplemental Notice
15 Program were sent to all Class Members using the last known mailing address reflected in the vendors’
16 systems as updated through the National Change of Address (“NCOA”) database. Prior to mailing all
17 Short Form Notice postcards, all mailing addresses were checked against the NCOA database
18 maintained by the USPS. In addition, the addresses were certified via the Coding Accuracy Support
19 System (“CASS”) to ensure the quality of the zip code and verified through Delivery Point Validation
20 (“DPV”) to verify the accuracy of the addresses.

21 14. The Email Short Form Notices and the Short Form Notice postcards that Epiq sent
22 during the Supplemental Notice Program were identical in all respects to those which were sent during
23 the original notice program, except that they contained different dates and included the settlement
24 phonenumber.

25 15. As of June 14, 2021, 995 Short Form Supplemental Email Notices were returned as
26 undeliverable.

27 16. As of June 14, 2021, 56 Short Form Supplemental Notice Postcards were returned as
28 undeliverable.

1 17. The Settlement Website has remained active since it went live on September 3, 2020,
2 and Epiq has maintained the Settlement Website throughout this period. The Settlement Website
3 address was prominently displayed in all printed notice documents, and the Email Short Form Notice
4 included an embedded link to the Settlement Website. As of June 14, 2021, there have been 22,827
5 unique visitors to the Settlement Website and 43,738 website pages presented.

6 18. The dedicated email address, info@ContentModeratorSettlement.com, has remained
7 active since it went live on September 3, 2020. The email address has received 1,025 emails and Epiq
8 has responded to approximately 935 emails.

9 19. The post office box that Epiq established has remained active since July 8, 2020, and
10 Epiq has continued to maintain it throughout this period. As of June 14, 2021, Epiq has not received
11 any written correspondences. Review and processing of USPS correspondence are ongoing.

12 20. The telephone line that went live on September 3, 2020 has remained active and Epiq
13 has maintained it throughout this period. The toll-free telephone number allows callers to listen to
14 recorded answers to frequently-asked questions and directs callers to the Settlement Website. The
15 automated phone system is available 24 hours per day, 7 days per week. Callers also have an option to
16 speak to a service agent during normal business hours, Monday through Friday from 6 a.m. to 6 p.m.
17 PST, except holidays. As of June 14, 2021, Epiq has received 1,054 calls to the toll-free telephone
18 number of which 566 calls were routed to an Epiq service agent.

19 21. Through the Supplemental Notice Program, Epiq sent 5,189 Belaire Email Notices and
20 mailed 166 Belaire Postcards on April 30, 2021. The Belaire Email Notice was created using the same
21 easy to read format as the Email Short Form Notice and transmitted with a unique message identifier. If
22 the receiving email server could not deliver the message, a “bounce code” was returned along with the
23 unique message identifier. For all Belaire Email Notices for which a bounce code was received that
24 indicated that the message was undeliverable, at least two additional attempts were made to deliver the
25 Belaire Email Notice by email. The Belaire Notices sent through the Supplemental Notice Program
26 were identical in all respects to those which were sent during the original notice program, except that
27 they contained different dates. As of June 14, 2021, a total of 755 Belaire Email Notices have been
28 returned as undeliverable. The deadline for Class Members who received Belaire Notices through the

1 Supplemental Notice Program to object to the disclosure of their name and contact information was
2 June 1, 2021.

3 22. Through June 14, 2021, Epiq has performed the Supplemental Notice Program fully and
4 without known shortcoming or flaw.

5 23. As of June 14, 2021, Epiq has received 128 timely disclosure objections from 128
6 unique Class Members. In addition, Epiq has received 1 late Disclosure Objections. Pursuant to the
7 Belaire Order, Epiq has executed, and designated Confidential, a report including the contact
8 information for Class Members who did not submit a valid or timely objection to the disclosure of their
9 contact information, which is available to Class Counsel and Defense Counsel upon request.

10 24. The deadline for Class Members to submit a written request to exclude themselves from,
11 opt-out of, or object to the Settlement was June 1, 2021.

12 25. As of June 14, 2021, Epiq has received 7 timely requests for exclusion. A chart
13 summarizing these requests for exclusion is attached hereto as **Exhibit 5**. True and correct copies of
14 these written requests for exclusion are attached hereto as **Exhibit 6**.

15 26. As of June 14, 2021, one Class Member has timely objected to the Settlement. A true
16 and correct copy of the date-stamped enveloped and objection are attached hereto as **Exhibit 7**.

17 I certify under the penalty of perjury under the laws of the State of California that the foregoing
18 is true and correct.

19
20 Signature: 

21 Date: June 15, 2021

22
23 Elizabeth Enlund
24 Project Manager
25 Epiq Class Action and Claims Solutions, Inc.,
26 (“Epiq”)
27
28

Exhibit 1

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 ELIZABETH ENLUND REGARDING TIMELY OBJECTIONS AND REQUESTS FOR EXCLUSION IN SUPPORT OF PLAINTIFFS' RENEWED MOTION FOR FINAL APPROVAL OF SETTLEMENT

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

Date: June 21, 2021

Dept.: 23

Time: 3:00 p.m.

Trial Date: None Set

2nd Amended Complaint Filed: June 30, 2020

I, Elizabeth Enlund, declare and state as follows:

1. I am a Project Manager for Epiq Class Action and Claims Solutions, Inc. (“Epiq”), the Settlement Administrator for the above-captioned case. I am a certified Project Management Professional (PMP)[®] and hold a Bachelor of Science from Portland State University. Prior to joining Epiq, I managed a variety of complex projects in highly regulated environments at multi-faceted

1 organizations in the government and private sectors. I am fully familiar with the actions taken by Epiq
2 with respect to the Settlement as described below and am competent to testify about them if called
3 upon to do so.

4 2. On June 4, 2021, I filed a declaration in the above-captioned class action describing in
5 further detail Epiq and its implementation of the Supplemental Notice Program and completed notice
6 activities as of June 2, 2021. A true and correct copy of this declaration is attached hereto as **Exhibit A**.

7 3. After the Court issued its April 19, 2021 Order granting Plaintiffs' Renewed Motion to
8 Approve Supplemental Notice Program, Epiq worked diligently with Class Counsel to implement the
9 Supplemental Notice Program.

10 4. The deadline for Class Members to submit a written request to exclude themselves from,
11 opt-out of, or object to the Settlement was June 1, 2021.

12 5. As of June 9, 2021, Epiq has received 7 timely requests for exclusion. A chart
13 summarizing these requests for exclusion is attached hereto as **Exhibit B**. True and correct copies of
14 these written requests for exclusion are attached hereto as **Exhibit C**.

15 6. As of June 9, 2021, one Class Member has timely objected to the Settlement. A true and
16 correct copy of the date-stamped envelope and objection are attached hereto as **Exhibit D**.

17 I certify under the penalty of perjury under the laws of the State of California that the foregoing
18 is true and correct.

19
20 Signature: 

21 Date: June 9, 2021

22
23 Elizabeth Enlund
24 Project Manager
25 Epiq Class Action and Claims Solutions, Inc.,
26 ("Epiq")
27
28

Exhibit A

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 ELIZABETH ENLUND IN SUPPORT OF PLAINTIFFS' RENEWED MOTION FOR FINAL APPROVAL OF SETTLEMENT

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

Date: June 21, 2021

Dept.: 23

Time: 3:00 p.m.

Trial Date: None Set

2nd Amended Complaint Filed: June 30, 2020

I, Elizabeth Enlund, declare and state as follows:

1. I am a Project Manager for Epiq Class Action and Claims Solutions, Inc. (“Epiq”), the Settlement Administrator for the above-captioned case. I am a certified Project Management Professional (PMP)[®] and hold a Bachelor of Science from Portland State University. Prior to joining Epiq, I managed a variety of complex projects in highly regulated environments at multi-faceted organizations in the government and private sectors. I am fully familiar with the actions taken by Epiq

1 with respect to the Settlement as described below and am competent to testify about them if called
2 upon to do so.

3 2. On August 12, 2020, I filed a declaration in the above-captioned class action describing
4 in further detail Epiq and its qualifications to serve as the Settlement Administrator. A true and correct
5 copy of this declaration is attached hereto as **Exhibit 1**.

6 3. On October 9, 2020, I filed a declaration in the above-captioned class action
7 describing the implementation of the Notice Plan as of October 7, 2020. A true and correct copy of this
8 declaration is attached hereto as **Exhibit 2**.

9 4. On November 24, 2020, I filed a corrected declaration in the above-captioned class
10 action describing the implementation of the Notice Plan as of October 30, 2020. A true and correct
11 copy of this declaration is attached hereto as **Exhibit 3**.

12 5. On March 4, 2021, I filed a declaration in the above-captioned class action describing the
13 events leading up to the implementation of the Supplemental Notice Program. A true and correct copy
14 of this declaration is attached hereto as **Exhibit 4**.

15 6. This declaration details the implementation of the Supplemental Notice Program and
16 completed notice activities as of June 2, 2021.

17 7. After the Court issued its April 19, 2021 order granting Plaintiffs' Renewed Motion to
18 Approve Supplemental Notice Program, Epiq worked diligently with Class Counsel to implement the
19 Supplemental Notice Program.

20 8. Through the Supplemental Notice Program, Epiq provided notice through a
21 combination of e-mail and postcard notice.

22 9. Through the Supplemental Notice Program, Epiq sent 14,053 Email Short Form Notices
23 to Class Members on April 30, 2021.

24 10. The Email Short Form Notice provided by Epiq through the Supplemental Notice
25 Program employed the same procedures described in paragraphs 7 and 8 of my Declaration filed
26 October 9, 2020 and attached hereto as Exhibit 2. Specifically, the Email Short Form Notice used a
27 format that provided easy-to-read text without graphics, tables, images, and other elements that
28 increase the likelihood that the message may be blocked by Internet Service Providers (ISPs) and/or

1 SPAM filters. Each Email Short Form Notice was transmitted with a unique message identifier. If the
2 receiving email server could not deliver the message, a “bounce code” was returned along with the
3 unique message identifier. For all Email Short Form Notices for which a bounce code was received at
4 least two additional attempts were made to deliver the Email Short Form Notice by email.

5 11. Through the Supplemental Notice Program, Epiq mailed 559 Short Form Notice
6 postcards to all Class Members for whom it received contact data and for whom a facially valid email
7 address was not provided but a valid mailing address was provided.

8 12. On May 14, 2021, Epiq mailed another 2,951 Short Form Notice postcards to all Class
9 Members who did not receive notice during the original notice plan but who did receive email notice on
10 April 30, 2021.

11 13. The postcard notice provided by Epiq through the Supplemental Notice Program
12 employed the same procedures described in paragraphs 10-13 of my Declaration filed October 9, 2020
13 and attached hereto as Exhibit 2. More specifically, postcards sent during the Supplemental Notice
14 Program were sent to all Class Members using the last known mailing address reflected in the vendors’
15 systems as updated through the National Change of Address (“NCOA”) database. Prior to mailing all
16 Short Form Notice postcards, all mailing addresses were checked against the NCOA database
17 maintained by the USPS. In addition, the addresses were certified via the Coding Accuracy Support
18 System (“CASS”) to ensure the quality of the zip code and verified through Delivery Point Validation
19 (“DPV”) to verify the accuracy of the addresses.

20 14. The Email Short Form Notices and the Short Form Notice postcards that Epiq sent
21 during the Supplemental Notice Program were identical in all respects to those which were sent during
22 the original notice program, except that they contained different dates and included the settlement
23 phonenumber.

24 15. As of June 2, 2021, 995 Short Form Email Notices were returned as undeliverable.

25 16. As of June 2, 2021, 5 Short Form Notice Postcards were returned as undeliverable.

26 17. The Settlement Website has remained active since it went live on September 3, 2020,
27 and Epiq has maintained the Settlement Website throughout this period. The Settlement Website
28 address was prominently displayed in all printed notice documents, and the Email Short Form Notice

1 included an embedded link to the Settlement Website. As of June 2, 2021, there have been 22,086
2 unique visitors to the Settlement Website and 42,571 website pages presented.

3 18. The dedicated email address, info@ContentModeratorSettlement.com, has remained
4 active since it went live on September 3, 2020. The email address has received 1,002 emails and Epiq
5 has responded to approximately 915 emails.

6 19. The post office box that Epiq established has remained active since July 8, 2020, and
7 Epiq has continued to maintain it throughout this period. As of June 2, 2021, Epiq has not received
8 written correspondences. Review and processing of USPS correspondence are ongoing.

9 20. The telephone line that went live on September 3, 2020 has remained active and Epiq
10 has maintained it throughout this period. The toll-free telephone number allows callers to listen to
11 recorded answers to frequently-asked questions and directs callers to the Settlement Website. The
12 automated phone system is available 24 hours per day, 7 days per week. Callers also have an option to
13 speak to a service agent during normal business hours, Monday through Friday from 6 a.m. to 6 p.m.
14 PST, except holidays. As of June 2, 2021, Epiq has received 1,031 calls to the toll-free telephone
15 number of which 547 calls were routed to an Epiq service agent.

16 21. Through the Supplemental Notice Program, Epiq sent 5,189 Belaire Email Notices and
17 mailed 166 Belaire Postcards in May, 2021. The Belaire Email Notice was created using the same easy
18 to read format as the Email Short Form Notice and transmitted with a unique message identifier. If the
19 receiving email server could not deliver the message, a “bounce code” was returned along with the
20 unique message identifier. For all Belaire Email Notices for which a bounce code was received that
21 indicated that the message was undeliverable, at least two additional attempts were made to deliver the
22 Belaire Email Notice by email. The Belaire Notices sent through the Supplemental Notice Program
23 were identical in all respects to those which were sent during the original notice program, except that
24 they contained different dates. As of June 2, 2021, a total of 755 Belaire Email Notices have been
25 returned as undeliverable. The deadline for Class Members who received Belaire Notices through the
26 Supplemental Notice Program to object to the disclosure of their name and contact information was
27 June 1, 2021.
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Exhibit 1

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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
ELIZABETH ENLUND IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

I, Elizabeth Enlund, declare:

1. I am a Project Manager for Epiq Class Action and Claims Solutions, Inc., (“Epiq”), a global settlement and claims administration firm with offices in Chicago, Dallas, Hartford, Hong Kong, Kansas City, London, Los Angeles, Miami, New York, Oklahoma City, Phoenix, Portland, Seattle, Tokyo, Washington, D.C., and Wilmington, Delaware. My business address is 10300 SW Allen Blvd., Beaverton, OR 97005. I am a certified Project Management Professional (PMP)[®] and hold a Bachelor of Science from Portland State University. Prior to joining Epiq, I managed a variety of complex projects in highly regulated environments at multi-faceted organizations in the government and private sectors. My pre-Epiq project management experience includes delegation oversight for Medicare and Medicaid. I have a strong understanding of the Health Insurance Portability and Accountability Act (“HIPAA”) gained through my previous experiences and at Epiq where I have managed numerous settlements with HIPAA requirements. The following are just a few examples of healthcare cases I have recently managed or currently manage:

- 1 • *J.R. v. Blue Cross and Blue Shield of Illinois; Catholic Health Initiatives Medical*
- 2 *Plan; and, Catholic Health Initiatives*, Case No. 2:18-cv-01191-JLR (W.D. WA);
- 3 • *Joseph Kuss v American Homepatient, Inc., and Lincare Holdings, Inc.*, Case No.:
- 4 8:18-cv-02348-EAK-TGW (M.D. FL); and
- 5 • and *K.B., et al. v. Methodist Healthcare Memphis Hospitals d/b/a Methodist Hospital*
- 6 *and LeBonheur Childrens' Hopital*, Case No. CH-13-0487-1 (Tenn.).

7 I am fully familiar with the actions to be taken by Epiq with respect to the Settlement as described
8 below, and am competent to testify about them if called upon to do so. I make this declaration to
9 provide information about Epiq and its qualifications to serve as the Settlement Administrator in
10 the above-captioned class action.

11 2. Epiq was established in 1968 and has administered settlements since 1993. Epiq is
12 a leading global provider of technology-enabled solutions for electronic discovery, bankruptcy and
13 class action administration. Top legal professionals depend on us for deep subject-matter expertise
14 and years of firsthand experience working on many of the largest, most high-profile and complex
15 client engagements. As noted above, Epiq has locations in the United States, Europe and Asia.
16 Epiq has effectively administered cases spanning the full range of practice areas, including:

- 17 • Antitrust
- 18 • Building Products
- 19 • Civil Rights and Discrimination
- 20 • Consumer
- 21 • Data Breach
- 22 • Environmental
- 23 • Financial and Consumer Fraud
- 24 • Government
- 25 • Insurance and Healthcare
- 26 • Product Liability
- 27 • Securities
- 28 • Telecommunication
- Wage and Hour

3. Attached, hereto as Exhibit 1, is a true and correct copy of the current CV of Epiq,
reflecting our primary competencies as related to class action settlement administration. Our
project managers, attorneys, forensics experts, and administration and noticing professionals are
Civil Action No. 18-CIV-05135

1 available for comprehensive, global legal matter management, or immediate, local support.

2 4. Epiq has administered numerous settlements involving complex and sensitive
3 claims. For example, and as outlined in Exhibit 1, Epiq served as Settlement Administrator in the
4 action titled *The Shane Group, Inc. v Blue Cross Blue Shield of Michigan*, Case No. 2:10-cv-14360-
5 DPH-MKM (E.D. Mich.), a three million class member insurance anti-trust settlement involving
6 sensitive HIPAA protected data.

7 5. Epiq has assigned a dedicated Client Services team, which I will be managing, to
8 handle the administration of the above captioned matter. Along with myself, the Client Services
9 team currently includes three (3) Project Coordinators and a Project Specialist. All five of us have
10 experience in and will be responsible for planning, coordination, implementation, execution, and
11 completion of activities and processes utilizing cross functional operational departments to deliver
12 court mandated requirements. Project Specialist, Melanie Lawton, Esq., received her Juris
13 Doctorate from Suffolk University Law School in 2014. Prior to joining Epiq, Ms. Lawton worked
14 as an attorney for a class action law firm based in San Francisco, California. The Client Services
15 team administering this matter will also have oversight from Ricky Borges, a veteran Client
16 Services Manager, with over 15 years of experience administering a wide array of class action cases
17 with Epiq including financial/banking settlements, remediation, employment, telecommunication,
18 data breach and antitrust litigation.

19 6. Epiq has more than 7,000 employees world-wide across 15 offices performing
20 class action related service, including: 12 dedicated offices providing project management and
21 operational support in New York City; New York; Beaverton, Oregon; Lake Success, New York;
22 Dublin, Ohio; Seattle, Washington; Tampa, Florida; Phoenix, Arizona; Tallahassee, Florida,
23 London United Kingdom, Memphis Tennessee; Ottawa, Ontario; and Waterloo, Ontario. We also
24 have 3 state-of-the-art full-service mail, print, and contact centers in Beaverton, Oregon;
25
26
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1 Memphis, Tennessee; and Dublin, Ohio. Finally, we have 2,670 contact center seats across all
2 locations, plus the ability to deploy work from home operators.

3 7. Epiq also has a Special Services team comprised of analysts, paralegals, and
4 attorneys handling the most complex and high-profile cases and claims administered by Epiq.
5 Special Services routinely processes large corporate claims constituted of billions of dollars of
6 spend by those corporations. Special Services handles claims in extremely sensitive medical
7 matters involving particularly vulnerable claimant populations and HIPAA compliance. This
8 includes working with patients, as well as medical facilities staff, physicians, counselors, and
9 insurance companies to assist with claims related to class actions handled by Epiq.
10

11 8. We have reviewed the Settlement Agreement and Release and, based on the
12 requirements and discussions with counsel, Epiq is prepared to perform the Settlement
13 Administrator's notice and administration duties, including providing notice to the Class,
14 administering the Initial and Medical Treatment Payments, handling any necessary Residual
15 Distributions, and distribution, if any, to the cy pres recipient.
16

17 Under penalties of perjury under the laws of the United States, I declare that I have read the
18 foregoing Declaration and that the facts stated in it are true.
19

20 Signature: Elizabeth Enlund

21 Date: August 10, 2020

22
23 Elizabeth Enlund, PMP
24 Project Manager
25 Epiq Class Action and Claims Solutions, Inc.,
26 ("Epiq")
27
28

Exhibit 1



epiq reliability

Epiq Class Action and Claims Solutions CV

Epiq Class Action and Claims Solutions CV



Epiq is a leading class action settlement administrator delivering best-in-class people, technology and service for class action administration matters anywhere in the world—regardless of size or complexity.

History:

Epiq has been administering settlements since 1993, including settlements of class actions, mass tort litigations, Securities and Exchange Commission enforcement actions, Federal Trade Commission disgorgement actions, insurance disputes, bankruptcies, and other major litigation. Epiq has administered thousands of settlements, including some of the largest and most complex cases ever settled.

Epiq’s class action case administration services include coordination of all notice requirements, design of direct-mail notices, establishment and implementation of notice fulfillment services, coordination with the United States Postal Service (“USPS”), electronic noticing, notice website development and maintenance, dedicated phone lines with recorded information and/or live operators, receipt and processing of opt-outs, claims database management, claim adjudication (paper and electronic), funds management, and award calculations and distribution services (both traditional checks and electronic payments). Epiq works with the settling parties, the Court, and the Class Members in a neutral facilitation role to implement administration services based on the negotiated terms of a settlement.

Through Hilsoft Notifications, our global provider of legal noticing services, we provide superior notice plan design, implementation, oversight, and communications for class action, mass tort, and bankruptcy proceedings. Hilsoft Notifications has been retained by defendants and/or plaintiffs on more than 300 cases, including more than 30 MDL cases, with notices appearing in more than 53 languages and in almost every country, territory and dependency in the world.

Epiq also has a Mass Tort division, which offers claimant communication support, medical record retrieval and review, plaintiff fact sheet fulfillment, settlement document fulfillment, lien resolution and fund administration and payments.

Strategically located:

- 12 dedicated offices providing project management and operational support including, New York City, New York; Beaverton, Oregon; Lake Success, New York; Dublin, Ohio; Seattle, Washington; Tampa, Florida; Phoenix, Arizona; Tallahassee, Florida, London UK, Memphis TN and Ottawa and Waterloo, Ontario.
- 3 state-of-the-art full-service mail, print, and contact centers in Beaverton, Oregon, Memphis, TN and Dublin, Ohio.
- 2,670 contact center seats across all locations.



Epiq has been retained on some of the highest profile cases in history:

In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation This \$6B+ settlement is one of the largest antitrust class action settlements of all time. Epiq received roughly 80 billion rows of data with 163 types of data columns in 180 distinct files. The aggregated data set is over 110 terabytes and is hosted in a PCI-compliant environment. Over a five-month period this data was used to generate 21 million settlement notice mailings. This settlement is currently on appeal and therefore the claims process has not yet begun. However, in order to efficiently handle the anticipated claim volume, we implemented a pre-registration process that allows merchants to provide information to expedite the claims process prior to claim filing.

In re: Oil Spill by the Rig "Deepwater Horizon" Prior to settlement, Epiq acted as a shared database manager for the litigation, collecting data from plaintiffs' counsel, defense counsel, the Gulf Coast Claims Facility, and the court to create an aggregated system of record to manage all plaintiff data. Responsibilities included data intake and processing of all new forms filed on PACER and LexisNexis File & ServeXpress, loading partially complete data lists, identifying exceptions and mismatches and resolving missing data, duplicates and incorrect information for the parties. Epiq's legal noticing division, Hilsoft Notifications, was then appointed as the notice administrator for both the \$7.8 billion economic damages and medical benefits settlements. Across a condensed six week period, Hilsoft ran notices nationally and locally in more than 2,000 print publications. Approximately 10,000 television and radio spots aired across 26 media markets stretching from Houston to Miami. In addition to English, notices appeared in Spanish and Vietnamese. It is estimated that more than 95% of all adults living in the Gulf Area and more than 83% of all adults in the United States had an opportunity to see the notice. In total, the notice effort was one of the largest ever undertaken in a class action settlement.

In re: Takata Airbag Products Liability Litigation Massive individual notice mailing to over 59 million class members with Toyota, Mazda, Subaru, BMW, Honda, Nissan and Ford vehicles, as part of \$1.49 billion in multiple settlements regarding Takata airbags. Comprehensive nationwide media accompanied each phase, comprised of radio ads, consumer magazine ads and extensive online notice.

In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Product Liability Litigation (Bosch Settlement) Comprehensive notice program within the Volkswagen Emissions Litigation that provided individual notice to more than 946,000 vehicle owners via first class mail and to more than 855,000 via email. A targeted internet campaign further enhanced the notice effort.

Hale v. State Farm Mutual Automobile Insurance Company For a \$250 million settlement with approximately 4.7 million class members, Epiq designed and implemented a Notice Program with individual notice via postcard or email to approximately 1.43 million class members and a robust publication program, which combined, reached approximately 80% of all U.S. Adults Aged 35+ approximately 2.4 times each.

Oppenheimer Rochester Group Funds Securities Litigation In these securities cases, which combine six separate settlements, Epiq reviewed and processed over 10 million trade transactions, consolidated data and mailed more than 450,000 pre-populated records of claimant transactions ("ROFTS") to alleviate the burden on the majority of class members to research and file claims, and mailed over 180,000 additional Claim Forms and notices. We created complex software code to calculate the recognized losses across 19 different types of securities.

In re Merck & Co., Inc. Securities, Derivative & "ERISA" Litigation ("Vioxx") Epiq is currently administering this \$1.062 billion settlement involving damages from securities trades going as far back as 1999. Epiq mailed almost 2 million notices, received more than 400,000 claims and processed millions of lines of securities transaction data, determined losses using complex algorithms relating to multiple securities for injured investors.



Hooker v SiriusXM Radio Inc. This \$35 million settlement for alleged TCPA violations involves approximately 12 million class members. Class members could register for three months of free service or file a claim for cash payment. Epiq's class member outreach included both mailing approximately 8 million postcards and a total of 50 million emails to class members for noticing and reminder purposes. The claims administration process involved working with the defendant to validate claims data using the defendant's internal database.

The Shane Group, Inc. v Blue Cross Blue Shield of Michigan Epiq is the claims administrator for this 3 million class member insurance anti-trust settlement. Epiq utilized its proprietary Third-Party Payor (TPP) database to notice insurance companies and other third party payors in addition to the individual class members provided by the defendant. The claims process was complex and involved sensitive HIPAA protected data that had to be housed in a custom secure environment. The settlement was appealed and as a result the parties are currently finalizing alterations to the settlement to address the concerns of the appellant.

In re Checking Account Overdraft Litigation Epiq has implemented more In re: Checking Account Overdraft MDL NO. 2036 overdraft class action settlements than any other administrator and is currently providing settlement services to five of the six largest U.S. banks. Our ability to securely intake and normalize complex data from a multitude of sources proves a natural fit for banks and other financial services firms.

Mortgage Servicing Regulatory Settlement Summary Epiq is currently handling a number of remediation and distribution programs involving various financial institutions pursuant to private settlements and consent orders with the OCC, DOJ, FRB and CFPB. Examples of these engagements include:

- A borrower identification and distribution program to support a \$35 million Department of Justice (DOJ) and Consumer Financial Protection Bureau (CFPB) settlement with a financial institution related to mortgage loans made to African-American and Hispanic borrowers.
- A payment distribution program to support an expedited payment agreement between the Office of the Comptroller of the Currency (OCC) and a financial institution, which resolves an Independent Foreclosure Review of the financial institution's foreclosure practices.
- A notification, claims and distribution program to support a Federal Reserve settlement with a financial institution related to mortgage loans originated at more than 800 branch offices.
- A notification, claims and distribution program to support a \$320 million Home Affordable Modification Program (HAMP) settlement between the DOJ and a financial institution.



Experience in major projects by dollar value (values have been rounded)

\$44.5B	Lehman Brothers Holding Inc	\$1.9B	1983 Marine Barrack's Bombings	\$480M	Wells Fargo Securities Litigation
\$11B	Deepwater Horizon Economic Settlement	\$1.3B	Hispanic Women and Farmers	\$473M	Schering Securities Litigation
\$8.5B	BNY Mellon Countrywide RMBS	\$1B	In re Merck & Co Inc. Securities Derivative & ERISA Litigation	\$389M	Royal Dutch Shell
\$6.15B	WorldCom Securities	\$860M	Johnson & Johnson Acuvue	\$384M	Wells Fargo CPI
\$5.5B	In Re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation	\$853M	Air Cargo Antitrust	\$328M	In re Volkswagen "Clean Diesel" (Bosch Settlement)
\$4.6B	Indian Residential Schools Settlement	\$850M	Marsh & McLennan	\$325M	Precision v. PWT ('Freight Forwarders')
\$4.5B	Bank of America Auction Rate Securities	\$845M	In re Urethane Antitrust	\$320M	SunTrust HAMP
\$4.5B	JP Morgan Chase RMBS	\$834M	Tremont Securities	\$299M	Takata Ford
\$3.4B	Indian Trust	\$800M	Engle Trust Fund	\$231M	US Embassy Bombings
\$3.2B	Tyco Securities	\$758M	In re Hyundai and Kia Engine Litigation	\$228M	Hall v Bank of America
\$3.05B	VisaCheck/Mastermoney Antitrust	\$750M	Washington Public Power Supply Systems	\$219M	Genworth Securities Litigation
\$3B	Petrobras Securities Litigation	\$750M	Bristol Myers Securities	\$215M	Merck Securities Litigation
\$2.6B	Morgan Stanley RMBS	\$730M	United States v. Pokerstars	\$212M	Wells Fargo Financial Consent Order
\$2.43B	Bank of America Corp. Securities Derivative & ERISA	\$590M	Klein, et al. v. Bain Capital Partners LLC, et al.	\$210M	In re Wilmington Trust Securities Litigation
\$2.1B	The Hepatitis C Tainted Blood Transfusion Settlements	\$520M	Jessica S. Cook v. Santee Cooper et al	\$210M	Salix Securities Litigation
\$2B	In re Foreign Exchange Benchmark Rates Antitrust Litigation	\$504M	ISDAfix Antitrust Settlement	\$200M	In re Fresenius Granuflo/Naturalyte Dialysate Products Liability Litigation
\$1.2B	Black Farmers Discrimination Litigation	\$504M	Bank of NY Mellon Forex	\$200M	In re New England Compounding Pharmacy Inc. Products Liability Litigation
\$1.10B	Royal Ahold Securities	\$480M	Gary Hefler, et al. v. Wells Fargo & Co. et al.	\$200M	NECC Victims Compensation Program

By notices disseminated (values have been rounded)



116,000,000	Ticketmaster.com	11,000,000	Premera Data Breach Settlement	4,600,000	1-800-Flowers Retail
57,000,000	Classmates.com	9,000,000	Pelayo v. Mexico Money Transfer	4,500,000	Progressive Group Auto Insurance
55,000,000	Hooker v Sirius XM Radio	9,000,000	Farrell v Bank of America	4,300,000	Chimeno-Buzzi v Hollister
53,000,000	Takata Settlement	9,000,000	Precision v PWT	4,100,000	Amex Merchant Settlement
32,000,000	Justice Stores-McGladrey	8,400,000	Air Passenger Settlement	4,000,000	WorldCom Securities
26,000,000	VisaCheck/MasterMoney Antitrust	8,300,000	Takata Ford	3,900,000	Scharfstein v BP WCP
25,000,000	IPO Securities	8,300,000	Marolda v Symantec	3,800,000	Clark v TransUnion
22,000,000	McKnight v Uber	8,300,000	Bank of America TCPA	3,700,000	Fifth Third Overdraft Settlement
21,000,000	Interchange	8,000,000	Meckstroth v Toyota Motor	3,700,000	Tennille v Western Union
20,500,000	Nwabueza v. AT&T	7,600,000	Vergara v. Uber TCPA Settlement	3,600,000	Bodnar v BofA
20,000,000	Webloyalty.com, Inc.	7,600,000	MFS Sub-Track Mutual Fund	3,500,000	Pfizer Securities Litigation
19,000,000	Interchange	7,100,000	TD Bank Debit Card Overdraft	3,500,000	IDE - UCLA Health
18,000,000	Western Union Money Transfer	7,000,000	Community Hlth Sys DB	3,500,000	Bosch Settlement
16,000,000	Khoday v. Symantec	7,000,000	Time Warner Entertainment Company	3,500,000	Wells Fargo CPI Class Action
15,140,000	Experian Information Solutions, Inc.	7,000,000	AT&T Wireless	3,500,000	Michael Kors Administration
15,000,000	Farag v Kiip	7,000,000	Equifax Consumer Services, Inc.	3,400,000	Lucero v SolarCity TCPA Settlement
15,000,000	Browning v. Yahoo!	6,400,000	UCLA Health Data Breach Settlement	3,300,000	Snyder v Ocwen Loan Servicing
15,000,000	JP Morgan TCPA	6,400,000	Angies List	3,200,000	Hale v. State Farm
14,000,000	Living Social	5,700,000	Moore v Verizon	3,000,000	McKinney-Drobnis v Massage Envy
14,000,000	Sallie Mae	5,000,000	Mohan v. Dell	3,000,000	Amgen Securities Litigation
13,000,000	Expedia Hotel Taxes and Fees	5,000,000	Moneygram – Mexico Money Transfer		

By claims processed (values have been rounded)



4,300,000	Lease Oil Antitrust	670,000	Citigroup Inc. Securities	298,000	Snyder v Ocwen Loan Servicing
2,100,000	Strong Sub-Track Mutual Fund	618,000	TransUnion	275,000	TD Bank Debit Card Overdraft
1,960,000	Wolf v. Red Bull	607,000	Justice Stores-McGladrey	268,000	Merck Securities Litigation
1,200,000	Baby Products Antitrust	601,000	Dell Fair Fund	264,000	Carnegie v HR Block
1,051,000	Takata Settlement	600,000	Global Crossing Securities	256,000	Mohan v. Dell
1,000,000	AMEX Financial Advisors Securities	521,000	Expedia Hotel Taxes and Fees	250,000	Hill v State Street
995,000	Daniels v. Allstate	520,000	SEC v AIG	240,000	Toronto-Dominion Securities Litigation Settlement
980,000	WorldCom Securities	500,000	Nortel Networks (I & II) Securities	236,000	Bank of America TCPA
950,000	Gulf Coast Claims Facility	438,000	General Motors Securities Litigation	231,000	Apple Securities Litigation
880,000	Premera Data Breach Settlement	425,000	Amgen Securities Litigation	227,000	Purex Settlement
815,000	Progressive Fair Credit Reporting Act	414,000	Merck Vioxx Securities Litigation	206,000	Trombley v National City
815,000	VisaCheck/MasterMoney Antitrust	396,000	Zepeda v. PayPal	196,000	Marchese v Cablevision
760,000	Oppenheimer Funds Securities	394,000	Moore v Verizon	195,000	Toyota Securities Litigation
724,000	Wells Fargo Securities	389,000	Reynolds v Hartford	194,000	SEC v Raytheon
719,000	Bank of America Corp. Securities Derivative & ERISA	357,000	BNYM Forex Securities Litigation	182,000	Ridgely v FEMA
700,000	Lucent Technologies, Inc. Securities	325,000	Hooker v Sirius XM Radio	179,000	Royal Dutch Shell
698,000	Classmates.com	324,000	Air Passenger Settlement	178,000	Angies List
685,000	Deloris Kline v. Progressive Corporation	313,000	Cerbo v Ford of Englewood, Inc.	148,000	UCLA Health Data Breach Settlement
672,000	Oppenheimer Rochester Fund Securities Litigation	303,000	Wright et al v Nationstar Mort	144,000	Tennille v Western Union

Exhibit 2

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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 ELIZABETH
ENLUND IN SUPPORT OF
PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES,
REIMBURSEMENT OF COSTS, AND
SERVICE AWARDS**

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

Date: November 20, 2020
Dept. 23

Trial Date: None Set

2nd Amended Complaint Filed: June 30, 2020

1 I, Elizabeth Enlund, declare and state as follows:

2 1. I am a Project Manager for Epiq Class Action and Claims Solutions, Inc.,
3 (“Epiq”), the Settlement Administrator, for the above captioned case. I am a certified Project
4 Management Professional (PMP)[®] and hold a Bachelor of Science from Portland State University.
5 Prior to joining Epiq, I managed a variety of complex projects in highly regulated environments
6 at multi-faceted organizations in the government and private sectors. I previously filed a
7 Declaration in the above-captioned class action describing in further detail Epiq and its
8 qualifications to serve as the Settlement Administrator. The Declaration is named *Declaration of*
9 *Elizabeth Enlund in Support of Motion for Preliminary Approval* and is Exhibit 6 to the Motion
10 for Preliminary Approval.

11 2. I am fully familiar with the actions taken by Epiq with respect to the Settlement as
12 described below and am competent to testify about them if called upon to do so.

13 OVERVIEW

14
15 3. In *Selena Scola, et al., v. Facebook, Inc.*, Superior Court of California, County of
16 San Mateo, Civil Action No. 18CIV05135, Epiq was retained to administer the terms of the Court
17 approved Settlement including sending Notice, establishing a Settlement Website and toll-free
18 number, answering Class Member questions about the Settlement, and issuing payments to Class
19 Members.

20 4. On August 14, 2020, the Court approved the Notice Plan in the Order Granting (1)
21 Preliminary Approval of Settlement; (2) Provisional Certification of Settlement Class; (3)
22 Appointment of Class Counsel; (4) Approval of Notice Plan; and (5) Approval of Settlement
23 Administrator (“Preliminary Approval Order”).

24
25 5. On August 25, 2020, the Court approved the Order Regarding Belaire Notice to
26 Proposed Settlement Class Members (the “Belaire Order”).

27 6. This declaration will detail the current progress of the ongoing implementation of
28

1 the Notice Plan and administration activities for the above-captioned class action through October
2 7, 2020. The Notice Plan and administration activities are ongoing, and we will provide a final
3 declaration outlining the completion of the Notice Plan as ordered by the Court.

4 **NOTICE PLAN**

5 *Class Member Data*

6 7. Between August 27, 2020 and September 8, 2020, Epiq received 8 data files
7 containing records for 12,224 total Class Members to send Notice. Epiq combined records with
8 the exact same names and addresses which resulted in 9,403 unique Class Member records. Of
9 the 9,403 unique Class Member records, 8,987 had a facially valid email address, 8,328 had a
10 valid mailing address, and 25 did not have either a facially valid email address or valid mailing
11 address.
12

13 *Emailed Short Form Notice*

14 8. On September 9, 2020, Epiq disseminated 8,900 Email Short Form Notices to all
15 Class Members for whom we received data and for whom a facially valid email address was
16 provided.
17

18 9. On September 25, 2020, Epiq disseminated 87 Email Short Form Notices to
19 additional Class Members for whom we received data and for whom a facially valid email
20 address was provided.

21 10. The Email Short Form Notice was created using an embedded html text format.
22 This format provided easy to read text without graphics, tables, images, and other elements that
23 would increase the likelihood that the message could be blocked by Internet Service Providers
24 (ISPs) and/or SPAM filters. Each Email Short Form Notice was transmitted with a unique
25 message identifier. If the receiving email server could not deliver the message, a “bounce code”
26 was returned along with the unique message identifier. For all Email Short Form Notices for
27
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1 which a bounce code was received that indicated that the message was undeliverable, at least two
2 additional attempts were made to deliver the Email Short Form Notice by email.

3 11. The Email Short Form Notice included an embedded link to the Settlement
4 Website. By clicking the link, Class Members were able to easily access the Long Form Notice,
5 Short Form Notice, Belaire Notice, Settlement Agreement, Second Amended Complaint, Motion
6 for Preliminary Approval, Preliminary Approval Order, the Court’s Covid-19 Order 11, and other
7 information about the Settlement. The Email Short Form Notice is included as **Attachment 1**.

8
9 12. As of October 7, 2020, 753 Short Form Email Notices were returned as
10 undeliverable.

11 *Mailed Short Form Notice*

12 13. On September 23, 2020, Epiq mailed 1,188 Short Form Notices via United States
13 Postal Service (“USPS”) first class mail to all Class Members for whom we received data and for
14 whom a facially valid email address was not provided but a valid mailing address was provided,
15 and to Class Members whose Email Short Form Notices were returned as undeliverable.

16
17 14. On September 25, 2020, Epiq mailed an additional 7,124 Short Form Notices via
18 USPS first class mail to all Class Members previously sent an Email Short Form Notice and for
19 whom a valid mailing address was provided.

20 15. Prior to mailing all Short Form Notice Postcards, all mailing addresses were
21 checked against the National Change of Address (“NCOA”) database maintained by the USPS.¹
22 In addition, the addresses were certified via the Coding Accuracy Support System (“CASS”) to
23 ensure the quality of the zip code and verified through Delivery Point Validation (“DPV”) to
24 verify the accuracy of the addresses.
25

26 _____
27 ¹ The NCOA database contains records of all permanent change of address submissions received by the
28 USPS for the last four years. The USPS makes this data available to mailing firms, and lists submitted to it
are automatically updated with any reported move based on a comparison with the person’s name and known
address.

1 Notice is included as **Attachment 3**.

2 21. As of October 7, 2020, 755 Belaire Email Notices were returned as undeliverable.

3 *Mailed Belaire Notice*

4 22. On September 9, 2020, Epiq mailed 417 Belaire Notices via USPS first class mail
5 to all Class Members for whom we received data and for whom a facially valid email address was
6 not provided but a valid mailing address was provided.

7 23. On September 24, 2020, Epiq mailed 16 Belaire Notices via USPS first class mail
8 to additional Class Members for whom we received data and for whom a facially valid email
9 address was not provided but a valid mailing address was provided. A copy of the Belaire Notice
10 is included as **Attachment 4**.

11 24. Prior to mailing all Belaire Notices, all mailing addresses were checked against the
12 National Change of Address (“NCOA”) database maintained by the USPS.² In addition, the
13 addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure the quality
14 of the zip code and verified through Delivery Point Validation (“DPV”) to verify the accuracy of
15 the addresses.
16

17 25. As of October 7, 2020, Epiq has received 0 undeliverable Belaire Notices. As part
18 of the ongoing Notice Plan, Epiq will re-mail Belaire Notices for any addresses that are corrected
19 through the USPS or for addresses that are obtained by additional public record research using a
20 third-party lookup service after the Belaire Notices are returned as undeliverable. Address
21 updating and re-mailing for undeliverable Belaire Notices is ongoing.
22
23
24
25

26 _____
27 ² The NCOA database contains records of all permanent change of address submissions received by the
28 USPS for the last four years. The USPS makes this data available to mailing firms, and lists submitted to it
are automatically updated with any reported move based on a comparison with the person’s name and known
address.

SETTLEMENT WEBSITE

1
2 26. On September 3, 2020, a neutral, informational Settlement Website (www.
3 ContentModeratorSettlement.com) was established to enable Class Members to obtain additional
4 information and documents, including the Long Form Notice, Short Form Notice, Belaire Notice,
5 Settlement Agreement, Second Amended Complaint, Motion for Preliminary Approval,
6 Preliminary Approval Order, the Court's Covid-19 Order 11, contact information, and answers to
7 frequently asked questions. Class Members are also able to update their contact information and
8 payment election preferences on the Payment Election page of the Settlement Website using an
9 Epiq assigned Unique ID and PIN provided in each Class Member's Short Form Notice. The
10 Settlement Website address was prominently displayed in all printed notice documents.

11
12 27. As of October 7, 2020, there have been 4,668 unique visitors to the Settlement
13 Website and 9,907 website pages presented.

DISCLOSURE OBJECTIONS, EXCLUSIONS, AND OBJECTIONS

Disclosure Objections

14
15
16
17 28. As outlined in the Belaire Order, Class Members have up to and including October
18 9, 2020 to object to the disclosure of their name and contact information.

19 29. As of October 7, 2020, Epiq has received 89 timely disclosure objections from 88
20 unique Class Members of which, three (3) were submitted by USPS and 86 were submitted via
21 email to info@ContentModeratorSettlement.com. Collection and processing of disclosure
22 objections are ongoing.

23 30. Pursuant to the Belaire Order, within ten (10) business days after the October 9,
24 2020 deadline for Class Members to object to the disclosure of their contact information, for
25 those Class members who did not submit valid objections, Epiq shall designate as Confidential
26
27
28

1 and provide such Class Members' contact information to Plaintiffs' Counsel and Defense
2 Counsel.

3 *Exclusions*

4 31. As outlined in the Preliminary Approval Order, Class Members have up to and
5 including October 23, 2020 to submit a written request to exclude themselves from or opt-out of
6 the Settlement.

7 32. As of October 7, 2020, Epiq has received three (3) requests for exclusion.
8 Collection and processing of exclusions and opt-outs are ongoing.

9 *Objections*

10 33. As outlined in the Preliminary Approval Order, Class Members have up to and
11 including October 23, 2020 to submit a written objection to the Settlement.

12 34. As of October 7, 2020, Epiq has not received any objections to the Settlement by
13 USPS. Collection and processing of objections are still ongoing.

14 **GENERAL CORRESPONDENCE**

15 *Email Inbox*

16 35. On September 3, 2020, a dedicated email address,
17 info@ContentModeratorSettlement.com, was established to allow Class Members to contact Epiq
18 by email with any requests or questions.

19 36. As of October 7, 2020, Epiq has received 361 emails and responded to
20 approximately 280 emails. Review and processing of emails are ongoing and not every email
21 received will require a response.

22 *Post Office Box*

23 37. Epiq established a dedicated post office box to allow Class Members to contact us
24 by USPS.

ATTACHMENT 1

From: [REDACTED] on behalf of [Selena Scola, et al. v. Facebook, Inc.](#)
To: [REDACTED]
Subject: HTML Sample -- Legal Notice of Class Action Settlement
Date: Tuesday, September 8, 2020 6:02:58 AM

CAUTION: This email originated from outside of Epiq. Do not click links or open attachments unless you recognize the sender and know the content is safe.

ATTENTION: [REDACTED]
Unique ID: [REDACTED]

PIN: [REDACTED]

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 August 14, 2020. 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 October 23, 2020;
or
- c. Request to be excluded from the settlement by submitting a request to be excluded by October 23, 2020.

Each of these options is discussed in more detail in the full-length class notice, which you can read at www.contentmoderatorsettlement.com. You can request that a copy of the full-length class notice be mailed to you by contacting the Claims Administrator by email at info@contentmoderatorsettlement.com or by mail at *Scola, et al. v. Facebook* Settlement Administrator, P.O. Box 3748, Portland, OR 97208-3748.

PLEASE DO NOT CONTACT THE COURT.

Please note: This email message was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.

If you would prefer not to receive further messages from this sender, please [Click Here](#) and confirm your request. 

ATTACHMENT 2

Scola, et al. v. Facebook
Settlement Administrator
P.O. Box 3748
Portland, OR 97208-3748

**BARCODE
NO-PRINT
ZONE**

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO. 2882

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

Barcode No-Print Zone

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 August 14, 2020. 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 October 23, 2020; or
- c. Request to be excluded from the settlement by submitting a request to be excluded by October 23, 2020.

Each of these options is discussed in more detail in the full-length class notice, which you can read at www.contentmoderatorsettlement.com. You can request that a copy of the full-length class notice be mailed to you by contacting the Claims Administrator by email at info@contentmoderatorsettlement.com or by mail at *Scola, et al. v. Facebook* Settlement Administrator, P.O. Box 3748, Portland, OR 97208-3748.

PLEASE DO NOT CONTACT THE COURT.

ATTACHMENT 3

From: [REDACTED] on behalf of [Selena Scola, et al. v. Facebook, Inc.](#)
To: [REDACTED]
Subject: HTML Sample -- Belaire Notice
Date: Friday, September 4, 2020 5:04:36 AM

CAUTION: This email originated from outside of Epiq. Do not click links or open attachments unless you recognize the sender and know the content is safe.

ATTENTION: [REDACTED]

YOU HAVE BEEN IDENTIFIED AS A PERSON WHO CURRENTLY PERFORMS OR PERFORMED SINCE SEPTEMBER 15, 2015 CONTENT MODERATION SERVICES FOR FACEBOOK, INC. IN CALIFORNIA, ARIZONA, TEXAS, OR FLORIDA AS AN EMPLOYEE OR SUBCONTRACTOR OF ONE OF FACEBOOK'S VENDORS

THIS NOTICE RELATES TO YOUR PRIVACY RIGHTS

There is a Proposed Settlement in a class action lawsuit filed in the Superior Court of California, San Mateo County (Case No. 18CIV05135) by Selena Scola, Erin Elder, Gabriel Ramos, April Hutchins, Konica Ritchie, Allison Trebacz, Jessica Swarner, and Gregory Shulman (collectively, "Plaintiffs"), former employees of companies that contracted with Facebook, Inc. ("Facebook") to review Facebook's content. The Proposed Settlement affects a "Class," or group, of people that includes you.

You are receiving this Notice because you are a member of the Settlement Class. This is not a lawsuit against you, and you are not being sued. This notice is approved by the Court and is designed to give you an opportunity to object to the disclosure of your name, address, telephone number, email address, and date(s) of employment to attorneys for the Plaintiffs and Defendant.

Plaintiffs filed the lawsuit to obtain damages and declaratory and equitable relief to protect the interests of themselves and all Content Moderators who reviewed content for Facebook through a third-party contractor.

Plaintiffs allege that Facebook failed to provide a safe workplace for Content Moderators employed through third-party vendors of Facebook, in violation of California law. Plaintiffs allege that this failure contributed to Content Moderators suffering from psychological trauma, including but not limited to Post-Traumatic Stress Disorder (PTSD). Defendant Facebook denies all these allegations in their entirety and maintains that it has complied with all applicable laws. The Parties agreed to the Proposed Settlement to provide relief to the class and to avoid further expense associated with this litigation.

In connection with the Settlement, a Settlement Administrator will be provided with the names, email addresses, last known addresses, and date(s) of employment of all members of the Settlement Class, including you.

The Parties' attorneys have agreed to use this information only for purposes of this lawsuit and have agreed not to disclose this information to anyone else.

This notice is being sent to you so that you can decide whether to have your contact information provided to the Parties' attorneys. Your decision will NOT affect your rights under the Settlement, including your rights to any relief the Settlement may provide.

OPTION ONE: If you want your name, email address, mailing address, and date(s) of employment to be disclosed to the Parties' attorneys, you do not need to do anything.

OPTION TWO: If you do **not** want your name, email address, mailing address, and date(s) of employment to be disclosed to the Parties' attorneys, you must email your disclosure objection to info@contentmoderatorsettlement.com.

If you do not reply by email to info@contentmoderatorsettlement.com by **October 9, 2020**, your name, email address, mailing address, and date(s) of employment will be provided to the Parties' attorneys.

You will not be rewarded or penalized in any way by Facebook or Facebook's Vendors based on your decision to allow or not allow your contact information to be given to Plaintiffs' attorneys.

This notice is not a communication from the Court and is not an expression of any opinion by the Court as to the merits of the claims or defenses by either side in this lawsuit. Please do not contact the Court or the clerk of the Court.

Please note: This email message was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.

If you would prefer not to receive further messages from this sender, please [Click Here](#) and confirm your request. 

ATTACHMENT 4

SCOLA ET AL V FACEBOOK
SETTLEMENT ADMINISTRATOR
PO BOX 3748
PORTLAND, OR 97208-3748

**BARCODE NO
PRINT ZONE**

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO. 2882

**TO ALL PERSONS WHO CURRENTLY
PERFORM OR HAVE PERFORMED
SINCE SEPTEMBER 15, 2015 CONTENT
MODERATION SERVICES FOR FACEBOOK,
INC. IN CALIFORNIA, ARIZONA, TEXAS,
OR FLORIDA AS AN EMPLOYEE
OR SUBCONTRACTOR OF ONE OF
FACEBOOK'S VENDORS**

**THIS NOTICE RELATES TO
YOUR PRIVACY RIGHTS**

There is a Proposed Settlement in a class action lawsuit filed in the Superior Court of California, San Mateo County (Case No. 18CIV05135) by Selena Scola, Erin Elder, Gabriel Ramos, April Hutchins, Konica Ritchie, Allison Trebacz, Jessica Swarner, and Gregory Shulman (collectively, "Plaintiffs"), former employees of companies that contracted with

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<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

BARCODE NO PRINT ZONE

Facebook, Inc. (“Facebook”) to review Facebook’s content. The Proposed Settlement affects a “Class,” or group, of people that includes you.

You are receiving this Notice because you are a member of the Settlement Class. This is not a lawsuit against you, and you are not being sued. This notice is approved by the Court and is designed to give you an opportunity to object to the disclosure of your name, address, telephone number, email address, and date(s) of employment to attorneys for the Plaintiffs and Defendant.

Plaintiffs filed the lawsuit to obtain damages and declaratory and equitable relief to protect the interests of themselves and all Content Moderators who reviewed content for Facebook through a third-party contractor.

Plaintiffs allege that Facebook failed to provide a safe workplace for Content Moderators employed through third-party vendors of Facebook, in violation of California law. Plaintiffs allege that this failure contributed to Content Moderators suffering from psychological trauma, including but not limited to Post-Traumatic Stress Disorder (PTSD). Defendant Facebook denies all these allegations in their entirety and maintains that it has complied with all applicable laws. The Parties agreed to the Proposed Settlement to provide relief to the class and to avoid further expense associated with this litigation.

In connection with the Settlement, a Settlement Administrator will be provided with the names, email addresses, last known addresses, and date(s) of employment of all members of the Settlement Class, including you.

The Parties’ attorneys have agreed to use this information only for purposes of this lawsuit and have agreed not to disclose this information to anyone else.

This notice is being sent to you so that you can decide whether to have your contact information provided to the Parties’ attorneys. Your decision will NOT affect your rights under the Settlement, including your rights to any relief the Settlement may provide.

OPTION ONE: If you want your name, email address, mailing address, and date(s) of employment to be disclosed to the Parties’ attorneys, you do not need to do anything.

OPTION TWO: If you do **not** want your name, email address, mailing address, and date(s) of employment to be disclosed to the Parties’ attorneys, you must email to info@contentmoderatorsettlement.com or sign the enclosed pre-paid and self-addressed postcard and return it to the Settlement Administrator at the address on the postcard.

If you do not reply by email to info@contentmoderatorsettlement.com **by October 9, 2020** or sign and return the enclosed postcard postmarked **by October 9, 2020**, your name, email address, mailing address, and date(s) of employment will be provided to the Parties’ attorneys.

Placeholder MailID Barcode
Placeholder Human-Readable MailID

required

You will not be rewarded or penalized in any way by Facebook or Facebook's Vendors based on your decision to allow or not allow your contact information to be given to Plaintiffs' attorneys.

This notice is not a communication from the Court and is not an expression of any opinion by the Court as to the merits of the claims or defenses by either side in this lawsuit. Please do not contact the Court or the clerk of the Court.

OBJECTION TO DISCLOSURE OF PRIVATE CONTACT INFORMATION

I DO NOT wish to disclose my personal contact information, including my name, email address, mailing address, and date(s) of employment, to the Parties' attorneys in this case.

Print Name:

Signature:

Date (MM-DD-YY):

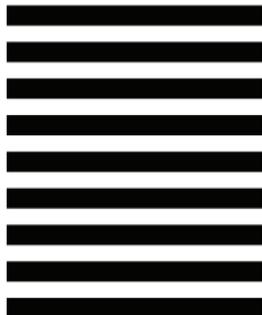
<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>
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FOR THIS CARD TO BE EFFECTIVE, you must complete and mail it no later than October 9, 2020. If you do not return this card by October 9, 2020, and you do not by October 9, 2020 send an email to info@contentmoderatorsettlement.com with your name and a statement that you object to the disclosure of your name and contact information, then your name, address, telephone number(s), and email address(es) will be disclosed to the Parties' attorneys to be used in connection with the Parties' Proposed Settlement.

If you do NOT object to the disclosure of your contact information, do not complete this form and do not send an email to info@contentmoderatorsettlement.com.



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 581 PORTLAND, OR

POSTAGE WILL BE PAID BY ADDRESSEE

SCOLA ET AL V FACEBOOK
SETTLEMENT ADMINISTRATOR
C/O EPIQ
PO BOX 3748
PORTLAND OR 97208-9778



Exhibit 3

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Electronically
FILED

by Superior Court of California, County of San Mateo

ON 11/24/2020

By /s/ Joel Lacey
Deputy Clerk

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

CORRECTED DECLARATION OF
ELIZABETH ENLUND IN SUPPORT
OF MOTION FOR FINAL
APPROVAL ORDER

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

Date: November 20, 2020
Dept. 23

Time: 9:00 a.m.

Trial Date: None Set

2nd Amended Complaint Filed: June 30,
2020

1 I, Elizabeth Enlund, declare and state as follows:

2 1. I am a Project Manager for Epiq Class Action and Claims Solutions, Inc.,
3 (“Epiq”), the Settlement Administrator, for the above captioned case. I am a certified Project
4 Management Professional (PMP)® and hold a Bachelor of Science from Portland State
5 University. Prior to joining Epiq, I managed a variety of complex projects in highly regulated
6 environments at multi-faceted organizations in the government and private sectors.

7 2. On August 12, 2020, I filed a Declaration in the above-captioned class action
8 describing in further detail Epiq and its qualifications to serve as the Settlement Administrator.
9 The Declaration is named, *Declaration of Elizabeth Enlund in Support of Motion for Preliminary*
10 *Approval* (the “First Declaration of Elizabeth Enlund”) and is Exhibit 6 to the Motion for
11 Preliminary Approval.

12 3. On October 9, 2020, I filed a Declaration in the above-captioned class action
13 describing the implementation of the Notice Plan as of October 7, 2020. The Declaration is
14 named, *Declaration of Elizabeth Enlund in Support of Plaintiff’s Motion for Attorneys’ Fees,*
15 *Reimbursement of Costs, and Service Awards* (the “Second Declaration of Elizabeth Enlund”) and
16 is Attachment 11 to the Plaintiff’s Motion for Attorneys’ Fees, Reimbursement of Costs, and
17 Service Awards.

18 4. This Declaration will detail the implementation of the Notice Plan and completed
19 notice activities as of October 30, 2020, as ordered by the Court. This Declaration will also
20 discuss the administration activities for the above-captioned class action as of October 30, 2020.

21 5. I am fully familiar with the actions taken by Epiq with respect to the Settlement as
22 described below and am competent to testify about them if called upon to do so.

23 **NOTICE PLAN**

24 *Emailed Short Form Notice*

25 6. As further described in the Second Declaration of Elizabeth Enlund, on September
26 9, 2020, Epiq disseminated 8,900 Email Short Form Notices to all Class Members for whom we
27 received data and for whom a facially valid email address was provided. On September 25, 2020,
28 Epiq disseminated 87 Email Short Form Notices to additional Class Members for whom we

1 received data and for whom a facially valid email address was provided.

2 7. The Email Short Form Notice was created using an embedded html text format.
3 This format provided easy to read text without graphics, tables, images, and other elements that
4 would increase the likelihood that the message could be blocked by Internet Service Providers
5 (ISPs) and/or SPAM filters. Each Email Short Form Notice was transmitted with a unique
6 message identifier. If the receiving email server could not deliver the message, a “bounce code”
7 was returned along with the unique message identifier. For all Email Short Form Notices for
8 which a bounce code was received that indicated that the message was undeliverable, at least two
9 additional attempts were made to deliver the Email Short Form Notice by email.

10 8. The Email Short Form Notice included an embedded link to the Settlement
11 Website. By clicking the link, Class Members were able to easily access the Long Form Notice,
12 Short Form Notice, Belaire Notice, Settlement Agreement, Second Amended Complaint, Motion
13 for Preliminary Approval, Preliminary Approval Order, the Court’s Covid-19 Order 11, and other
14 information about the Settlement. The Email Short Form Notice is included as **Attachment 1**.

15 9. As of October 30, 2020, 753 Short Form Email Notices were returned as
16 undeliverable.

17 *Mailed Short Form Notice*

18 10. As further described in the Second Declaration of Elizabeth Enlund, on September
19 23, 2020, Epiq mailed 1,188 Short Form Notices via United States Postal Service (“USPS”) first
20 class mail to all Class Members for whom we received data and for whom a facially valid email
21 address was not provided but a valid mailing address was provided, and to Class Members whose
22 Email Short Form Notices were returned as undeliverable. On September 25, 2020, Epiq mailed
23 an additional 7,124 Short Form Notices via USPS first class mail to all Class Members previously
24 sent an Email Short Form Notice and for whom a valid mailing address was provided.

25 11. Prior to mailing all Short Form Notice Postcards, all mailing addresses were
26 checked against the National Change of Address (“NCOA”) database maintained by the USPS.¹

27 _____
28 ¹ The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms, and lists submitted to it

1 In addition, the addresses were certified via the Coding Accuracy Support System (“CASS”) to
2 ensure the quality of the zip code and verified through Delivery Point Validation (“DPV”) to
3 verify the accuracy of the addresses.

4 12. The Short Form Notice Postcard included the Settlement Website address. By
5 going to the Settlement Website, recipients are able to easily access the Long Form Notice, Short
6 Form Notice, Belaire Notice, Settlement Agreement, Second Amended Complaint, Motion for
7 Preliminary Approval, Preliminary Approval Order, the Court’s Covid-19 Order 11, and other
8 information about the settlement. The Short Form Notice is included as **Attachment 2**.

9 13. As of October 30, 2020, Epiq has not received any undeliverable Short Form
10 Notice Postcards. Epiq will re-mail Short Form Notices for addresses that were corrected through
11 the USPS or for addresses that were obtained by additional public record research using a third-
12 party lookup service after Short Form Notices were returned as undeliverable.

13 *Emailed Belaire Notice*

14 14. As further described in the Second Declaration of Elizabeth Enlund, on September
15 9, 2020, Epiq disseminated 8,900 Belaire Email Notices to Class Members for whom we received
16 data and for whom a facially valid email address was provided. On September 25, 2020, Epiq
17 disseminated 87 Belaire Email Notices to additional Class Members for whom we received data
18 and for whom a facially valid email address was provided.

19 15. The Belaire Email Notice was created using an embedded html text format. This
20 format provided easy to read text without graphics, tables, images, and other elements that would
21 increase the likelihood that the message could be blocked by Internet Service Providers (ISPs)
22 and/or SPAM filters. Each Belaire Email Notice was transmitted with a unique message
23 identifier. If the receiving email server could not deliver the message, a “bounce code” was
24 returned along with the unique message identifier. For all Belaire Email Notices for which a
25 bounce code was received that indicated that the message was undeliverable, at least two
26 additional attempts were made to deliver the Belaire Email Notice by email. The Belaire Email

27 _____
28 are automatically updated with any reported move based on a comparison with the person’s name and
known address.

1 Notice is included as **Attachment 3**.

2 16. As of October 30, 2020, 755 Belaire Email Notices were returned as undeliverable.

3 *Mailed Belaire Notice*

4 17. As further described in the Second Declaration of Elizabeth Enlund, on September
5 9, 2020, Epiq mailed 417 Belaire Notices via USPS first class mail to all Class Members for
6 whom we received data and for whom a facially valid email address was not provided but a valid
7 mailing address was provided. On September 24, 2020, Epiq mailed 16 Belaire Notices via USPS
8 first class mail to additional Class Members for whom we received data and for whom a facially
9 valid email address was not provided but a valid mailing address was provided. A copy of the
10 Belaire Notice is included as **Attachment 4**.

11 18. Prior to mailing all Belaire Notices, all mailing addresses were checked against the
12 National Change of Address (“NCOA”) database maintained by the USPS.² In addition, the
13 addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure the quality
14 of the zip code and verified through Delivery Point Validation (“DPV”) to verify the accuracy of
15 the addresses.

16 19. As of October 30, 2020, Epiq has not received any undeliverable Belaire Notices.
17 Epiq will re-mailed Belaire Notices for addresses that were corrected through the USPS or for
18 addresses that were obtained by additional public record research using a third-party lookup
19 service after the Belaire Notices were returned as undeliverable.

20 **SETTLEMENT WEBSITE**

21 20. As further described in the Second Declaration of Elizabeth Enlund, on September
22 3, 2020, a neutral, informational Settlement Website ([www. ContentModeratorSettlement.com](http://www.ContentModeratorSettlement.com))
23 was established to enable Class Members to obtain additional information and documents,
24 including the Long Form Notice, Short Form Notice, Belaire Notice, Settlement Agreement,
25 Second Amended Complaint, Motion for Preliminary Approval, Preliminary Approval Order, the

26 _____
27 ² The NCOA database contains records of all permanent change of address submissions received by the
28 USPS for the last four years. The USPS makes this data available to mailing firms, and lists submitted to it
are automatically updated with any reported move based on a comparison with the person’s name and
known address.

1 Court's Covid-19 Order 11, contact information, and answers to frequently asked questions. Class
2 Members are also able to update their contact information and payment election preferences on
3 the Payment Election page of the Settlement Website using an Epiq assigned Unique ID and PIN
4 provided in each Class Member's Short Form Notice. The Settlement Website address was
5 prominently displayed in all printed notice documents.

6 21. As of October 30, 2020, there have been 5,898 unique visitors to the Settlement
7 Website and 12,487 website pages presented.

8 **DISCLOSURE OBJECTIONS, EXCLUSIONS, AND OBJECTIONS**

9 *Disclosure Objections*

10 22. As outlined in the Belaire Order, the deadline for Class Members to object to the
11 disclosure of their name and contact information was October 9, 2020.

12 23. As of October 30, 2020, Epiq has received 97 timely disclosure objections from
13 96 unique Class Members of which, 5 were submitted by USPS and 92 were submitted via email
14 to info@ContentModeratorSettlement.com. In addition, Epiq has received 1 late Disclosure
15 Objection.

16 24. Pursuant to the Belaire Order, Epiq has executed, and designated Confidential, a
17 report including the contact information for Class members whom did not submit a valid or
18 timely objection to the disclosure of their contact information, which is available to Plaintiffs'
19 Counsel and Defense Counsel upon request.

20 *Exclusions*

21 25. As outlined in the Preliminary Approval Order, the deadline for Class Members to
22 submit a written request to exclude themselves from or opt-out of the Settlement was October 23,
23 2020.

24 26. As of October 30, 2020, Epiq has received five timely requests for exclusion sent
25 by U.S. Mail. The names of the Class Members that have submitted exclusion requests are
26 included in **Attachment 5**.

1 *Objections*

2 27. As outlined in the Preliminary Approval Order, the deadline for Class Members to
3 submit a written objection to the Settlement was October 23, 2020.

4 28. As of October 30, 2020, Epiq has not received any objections to the Settlement by
5 USPS.

6 **GENERAL CORRESPONDENCE**

7 *Email Inbox*

8 29. As further described in the Second Declaration of Elizabeth Enlund, on September
9 3, 2020, a dedicated email address, info@ContentModeratorSettlement.com, was established to
10 allow Class Members to contact Epiq by email with any requests or questions.

11 30. As of October 30, 2020, Epiq has received 471 emails and responded to
12 approximately 425 emails. Review and processing of emails are ongoing and not every email
13 received will require a response.

14 *Post Office Box*

15 31. As further described in the Second Declaration of Elizabeth Enlund, Epiq
16 established a dedicated post office box to allow Class Members to contact us by USPS.

17 32. As of October 30, 2020, Epiq has received a total of 14 written correspondence.
18 Review and processing of USPS correspondence are ongoing and not every correspondence
19 received will require a response.

20 *Toll-Free Telephone Number*

21 33. As further described in the Second Declaration of Elizabeth Enlund, on September
22 3, 2020, a dedicated toll-free telephone number, 1-855-917-3515, was established allowing callers
23 to listen to recorded answers to frequently-asked questions and directions to the Settlement
24 Website. The automated phone system is available 24 hours per day, 7 days per week. Callers
25 also have an option to speak to an Epiq service agent during normal business hours, Monday
26 through Friday from 6 a.m. to 6 p.m. PST, except holidays.

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34. As of October 30, 2020, Epiq has received 226 calls to the toll-free telephone number of which, 126 calls were routed to an Epiq service agent.

I certify under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: November 24, 2020 By: Elizabeth Enlund
Elizabeth Enlund
Project Manager
Epiq Class Action and Claims Solutions, Inc.,
("Epiq")

ATTACHMENT 1

From: [REDACTED] on behalf of [Selena Scola, et al. v. Facebook, Inc.](#)
To: [REDACTED]
Subject: HTML Sample -- Legal Notice of Class Action Settlement
Date: Tuesday, September 8, 2020 6:02:58 AM

CAUTION: This email originated from outside of Epiq. Do not click links or open attachments unless you recognize the sender and know the content is safe.

ATTENTION: [REDACTED]
Unique ID: [REDACTED]

PIN: [REDACTED]

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 August 14, 2020. 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 October 23, 2020;
or
- c. Request to be excluded from the settlement by submitting a request to be excluded by October 23, 2020.

Each of these options is discussed in more detail in the full-length class notice, which you can read at www.contentmoderatorsettlement.com. You can request that a copy of the full-length class notice be mailed to you by contacting the Claims Administrator by email at info@contentmoderatorsettlement.com or by mail at *Scola, et al. v. Facebook* Settlement Administrator, P.O. Box 3748, Portland, OR 97208-3748.

PLEASE DO NOT CONTACT THE COURT.

Please note: This email message was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.

If you would prefer not to receive further messages from this sender, please [Click Here](#) and confirm your request. 

ATTACHMENT 2

Scola, et al. v. Facebook
Settlement Administrator
P.O. Box 3748
Portland, OR 97208-3748

**BARCODE
NO-PRINT
ZONE**

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO. 2882

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

Barcode No-Print Zone

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 August 14, 2020. 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.

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- 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 October 23, 2020; or
- c. Request to be excluded from the settlement by submitting a request to be excluded by October 23, 2020.

Each of these options is discussed in more detail in the full-length class notice, which you can read at www.contentmoderatorsettlement.com. You can request that a copy of the full-length class notice be mailed to you by contacting the Claims Administrator by email at info@contentmoderatorsettlement.com or by mail at *Scola, et al. v. Facebook* Settlement Administrator, P.O. Box 3748, Portland, OR 97208-3748.

PLEASE DO NOT CONTACT THE COURT.

ATTACHMENT 3

From: [REDACTED] on behalf of [Selena Scola, et al. v. Facebook, Inc.](#)
To: [REDACTED]
Subject: HTML Sample -- Belaire Notice
Date: Friday, September 4, 2020 5:04:36 AM

CAUTION: This email originated from outside of Epiq. Do not click links or open attachments unless you recognize the sender and know the content is safe.

ATTENTION: [REDACTED]

YOU HAVE BEEN IDENTIFIED AS A PERSON WHO CURRENTLY PERFORMS OR PERFORMED SINCE SEPTEMBER 15, 2015 CONTENT MODERATION SERVICES FOR FACEBOOK, INC. IN CALIFORNIA, ARIZONA, TEXAS, OR FLORIDA AS AN EMPLOYEE OR SUBCONTRACTOR OF ONE OF FACEBOOK'S VENDORS

THIS NOTICE RELATES TO YOUR PRIVACY RIGHTS

There is a Proposed Settlement in a class action lawsuit filed in the Superior Court of California, San Mateo County (Case No. 18CIV05135) by Selena Scola, Erin Elder, Gabriel Ramos, April Hutchins, Konica Ritchie, Allison Trebacz, Jessica Swarner, and Gregory Shulman (collectively, "Plaintiffs"), former employees of companies that contracted with Facebook, Inc. ("Facebook") to review Facebook's content. The Proposed Settlement affects a "Class," or group, of people that includes you.

You are receiving this Notice because you are a member of the Settlement Class. This is not a lawsuit against you, and you are not being sued. This notice is approved by the Court and is designed to give you an opportunity to object to the disclosure of your name, address, telephone number, email address, and date(s) of employment to attorneys for the Plaintiffs and Defendant.

Plaintiffs filed the lawsuit to obtain damages and declaratory and equitable relief to protect the interests of themselves and all Content Moderators who reviewed content for Facebook through a third-party contractor.

Plaintiffs allege that Facebook failed to provide a safe workplace for Content Moderators employed through third-party vendors of Facebook, in violation of California law. Plaintiffs allege that this failure contributed to Content Moderators suffering from psychological trauma, including but not limited to Post-Traumatic Stress Disorder (PTSD). Defendant Facebook denies all these allegations in their entirety and maintains that it has complied with all applicable laws. The Parties agreed to the Proposed Settlement to provide relief to the class and to avoid further expense associated with this litigation.

In connection with the Settlement, a Settlement Administrator will be provided with the names, email addresses, last known addresses, and date(s) of employment of all members of the Settlement Class, including you.

The Parties' attorneys have agreed to use this information only for purposes of this lawsuit and have agreed not to disclose this information to anyone else.

This notice is being sent to you so that you can decide whether to have your contact information provided to the Parties' attorneys. Your decision will NOT affect your rights under the Settlement, including your rights to any relief the Settlement may provide.

OPTION ONE: If you want your name, email address, mailing address, and date(s) of employment to be disclosed to the Parties' attorneys, you do not need to do anything.

OPTION TWO: If you do **not** want your name, email address, mailing address, and date(s) of employment to be disclosed to the Parties' attorneys, you must email your disclosure objection to info@contentmoderatorsettlement.com.

If you do not reply by email to info@contentmoderatorsettlement.com by **October 9, 2020**, your name, email address, mailing address, and date(s) of employment will be provided to the Parties' attorneys.

You will not be rewarded or penalized in any way by Facebook or Facebook's Vendors based on your decision to allow or not allow your contact information to be given to Plaintiffs' attorneys.

This notice is not a communication from the Court and is not an expression of any opinion by the Court as to the merits of the claims or defenses by either side in this lawsuit. Please do not contact the Court or the clerk of the Court.

Please note: This email message was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.

If you would prefer not to receive further messages from this sender, please [Click Here](#) and confirm your request. 

ATTACHMENT 4

SCOLA ET AL V FACEBOOK
SETTLEMENT ADMINISTRATOR
PO BOX 3748
PORTLAND, OR 97208-3748

**BARCODE NO
PRINT ZONE**

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO. 2882

**TO ALL PERSONS WHO CURRENTLY
PERFORM OR HAVE PERFORMED
SINCE SEPTEMBER 15, 2015 CONTENT
MODERATION SERVICES FOR FACEBOOK,
INC. IN CALIFORNIA, ARIZONA, TEXAS,
OR FLORIDA AS AN EMPLOYEE
OR SUBCONTRACTOR OF ONE OF
FACEBOOK'S VENDORS**

**THIS NOTICE RELATES TO
YOUR PRIVACY RIGHTS**

There is a Proposed Settlement in a class action lawsuit filed in the Superior Court of California, San Mateo County (Case No. 18CIV05135) by Selena Scola, Erin Elder, Gabriel Ramos, April Hutchins, Konica Ritchie, Allison Trebacz, Jessica Swarner, and Gregory Shulman (collectively, "Plaintiffs"), former employees of companies that contracted with

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<<ADDRESS LINE 5>>
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<<COUNTRY>>

BARCODE NO PRINT ZONE

Facebook, Inc. (“Facebook”) to review Facebook’s content. The Proposed Settlement affects a “Class,” or group, of people that includes you.

You are receiving this Notice because you are a member of the Settlement Class. This is not a lawsuit against you, and you are not being sued. This notice is approved by the Court and is designed to give you an opportunity to object to the disclosure of your name, address, telephone number, email address, and date(s) of employment to attorneys for the Plaintiffs and Defendant.

Plaintiffs filed the lawsuit to obtain damages and declaratory and equitable relief to protect the interests of themselves and all Content Moderators who reviewed content for Facebook through a third-party contractor.

Plaintiffs allege that Facebook failed to provide a safe workplace for Content Moderators employed through third-party vendors of Facebook, in violation of California law. Plaintiffs allege that this failure contributed to Content Moderators suffering from psychological trauma, including but not limited to Post-Traumatic Stress Disorder (PTSD). Defendant Facebook denies all these allegations in their entirety and maintains that it has complied with all applicable laws. The Parties agreed to the Proposed Settlement to provide relief to the class and to avoid further expense associated with this litigation.

In connection with the Settlement, a Settlement Administrator will be provided with the names, email addresses, last known addresses, and date(s) of employment of all members of the Settlement Class, including you.

The Parties’ attorneys have agreed to use this information only for purposes of this lawsuit and have agreed not to disclose this information to anyone else.

This notice is being sent to you so that you can decide whether to have your contact information provided to the Parties’ attorneys. Your decision will NOT affect your rights under the Settlement, including your rights to any relief the Settlement may provide.

OPTION ONE: If you want your name, email address, mailing address, and date(s) of employment to be disclosed to the Parties’ attorneys, you do not need to do anything.

OPTION TWO: If you do **not** want your name, email address, mailing address, and date(s) of employment to be disclosed to the Parties’ attorneys, you must email to info@contentmoderatorsettlement.com or sign the enclosed pre-paid and self-addressed postcard and return it to the Settlement Administrator at the address on the postcard.

If you do not reply by email to info@contentmoderatorsettlement.com **by October 9, 2020** or sign and return the enclosed postcard postmarked **by October 9, 2020**, your name, email address, mailing address, and date(s) of employment will be provided to the Parties’ attorneys.

Placeholder MailID Barcode
Placeholder Human-Readable MailID

required

You will not be rewarded or penalized in any way by Facebook or Facebook's Vendors based on your decision to allow or not allow your contact information to be given to Plaintiffs' attorneys.

This notice is not a communication from the Court and is not an expression of any opinion by the Court as to the merits of the claims or defenses by either side in this lawsuit. Please do not contact the Court or the clerk of the Court.

OBJECTION TO DISCLOSURE OF PRIVATE CONTACT INFORMATION

I DO NOT wish to disclose my personal contact information, including my name, email address, mailing address, and date(s) of employment, to the Parties' attorneys in this case.

Print Name:

Signature:

Date (MM-DD-YY):

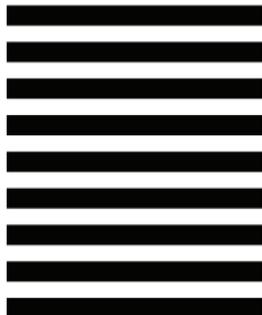
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FOR THIS CARD TO BE EFFECTIVE, you must complete and mail it no later than October 9, 2020. If you do not return this card by October 9, 2020, and you do not by October 9, 2020 send an email to info@contentmoderatorsettlement.com with your name and a statement that you object to the disclosure of your name and contact information, then your name, address, telephone number(s), and email address(es) will be disclosed to the Parties' attorneys to be used in connection with the Parties' Proposed Settlement.

If you do NOT object to the disclosure of your contact information, do not complete this form and do not send an email to info@contentmoderatorsettlement.com.



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 581 PORTLAND, OR

POSTAGE WILL BE PAID BY ADDRESSEE

SCOLA ET AL V FACEBOOK
SETTLEMENT ADMINISTRATOR
C/O EPIQ
PO BOX 3748
PORTLAND OR 97208-9778



ATTACHMENT 5

Scola v. Facebook

Requests for Exclusion

Tracking No.	Name	Opt-Out Date
1162	Clifford Jeudy	9/10/2020
3207	Glen Kwang Lan Hsia	9/21/2020
7339	Kenneth Lau	9/21/2020
7389	Parviz Samadov	10/4/2020
7623	Brady Glenn Bennett	10/23/2020

Exhibit 4

Electronically
FILED

by Superior Court of California, County of San Mateo

ON 3/4/2021

By /s/ Crystal Swords
Deputy Clerk

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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 ELIZABETH
ENLUND IN SUPPORT OF
PLAINTIFFS' RENEWED MOTION
TO APPROVE SUPPLEMENTAL
NOTICE PROGRAM**

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

Date: April 19, 2021 at 3:00 p.m.

Time: 3:00 p.m.

Dept.: 23

Trial Date: None Set

2nd Amended Complaint Filed: June 30,
2020

1 I, Elizabeth Enlund, declare and state as follows:

2 1. I am a Project Manager for Epiq Class Action and Claims Solutions, Inc.,
3 (“Epiq”), the Settlement Administrator, for the above captioned case. I am a certified Project
4 Management Professional (PMP)® and hold a Bachelor of Science from Portland State
5 University. Prior to joining Epiq, I managed a variety of complex projects in highly regulated
6 environments at multi-faceted organizations in the government and private sectors.

7 2. The first step in the Notice Plan was for the Claims Administrator to obtain contact
8 information for the Class Members from Facebook’s vendors. The Claims Administrator received
9 this contact information in the form of data files sent directly by Facebook’s vendors: Genpact,
10 TaskUs, PRO Unlimited, Cognizant, and Accenture. Between August 27, 2020 and September 8,
11 2020, the Claims Administrator received eight data files from Facebook’s vendors containing the
12 records and contact information for 12,224 Class Members. After de-duplicating the records, the
13 Claims Administrator determined that it had received the records for 9,403 unique Class
14 Members. At the time, the Claims Administrator understood that those records reflected the total
15 Class.

16 3. On November 25, 202, Epiq informed Class Counsel of the possibility that certain
17 Class Members had not received notice of the Settlement. Specifically, the Epiq explained to
18 Class Counsel that it had received a new data file from Genpact, one of Facebook’s vendors,
19 containing the records for many Class Members who had not been previously identified. Epiq
20 further explained that the new Genpact data file contained the names of approximately 2,803
21 Class Members.

22 4. Epiq continues to find occasional duplicates as it processes the individual Class
23 Member contact information provided by Facebook’s vendors.

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I certify under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature: Elizabeth Enlund

Date: March 4, 2021

Elizabeth Enlund
Project Manager
Epiq Class Action and Claims Solutions, Inc.,
("Epiq")

Exhibit B

Excluded Class Members

1. Clifford Jeudy (Data Tracking Number: 1162)
2. Glen Kwang Lan Hsia (Data Tracking Number: 3207)
3. Kenneth Lau (Data Tracking Number: 7339)
4. Parviz Samadov (Data Tracking Number: 7389)
5. [REDACTED] (Data Tracking Number: 7623)
6. Antonina Iaremenko (Data Tracking Number: 3412)
7. [REDACTED] (Data Tracking Number: 13161)

Exhibit C

From: This Is Where It's At TV <realrebelblack@gmail.com>
Sent: Thursday, September 10, 2020 3:52 AM
To: info_contentmoderatorsettlem; Steve Williams
Subject: Fwd: Employment Verification
Attachments: image004.png

CAUTION: This email originated from outside of Epiq. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I was not a content moderator. My job title was Process Executive. I was never a content moderator. Scola did not perform the same duties as me. I worked on facebook live videos and Instagram live videos. I worked on Facebook and Instagram stories. Those products were not even on the market when Scola was working. I do not understand how we are in the same class? Please contact Cognizant, Samantha.Kochinski@cognizant.com to verify my job title, Process Executive, and Facebook and Cognizant never warned us about a risk of PTSD being associated with this job. I watched my coworker die at work. I was harassed daily for years. This settlement is unfair and nobody investigated the working conditions we endured in Tampa. Our civil rights were violated and Facebook and Cognizant violated our human rights. This settlement does not punish facebook for the harassment and unsafe working conditions. There was a prostitution ring ran out of Cognizant and management was part of it.

I was never a content moderator. Please advise

Clifford Jeudy

----- Forwarded message -----

From: <Samantha.Kochinski@cognizant.com>
Date: Tue, Sep 1, 2020, 1:30 PM
Subject: Employment Verification
To: <realrebelblack@gmail.com>

Good afternoon Clifford,

Please see the below information from the verification team, let me know if anything else is needed.

Hi,

Please find the required inputs as per our records.

Employee Name	Clifford Jeudy
Employee id	670501
Start Date (MM/DD/YYYY)	12/13/2017
End Date (MM/DD/YYYY)	02/14/2020
Employment Status	Currently Inactive
Designation	Process Executive - Data
Verified By	Gautham B
Verifier Designation	Sr. Coordinator - HR

Thanks and Regards

Employment Verification Team- NA



Note: For any queries regarding Employment verification contact us using below option.

Fax number: 9733526600

E-mail: NAVerification@cognizant.com

(GA)

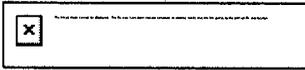
Respectfully,

Samantha Kondash

NA Human Resources

Phone – 570-267-8922

Future PTO – 9/3 – 9/4



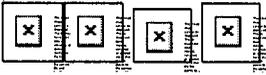
25 Lakeview Drive

Jessup, PA 18434

O +1 570-344-9237 Ext. 71154

Samantha.kochinski@cognizant.com

Cognizant.com



CONFIDENTIALITY NOTICE: This electronic message transmission is intended only for the person or the entity to which it is addressed and may contain information that is privileged, confidential or otherwise protected from disclosure, including personal health or other information which may be protected by federal or state law. If you have received this transmission, but are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the contents of this information is strictly prohibited. If you have received this e-mail in error, please contact the sender of the e-mail and destroy the original message and all copies.

This e-mail and any files transmitted with it are for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you are not the intended recipient(s), please reply to the sender and destroy all copies of the original message. Any unauthorized review, use, disclosure, dissemination, forwarding, printing or copying of this email, and/or any action taken in reliance on the contents of this e-mail is strictly prohibited and may be unlawful. Where permitted by applicable law, this e-mail and other e-mail communications sent to and from Cognizant e-mail addresses may be monitored. This e-mail and any files transmitted with it are for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you are not the intended recipient(s), please reply to the sender and destroy all copies of the original message. Any unauthorized review, use, disclosure, dissemination, forwarding, printing or copying of this email, and/or any action taken in reliance on the contents of this e-mail is strictly prohibited and may be unlawful. Where permitted by applicable law, this e-mail and other e-mail communications sent to and from Cognizant e-mail addresses may be monitored.

Clifford Jeudy

3450 Palencia Drive #1107

Tampa, Florida 33618

8134143229

Please exclude me from the settlement class.

Clifford Jeudy

A handwritten signature in black ink, appearing to read "Clifford Jeudy". The signature is fluid and cursive, with a large, sweeping loop at the end.

C. Judy
3450 Palencia Dr. #1107
Tampa FL 33618-1851

TAMPA FL 33618

19 OCT



1023



97208

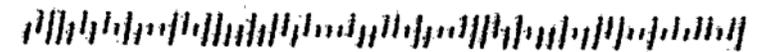
U.S. POSTAGE PAID
FCM LETTER
TAMPA, FL
33618
OCT 19, 20
AMOUNT

\$0.55

R2305K131111-04

Scola, et al. v Facebook
Settlement Administrator
P.O. Box 3748
Portland OR 97208-3748

97208-374848



Glen Kwang Lan Hsia
10280 Park Green Lane
Cupertino, CA 95014
(408)982-3051

Unique ID: D9FC472CC4

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**

Glen Kwang Lan Hsia Requests to be excluded from this settlement.



From

Glen Hsia
10280 Park Green Ln 840
Cupertino, CA 95014

SAN JOSE CA 950

18 SEP 2020 PM 1 L



Scola, et al. v. Facebook Settlement
P.O. Box 3748 Administrator
Portland, OR 97208-3748



97208-374848



1. Please date and sign your check - DO NOT SEND CASH.
2. Include account number on check or money order.
3. To ensure proper credit enclose your payment stub.
4. Do not use tape, staples or paper clips.



Made from Recycled Paper



Kenneth Lau
934 Corriente Point Drive
Redwood City, CA 94065
(650) 284-8611

Hello,

My name is Kenneth Lau. I want to be
excluded from the settlement.

Thank you and have a great rest of your day!

Best,

Kenneth Lau



Kenneth Lau
934 Corriente Point Drive
Redwood City, CA 94065

SAN FRANCISCO CA 940

17 SEP 2020 PM 4 L



Scola, et al. v. Facebook Settlement Administrator
P.O. Box 3748
Portland, OR 97208-3748

97208-374848



Request for exclusion

My name is Parviz Samadov.

The address: 14850 Oka rd, #19, Los Gatos 95032

My phone number: (650) 334 8300

email address: samadov@parviz.az

Writing this letter i am letting you know please exclude me from the settlement

Parviz Samadov

A handwritten signature in black ink, appearing to be 'PS' with a stylized flourish.

10/17/2020

From: PARVIZ SAMADOV
14850 Okm Rd #10
LOS GATOS
CA. 95032

Ready Post

Document Mailer

To: Scola, et al. v. Facebook
Settlement Administrator
P.O. Box 3748
Portland, OR 97208-3748



93300006
6" x 9" Envelope

1PJE2150 - AIC-093
Product Code 93300006
www.usps.com

A product of the United States Postal Service®
MADE IN THE U.S.A.



PRESS FIRMLY TO SEAL

PRESS FIRMLY 1



1007



97208

U.S. POSTAGE PAID
PME 1-Day
LOS GATOS, CA
95030
OCT 20, 20
AMOUNT

\$26.35

R2304M111089-8

RESS
ED



PRIORITY
MAIL
EXPRESS



PRIORITY
MAIL
EXPRESS



EJ 514 775 720 US

CUSTOMER USE ONLY

FROM: (PLEASE PRINT) PHONE (650) 3348300

PARVIZ SAMADOV
14850 Oka Rd #18
Los Gatos CA 95032

DELIVERY OPTIONS (Customer Use Only)

SIGNATURE REQUIRED Note: The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.

Delivery Options

No Saturday Delivery (delivered next business day)

Sunday/Holiday Delivery Required (additional fee, where available*)

10:30 AM Delivery Required (additional fee, where available*)

*Refer to USPS.com® or local Post Office™ for availability.

TO: (PLEASE PRINT) PHONE ()

P.O. Box 3748
Portland OR 97208-3748
Scola, et al. v. facebook
Settlement Administrator.
ZIP + 4® (U.S. ADDRESSES ONLY)
97208-3748

- For pickup or USPS Tracking™, visit USPS.com or call 800-222-1811.
- \$100.00 Insurance Included.

PEEL FROM THIS CORNER

PAYMENT BY ACCOUNT (if applicable)

USPS® Corporate Acct. No. Federal Agency Acct. No. or Postal Service™ Acct. No.

ORIGIN (POSTAL SERVICE USE ONLY)

1-Day 2-Day Military DPO

PO ZIP Code	Scheduled Delivery Date (MM/DD/YY)	Postage	
95030	10/20/20	\$ 26.35	
Date Accepted (MM/DD/YY)	Scheduled Delivery Time	Insurance Fee	COD Fee
10/20/20	<input checked="" type="checkbox"/> 12 NOON <input type="checkbox"/> 10:30 AM <input type="checkbox"/> 3:00 PM	\$	\$
Time Accepted	10:30 AM Delivery Fee	Return Receipt Fee	Live Animal Transportation Fee
9:30 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	\$	\$	\$
Special Handling/Fragile	Sunday/Holiday Premium Fee	Total Postage & Fees	
\$	\$	\$ 26.35	
Weight	Acceptance Employee Initials		
lbs. 1.50	<i>[Signature]</i>		

DELIVERY (POSTAL SERVICE USE ONLY)

Delivery Attempt (MM/DD/YY)	Time	Employee Signature
	<input type="checkbox"/> AM <input type="checkbox"/> PM	
Delivery Attempt (MM/DD/YY)	Time	Employee Signature
	<input type="checkbox"/> AM <input type="checkbox"/> PM	

LABEL 11-B, MARCH 2019 PSN 7690-02-000-8996

To schedule free Package Pickup, scan the QR code.



USPS.COM/PICKUP



PS 10001000006

EP13F Oct 2018
OD: 12 1/2 x 9 1/2



I, [REDACTED] wish to be
excluded from the Scold, et al v. Facebook
Settlement. My information is as follows —

[REDACTED]
10610 Morago Circle
Apartment 3321
Austin, TX 78759
ph: 432-940-7396

Signed,

[REDACTED]
[REDACTED]
10/21/20

PRESS FIRMLY TO SEAL

FLAT RATE ENVELOPE
POSTAGE REQUIRED

P

US POSTAGE PAID

\$7.75

Origin: 78759
10/23/20
4804040128-35

PRIORITY MAIL 2-DAY®

0 Lb 1.60 Oz

1004

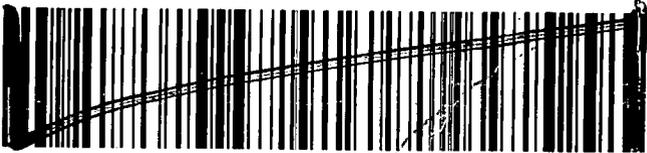
EXPECTED DELIVERY DAY: 10/26/20

B907

SHIP

TO:
PO BOX 3748
Portland OR 97208-3748

USPS TRACKING® NUMBER



9505 5132 7410 0297 5108 91

FROM:

10610 Morado Cir
#3321
Austin, TX 78759

TO: scolaj et al v.
Facebook Settlement
Administrator
PO Box 3748
Portland, OR 97208-
3748

INSURED

To schedule free Package Pickup,
scan the QR code.



ANTONINA IARENENKA

907 Tennessee St #209

SAN FRANCISCO, CA 94107

415-992-2847

Scola, et al v. Facebook Settlement Administrator

I, ANTONINA IARENENKA, would like to
be excluded from case Scola, et al. v. Facebook
Settlement Administrator

October 22nd, 2020



Solo et al. v. Facebook Settlement

administrator

PO BOX 3748

Portland, OR 97208-3748

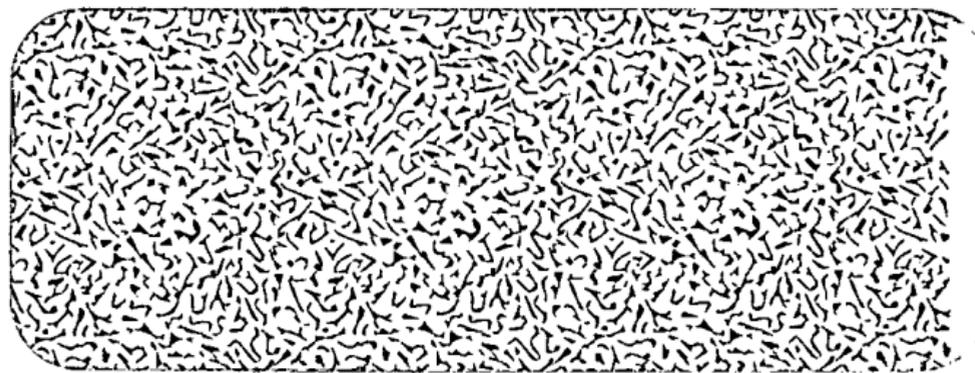
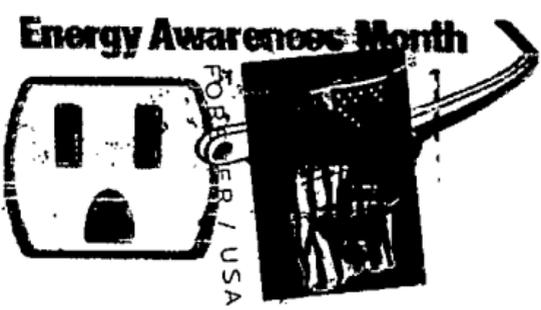
ANTONINA IAREMENKO

901 Tennessee St #203

SAN FRANCISCO, CA 94107

SAN FRANCISCO CA 94107

23 OCT 2020 PM 5 L



97206-374648



REQUEST FOR EXCLUSION

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

To whom it may concern,

Full name: [REDACTED]

Unique ID: 6ECEE3FE74 PIN: 86162

Current address (temporary): Rua Joaquim Magalhães, 1514, apt 101, A,
Fortaleza, Ceará, Brazil, CEP: 60.160-025

Note: Right now, I am in my mother's house in Brazil.

Address in US: 3456 North Hills Dr., Apt 223, Austin, TX 78731

Phone number: +55 85 99211-2434

I want to be excluded from the *Selena Scola, et al. v. Facebook, Inc.* Superior Court of the State of California, County of San Mateo Case. I understand that by excluding myself from this case I will receive no benefit from the Settlement.

Date (05/21/2021):

[REDACTED]

Print and sign your name

To whom it may concern,

I, [REDACTED] write this letter to authorize Bruno Ramon Batista Fernandes to send this signed statement requesting my exclusion from the Class Action via First Class U.S. mail. I am sorry; I will not be able to make it as I will be out of the country.

For any additional information please contact me on [REDACTED]

Thank you for understanding.

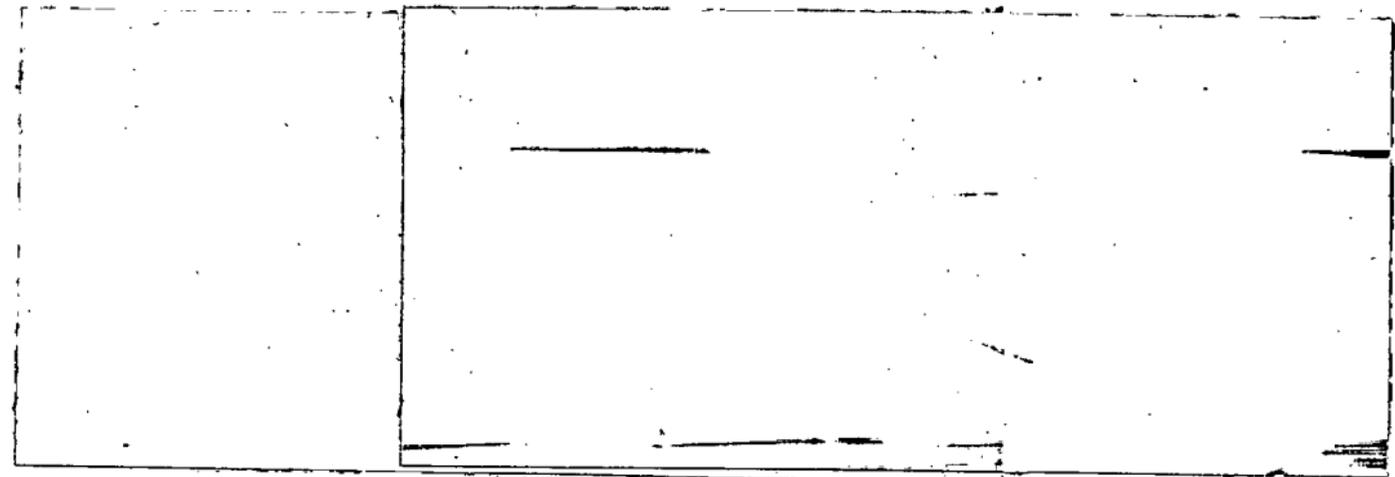
Sincerely,

Date: 05/21/2021

[REDACTED]

To: Scola, et al. v. Facebook Settlement Administrator
P.O. Box 3748
Portland, OR 97208-3748

AUSTIN TX 787
RIO GRANDE DISTRICT
MAY 29 2021 11 42 L



97208-374848



From: Bruno Ramon Batista Fernandes
3456 North Dr, # 223
Austin, TX 78731



To whom it may concern,

I, [REDACTED] write this letter to authorize Bruno Ramon Batista Fernandes to send this signed statement requesting my exclusion from the Class Action via First Class U.S. mail. I am sorry; I will not be able to make it as I will be out of the country.

For any additional information please contact me on [REDACTED]

Thank you for understanding.

Sincerely,

Date: 05/21/2021

[REDACTED]

REQUEST FOR EXCLUSION

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

To whom it may concern,

Full name: [REDACTED]

Unique ID: 6ECEE3FE74 **PIN:** 86162

Current address (temporary): Rua Joaquim Magalhães, 1514, apt 101, A,
Fortaleza, Ceará, Brazil, CEP: 60.160-025

Note: Right now, I am in my mother's house in Brazil.

Address in US: 3456 North Hills Dr., Apt 223, Austin, TX 78731

Phone number: +55 85 99211-2434

I want to be excluded from the *Selena Scola, et al. v. Facebook, Inc.* Superior Court of the State of California, County of San Mateo Case. I understand that by excluding myself from this case I will receive no benefit from the Settlement.

Date (05/21/2021):

_____ [REDACTED] _____

From: Bruno Ramon Batista Fernandes
3456 North Hills Dr, # 223
Austin, Texas 78734

7021 0350 0001 3556 0954

To: *Scolas, et al. v. Facebook Settlement Administrator*
P.O. Box 3748
Portland, OR 97208-3748

97208-374848



U.S. POSTAGE PAID
FCM LETTER
AUSTIN, TX
78731
JUN 01, 21
AMOUNT

\$4.15

R2305M148749-19

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

1 JUN 2021 PM 4 L

AUSTIN TX 787

Exhibit D

Spencer Bar
5429 Sandpiper Ln.
Las Vegas, NV 89146

Joseph Saveri ~~Las Vegas~~ NV 890
Kyle Duckenbush
1 JUN 2021 PM 4 L



Joseph F. Saveri
Steven M. Williams
Kevin Rayhill

601 California St, Suite 1000
San Francisco, CA 94108
94108-280450

STATEMENT OF OBJECTION

Superior Court for the State of California, County of San Mateo

----- X
In re: Scola, et al. v. Facebook :
: No. 18-civ-05135
:
-----X

Statement of Objection

I am a member of the plaintiff settlement class in the case called Scola, et al. v. Facebook. I am a class member because I worked as a content moderator at Facebook through one of their vendors, Accenture, in Austin, Texas in 2018.

I object to the settlement in this lawsuit. I intend to appear at the hearing, representing myself, and want to testify at the final hearing on June 21st, 2021 regarding the specifics of my objection. My reason for objecting is:

- 1. The proposed settlement does not adequately address the harm suffered by members of the class and the extent of the defendant's wrongdoing.

My personal information is:

Name [first, middle, last]: Spencer Matthew Darr
Address: 5429 Sandpiper Ln., Las Vegas, Nv, 89148
Phone No.: 512-424-9071

Dated: 06-01-2021
Signed: [Signature]

Exhibit 2

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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 ELIZABETH
ENLUND IN SUPPORT OF
PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES,
REIMBURSEMENT OF COSTS, AND
SERVICE AWARDS**

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

Date: November 20, 2020
Dept. 23

Trial Date: None Set

2nd Amended Complaint Filed: June 30, 2020

1 I, Elizabeth Enlund, declare and state as follows:

2 1. I am a Project Manager for Epiq Class Action and Claims Solutions, Inc.,
3 (“Epiq”), the Settlement Administrator, for the above captioned case. I am a certified Project
4 Management Professional (PMP)[®] and hold a Bachelor of Science from Portland State University.
5 Prior to joining Epiq, I managed a variety of complex projects in highly regulated environments
6 at multi-faceted organizations in the government and private sectors. I previously filed a
7 Declaration in the above-captioned class action describing in further detail Epiq and its
8 qualifications to serve as the Settlement Administrator. The Declaration is named *Declaration of*
9 *Elizabeth Enlund in Support of Motion for Preliminary Approval* and is Exhibit 6 to the Motion
10 for Preliminary Approval.

11 2. I am fully familiar with the actions taken by Epiq with respect to the Settlement as
12 described below and am competent to testify about them if called upon to do so.

13 OVERVIEW

14
15 3. In *Selena Scola, et al., v. Facebook, Inc.*, Superior Court of California, County of
16 San Mateo, Civil Action No. 18CIV05135, Epiq was retained to administer the terms of the Court
17 approved Settlement including sending Notice, establishing a Settlement Website and toll-free
18 number, answering Class Member questions about the Settlement, and issuing payments to Class
19 Members.

20 4. On August 14, 2020, the Court approved the Notice Plan in the Order Granting (1)
21 Preliminary Approval of Settlement; (2) Provisional Certification of Settlement Class; (3)
22 Appointment of Class Counsel; (4) Approval of Notice Plan; and (5) Approval of Settlement
23 Administrator (“Preliminary Approval Order”).

24
25 5. On August 25, 2020, the Court approved the Order Regarding Belaire Notice to
26 Proposed Settlement Class Members (the “Belaire Order”).

27 6. This declaration will detail the current progress of the ongoing implementation of
28

1 the Notice Plan and administration activities for the above-captioned class action through October
2 7, 2020. The Notice Plan and administration activities are ongoing, and we will provide a final
3 declaration outlining the completion of the Notice Plan as ordered by the Court.

4 **NOTICE PLAN**

5 *Class Member Data*

6 7. Between August 27, 2020 and September 8, 2020, Epiq received 8 data files
7 containing records for 12,224 total Class Members to send Notice. Epiq combined records with
8 the exact same names and addresses which resulted in 9,403 unique Class Member records. Of
9 the 9,403 unique Class Member records, 8,987 had a facially valid email address, 8,328 had a
10 valid mailing address, and 25 did not have either a facially valid email address or valid mailing
11 address.
12

13 *Emailed Short Form Notice*

14 8. On September 9, 2020, Epiq disseminated 8,900 Email Short Form Notices to all
15 Class Members for whom we received data and for whom a facially valid email address was
16 provided.
17

18 9. On September 25, 2020, Epiq disseminated 87 Email Short Form Notices to
19 additional Class Members for whom we received data and for whom a facially valid email
20 address was provided.

21 10. The Email Short Form Notice was created using an embedded html text format.
22 This format provided easy to read text without graphics, tables, images, and other elements that
23 would increase the likelihood that the message could be blocked by Internet Service Providers
24 (ISPs) and/or SPAM filters. Each Email Short Form Notice was transmitted with a unique
25 message identifier. If the receiving email server could not deliver the message, a “bounce code”
26 was returned along with the unique message identifier. For all Email Short Form Notices for
27
28

1 which a bounce code was received that indicated that the message was undeliverable, at least two
2 additional attempts were made to deliver the Email Short Form Notice by email.

3 11. The Email Short Form Notice included an embedded link to the Settlement
4 Website. By clicking the link, Class Members were able to easily access the Long Form Notice,
5 Short Form Notice, Belaire Notice, Settlement Agreement, Second Amended Complaint, Motion
6 for Preliminary Approval, Preliminary Approval Order, the Court’s Covid-19 Order 11, and other
7 information about the Settlement. The Email Short Form Notice is included as **Attachment 1**.

8
9 12. As of October 7, 2020, 753 Short Form Email Notices were returned as
10 undeliverable.

11 *Mailed Short Form Notice*

12 13. On September 23, 2020, Epiq mailed 1,188 Short Form Notices via United States
13 Postal Service (“USPS”) first class mail to all Class Members for whom we received data and for
14 whom a facially valid email address was not provided but a valid mailing address was provided,
15 and to Class Members whose Email Short Form Notices were returned as undeliverable.

16
17 14. On September 25, 2020, Epiq mailed an additional 7,124 Short Form Notices via
18 USPS first class mail to all Class Members previously sent an Email Short Form Notice and for
19 whom a valid mailing address was provided.

20 15. Prior to mailing all Short Form Notice Postcards, all mailing addresses were
21 checked against the National Change of Address (“NCOA”) database maintained by the USPS.¹
22 In addition, the addresses were certified via the Coding Accuracy Support System (“CASS”) to
23 ensure the quality of the zip code and verified through Delivery Point Validation (“DPV”) to
24 verify the accuracy of the addresses.
25

26 _____
27 ¹ The NCOA database contains records of all permanent change of address submissions received by the
28 USPS for the last four years. The USPS makes this data available to mailing firms, and lists submitted to it
are automatically updated with any reported move based on a comparison with the person’s name and known
address.

1 Notice is included as **Attachment 3**.

2 21. As of October 7, 2020, 755 Belaire Email Notices were returned as undeliverable.

3 *Mailed Belaire Notice*

4 22. On September 9, 2020, Epiq mailed 417 Belaire Notices via USPS first class mail
5 to all Class Members for whom we received data and for whom a facially valid email address was
6 not provided but a valid mailing address was provided.

7 23. On September 24, 2020, Epiq mailed 16 Belaire Notices via USPS first class mail
8 to additional Class Members for whom we received data and for whom a facially valid email
9 address was not provided but a valid mailing address was provided. A copy of the Belaire Notice
10 is included as **Attachment 4**.

11 24. Prior to mailing all Belaire Notices, all mailing addresses were checked against the
12 National Change of Address (“NCOA”) database maintained by the USPS.² In addition, the
13 addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure the quality
14 of the zip code and verified through Delivery Point Validation (“DPV”) to verify the accuracy of
15 the addresses.
16

17 25. As of October 7, 2020, Epiq has received 0 undeliverable Belaire Notices. As part
18 of the ongoing Notice Plan, Epiq will re-mail Belaire Notices for any addresses that are corrected
19 through the USPS or for addresses that are obtained by additional public record research using a
20 third-party lookup service after the Belaire Notices are returned as undeliverable. Address
21 updating and re-mailing for undeliverable Belaire Notices is ongoing.
22
23
24
25

26 _____
27 ² The NCOA database contains records of all permanent change of address submissions received by the
28 USPS for the last four years. The USPS makes this data available to mailing firms, and lists submitted to it
are automatically updated with any reported move based on a comparison with the person’s name and known
address.

SETTLEMENT WEBSITE

1
2 26. On September 3, 2020, a neutral, informational Settlement Website (www.
3 ContentModeratorSettlement.com) was established to enable Class Members to obtain additional
4 information and documents, including the Long Form Notice, Short Form Notice, Belaire Notice,
5 Settlement Agreement, Second Amended Complaint, Motion for Preliminary Approval,
6 Preliminary Approval Order, the Court's Covid-19 Order 11, contact information, and answers to
7 frequently asked questions. Class Members are also able to update their contact information and
8 payment election preferences on the Payment Election page of the Settlement Website using an
9 Epiq assigned Unique ID and PIN provided in each Class Member's Short Form Notice. The
10 Settlement Website address was prominently displayed in all printed notice documents.

11
12 27. As of October 7, 2020, there have been 4,668 unique visitors to the Settlement
13 Website and 9,907 website pages presented.

DISCLOSURE OBJECTIONS, EXCLUSIONS, AND OBJECTIONS

Disclosure Objections

14
15
16
17 28. As outlined in the Belaire Order, Class Members have up to and including October
18 9, 2020 to object to the disclosure of their name and contact information.

19 29. As of October 7, 2020, Epiq has received 89 timely disclosure objections from 88
20 unique Class Members of which, three (3) were submitted by USPS and 86 were submitted via
21 email to info@ContentModeratorSettlement.com. Collection and processing of disclosure
22 objections are ongoing.

23 30. Pursuant to the Belaire Order, within ten (10) business days after the October 9,
24 2020 deadline for Class Members to object to the disclosure of their contact information, for
25 those Class members who did not submit valid objections, Epiq shall designate as Confidential
26
27
28

1 and provide such Class Members' contact information to Plaintiffs' Counsel and Defense
2 Counsel.

3 *Exclusions*

4 31. As outlined in the Preliminary Approval Order, Class Members have up to and
5 including October 23, 2020 to submit a written request to exclude themselves from or opt-out of
6 the Settlement.

7 32. As of October 7, 2020, Epiq has received three (3) requests for exclusion.
8 Collection and processing of exclusions and opt-outs are ongoing.
9

10 *Objections*

11 33. As outlined in the Preliminary Approval Order, Class Members have up to and
12 including October 23, 2020 to submit a written objection to the Settlement.

13 34. As of October 7, 2020, Epiq has not received any objections to the Settlement by
14 USPS. Collection and processing of objections are still ongoing.
15

16 **GENERAL CORRESPONDENCE**

17 *Email Inbox*

18 35. On September 3, 2020, a dedicated email address,
19 info@ContentModeratorSettlement.com, was established to allow Class Members to contact Epiq
20 by email with any requests or questions.

21 36. As of October 7, 2020, Epiq has received 361 emails and responded to
22 approximately 280 emails. Review and processing of emails are ongoing and not every email
23 received will require a response.
24

25 *Post Office Box*

26 37. Epiq established a dedicated post office box to allow Class Members to contact us
27 by USPS.
28

ATTACHMENT 1

From: [REDACTED] on behalf of [Selena Scola, et al. v. Facebook, Inc.](#)
To: [REDACTED]
Subject: HTML Sample -- Legal Notice of Class Action Settlement
Date: Tuesday, September 8, 2020 6:02:58 AM

CAUTION: This email originated from outside of Epiq. Do not click links or open attachments unless you recognize the sender and know the content is safe.

ATTENTION: [REDACTED]
Unique ID: [REDACTED]

PIN: [REDACTED]

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 August 14, 2020. 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 October 23, 2020;
or
- c. Request to be excluded from the settlement by submitting a request to be excluded by October 23, 2020.

Each of these options is discussed in more detail in the full-length class notice, which you can read at www.contentmoderatorsettlement.com. You can request that a copy of the full-length class notice be mailed to you by contacting the Claims Administrator by email at info@contentmoderatorsettlement.com or by mail at *Scola, et al. v. Facebook* Settlement Administrator, P.O. Box 3748, Portland, OR 97208-3748.

PLEASE DO NOT CONTACT THE COURT.

Please note: This email message was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.

If you would prefer not to receive further messages from this sender, please [Click Here](#) and confirm your request. 

ATTACHMENT 2

Scola, et al. v. Facebook
Settlement Administrator
P.O. Box 3748
Portland, OR 97208-3748

**BARCODE
NO-PRINT
ZONE**

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO. 2882

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

Barcode No-Print Zone

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**

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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.

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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 October 23, 2020; or
- c. Request to be excluded from the settlement by submitting a request to be excluded by October 23, 2020.

Each of these options is discussed in more detail in the full-length class notice, which you can read at www.contentmoderatorsettlement.com. You can request that a copy of the full-length class notice be mailed to you by contacting the Claims Administrator by email at info@contentmoderatorsettlement.com or by mail at *Scola, et al. v. Facebook* Settlement Administrator, P.O. Box 3748, Portland, OR 97208-3748.

PLEASE DO NOT CONTACT THE COURT.

ATTACHMENT 3

From: [REDACTED] on behalf of [Selena Scola, et al. v. Facebook, Inc.](#)
To: [REDACTED]
Subject: HTML Sample -- Belaire Notice
Date: Friday, September 4, 2020 5:04:36 AM

CAUTION: This email originated from outside of Epiq. Do not click links or open attachments unless you recognize the sender and know the content is safe.

ATTENTION: [REDACTED]

YOU HAVE BEEN IDENTIFIED AS A PERSON WHO CURRENTLY PERFORMS OR PERFORMED SINCE SEPTEMBER 15, 2015 CONTENT MODERATION SERVICES FOR FACEBOOK, INC. IN CALIFORNIA, ARIZONA, TEXAS, OR FLORIDA AS AN EMPLOYEE OR SUBCONTRACTOR OF ONE OF FACEBOOK'S VENDORS

THIS NOTICE RELATES TO YOUR PRIVACY RIGHTS

There is a Proposed Settlement in a class action lawsuit filed in the Superior Court of California, San Mateo County (Case No. 18CIV05135) by Selena Scola, Erin Elder, Gabriel Ramos, April Hutchins, Konica Ritchie, Allison Trebacz, Jessica Swarner, and Gregory Shulman (collectively, "Plaintiffs"), former employees of companies that contracted with Facebook, Inc. ("Facebook") to review Facebook's content. The Proposed Settlement affects a "Class," or group, of people that includes you.

You are receiving this Notice because you are a member of the Settlement Class. This is not a lawsuit against you, and you are not being sued. This notice is approved by the Court and is designed to give you an opportunity to object to the disclosure of your name, address, telephone number, email address, and date(s) of employment to attorneys for the Plaintiffs and Defendant.

Plaintiffs filed the lawsuit to obtain damages and declaratory and equitable relief to protect the interests of themselves and all Content Moderators who reviewed content for Facebook through a third-party contractor.

Plaintiffs allege that Facebook failed to provide a safe workplace for Content Moderators employed through third-party vendors of Facebook, in violation of California law. Plaintiffs allege that this failure contributed to Content Moderators suffering from psychological trauma, including but not limited to Post-Traumatic Stress Disorder (PTSD). Defendant Facebook denies all these allegations in their entirety and maintains that it has complied with all applicable laws. The Parties agreed to the Proposed Settlement to provide relief to the class and to avoid further expense associated with this litigation.

In connection with the Settlement, a Settlement Administrator will be provided with the names, email addresses, last known addresses, and date(s) of employment of all members of the Settlement Class, including you.

The Parties' attorneys have agreed to use this information only for purposes of this lawsuit and have agreed not to disclose this information to anyone else.

This notice is being sent to you so that you can decide whether to have your contact information provided to the Parties' attorneys. Your decision will NOT affect your rights under the Settlement, including your rights to any relief the Settlement may provide.

OPTION ONE: If you want your name, email address, mailing address, and date(s) of employment to be disclosed to the Parties' attorneys, you do not need to do anything.

OPTION TWO: If you do **not** want your name, email address, mailing address, and date(s) of employment to be disclosed to the Parties' attorneys, you must email your disclosure objection to info@contentmoderatorsettlement.com.

If you do not reply by email to info@contentmoderatorsettlement.com by **October 9, 2020**, your name, email address, mailing address, and date(s) of employment will be provided to the Parties' attorneys.

You will not be rewarded or penalized in any way by Facebook or Facebook's Vendors based on your decision to allow or not allow your contact information to be given to Plaintiffs' attorneys.

This notice is not a communication from the Court and is not an expression of any opinion by the Court as to the merits of the claims or defenses by either side in this lawsuit. Please do not contact the Court or the clerk of the Court.

Please note: This email message was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.

If you would prefer not to receive further messages from this sender, please [Click Here](#) and confirm your request. 

ATTACHMENT 4

SCOLA ET AL V FACEBOOK
SETTLEMENT ADMINISTRATOR
PO BOX 3748
PORTLAND, OR 97208-3748

**BARCODE NO
PRINT ZONE**

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO. 2882

**TO ALL PERSONS WHO CURRENTLY
PERFORM OR HAVE PERFORMED
SINCE SEPTEMBER 15, 2015 CONTENT
MODERATION SERVICES FOR FACEBOOK,
INC. IN CALIFORNIA, ARIZONA, TEXAS,
OR FLORIDA AS AN EMPLOYEE
OR SUBCONTRACTOR OF ONE OF
FACEBOOK'S VENDORS**

**THIS NOTICE RELATES TO
YOUR PRIVACY RIGHTS**

There is a Proposed Settlement in a class action lawsuit filed in the Superior Court of California, San Mateo County (Case No. 18CIV05135) by Selena Scola, Erin Elder, Gabriel Ramos, April Hutchins, Konica Ritchie, Allison Trebacz, Jessica Swarner, and Gregory Shulman (collectively, "Plaintiffs"), former employees of companies that contracted with

<<MAIL ID>>
<<NAME 1>>
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<<CITY, STATE ZIP>>
<<COUNTRY>>

BARCODE NO PRINT ZONE

Facebook, Inc. (“Facebook”) to review Facebook’s content. The Proposed Settlement affects a “Class,” or group, of people that includes you.

You are receiving this Notice because you are a member of the Settlement Class. This is not a lawsuit against you, and you are not being sued. This notice is approved by the Court and is designed to give you an opportunity to object to the disclosure of your name, address, telephone number, email address, and date(s) of employment to attorneys for the Plaintiffs and Defendant.

Plaintiffs filed the lawsuit to obtain damages and declaratory and equitable relief to protect the interests of themselves and all Content Moderators who reviewed content for Facebook through a third-party contractor.

Plaintiffs allege that Facebook failed to provide a safe workplace for Content Moderators employed through third-party vendors of Facebook, in violation of California law. Plaintiffs allege that this failure contributed to Content Moderators suffering from psychological trauma, including but not limited to Post-Traumatic Stress Disorder (PTSD). Defendant Facebook denies all these allegations in their entirety and maintains that it has complied with all applicable laws. The Parties agreed to the Proposed Settlement to provide relief to the class and to avoid further expense associated with this litigation.

In connection with the Settlement, a Settlement Administrator will be provided with the names, email addresses, last known addresses, and date(s) of employment of all members of the Settlement Class, including you.

The Parties’ attorneys have agreed to use this information only for purposes of this lawsuit and have agreed not to disclose this information to anyone else.

This notice is being sent to you so that you can decide whether to have your contact information provided to the Parties’ attorneys. Your decision will NOT affect your rights under the Settlement, including your rights to any relief the Settlement may provide.

OPTION ONE: If you want your name, email address, mailing address, and date(s) of employment to be disclosed to the Parties’ attorneys, you do not need to do anything.

OPTION TWO: If you do **not** want your name, email address, mailing address, and date(s) of employment to be disclosed to the Parties’ attorneys, you must email to info@contentmoderatorsettlement.com or sign the enclosed pre-paid and self-addressed postcard and return it to the Settlement Administrator at the address on the postcard.

If you do not reply by email to info@contentmoderatorsettlement.com **by October 9, 2020** or sign and return the enclosed postcard postmarked **by October 9, 2020**, your name, email address, mailing address, and date(s) of employment will be provided to the Parties’ attorneys.

Placeholder MailID Barcode
Placeholder Human-Readable MailID

required

You will not be rewarded or penalized in any way by Facebook or Facebook's Vendors based on your decision to allow or not allow your contact information to be given to Plaintiffs' attorneys.

This notice is not a communication from the Court and is not an expression of any opinion by the Court as to the merits of the claims or defenses by either side in this lawsuit. Please do not contact the Court or the clerk of the Court.

OBJECTION TO DISCLOSURE OF PRIVATE CONTACT INFORMATION

I DO NOT wish to disclose my personal contact information, including my name, email address, mailing address, and date(s) of employment, to the Parties' attorneys in this case.

Print Name:

Signature:

Date (MM-DD-YY):

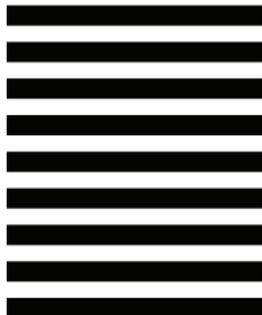
<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>
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FOR THIS CARD TO BE EFFECTIVE, you must complete and mail it no later than October 9, 2020. If you do not return this card by October 9, 2020, and you do not by October 9, 2020 send an email to info@contentmoderatorsettlement.com with your name and a statement that you object to the disclosure of your name and contact information, then your name, address, telephone number(s), and email address(es) will be disclosed to the Parties' attorneys to be used in connection with the Parties' Proposed Settlement.

If you do NOT object to the disclosure of your contact information, do not complete this form and do not send an email to info@contentmoderatorsettlement.com.



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 581 PORTLAND, OR

POSTAGE WILL BE PAID BY ADDRESSEE

SCOLA ET AL V FACEBOOK
SETTLEMENT ADMINISTRATOR
C/O EPIQ
PO BOX 3748
PORTLAND OR 97208-9778



Exhibit 3

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Electronically
FILED

by Superior Court of California, County of San Mateo

ON 11/24/2020

By /s/ Joel Lacey
Deputy Clerk

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

CORRECTED DECLARATION OF
ELIZABETH ENLUND IN SUPPORT
OF MOTION FOR FINAL
APPROVAL ORDER

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

Date: November 20, 2020
Dept. 23

Time: 9:00 a.m.

Trial Date: None Set

2nd Amended Complaint Filed: June 30,
2020

1 I, Elizabeth Enlund, declare and state as follows:

2 1. I am a Project Manager for Epiq Class Action and Claims Solutions, Inc.,
3 (“Epiq”), the Settlement Administrator, for the above captioned case. I am a certified Project
4 Management Professional (PMP)® and hold a Bachelor of Science from Portland State
5 University. Prior to joining Epiq, I managed a variety of complex projects in highly regulated
6 environments at multi-faceted organizations in the government and private sectors.

7 2. On August 12, 2020, I filed a Declaration in the above-captioned class action
8 describing in further detail Epiq and its qualifications to serve as the Settlement Administrator.
9 The Declaration is named, *Declaration of Elizabeth Enlund in Support of Motion for Preliminary*
10 *Approval* (the “First Declaration of Elizabeth Enlund”) and is Exhibit 6 to the Motion for
11 Preliminary Approval.

12 3. On October 9, 2020, I filed a Declaration in the above-captioned class action
13 describing the implementation of the Notice Plan as of October 7, 2020. The Declaration is
14 named, *Declaration of Elizabeth Enlund in Support of Plaintiff’s Motion for Attorneys’ Fees,*
15 *Reimbursement of Costs, and Service Awards* (the “Second Declaration of Elizabeth Enlund”) and
16 is Attachment 11 to the Plaintiff’s Motion for Attorneys’ Fees, Reimbursement of Costs, and
17 Service Awards.

18 4. This Declaration will detail the implementation of the Notice Plan and completed
19 notice activities as of October 30, 2020, as ordered by the Court. This Declaration will also
20 discuss the administration activities for the above-captioned class action as of October 30, 2020.

21 5. I am fully familiar with the actions taken by Epiq with respect to the Settlement as
22 described below and am competent to testify about them if called upon to do so.

23 **NOTICE PLAN**

24 *Emailed Short Form Notice*

25 6. As further described in the Second Declaration of Elizabeth Enlund, on September
26 9, 2020, Epiq disseminated 8,900 Email Short Form Notices to all Class Members for whom we
27 received data and for whom a facially valid email address was provided. On September 25, 2020,
28 Epiq disseminated 87 Email Short Form Notices to additional Class Members for whom we

1 received data and for whom a facially valid email address was provided.

2 7. The Email Short Form Notice was created using an embedded html text format.
3 This format provided easy to read text without graphics, tables, images, and other elements that
4 would increase the likelihood that the message could be blocked by Internet Service Providers
5 (ISPs) and/or SPAM filters. Each Email Short Form Notice was transmitted with a unique
6 message identifier. If the receiving email server could not deliver the message, a “bounce code”
7 was returned along with the unique message identifier. For all Email Short Form Notices for
8 which a bounce code was received that indicated that the message was undeliverable, at least two
9 additional attempts were made to deliver the Email Short Form Notice by email.

10 8. The Email Short Form Notice included an embedded link to the Settlement
11 Website. By clicking the link, Class Members were able to easily access the Long Form Notice,
12 Short Form Notice, Belaire Notice, Settlement Agreement, Second Amended Complaint, Motion
13 for Preliminary Approval, Preliminary Approval Order, the Court’s Covid-19 Order 11, and other
14 information about the Settlement. The Email Short Form Notice is included as **Attachment 1**.

15 9. As of October 30, 2020, 753 Short Form Email Notices were returned as
16 undeliverable.

17 *Mailed Short Form Notice*

18 10. As further described in the Second Declaration of Elizabeth Enlund, on September
19 23, 2020, Epiq mailed 1,188 Short Form Notices via United States Postal Service (“USPS”) first
20 class mail to all Class Members for whom we received data and for whom a facially valid email
21 address was not provided but a valid mailing address was provided, and to Class Members whose
22 Email Short Form Notices were returned as undeliverable. On September 25, 2020, Epiq mailed
23 an additional 7,124 Short Form Notices via USPS first class mail to all Class Members previously
24 sent an Email Short Form Notice and for whom a valid mailing address was provided.

25 11. Prior to mailing all Short Form Notice Postcards, all mailing addresses were
26 checked against the National Change of Address (“NCOA”) database maintained by the USPS.¹

27 _____
28 ¹ The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms, and lists submitted to it

1 In addition, the addresses were certified via the Coding Accuracy Support System (“CASS”) to
2 ensure the quality of the zip code and verified through Delivery Point Validation (“DPV”) to
3 verify the accuracy of the addresses.

4 12. The Short Form Notice Postcard included the Settlement Website address. By
5 going to the Settlement Website, recipients are able to easily access the Long Form Notice, Short
6 Form Notice, Belaire Notice, Settlement Agreement, Second Amended Complaint, Motion for
7 Preliminary Approval, Preliminary Approval Order, the Court’s Covid-19 Order 11, and other
8 information about the settlement. The Short Form Notice is included as **Attachment 2**.

9 13. As of October 30, 2020, Epiq has not received any undeliverable Short Form
10 Notice Postcards. Epiq will re-mail Short Form Notices for addresses that were corrected through
11 the USPS or for addresses that were obtained by additional public record research using a third-
12 party lookup service after Short Form Notices were returned as undeliverable.

13 *Emailed Belaire Notice*

14 14. As further described in the Second Declaration of Elizabeth Enlund, on September
15 9, 2020, Epiq disseminated 8,900 Belaire Email Notices to Class Members for whom we received
16 data and for whom a facially valid email address was provided. On September 25, 2020, Epiq
17 disseminated 87 Belaire Email Notices to additional Class Members for whom we received data
18 and for whom a facially valid email address was provided.

19 15. The Belaire Email Notice was created using an embedded html text format. This
20 format provided easy to read text without graphics, tables, images, and other elements that would
21 increase the likelihood that the message could be blocked by Internet Service Providers (ISPs)
22 and/or SPAM filters. Each Belaire Email Notice was transmitted with a unique message
23 identifier. If the receiving email server could not deliver the message, a “bounce code” was
24 returned along with the unique message identifier. For all Belaire Email Notices for which a
25 bounce code was received that indicated that the message was undeliverable, at least two
26 additional attempts were made to deliver the Belaire Email Notice by email. The Belaire Email

27 _____
28 are automatically updated with any reported move based on a comparison with the person’s name and
known address.

1 Notice is included as **Attachment 3**.

2 16. As of October 30, 2020, 755 Belaire Email Notices were returned as undeliverable.

3 *Mailed Belaire Notice*

4 17. As further described in the Second Declaration of Elizabeth Enlund, on September
5 9, 2020, Epiq mailed 417 Belaire Notices via USPS first class mail to all Class Members for
6 whom we received data and for whom a facially valid email address was not provided but a valid
7 mailing address was provided. On September 24, 2020, Epiq mailed 16 Belaire Notices via USPS
8 first class mail to additional Class Members for whom we received data and for whom a facially
9 valid email address was not provided but a valid mailing address was provided. A copy of the
10 Belaire Notice is included as **Attachment 4**.

11 18. Prior to mailing all Belaire Notices, all mailing addresses were checked against the
12 National Change of Address (“NCOA”) database maintained by the USPS.² In addition, the
13 addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure the quality
14 of the zip code and verified through Delivery Point Validation (“DPV”) to verify the accuracy of
15 the addresses.

16 19. As of October 30, 2020, Epiq has not received any undeliverable Belaire Notices.
17 Epiq will re-mailed Belaire Notices for addresses that were corrected through the USPS or for
18 addresses that were obtained by additional public record research using a third-party lookup
19 service after the Belaire Notices were returned as undeliverable.

20 **SETTLEMENT WEBSITE**

21 20. As further described in the Second Declaration of Elizabeth Enlund, on September
22 3, 2020, a neutral, informational Settlement Website ([www. ContentModeratorSettlement.com](http://www.ContentModeratorSettlement.com))
23 was established to enable Class Members to obtain additional information and documents,
24 including the Long Form Notice, Short Form Notice, Belaire Notice, Settlement Agreement,
25 Second Amended Complaint, Motion for Preliminary Approval, Preliminary Approval Order, the

26 _____
27 ² The NCOA database contains records of all permanent change of address submissions received by the
28 USPS for the last four years. The USPS makes this data available to mailing firms, and lists submitted to it
are automatically updated with any reported move based on a comparison with the person’s name and
known address.

1 Court's Covid-19 Order 11, contact information, and answers to frequently asked questions. Class
2 Members are also able to update their contact information and payment election preferences on
3 the Payment Election page of the Settlement Website using an Epiq assigned Unique ID and PIN
4 provided in each Class Member's Short Form Notice. The Settlement Website address was
5 prominently displayed in all printed notice documents.

6 21. As of October 30, 2020, there have been 5,898 unique visitors to the Settlement
7 Website and 12,487 website pages presented.

8 **DISCLOSURE OBJECTIONS, EXCLUSIONS, AND OBJECTIONS**

9 *Disclosure Objections*

10 22. As outlined in the Belaire Order, the deadline for Class Members to object to the
11 disclosure of their name and contact information was October 9, 2020.

12 23. As of October 30, 2020, Epiq has received 97 timely disclosure objections from
13 96 unique Class Members of which, 5 were submitted by USPS and 92 were submitted via email
14 to info@ContentModeratorSettlement.com. In addition, Epiq has received 1 late Disclosure
15 Objection.

16 24. Pursuant to the Belaire Order, Epiq has executed, and designated Confidential, a
17 report including the contact information for Class members whom did not submit a valid or
18 timely objection to the disclosure of their contact information, which is available to Plaintiffs'
19 Counsel and Defense Counsel upon request.

20 *Exclusions*

21 25. As outlined in the Preliminary Approval Order, the deadline for Class Members to
22 submit a written request to exclude themselves from or opt-out of the Settlement was October 23,
23 2020.

24 26. As of October 30, 2020, Epiq has received five timely requests for exclusion sent
25 by U.S. Mail. The names of the Class Members that have submitted exclusion requests are
26 included in **Attachment 5**.

1 *Objections*

2 27. As outlined in the Preliminary Approval Order, the deadline for Class Members to
3 submit a written objection to the Settlement was October 23, 2020.

4 28. As of October 30, 2020, Epiq has not received any objections to the Settlement by
5 USPS.

6 **GENERAL CORRESPONDENCE**

7 *Email Inbox*

8 29. As further described in the Second Declaration of Elizabeth Enlund, on September
9 3, 2020, a dedicated email address, info@ContentModeratorSettlement.com, was established to
10 allow Class Members to contact Epiq by email with any requests or questions.

11 30. As of October 30, 2020, Epiq has received 471 emails and responded to
12 approximately 425 emails. Review and processing of emails are ongoing and not every email
13 received will require a response.

14 *Post Office Box*

15 31. As further described in the Second Declaration of Elizabeth Enlund, Epiq
16 established a dedicated post office box to allow Class Members to contact us by USPS.

17 32. As of October 30, 2020, Epiq has received a total of 14 written correspondence.
18 Review and processing of USPS correspondence are ongoing and not every correspondence
19 received will require a response.

20 *Toll-Free Telephone Number*

21 33. As further described in the Second Declaration of Elizabeth Enlund, on September
22 3, 2020, a dedicated toll-free telephone number, 1-855-917-3515, was established allowing callers
23 to listen to recorded answers to frequently-asked questions and directions to the Settlement
24 Website. The automated phone system is available 24 hours per day, 7 days per week. Callers
25 also have an option to speak to an Epiq service agent during normal business hours, Monday
26 through Friday from 6 a.m. to 6 p.m. PST, except holidays.

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34. As of October 30, 2020, Epiq has received 226 calls to the toll-free telephone number of which, 126 calls were routed to an Epiq service agent.

I certify under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: November 24, 2020 By: Elizabeth Enlund
Elizabeth Enlund
Project Manager
Epiq Class Action and Claims Solutions, Inc.,
("Epiq")

ATTACHMENT 1

From: [REDACTED] on behalf of [Selena Scola, et al. v. Facebook, Inc.](#)
To: [REDACTED]
Subject: HTML Sample -- Legal Notice of Class Action Settlement
Date: Tuesday, September 8, 2020 6:02:58 AM

CAUTION: This email originated from outside of Epiq. Do not click links or open attachments unless you recognize the sender and know the content is safe.

ATTENTION: [REDACTED]
Unique ID: [REDACTED]

PIN: [REDACTED]

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 August 14, 2020. 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 October 23, 2020;
or
- c. Request to be excluded from the settlement by submitting a request to be excluded by October 23, 2020.

Each of these options is discussed in more detail in the full-length class notice, which you can read at www.contentmoderatorsettlement.com. You can request that a copy of the full-length class notice be mailed to you by contacting the Claims Administrator by email at info@contentmoderatorsettlement.com or by mail at *Scola, et al. v. Facebook* Settlement Administrator, P.O. Box 3748, Portland, OR 97208-3748.

PLEASE DO NOT CONTACT THE COURT.

Please note: This email message was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.

If you would prefer not to receive further messages from this sender, please [Click Here](#) and confirm your request. 

ATTACHMENT 2

Scola, et al. v. Facebook
Settlement Administrator
P.O. Box 3748
Portland, OR 97208-3748

**BARCODE
NO-PRINT
ZONE**

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO. 2882

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

Barcode No-Print Zone

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 August 14, 2020. 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.

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Each of these options is discussed in more detail in the full-length class notice, which you can read at www.contentmoderatorsettlement.com. You can request that a copy of the full-length class notice be mailed to you by contacting the Claims Administrator by email at info@contentmoderatorsettlement.com or by mail at *Scola, et al. v. Facebook* Settlement Administrator, P.O. Box 3748, Portland, OR 97208-3748.

PLEASE DO NOT CONTACT THE COURT.

ATTACHMENT 3

From: [REDACTED] on behalf of [Selena Scola, et al. v. Facebook, Inc.](#)
To: [REDACTED]
Subject: HTML Sample -- Belaire Notice
Date: Friday, September 4, 2020 5:04:36 AM

CAUTION: This email originated from outside of Epiq. Do not click links or open attachments unless you recognize the sender and know the content is safe.

ATTENTION: [REDACTED]

YOU HAVE BEEN IDENTIFIED AS A PERSON WHO CURRENTLY PERFORMS OR PERFORMED SINCE SEPTEMBER 15, 2015 CONTENT MODERATION SERVICES FOR FACEBOOK, INC. IN CALIFORNIA, ARIZONA, TEXAS, OR FLORIDA AS AN EMPLOYEE OR SUBCONTRACTOR OF ONE OF FACEBOOK'S VENDORS

THIS NOTICE RELATES TO YOUR PRIVACY RIGHTS

There is a Proposed Settlement in a class action lawsuit filed in the Superior Court of California, San Mateo County (Case No. 18CIV05135) by Selena Scola, Erin Elder, Gabriel Ramos, April Hutchins, Konica Ritchie, Allison Trebacz, Jessica Swarner, and Gregory Shulman (collectively, "Plaintiffs"), former employees of companies that contracted with Facebook, Inc. ("Facebook") to review Facebook's content. The Proposed Settlement affects a "Class," or group, of people that includes you.

You are receiving this Notice because you are a member of the Settlement Class. This is not a lawsuit against you, and you are not being sued. This notice is approved by the Court and is designed to give you an opportunity to object to the disclosure of your name, address, telephone number, email address, and date(s) of employment to attorneys for the Plaintiffs and Defendant.

Plaintiffs filed the lawsuit to obtain damages and declaratory and equitable relief to protect the interests of themselves and all Content Moderators who reviewed content for Facebook through a third-party contractor.

Plaintiffs allege that Facebook failed to provide a safe workplace for Content Moderators employed through third-party vendors of Facebook, in violation of California law. Plaintiffs allege that this failure contributed to Content Moderators suffering from psychological trauma, including but not limited to Post-Traumatic Stress Disorder (PTSD). Defendant Facebook denies all these allegations in their entirety and maintains that it has complied with all applicable laws. The Parties agreed to the Proposed Settlement to provide relief to the class and to avoid further expense associated with this litigation.

In connection with the Settlement, a Settlement Administrator will be provided with the names, email addresses, last known addresses, and date(s) of employment of all members of the Settlement Class, including you.

The Parties' attorneys have agreed to use this information only for purposes of this lawsuit and have agreed not to disclose this information to anyone else.

This notice is being sent to you so that you can decide whether to have your contact information provided to the Parties' attorneys. Your decision will NOT affect your rights under the Settlement, including your rights to any relief the Settlement may provide.

OPTION ONE: If you want your name, email address, mailing address, and date(s) of employment to be disclosed to the Parties' attorneys, you do not need to do anything.

OPTION TWO: If you do **not** want your name, email address, mailing address, and date(s) of employment to be disclosed to the Parties' attorneys, you must email your disclosure objection to info@contentmoderatorsettlement.com.

If you do not reply by email to info@contentmoderatorsettlement.com by **October 9, 2020**, your name, email address, mailing address, and date(s) of employment will be provided to the Parties' attorneys.

You will not be rewarded or penalized in any way by Facebook or Facebook's Vendors based on your decision to allow or not allow your contact information to be given to Plaintiffs' attorneys.

This notice is not a communication from the Court and is not an expression of any opinion by the Court as to the merits of the claims or defenses by either side in this lawsuit. Please do not contact the Court or the clerk of the Court.

Please note: This email message was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.

If you would prefer not to receive further messages from this sender, please [Click Here](#) and confirm your request. 

ATTACHMENT 4

SCOLA ET AL V FACEBOOK
SETTLEMENT ADMINISTRATOR
PO BOX 3748
PORTLAND, OR 97208-3748

**BARCODE NO
PRINT ZONE**

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO. 2882

**TO ALL PERSONS WHO CURRENTLY
PERFORM OR HAVE PERFORMED
SINCE SEPTEMBER 15, 2015 CONTENT
MODERATION SERVICES FOR FACEBOOK,
INC. IN CALIFORNIA, ARIZONA, TEXAS,
OR FLORIDA AS AN EMPLOYEE
OR SUBCONTRACTOR OF ONE OF
FACEBOOK'S VENDORS**

**THIS NOTICE RELATES TO
YOUR PRIVACY RIGHTS**

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<<NAME 2>>
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<<ADDRESS LINE 5>>
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BARCODE NO PRINT ZONE

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Plaintiffs filed the lawsuit to obtain damages and declaratory and equitable relief to protect the interests of themselves and all Content Moderators who reviewed content for Facebook through a third-party contractor.

Plaintiffs allege that Facebook failed to provide a safe workplace for Content Moderators employed through third-party vendors of Facebook, in violation of California law. Plaintiffs allege that this failure contributed to Content Moderators suffering from psychological trauma, including but not limited to Post-Traumatic Stress Disorder (PTSD). Defendant Facebook denies all these allegations in their entirety and maintains that it has complied with all applicable laws. The Parties agreed to the Proposed Settlement to provide relief to the class and to avoid further expense associated with this litigation.

In connection with the Settlement, a Settlement Administrator will be provided with the names, email addresses, last known addresses, and date(s) of employment of all members of the Settlement Class, including you.

The Parties’ attorneys have agreed to use this information only for purposes of this lawsuit and have agreed not to disclose this information to anyone else.

This notice is being sent to you so that you can decide whether to have your contact information provided to the Parties’ attorneys. Your decision will NOT affect your rights under the Settlement, including your rights to any relief the Settlement may provide.

OPTION ONE: If you want your name, email address, mailing address, and date(s) of employment to be disclosed to the Parties’ attorneys, you do not need to do anything.

OPTION TWO: If you do **not** want your name, email address, mailing address, and date(s) of employment to be disclosed to the Parties’ attorneys, you must email to info@contentmoderatorsettlement.com or sign the enclosed pre-paid and self-addressed postcard and return it to the Settlement Administrator at the address on the postcard.

If you do not reply by email to info@contentmoderatorsettlement.com **by October 9, 2020** or sign and return the enclosed postcard postmarked **by October 9, 2020**, your name, email address, mailing address, and date(s) of employment will be provided to the Parties’ attorneys.

Placeholder MailID Barcode
Placeholder Human-Readable MailID

required

You will not be rewarded or penalized in any way by Facebook or Facebook's Vendors based on your decision to allow or not allow your contact information to be given to Plaintiffs' attorneys.

This notice is not a communication from the Court and is not an expression of any opinion by the Court as to the merits of the claims or defenses by either side in this lawsuit. Please do not contact the Court or the clerk of the Court.

OBJECTION TO DISCLOSURE OF PRIVATE CONTACT INFORMATION

I DO NOT wish to disclose my personal contact information, including my name, email address, mailing address, and date(s) of employment, to the Parties' attorneys in this case.

Print Name:

Signature:

Date (MM-DD-YY):

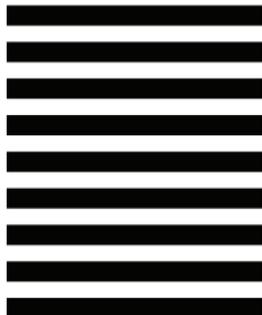
<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>
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FOR THIS CARD TO BE EFFECTIVE, you must complete and mail it no later than October 9, 2020. If you do not return this card by October 9, 2020, and you do not by October 9, 2020 send an email to info@contentmoderatorsettlement.com with your name and a statement that you object to the disclosure of your name and contact information, then your name, address, telephone number(s), and email address(es) will be disclosed to the Parties' attorneys to be used in connection with the Parties' Proposed Settlement.

If you do NOT object to the disclosure of your contact information, do not complete this form and do not send an email to info@contentmoderatorsettlement.com.



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 581 PORTLAND, OR

POSTAGE WILL BE PAID BY ADDRESSEE

SCOLA ET AL V FACEBOOK
SETTLEMENT ADMINISTRATOR
C/O EPIQ
PO BOX 3748
PORTLAND OR 97208-9778



ATTACHMENT 5

Scola v. Facebook

Requests for Exclusion

Tracking No.	Name	Opt-Out Date
1162	Clifford Jeudy	9/10/2020
3207	Glen Kwang Lan Hsia	9/21/2020
7339	Kenneth Lau	9/21/2020
7389	Parviz Samadov	10/4/2020
7623	Brady Glenn Bennett	10/23/2020

Exhibit 4

Electronically
FILED

by Superior Court of California, County of San Mateo

ON 3/4/2021

By /s/ Crystal Swords
Deputy Clerk

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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 ELIZABETH
ENLUND IN SUPPORT OF
PLAINTIFFS' RENEWED MOTION
TO APPROVE SUPPLEMENTAL
NOTICE PROGRAM**

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

Date: April 19, 2021 at 3:00 p.m.

Time: 3:00 p.m.

Dept.: 23

Trial Date: None Set

2nd Amended Complaint Filed: June 30,
2020

1 I, Elizabeth Enlund, declare and state as follows:

2 1. I am a Project Manager for Epiq Class Action and Claims Solutions, Inc.,
3 (“Epiq”), the Settlement Administrator, for the above captioned case. I am a certified Project
4 Management Professional (PMP)® and hold a Bachelor of Science from Portland State
5 University. Prior to joining Epiq, I managed a variety of complex projects in highly regulated
6 environments at multi-faceted organizations in the government and private sectors.

7 2. The first step in the Notice Plan was for the Claims Administrator to obtain contact
8 information for the Class Members from Facebook’s vendors. The Claims Administrator received
9 this contact information in the form of data files sent directly by Facebook’s vendors: Genpact,
10 TaskUs, PRO Unlimited, Cognizant, and Accenture. Between August 27, 2020 and September 8,
11 2020, the Claims Administrator received eight data files from Facebook’s vendors containing the
12 records and contact information for 12,224 Class Members. After de-duplicating the records, the
13 Claims Administrator determined that it had received the records for 9,403 unique Class
14 Members. At the time, the Claims Administrator understood that those records reflected the total
15 Class.

16 3. On November 25, 202, Epiq informed Class Counsel of the possibility that certain
17 Class Members had not received notice of the Settlement. Specifically, the Epiq explained to
18 Class Counsel that it had received a new data file from Genpact, one of Facebook’s vendors,
19 containing the records for many Class Members who had not been previously identified. Epiq
20 further explained that the new Genpact data file contained the names of approximately 2,803
21 Class Members.

22 4. Epiq continues to find occasional duplicates as it processes the individual Class
23 Member contact information provided by Facebook’s vendors.

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I certify under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature: Elizabeth Enlund

Date: March 4, 2021

Elizabeth Enlund
Project Manager
Epiq Class Action and Claims Solutions, Inc.,
("Epiq")

Exhibit 5

Excluded Class Members

1. Clifford Jeudy (Data Tracking Number: 1162)
2. Glen Kwang Lan Hsia (Data Tracking Number: 3207)
3. Kenneth Lau (Data Tracking Number: 7339)
4. Parviz Samadov (Data Tracking Number: 7389)
5. [REDACTED] (Data Tracking Number: 7623)
6. Antonina Iaremenko (Data Tracking Number: 3412)
7. [REDACTED] (Data Tracking Number: 13161)

Exhibit 6

From: This Is Where It's At TV <realrebelblack@gmail.com>
Sent: Thursday, September 10, 2020 3:52 AM
To: info_contentmoderatorsettlem; Steve Williams
Subject: Fwd: Employment Verification
Attachments: image004.png

CAUTION: This email originated from outside of Epiq. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I was not a content moderator. My job title was Process Executive. I was never a content moderator. Scola did not perform the same duties as me. I worked on facebook live videos and Instagram live videos. I worked on Facebook and Instagram stories. Those products were not even on the market when Scola was working. I do not understand how we are in the same class? Please contact Cognizant, Samantha.Kochinski@cognizant.com to verify my job title, Process Executive, and Facebook and Cognizant never warned us about a risk of PTSD being associated with this job. I watched my coworker die at work. I was harassed daily for years. This settlement is unfair and nobody investigated the working conditions we endured in Tampa. Our civil rights were violated and Facebook and Cognizant violated our human rights. This settlement does not punish facebook for the harassment and unsafe working conditions. There was a prostitution ring ran out of Cognizant and management was part of it.

I was never a content moderator. Please advise

Clifford Jeudy

----- Forwarded message -----

From: <Samantha.Kochinski@cognizant.com>
Date: Tue, Sep 1, 2020, 1:30 PM
Subject: Employment Verification
To: <realrebelblack@gmail.com>

Good afternoon Clifford,

Please see the below information from the verification team, let me know if anything else is needed.

Hi,

Please find the required inputs as per our records.

Employee Name	Clifford Jeudy
Employee id	670501
Start Date (MM/DD/YYYY)	12/13/2017
End Date (MM/DD/YYYY)	02/14/2020
Employment Status	Currently Inactive
Designation	Process Executive - Data
Verified By	Gautham B
Verifier Designation	Sr. Coordinator - HR

Thanks and Regards

Employment Verification Team- NA



Note: For any queries regarding Employment verification contact us using below option.

Fax number: 9733526600

E-mail: NAVerification@cognizant.com

(GA)

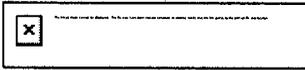
Respectfully,

Samantha Kondash

NA Human Resources

Phone – 570-267-8922

Future PTO – 9/3 – 9/4



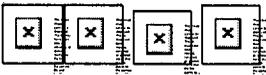
25 Lakeview Drive

Jessup, PA 18434

O +1 570-344-9237 Ext. 71154

Samantha.kochinski@cognizant.com

Cognizant.com



CONFIDENTIALITY NOTICE: This electronic message transmission is intended only for the person or the entity to which it is addressed and may contain information that is privileged, confidential or otherwise protected from disclosure, including personal health or other information which may be protected by federal or state law. If you have received this transmission, but are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the contents of this information is strictly prohibited. If you have received this e-mail in error, please contact the sender of the e-mail and destroy the original message and all copies.

This e-mail and any files transmitted with it are for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you are not the intended recipient(s), please reply to the sender and destroy all copies of the original message. Any unauthorized review, use, disclosure, dissemination, forwarding, printing or copying of this email, and/or any action taken in reliance on the contents of this e-mail is strictly prohibited and may be unlawful. Where permitted by applicable law, this e-mail and other e-mail communications sent to and from Cognizant e-mail addresses may be monitored. This e-mail and any files transmitted with it are for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you are not the intended recipient(s), please reply to the sender and destroy all copies of the original message. Any unauthorized review, use, disclosure, dissemination, forwarding, printing or copying of this email, and/or any action taken in reliance on the contents of this e-mail is strictly prohibited and may be unlawful. Where permitted by applicable law, this e-mail and other e-mail communications sent to and from Cognizant e-mail addresses may be monitored.

Clifford Jeudy

3450 Palencia Drive #1107

Tampa, Florida 33618

8134143229

Please exclude me from the settlement class.

Clifford Jeudy

A handwritten signature in black ink, appearing to read "Clifford Jeudy". The signature is fluid and cursive, with a large, sweeping loop at the end.

C. Judy
3450 Palencia Dr. #1107
Tampa FL 33618-1851

TAMPA FL 33618

19 OCT



1023



97208

U.S. POSTAGE PAID
FCM LETTER
TAMPA, FL
33618
OCT 19, 20
AMOUNT

\$0.55

R2305K131111-04

Scola, et al. v Facebook
Settlement Administrator
P.O. Box 3748
Portland OR 97208-3748

97208-374848



Glen Kwang Lan Hsia
10280 Park Green Lane
Cupertino, CA 95014
(408)982-3051

Unique ID: D9FC472CC4

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**

Glen Kwang Lan Hsia Requests to be excluded from this settlement.



From

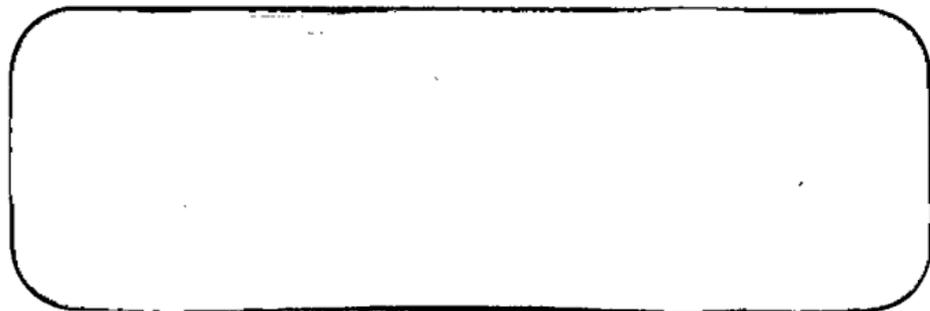
Glen Hsia
10280 Park Green Ln 840
Cupertino, CA 95014

SAN JOSE CA 950

18 SEP 2020 PM 1 L



Scola, et al. v. Facebook Settlement
P.O. Box 3748 Administrator
Portland, OR 97208-3748



97208-374848



1. Please date and sign your check - DO NOT SEND CASH.
2. Include account number on check or money order.
3. To ensure proper credit enclose your payment stub.
4. Do not use tape, staples or paper clips.



Made from Recycled Paper



Kenneth Lau
934 Corriente Point Drive
Redwood City, CA 94065
(650) 284-8611

Hello,

My name is Kenneth Lau. I want to be
excluded from the settlement.

Thank you and have a great rest of your day!

Best,

Kenneth Lau



Kenneth Lau
934 Corriente Point Drive
Redwood City, CA 94065

SAN FRANCISCO CA 940

17 SEP 2020 PM 4 L



Scola, et al. v. Facebook Settlement Administrator
P.O. Box 3748
Portland, OR 97208-3748

97208-374848



Request for exclusion

My name is Parviz Samadov.

The address: 14850 Oka rd, #19, Los Gatos 95032

My phone number: (650) 334 8300

email address: samadov@parviz.az

Writing this letter i am letting you know please exclude me from the settlement

Parviz Samadov

A handwritten signature in black ink, appearing to be 'PS' with a stylized flourish.

10/17/2020

From: PARVIZ SAMADOV
14850 Okm Rd #10
LOS GATOS
CA. 95032

Ready Post

Document Mailer

To: Scola, et al. v. Facebook
Settlement Administrator
P.O. Box 3748
Portland, OR 97208-3748



1PJE2150 · AIC-093
Product Code 93300006
www.usps.com

A product of the United States Postal Service®
MADE IN THE U.S.A.

93300006
6" x 9" Envelope



PRESS FIRMLY TO SEAL

PRESS FIRMLY 1



1007



97208

U.S. POSTAGE PAID
PME 1-Day
LOS GATOS, CA
95030
OCT 20, 20
AMOUNT

\$26.35

R2304M111089-8

RESS
ED



PRIORITY
MAIL
EXPRESS



PRIORITY
MAIL
EXPRESS



EJ 514 775 720 US

CUSTOMER USE ONLY

FROM: (PLEASE PRINT) PHONE (650) 334 8300

PARVIZ SAMADOV
14850 Oka Rd #18
Los Gatos CA 95032

DELIVERY OPTIONS (Customer Use Only)

SIGNATURE REQUIRED Note: The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.

Delivery Options

No Saturday Delivery (delivered next business day)

Sunday/Holiday Delivery Required (additional fee, where available*)

10:30 AM Delivery Required (additional fee, where available*)

*Refer to USPS.com® or local Post Office™ for availability.

TO: (PLEASE PRINT) PHONE ()

P.O. Box 3748
Portland OR 97208-3748
Scola, et al. v. facebook
Settlement Administrator.
ZIP + 4® (U.S. ADDRESSES ONLY)
97208-3748

- For pickup or USPS Tracking™, visit USPS.com or call 800-222-1811.
- \$100.00 Insurance Included.

PEEL FROM THIS CORNER

PAYMENT BY ACCOUNT (if applicable)

USPS® Corporate Acct. No. Federal Agency Acct. No. or Postal Service™ Acct. No.

ORIGIN (POSTAL SERVICE USE ONLY)

1-Day 2-Day Military DPO

PO ZIP Code	Scheduled Delivery Date (MM/DD/YY)	Postage	
95030	10/20/20	\$ 26.35	
Date Accepted (MM/DD/YY)	Scheduled Delivery Time	Insurance Fee	COD Fee
10/20/20	<input checked="" type="checkbox"/> 12 NOON <input type="checkbox"/> 10:30 AM <input type="checkbox"/> 3:00 PM	\$	\$
Time Accepted	10:30 AM Delivery Fee	Return Receipt Fee	Live Animal Transportation Fee
9:30 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	\$	\$	\$
Special Handling/Fragile	Sunday/Holiday Premium Fee	Total Postage & Fees	
\$	\$	26.35	
Weight	Acceptance Employee Initials		
1.50 lbs.	<i>[Signature]</i>		

DELIVERY (POSTAL SERVICE USE ONLY)

Delivery Attempt (MM/DD/YY)	Time	Employee Signature
	<input type="checkbox"/> AM <input type="checkbox"/> PM	
Delivery Attempt (MM/DD/YY)	Time	Employee Signature
	<input type="checkbox"/> AM <input type="checkbox"/> PM	

LABEL 11-B, MARCH 2019 PSN 7690-02-000-8996

To schedule free Package Pickup, scan the QR code.



USPS.COM/PICKUP



PS 10001000006

EP13F Oct 2018
OD: 12 1/2 x 9 1/2



I, [REDACTED] wish to be
excluded from the Scold, et al v. Facebook
Settlement. My information is as follows —

[REDACTED]
10610 Morago Circle
Apartment 3321
Austin, TX 78759
ph: 432-940-7396

Signed,

[REDACTED]
[REDACTED]
10/21/20

P

US POSTAGE PAID

\$7.75

Origin: 78759
10/23/20
4804040128-35

PRIORITY MAIL 2-DAY®

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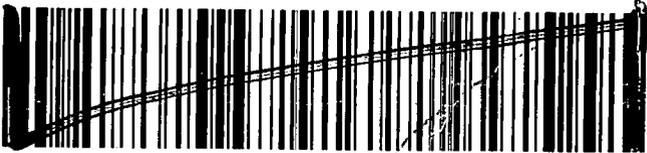
EXPECTED DELIVERY DAY: 10/26/20

B907

SHIP

TO:
PO BOX 3748
Portland OR 97208-3748

USPS TRACKING® NUMBER



9505 5132 7410 0297 5108 91

FROM:

10610 Morado Cir
#3321
Austin, TX 78759

TO: scolozetal v,
Facebook Settlement
Administrator
PO Box 3748
Portland, OR 97208-
3748

INSURED

To schedule free Package Pickup,
scan the QR code.



ANTONINA IARENENKA

907 Tennessee St #209

SAN FRANCISCO, CA 94107

415-992-2847

Scola, et al v. Facebook Settlement Administrator

I, ANTONINA IARENENKA, would like to
be excluded from case Scola, et al. v. Facebook
Settlement Administrator

October 22nd, 2020



Solo et al. v. Facebook Settlement

administrator

PO BOX 3748

Portland, OR 97208-3748

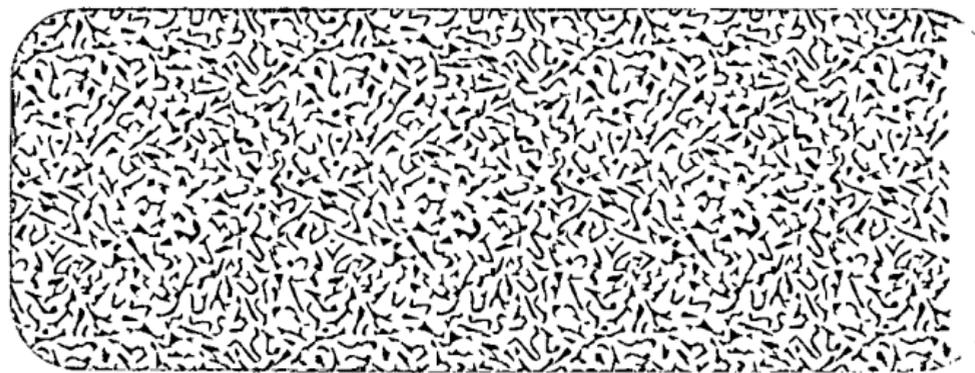
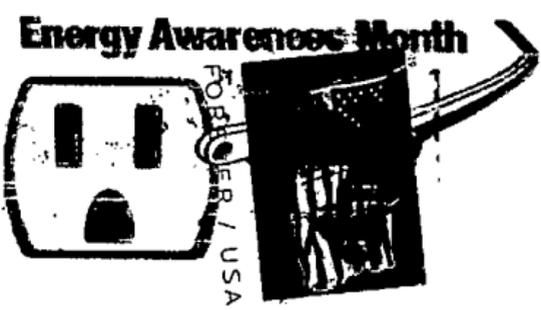
ANTONINA IAREMENKO

901 Tennessee St #203

SAN FRANCISCO, CA 94107

SAN FRANCISCO CA 94107

23 OCT 2020 PM 5 L



97206-374648



REQUEST FOR EXCLUSION

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

To whom it may concern,

Full name: [REDACTED]

Unique ID: 6ECEE3FE74 PIN: 86162

Current address (temporary): Rua Joaquim Magalhães, 1514, apt 101, A,
Fortaleza, Ceará, Brazil, CEP: 60.160-025

Note: Right now, I am in my mother's house in Brazil.

Address in US: 3456 North Hills Dr., Apt 223, Austin, TX 78731

Phone number: +55 85 99211-2434

I want to be excluded from the *Selena Scola, et al. v. Facebook, Inc.* Superior Court of the State of California, County of San Mateo Case. I understand that by excluding myself from this case I will receive no benefit from the Settlement.

Date (05/21/2021):

[REDACTED]

Print and sign your name

To whom it may concern,

I, [REDACTED] write this letter to authorize Bruno Ramon Batista Fernandes to send this signed statement requesting my exclusion from the Class Action via First Class U.S. mail. I am sorry; I will not be able to make it as I will be out of the country.

For any additional information please contact me on [REDACTED]

Thank you for understanding.

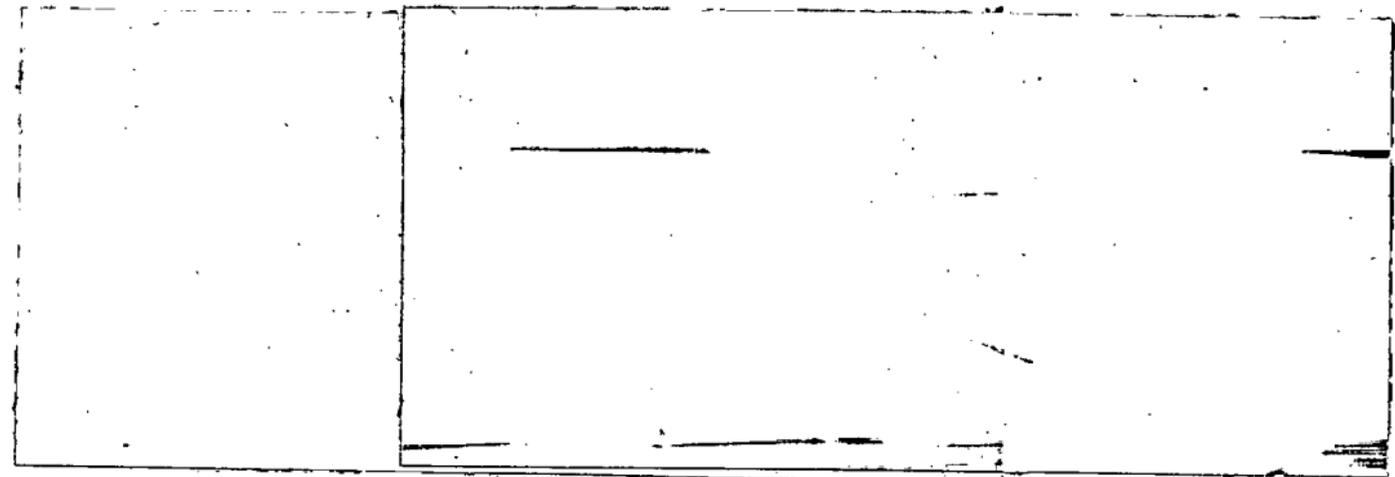
Sincerely,

Date: 05/21/2021

[REDACTED]

To: Scola, et al. v. Facebook Settlement Administrator
P.O. Box 3748
Portland, OR 97208-3748

AUSTIN TX 787
RIO GRANDE DISTRICT



97208-374848



From: Bruno Ramon Batista Fernandes
3456 North Dr, # 223
Austin, TX 78731



To whom it may concern,

I, [REDACTED] write this letter to authorize Bruno Ramon Batista Fernandes to send this signed statement requesting my exclusion from the Class Action via First Class U.S. mail. I am sorry; I will not be able to make it as I will be out of the country.

For any additional information please contact me on [REDACTED]

Thank you for understanding.

Sincerely,

Date: 05/21/2021

[REDACTED]

REQUEST FOR EXCLUSION

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

To whom it may concern,

Full name: [REDACTED]

Unique ID: 6ECEE3FE74 **PIN:** 86162

Current address (temporary): Rua Joaquim Magalhães, 1514, apt 101, A,
Fortaleza, Ceará, Brazil, CEP: 60.160-025

Note: Right now, I am in my mother's house in Brazil.

Address in US: 3456 North Hills Dr., Apt 223, Austin, TX 78731

Phone number: +55 85 99211-2434

I want to be excluded from the *Selena Scola, et al. v. Facebook, Inc.* Superior Court of the State of California, County of San Mateo Case. I understand that by excluding myself from this case I will receive no benefit from the Settlement.

Date (05/21/2021):

_____ [REDACTED] _____

From: Bruno Ramon Batista Fernandes
3456 North Hills Dr, # 223
Austin, Texas 78734

7021 0350 0001 3556 0954

To: Scolar, et al. v. Facebook Settlement Administrator
P.O. Box 3748
Portland, OR 97208-3748

97208-374848



1000



97208

U.S. POSTAGE PAID
FCM LETTER
AUSTIN, TX
78731
JUN 01, 21
AMOUNT

\$4.15

R2305M148749-19

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

1 JUN 2021 PM 4 L

AUSTIN TX 787

Exhibit 7

Spencer Bar
5429 Sandpiper Ln.
Las Vegas, NV 89146

Joseph Saveri ~~Las Vegas~~ NV 890
Kyle Duckenbush
1 JUN 2021 PM 4 L



Joseph F. Saveri
Steven M. Williams
Kevin Rayhill

601 California St, Suite 1000
San Francisco, CA 94108
94108-280450

STATEMENT OF OBJECTION

Superior Court for the State of California, County of San Mateo

----- X
In re: Scola, et al. v. Facebook :
: No. 18-civ-05135
:
-----X

Statement of Objection

I am a member of the plaintiff settlement class in the case called Scola, et al. v. Facebook. I am a class member because I worked as a content moderator at Facebook through one of their vendors, Accenture, in Austin, Texas in 2018.

I object to the settlement in this lawsuit. I intend to appear at the hearing, representing myself, and want to testify at the final hearing on June 21st, 2021 regarding the specifics of my objection. My reason for objecting is:

- 1. The proposed settlement does not adequately address the harm suffered by members of the class and the extent of the defendant's wrongdoing.

My personal information is:

Name [first, middle, last]: Spencer Matthew Darr
Address: 5429 Sandpiper Ln., Las Vegas, Nv, 89148
Phone No.: 512-424-9071

Dated: 06-01-2021
Signed: [Signature]

1
2
3 **Electronically**
4 **RECEIVED**

5 6/16/2021

6 **CLERK OF THE SUPERIOR COURT**
7 **SAN MATEO COUNTY**

8 **SUPERIOR COURT OF CALIFORNIA**
9 **COUNTY OF SAN MATEO**

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

16 *Plaintiffs,*

17 v.

18 **FACEBOOK, INC.,**

19 *Defendant.*

Civil Action No. 18CIV05135

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' RENEWED AND
UNOPPOSED MOTION FOR ATTORNEYS'
FEES, REIMBURSEMENT OF COSTS, AND
SERVICE AWARDS**

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

Date: June 21, 2021

Dept.: 23

Trial Date: None Set

2nd Amended Complaint Filed: June 30, 2020

1 This matter came before the Court on Plaintiffs’ Renewed and Unopposed Motion for
2 Attorneys’ Fees, Reimbursement of Costs, and Service Awards (the “Motion”) in connection with
3 Plaintiffs’ Renewed Motion for Final Approval of Settlement. The Court, having considered the Motion
4 and the memorandum and declarations in support thereof, and after a duly noticed hearing, hereby finds
5 that:

6 1. Notice to the Class was provided in accordance with the terms of this Court’s August
7 14, 2020 Order Granting (1) Preliminary Approval of Settlement; (2) Provisional Certification of
8 Settlement Class; (3) Appointment of Class Counsel; (4) Approval of Notice Plan; and (5) Approval of
9 Settlement Administrator (“Notice Plan Order”) and April 19, 2021 Order Granting (1) Plaintiffs’
10 Renewed Motion to Approve Supplemental Notice Program; and (2) Preliminary Approval of the
11 Settlement (“Supplemental Notice Plan Order”) and due process as demonstrated by the Declarations
12 of Elizabeth Enlund submitted in support of the Motion.

13 2. The Settlement¹ provides for a monetary payment by Facebook, Inc. in the amount of
14 \$52,000,000 and non-monetary relief including business practice enhancements to ameliorate the
15 potential harm that might be caused by exposure to graphic content, which the Court deems a
16 substantial and meaningful benefit to the Class. The business practice enhancements and other non-
17 monetary consideration are set forth in detail in section 5 of the Settlement.

18 3. The Motion seeks an award of attorneys’ fees of thirty percent (30%) of the
19 \$52,000,000 monetary settlement fund. Plaintiffs’ counsel also seek reimbursement of \$180,881.06 in
20 unreimbursed litigation costs and expenses, and service awards for the named class representatives in
21 the amount of \$20,000 for each of Selena Scola, Erin Elder, and Gabriel Ramos and \$7,500 for each of
22 April Hutchins, Konica Ritchie, Allison Trebacz, Jessica Swarner, and Gregory Shulman.

23 4. The amount of attorneys’ fees requested is fair and reasonable under the “percentage-of
24 the-fund” method. This is confirmed by a lodestar “cross-check,” which reveals a fair and reasonable

25 ¹ The Settlement was first filed with the Court on May 8, 2020 as Exhibit 1 to the Declaration of Steven N.
26 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 and is available at
contentmoderatorsettlement.com.

1 lodestar multiplier, particularly given the novel issues in this complex class action involving claims of
2 traumatic injury allegedly caused by exposure to graphic content. The creation and establishment of a
3 medical monitoring fund and prophylactic safeguards is a meritorious result that justifies the requested
4 fee. (*See Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 503; *Wershba v. Apple*
5 *Computer* (2001) 91 Cal.App.4th 224, 255; *Sternwest Corp. v. Ash* (1986) 183 Cal.App.3d 74, 76.)

6 5. The attorneys' fees requested were entirely contingent upon success. Plaintiffs' counsel
7 risked time and effort and advanced significant costs and expenses with no ultimate guarantee of
8 compensation. Counsel also forsook other work in order to devote their efforts to this case. The award
9 of thirty percent (30%) of the monetary fund is warranted for reasons set out in Settlement Class
10 Counsel's moving papers, including but not limited to the following: the excellent result obtained for
11 the class—payment by Facebook of \$52 million in cash and injunctive relief valued at \$34,200,000; the
12 quality and quantity of work performed by all the firms representing Plaintiffs and the Class—
13 including motion practice and discovery, all involving complex and difficult issues of fact and law; the
14 risks faced throughout the litigation, including at the outset; and a reasonable lodestar “cross-check,”
15 discussed above. Particularly important is the novel nature of this litigation; this is the first case to
16 provide class-wide compensation for medical monitoring and psychological trauma allegedly caused by
17 viewing and removing graphic and objectionable content from the internet.

18 6. The expenses sought were incurred in connection with the prosecution of the litigation
19 for the benefit of the Class and were reasonable and necessary.

20 7. The service awards are fair and reasonable in light of the potential liability Class
21 representatives faced stepping forward publicly despite the non-disclosure agreements that they had
22 entered into; the trauma and challenges that they allegedly had already suffered as a result of content
23 moderation work; their efforts in communicating with Class counsel and Class members throughout the
24 case, up to the present; and the extensive discovery taken of Plaintiffs Selena Scola, Erin Elder, Gabriel
25 Ramos.

26 8. Therefore, upon consideration of the Motion and the accompanying declarations, and
based upon all matters of record including the pleadings and papers filed in this action and oral
argument given at the hearing on this matter, the Court hereby finds that: (i) notice was properly given

1 to the Class in accordance with this Notice Plan Order, Supplemental Notice Plan Order, and due
2 process; (ii) the attorneys' fees requested are reasonable and proper; (iii) the expenses requested were
3 necessary, reasonable and proper; and (iv) the requested service awards are fair, reasonable, and
4 necessary to reward Class representatives for their willingness to represent the interests of the Class and
5 the general public in this action.

6 **Accordingly, it is hereby ORDERED and DECREED that:**

7 a. Plaintiffs' Co-Lead Counsel are awarded attorneys' fees for distribution to Plaintiffs'
8 counsel in the amount of \$15,600,000.

9 b. Plaintiffs' Co-Lead Counsel are awarded reimbursement of their unreimbursed costs and
10 expenses in the amount of \$180,881.06.

11 c. The Court also approves the requested service awards to the named class representatives
12 in the amount of \$20,000 for each of Selena Scola, Erin Elder, and Gabriel Ramos and \$7,500 for each
13 of April Hutchins, Konica Ritchie, Allison Trebacz, Jessica Swarner, and Gregory Shulman for their
14 willingness to represent the interests of the Class and the general public in this action.

15 d. The attorneys' fees and expenses shall be allocated amongst Plaintiffs' counsel by Co-
16 Lead Settlement Class Counsel the Joseph Saveri Law Firm, LLP, and Burns Charest LLP.

17 Dated: _____

18 Hon. V. Raymond Swope
19 Judge of the Superior Court
20
21
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26

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 175489 NAME: Steven N. Williams FIRM NAME: JOSEPH SAVERI LAW FIRM, LLP STREET ADDRESS: 601 California Street, Suite 1000 CITY: San Francisco STATE: CA ZIP CODE: 94108 TELEPHONE NO.: (415) 500-6800 FAX NO.: (415) 395-9940 E-MAIL ADDRESS: swilliams@saverilawfirm.com ATTORNEY FOR (name): Plaintiffs Selena Scola, et al.	<p style="text-align: center;"><i>FOR COURT USE ONLY</i></p>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO STREET ADDRESS: 400 County Center, Redwood City, CA 94063 MAILING ADDRESS: 400 County Center, 1st Floor, Room A CITY AND ZIP CODE: Redwood City 94063 BRANCH NAME: Hall of Justice	
PLAINTIFF/PETITIONER: Selena Scola, Erin Elder, Gabriel Ramos, et al., DEFENDANT/RESPONDENT: Facebook, Inc. OTHER:	CASE NUMBER: 18CIV05135
PROPOSED ORDER (COVER SHEET)	JUDICIAL OFFICER: Hon. V. Raymond Swope
	DEPT: 23

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
 Selena Scola, Erin Elder, Gabriel Ramos, April Hutchins, Allison Trebacz, Jessica Swarner, and Gregory Shulman

2. Title of the proposed order:
 [Proposed] Order Granting Plaintiffs' Renewed and Unopposed Motion for Attorneys' Fees, Reimbursement of Costs and Service Awards

3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Complex Class Action Litigation
 - b. Date and time: June 21, 2021 at 9:00 a.m.
 - c. Place: Southern Court 400 County Center, Redwood City, CA 94063

4. The proposed order was served on the other parties in the case.

Steven N. Williams _____
 (TYPE OR PRINT NAME)

 /s/ Steven N. Williams _____
 (SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:
Scola, et al., v. Facebook, Inc.

CASE NUMBER:
18CIV05135

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action**.

a. My residence or business address is (*specify*):

Joseph Saveri Law Firm, LLP, 601 California Street, Suite 1000, San Francisco, CA 94108

b. My electronic service address is (*specify*): kmalone@saverilawfirm.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

Emily Johnson Henn, Megan L. Rogers, Kathryn E. Cahoy, Ashley M. Simonsen

b. To (*electronic service address of person served*): ehenn@cov.com; mrogers@cov.com; kcahay@cov.com; asimonsen@cov.com

c. On (*date*): 06/15/2021

Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 06/15/2021

Katharine Malone

(TYPE OR PRINT NAME OF DECLARANT)



Katharine Malone

(SIGNATURE OF DECLARANT)

1 Joseph R. Saveri (State Bar No. 130064)
Steven N. Williams (State Bar No. 175489)
2 Kevin Rayhill (State Bar No. 267496)
Katharine L. Malone (State Bar No. 290884)
3 Kyle Quackenbush (State Bar No. 322401)

4 **JOSEPH SAVERI LAW FIRM, LLP**

601 California Street, Suite 1000

San Francisco, CA 94108

Telephone: (415) 500-6800

6 Facsimile: (415) 395-9940

jsaveri@saverilawfirm.com

7 swilliams@saverilawfirm.com

8 krayhill@saverilawfirm.com

kmalone@saverilawfirm.com

9 kquackenbush@saverilawfirm.com

10 ***Settlement Class Counsel***

Additional counsel on signature page

Electronically
RECEIVED

6/16/2021

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

12 SUPERIOR COURT OF CALIFORNIA

13 COUNTY OF SAN MATEO

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

18 *Plaintiffs,*

19 v.

20 **FACEBOOK, INC.,**

21 *Defendant.*

Civil Action No. 18CIV05135

**STIPULATION AND [PROPOSED] ORDER
SETTING RENEWED UNOPPOSED
MOTION FOR ATTORNEYS' FEES,
REIMBURSEMENT OF COSTS AND
SERVICE AWARDS ON SHORTENED
TIME**

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

Date: June 21, 2021

Dept.: 23

Time: 9:00 a.m.

Trial Date: None Set

2nd Amended Complaint Filed: June 30, 2020

1 WHEREAS, Plaintiffs Selena Scola, Erin Elder, Gabriel Ramos, April Hutchins, Konica Ritchie,
2 Allison Trebacz, Jessica Swarner and Gregory Shulman have moved the Court for final approval of the
3 proposed settlement (the “Settlement”) that they have entered into with Facebook, Inc. (“Facebook”)
4 and for attorneys’ fees, reimbursement of costs and service awards for the Class Representatives;

5 WHEREAS, pursuant to order of the Court dated August 14, 2020, notice was given to the
6 Settlement Class of the final approval hearing held on November 20, 2020;

7 WHEREAS, pursuant to order of the Court dated April 19, 2021, supplemental notice was given
8 to the Settlement Class of the final approval hearing to be held on June 21, 2021;

9 WHEREAS these notices provided notice to the Settlement Class of the terms of the proposed
10 settlement and of the Plaintiffs’ motion for attorneys’ fees, reimbursement of costs and service awards
11 for the Class Representatives, as well as information concerning the dates of important hearings, links to
12 important documents, and contact information for the Claims Administrator through which Class
13 Members could ask questions, seek information, file claims, file objections, and file requests to protect
14 their *Belaire* rights and requests to exclude themselves from the Settlement;

15 WHEREAS, the Court has directed Plaintiffs to file a renewed, unopposed attorneys’ fees motion
16 to be heard with the renewed motion for final approval on shortened time;

17 IT IS HEREBY STIPULATED AND AGREED that Plaintiffs shall file, no later than Tuesday,
18 June 15, 2021, a renewed unopposed attorneys’ fees motion to be heard by the Court on June 21, 2021, at
19 3:00 p.m.

20 **IT IS SO STIPULATED.**

21
22 Dated: June 15, 2021

Respectfully Submitted,

/s/ Steven N. Williams

Joseph R. Saveri (State Bar No. 130064)

Steven N. Williams (State Bar No. 175489)

Kevin Rayhill (State Bar No. 267496)

Katharine L. Malone (State Bar No. 290884)

Kyle Quackenbush (State Bar No. 322401)

JOSEPH SAVERI LAW FIRM, LLP

601 California Street, Suite 1000

San Francisco, CA 94108

Telephone: (415) 500-6800

1 Facsimile: (415) 395-9940
2 jsaveri@saverilawfirm.com
3 swilliams@saverilawfirm.com
4 krayhill@saverilawfirm.com
5 kmalone@saverilawfirm.com
6 kquackenbush@saverilawfirm.com

7 Korey A. Nelson (admitted *pro hac vice*)
8 knelson@burnscharest.com
9 Lydia A. Wright (admitted *pro hac vice*)
10 lwright@burnscharest.com
11 Amanda Klevorn (admitted *pro hac vice*)
12 aklevornA@burnscharest.com
13 **BURNS CHAREST LLP**
14 365 Canal Street, Suite 1170
15 New Orleans, LA 70130
16 Telephone: (504) 799-2845
17 Facsimile: (504) 881-1765

18 Warren Burns (admitted *pro hac vice*)
19 wburns@burnscharest.com
20 Kyle Oxford (admitted *pro hac vice*)
21 koxford@burnscharest.com
22 **BURNS CHAREST LLP**
23 900 Jackson St., Suite 500
24 Dallas, Texas 75202
25 Telephone: (469) 904-4550
26 Facsimile: (469) 444-5002

27 ***Settlement Class Counsel***

28 Dated: June 15, 2021

Respectfully Submitted,
/s/ Ashley M. Simonsen
Emily Johnson Henn (State Bar No. 269482)
Megan L. Rodgers (State Bar No. 310344)
Kathryn E. Cahoy (State Bar No. 298777)
COVINGTON & BURLING LLP
3000 El Camino Real
5 Palo Alto Square, 10th Floor
Palo Alto, CA 94306
Telephone: (650) 632-4700
Facsimile: (650) 632-4800

Ashley M. Simonsen (State Bar No. 275203)
COVINGTON & BURLING LLP

1 1999 Avenue of the Stars
2 Los Angeles, CA 90067
3 Telephone: (424) 332-482
4 Facsimile: (424) 332-4749

5 *Counsel for Defendant Facebook, Inc.*

6 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

7 Dated: June __ 2021

8 _____
9 HON. V. RAYMOND SWOPE
10 JUDGE OF THE SUPERIOR COURT
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ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 175489 NAME: Steven N. Williams FIRM NAME: JOSEPH SAVERI LAW FIRM, LLP STREET ADDRESS: 601 California Street, Suite 1000 CITY: San Francisco STATE: CA ZIP CODE: 94108 TELEPHONE NO.: (415) 500-6800 FAX NO.: (415) 395-9940 E-MAIL ADDRESS: swilliams@saverilawfirm.com ATTORNEY FOR (name): Plaintiffs Selena Scola, et al.	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO STREET ADDRESS: 400 County Center, Redwood City, CA 94063 MAILING ADDRESS: 400 County Center, 1st Floor, Room A CITY AND ZIP CODE: Redwood City 94063 BRANCH NAME: Hall of Justice	CASE NUMBER: 18CIV05135
PLAINTIFF/PETITIONER: Selena Scola, Erin Elder, Gabriel Ramos, et al., DEFENDANT/RESPONDENT: Facebook, Inc. OTHER:	JUDICIAL OFFICER: Hon. V. Raymond Swope
PROPOSED ORDER (COVER SHEET)	DEPT: 23

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
 Selena Scola, Erin Elder, Gabriel Ramos, April Hutchins, Allison Trebacz, Jessica Swarner, and Gregory Shulman

2. Title of the proposed order:
 Stipulation and [Proposed] Order Setting Renewed Unopposed Motion for Attorneys' Fees, Reimbursement of Costs and Service Awards on Shortened Time

3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Complex Class Action Litigation
 - b. Date and time: June 21, 2021 at 9:00 a.m.
 - c. Place: Southern Court 400 County Center, Redwood City, CA 94063

4. The proposed order was served on the other parties in the case.

Steven N. Williams _____
(TYPE OR PRINT NAME)

/s/ Steven N. Williams _____
(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:
Scola, et al., v. Facebook, Inc.

CASE NUMBER:
18CIV05135

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action**.

a. My residence or business address is (*specify*):

Joseph Saveri Law Firm, LLP, 601 California Street, Suite 1000, San Francisco, CA 94108

b. My electronic service address is (*specify*): kmalone@saverilawfirm.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

Emily Johnson Henn, Megan L. Rogers, Kathryn E. Cahoy, Ashley M. Simonsen

b. To (*electronic service address of person served*): ehenn@cov.com; mrogers@cov.com; kcahay@cov.com; asimonsen@cov.com

c. On (*date*): 06/15/2021

Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 06/15/2021

Katharine Malone

(TYPE OR PRINT NAME OF DECLARANT)



Katharine Malone

(SIGNATURE OF DECLARANT)

1 Joseph R. Saveri (State Bar No. 130064)
 2 Steven N. Williams (State Bar No. 175489)
 3 Kevin Rayhill (State Bar No. 267496)
 4 Katharine L. Malone (State Bar No. 290884)
 5 Kyle Quackenbush (State Bar No. 322401)
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 10 Facsimile: (415) 395-9940
 11 jsaveri@saverilawfirm.com
 12 swilliams@saverilawfirm.com
 13 krayhill@saverilawfirm.com
 14 kmalone@saverilawfirm.com
 15 kquackenbush@saverilawfirm.com

Settlement Class Counsel

Additional counsel on signature page

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN MATEO

16 **SELENA SCOLA, ERIN ELDER, GABRIEL**
 17 **RAMOS, APRIL HUTCHINS, KONICA**
 18 **RITCHIE, ALLISON TREBACZ, JESSICA**
 19 **SWARNER, and GREGORY SHULMAN,**
 20 individually and on behalf of all others similarly
 21 situated,

Plaintiffs,

v.

FACEBOOK, INC.,

Defendant.

Civil Action No. 18-CIV-05135

PROOF OF SERVICE

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

Date: June 21, 2021

Dept.: 23

Time: 3:00 p.m.

Trial Date: None Set

2nd Amended Complaint Filed: June 30, 2020

1 **PROOF OF SERVICE**

2 I, the undersigned, am employed by the Joseph Saveri Law Firm, LLP. My business address is
3 601 California Street, Suite 1000, San Francisco, California 94108. I am readily familiar with the business
4 practices of this office. I am over the age of eighteen and not a party to this action.

5 On June 15, 2021, I caused to be served the following documents:

- 6
- 7 1. **PLAINTIFFS' RENWED NOTICE OF MOTION AND UNOPPOSED MOTION**
 - 8 **FOR ATTORNEYS' FEES, REIMBURSEMENT OF COSTS AND SERVICE**
 - 9 **AWARDS;**
 - 10 2. **DECLARATION OF STEVEN N. WILLIAMS IN SUPPORT OF PLAINTIFFS'**
 - 11 **RENWED NOTICE OF MOTION AND UNOPPOSED MOTION FOR**
 - 12 **ATTORNEYS' FEES, REIMBURSEMENT OF COSTS AND SERVICE**
 - 13 **AWARDS AND EXHIBITS THERETO;**
 - 14 3. **DECLARATION OF ELIZABETH ENLUND IN SUPPORT OF PLAINTIFFS'**
 - 15 **RENWED NOTICE OF MOTION AND UNOPPOSED MOTION FOR**
 - 16 **ATTORNEYS' FEES, REIMBURSEMENT OF COSTS AND SERVICE**
 - 17 **AWARDS AND EXHIBITS THERETO;**
 - 18 4. **[PROPOSED] ORDER GRANTING PLAINTIFFS' RENEWED AND**
 - 19 **UNOPPOSED MOTION FOR ATTORNEYS' FEES, REIMBURSEMENT OF**
 - 20 **COSTS AND SERVICE AWARDS;**
 - 21 5. **STIPULATION AND [PROPOSED] ORDER SETTING RENEWED**
 - 22 **UNOPPOSED MOTION FOR ATTORNEYS' FEES, REIMBURSEMENT OF**
 - 23 **COSTS AND SERVICE AWARDS ON SHORTENED TIME;**
 - 24 6. **PROOF OF SERVICE;**

25 by the following method(s):

26 **Electronic Transmission.** I transmitted a PDF version of each document by electronic mail to
the party(s) identified in the service list below using e-mail address(es) indicated.

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 15,
2021 at San Francisco, California.

By: /s/Sean Robertson
Sean Robertson

SERVICE LIST

<p>Emily Johnson Henn Megan L. Rogers Kathryn E. Cahoy COVINGTON & BURLING LLP 3000 El Camino Real 5 Palo Alto Square, 10th Floor Palo Alto, CA 94306 Email: ehgenn@cov.com mrodgers@cov.com kcahoy@cov.com</p>	<p>Ashley M. Simonsen COVINGTON & BURLING LLP 1999 Avenue of the Stars Los Angeles, CA 9067 Email: asimonsen@cov.com</p>
<p><i>Attorneys for Defendant Facebook, Inc.</i></p>	