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16 ***Settlement Class Counsel***

17 Additional counsel on signature page

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 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

2<sup>nd</sup> Amended Complaint Filed: June 30, 2020

1 **RENEWED NOTICE OF MOTION AND MOTION**

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

3 Please take notice that on June 21, 2021, at 3:00 p.m., or as soon thereafter as the parties may be  
4 heard, in Department 23 of the Superior Court, County of San Mateo, 400 County Center, Redwood  
5 City, CA 94063, Plaintiffs Selena Scola, Erin Elder, Gabriel Ramos, April Hutchins, Konica Ritchie,  
6 Allison Trebacz, Jessica Swarner, and Gregory Shulman (“Plaintiffs”) will and hereby do move for entry  
7 of an Order finally approving this class action settlement and granting the Class’s motion for an award of  
8 attorneys’ fees, reimbursement of litigation expenses, and service awards for Class Representatives.

9 This Motion is based on the accompanying Memorandum of Points and Authorities and the  
10 Declarations of Steven N. Williams and Elizabeth Endlund in support thereof; the Exhibits to each of  
11 these Declarations; the argument of counsel; and all papers and records on file in this matter.

12  
13 Dated: June 4, 2021

Respectfully Submitted,

14 /s/ Steven N. Williams

15 Joseph R. Saveri (State Bar No. 130064)  
16 Steven N. Williams (State Bar No. 175489)  
17 Kevin Rayhill (State Bar No. 267496)  
18 Katharine L. Malone (State Bar No. 290884)  
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**TABLE OF CONTENTS**

**Page (s)**

I.	INTRODUCTION .....	1
II.	SUMMARY OF THE LITIGATION .....	2
III.	SUMMARY OF THE SETTLEMENT .....	6
IV.	THE CLASS MEMBERS RECEIVED THE BEST PRACTICABLE NOTICE..	9
V.	THE SETTLEMENT, WHICH IS FAIR AND REASONABLE, SHOULD BE APPROVED .....	13
	A. THE STANDARDS FOR APPROVAL OF CLASS ACTION SETTLEMENTS.....	14
	B. THE SETTLEMENT AGREEMENT IS PRESUMPTIVELY FAIR .....	15
	1. THE SETTLEMENT WAS REACHED THROUGH EXTENSIVE ARM’S-LENGTH BARGAINING .....	15
	2. SUBSTANTIAL INVESTIGATION AND DISCOVERY HAVE BEEN CONDUCTED .....	16
	3. SETTLEMENT CLASS COUNSEL HAVE EXTENSIVE CLASS ACTION EXPERIENCE .....	16
	4. THE CLASS HAS RESPONDED WITH OVERWHELMING SUPPORT FOR THE SETTLEMENT .....	17
	C. THE SETTLEMENT AGREEMENT IS DEMONSTRABLY FAIR, ADEQUATE, AND REASONABLE .....	17
VI.	PLAINTIFFS’ REQUEST FOR ATTORNEYS’ FEES AND REIMBURSEMENT OF LITIGATION COSTS IS REASONABLE .....	20
VII.	THE REQUEST OF CLASS REPRESENTATIVE SERVICE AWARDS IS FAIR AND REASONABLE .....	21
VIII.	CONCLUSION.....	22

TABLE OF AUTHORITIES

**Page(s)**

**Cases**

*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135 ..... 13, 14

*In re Am. Bank Note Holographics, Inc.* (S.D.N.Y. 2001) 127 F. Supp. 2d 418 .....19

*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794 .....14

*Garrett-Alfred v. Facebook, Inc.* (M.D. Fla. May 14, 2021) No. 8:20-cv-00585-KKM-CPT,  
2021 WL 1946699 ..... 2, 19

*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116 ..... 16, 17, 19

*In re Omnivision Technologies, Inc.* (N.D. Cal. 2008) 559 F.Supp.2d 1036.....16

*Reed v. United Teachers L.A.* (2012) 208 Cal.App.4th 322 .....14

*Sykes v. Harris* (S.D.N.Y. May 24, 2016) No. 09 Civ. 8486 (DC), 2016 WL 3030156 .....19

*Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224 .....14

**Other Authorities**

C.R.C. 3.769(f)..... 13

C.R.C. 3.769(g) .....14

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1 **I. INTRODUCTION**

2 This Court should grant final approval of this class action settlement (the “Settlement”) because  
3 it is demonstrably fair, adequate, and reasonable. The Settlement was reached only after extensive  
4 discovery and arms’-length negotiations between competent counsel, facilitated by the Hon. Rebecca  
5 Westerfield (Ret.). Plaintiffs worked closely with two highly credentialed experts to develop a  
6 comprehensive and nuanced plan for the diagnosis and treatment of trauma-related injuries and the  
7 development of safeguards to mitigate future harm which are reflected in the terms of the Settlement.

8 The Settlement encompasses all claims Plaintiffs asserted in their Second Amended  
9 Consolidated Complaint on behalf of themselves and the proposed Settlement Class (the “Class”). The  
10 Class consists of all persons who performed content moderation work for Facebook in California,  
11 Arizona, Texas, or Florida as an employee or subcontractor of one or more Facebook Vendors<sup>1</sup> at any  
12 time from September 15, 2015 to August 14, 2021 (the date of preliminary approval of the proposed  
13 Settlement).

14 The Settlement reflects an extraordinary recovery for the members of the Class (“Class  
15 Members”). It provides for payment of \$52 million by Facebook, from which each Class Member will  
16 receive an automatic payment that may be used for medical screening for injuries resulting from  
17 exposure to potentially graphic or disturbing material in the course of work as a Content Moderator. Any  
18 Class Member with a diagnosis of Qualifying Diagnosis may seek further additional payments for  
19 treatment and for other damages. Facebook will also implement significant reforms to address the  
20 alleged unsafe workplace practices in this action including support from on-site clinician and  
21 standardized resiliency training for all Content Moderators and tooling enhancements to mitigate the  
22 potentially harmful effects of exposure to graphic or disturbing material. Further evidence of the  
23 exceptional recovery Plaintiffs obtained for the Class can be seen in the United States District Court for  
24 the Middle District of Florida’s recent decision dismissing with prejudice a similar lawsuit brought by  
25 content moderators against Facebook under Florida law. (Williams Decl., Ex. 16 [*Garrett-Alfred et al., v.*

26  
27 <sup>1</sup> Capitalized terms used in this motion have the meanings and/or definitions ascribed to them in the  
28 Settlement Agreement. (See Declaration of Steven N. Williams in Support of Plaintiffs’ Renewed Motion for Final  
Approval of the Settlement [“Williams Decl.”], Ex. 1 [“Settlement”].)

1 *Facebook, Inc. et al.*, (M.D. Fla., May 14, 2021, No. 20-cv-00585].) When compared with the prospect of  
2 no recovery at all, the Settlement here is undoubtedly worthy of final approval. Indeed, the only path to  
3 recovery for these Class Members is through final approval of this Settlement.

4 Further demonstrating the value of the terms reached in the Settlement for Class Members, after  
5 notice to the Class in accordance with this Court’s April 19, 2021 Order Granting (1) Plaintiffs’ Renewed  
6 Motion to Approve Supplemental Notice Program; and (2) Preliminary Approval of the Settlement,  
7 there has been one objection to the Settlement<sup>2</sup> and only 6 of the 14,822 Class Members have excluded  
8 themselves.

## 9 **II. SUMMARY OF THE LITIGATION**

10 Plaintiff Selena Scola filed this suit on behalf of Content Moderators living in California who  
11 reviewed graphic and objectionable material posted to Facebook’s platform to determine whether the  
12 material violated Facebook’s Community Standards. The complaint alleged that Facebook and its  
13 vendors<sup>3</sup> failed to provide the workplace safety necessary to perform content moderation in a healthy and  
14 sustainable manner. The complaint alleged that Facebook’s conduct increased Class Members’ risk of  
15 sustaining serious mental health and other injuries, including PTSD. Approximately six months after the  
16 original complaint was filed, Erin Elder and Gabriel Ramos joined Ms. Scola as Class Representatives in  
17 an amended complaint. Additional Class Representatives April Hutchins, Konica Ritchie, Allison  
18 Trebacz, Jessica Swarner, and Gregory Shulman later joined a further amended complaint, asserting  
19 claims on behalf of a putative class of Content Moderators in California, Texas, Arizona, and Florida.

20 The complaints in this case were based upon extensive research which began in early 2018.  
21 (Williams Decl. at ¶4.) This research focused on the conditions experienced by Content Moderators  
22 reviewing content for Facebook, the symptoms they were experiencing, and the legal theories available to  
23 remedy the harm believed to be occurring. (*Id.*) The primary goals of the action were to improve the  
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26 <sup>2</sup> On June 1, 2021, Spencer Matthew Darr, representing himself, filed an objection to the Settlement, stating that,  
27 “the proposed settlement does not adequately address the harm suffered by members of the class and the extent of  
the wrongdoing.” He did not elaborate further. Epiq has not received this objection via U.S. Mail.

28 <sup>3</sup> 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 workplace safety of Content Moderators reviewing content for Facebook and to ensure that diagnoses  
2 and treatment would be available to the Class Members. (*Id.* at ¶5.)

3 Over the course of the litigation, the parties engaged in extensive discovery. (*Id.* at ¶6.)  
4 Settlement Class Counsel drafted and propounded interrogatories and requests for production and  
5 fought vigorously to obtain relevant discovery from Facebook. (*Id.*) The parties engaged in Court-  
6 ordered in-person meet-and-confer sessions which included Facebook personnel and ESI consultants.  
7 (*Id.*) This effort eventually resulted in Facebook producing over 450,000 pages of discovery, which  
8 Settlement Class Counsel carefully reviewed. (*Id.*) In addition, Settlement Class Counsel deposed  
9 Facebook Vice President of Operations Ellen Silver. (*Id.*) At the time the parties entered into a stay to  
10 pursue resolution, Plaintiffs had raised and were prepared to pursue discovery issues with the Court  
11 including requests for the depositions of Facebook Executives Mark Zuckerberg and Sheryl Sandberg.  
12 (*Id.*)

13 Plaintiffs also provided substantial discovery. (*See id.*, Ex. 2 [Declaration of Selena Scola in  
14 Support of Plaintiffs’ Motion for Attorneys’ Fees, Reimbursement of Costs, and Service Awards  
15 (“Scola Decl.”)] at ¶9; Ex. 3 [Declaration of Gabriel Ramos in Support of Plaintiffs’ Motion for  
16 Attorneys’ Fees, Reimbursement of Costs, and Service Awards (“Ramos Decl.”)] at ¶5 Ex. 4  
17 [Declaration of Erin Elder in Support of Plaintiffs’ Motion for Attorneys’ Fees, Reimbursement of  
18 Costs, and Service Awards (“Elder Decl.”)] at ¶5.) This included full-day depositions of Erin Elder and  
19 Gabriel Ramos. (Ramos Decl. at ¶5; Elder Decl. at ¶5.) Settlement Class Counsel also drafted and served  
20 responses to Facebook’s written discovery and engaged in a substantial meet-and-confer process on the  
21 responses. (Williams Decl. at ¶6.) Throughout that process, Settlement Class Counsel gathered,  
22 reviewed, and produced documents in response to Facebook’s discovery requests. (*Id.*)

23 The parties also engaged in extensive motion practice and discovery briefing. (*Id.* at ¶11.)  
24 Facebook filed a motion to compel discovery and a motion for judgment on the pleadings. (*Id.*) Both  
25 motions were fully briefed and ripe for adjudication. (*Id.*) The motion for judgment on the pleadings, if  
26 granted, could have resulted in dismissal of Plaintiffs’ class claims and three of their four causes of  
27 action. (*Id.*) The parties also submitted twelve discovery letter briefs concerning disputes over  
28

1 custodians, search terms, requests for production of documents, and the scope of discovery. (*Id.*) The  
2 motions were pending when the parties agreed to discuss resolution. (*Id.*)

3 Settlement Class Counsel and Facebook engaged in three all-day mediation sessions over the  
4 course of four months in a process that was overseen by the Hon. Rebecca Westerfield (Ret.). (*Id.* at  
5 ¶12.) Each mediation session was hard-fought and vigorously advocated, and the parties continued to  
6 work through the framework of a settlement in the period between each mediation session. (*Id.*)

7 Settlement Class Counsel worked closely with their retained experts, both preeminent psychologists in  
8 the field of trauma-related injuries, as they developed an allocation and treatment plan that would best  
9 serve the Class. (*Id.* at ¶13; *see also id.*, Ex. 6 [Declaration of Sonya Norman, Ph.D., in Support of  
10 Plaintiffs’ Motion for Attorneys’ Fees, Reimbursements of Costs, and Service Awards (“Norman  
11 Decl.”)] at ¶8; Ex. 7 [Corrected Declaration of Patricia Watson, Ph.D., in Support of Plaintiffs’ Motion  
12 for Attorneys’ Fees, Reimbursements of Costs, and Service Awards (“Watson Decl.”)] at ¶¶3, 8-16.)

13 On February 7, 2020, at the end of the third full day of mediation, the parties reached an  
14 agreement in principle on the terms of a settlement. (Williams Decl. at ¶17.) Over the weeks that  
15 followed, counsel for both parties engaged in further extensive negotiations before eventually agreeing to  
16 the final terms of the Settlement Agreement and Plan of Allocation. (*Id.*; *see generally* Settlement.) The  
17 parties presented the Settlement to the Court and on August 14, 2020, following a hearing, the Court  
18 issued an Order (“Preliminary Approval Order”) granting preliminary approval of the Settlement.

19 After the Preliminary Approval Order was entered, the notice plan began in earnest. The first  
20 step was for the Settlement Administrator—Epiq Class Actions and Claims Solutions, Inc. (“Settlement  
21 Administrator” or “Epiq”)—to obtain contact information for the Class Members from Facebook’s  
22 Vendors. (*See* Declaration of Elizabeth Enlund in Support of Plaintiffs’ Renewed Motion for Final  
23 Approval of Settlement [Enlund Decl.], Ex. 2 at ¶¶7-40; *see also* Settlement at § 7.2.) The Settlement  
24 Administrator received this contact information in the form of data files sent directly by Facebook  
25 Vendors. (Enlund Decl., Ex. 2 at ¶7.) After Epiq received the records for 9,403 unique Class Members  
26 from the vendors, Epiq and Settlement Class Counsel understood that those records reflected the total  
27  
28

1 universe of potential Class Members. (*Id.*, Ex. 4 at ¶2) The Settlement Administrator disseminated  
2 notice to those identified Class Members by October, 2020. (*See* Enlund Decl., Ex. 3 at ¶¶6, 10, 14, 17.)

3 Plaintiffs filed their original Motion for Final Approval of the Settlement on November 6, 2020,  
4 and the Court held a hearing on November 20, 2020. (Williams Decl. at ¶26.) On November 24, 2020,  
5 Plaintiffs filed corrected and amended documents as directed by the Court. (*Id.*)

6 The next day, on November 25, 2020, the Settlement Administrator informed Settlement Class  
7 Counsel that it had received a new data file from one of the Facebook Vendors that contained the  
8 records for Class Members who had not been previously identified and therefore some potential Class  
9 Members may not have received notice of the Settlement. (*Id.* at ¶27; Enlund Decl., Ex. 4 at ¶3).  
10 Settlement Class Counsel promptly notified the Court of this development by e-mail on November 27,  
11 2020 and undertook an extensive investigation, ultimately determining that 5,419<sup>4</sup> Class Members had  
12 been omitted from the data files that certain Facebook Vendors provided to the Settlement  
13 Administrator and that these Class Members, therefore, had not received notice. (Williams Decl. at  
14 ¶27.)

15 On March 4, 2021, Plaintiffs moved the Court to approve a Supplemental Notice Program to  
16 ensure that all Class Members would receive notice of the Settlement and of their rights as Class  
17 Members. In their motion, Plaintiffs addressed four concerns of the Court, including whether the  
18 Settlement is fair, reasonable, and adequate given the size of the Class. (*See* Plaintiffs' Renewed Notice  
19 of Motion and Motion to Approve Supplemental Notice Program at § D.) On April 19, 2021, the Court  
20 granted the motion. The Supplemental Notice Program has been implemented and is now complete.  
21 (Enlund Decl. at ¶¶6-24.)

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24 <sup>4</sup> In their Renewed Motion to Approve Supplemental Notice Program, Plaintiffs identified 5,310 Class Members  
25 who did not receive notice through the original notice program. (Williams Decl. at ¶28.) That number has been  
26 slightly modified for two reasons. (*Id.*) First, after the Renewed Motion to Approve Supplemental Notice Program  
27 was filed, one of the Facebook Vendors—PRO Unlimited—identified an additional 119 potential Class Members.  
28 (*Id.*) The parties informed the Court of this development in their April 15, 2021 letter. (*Id.*, Ex. 11 [April 15, 2021  
Letter to the Court].) Second, the total count of Class Members is subject to minor variation because the  
Settlement Administrator occasionally identifies duplicate entries for certain Class Members across lists provided  
by Facebook Vendors. (*Id.* at ¶28; Enlund Decl., Ex. 4 at ¶4.) As duplicates are identified, the total number of  
Class Members is reduced. (Williams Decl. at ¶28.)

1 **III. SUMMARY OF THE SETTLEMENT**

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

8 The Settlement Agreement provides that every Class Member will receive a single payment of  
9 \$1,000 that the Class Member may use for medical diagnostic screenings. (Distribution Plan at § 2.)  
10 Class Members who are diagnosed with a Qualifying Diagnosis, such as PTSD, will receive a Medical  
11 Treatment Payment. (*Id.* at § 5.) Class Members who are diagnosed with a Qualifying Diagnosis will also  
12 have the option of submitting a claim for an Other Damages Payment (*i.e.*, further payment for  
13 consequential and other damages the Class Member contends were caused by content moderation work  
14 for Facebook). (*Id.* at § 6.) In exchange for an Other Damages Payment, these Class Members—and  
15 these Class Members only—will give Facebook a full release of all claims arising from or relating to the  
16 conduct alleged in this action. (Settlement at § 6.7 & Distribution Plan at § 6.) The Other Damages  
17 Payments will be tiered to reflect the amount of damages allegedly suffered, and these payments are  
18 capped at \$50,000. (Distribution Plan at § 6.1.) Class Members who do not submit claims for Other  
19 Damages Payments will retain their right to assert individual Other Damages Claims in a streamlined  
20 arbitration but will waive the ability to assert those claims on a class or aggregate basis or in court.  
21 (Settlement at § 6.5.) The Distribution Plan is designed with the goal that no funds remain following  
22 disbursements to Class Members, but if any funds do remain, the plan provides that they will be donated  
23 to a *cy près* recipient to be approved by this Court. (Distribution Plan at §§ 7 & 8.)

24 Although Facebook denies Plaintiffs’ allegations and denies that its conduct violates California  
25 law, the parties have agreed to address Plaintiffs’ concerns via certain business practice enhancements.  
26 These remedies track industry best practices and were identified by Settlement Class Counsel in  
27 conjunction with retained experts in the treatment of individuals exposed to trauma. The Safeguards Plan  
28 developed with these experts’ input consists of: (1) tooling enhancements designed to provide Content

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

- 7 • Retain clinicians who are licensed, certified, and experienced in the area of mental health  
8 counseling in a number sufficient to ensure coverage during all shift hours, (Settlement at  
9 § 5.1.1(i));
- 10 • Conduct resiliency pre-screening and assessments as part of their recruitment and hiring  
11 processes, (*id.* at § 5.1.1(ii));
- 12 • Make individual one-on-one coaching or wellness sessions available to Content  
13 Moderators within the first month of onboarding and throughout employment and  
14 prioritize scheduling those sessions within one week or less, (*id.* at § 5.1.1(iii));
- 15 • Make group wellness sessions available on a monthly basis, (*id.* at § 5.1.1(iv));
- 16 • Make weekly one-on-one coaching or wellness sessions available to Content Moderators  
17 who are assigned to Community or Product Data Operations determined by Facebook to  
18 involve regular exposure to graphic and objectionable content, (*id.* at § 5.1.1(v));
- 19 • Ensure that a Content Moderator who requests to speak with a clinician on an expedited  
20 basis can do so within the next working day, (*id.*);
- 21 • Provide Content Moderators with clear guidelines for how and when they may remove  
22 themselves from a specific task involving potentially traumatic material, (*id.* at §  
23 5.1.1(vi));
- 24 • Provide Content Moderators with information regarding these psychological support  
25 resources and Facebook’s whistleblower hotline for reporting Vendor violations of these  
26 business practice enhancements, (*id.* at § 5.1.1(vii)); and
- 27 • Post the information described above at every Content Moderator’s workstation, (*id.* at  
28 § 5.1.1(viii)).

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

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

- 10 • Viewing images in black and white, (*id.* at § 5.1.5(i));
- 11 • Blurring images, (*id.* at § 5.1.5(ii));
- 12 • Blocking faces within images posted to Facebook, (*id.* at § 5.1.5(iii));
- 13 • Blurring video previews, (*id.* at § 5.1.5(iv)); and
- 14 • Auto-muting videos on start, (*id.* at § 5.1.5(v)).

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

- 16 • The ability to preview videos using thumbnail images when technically feasible, (*id.* at §  
17 5.1.6(i)); and
- 18 • Default settings preventing automatic video playback, (*id.* at § 5.1.6(ii)).

19 These business practice and tooling enhancements are measures intended to mitigate the possible  
20 effects of exposure to potentially graphic and disturbing material. These measures were evaluated by  
21 Settlement Class Counsel with significant input from two nationally recognized experts in posttraumatic  
22 stress. (*See* Williams Decl. at ¶13; *see generally* Norman Decl. & Watson Decl.) Sonya Norman, Ph.D., is  
23 the Director of the PTSD Consultation Program at the VA National Center for PTSD and has authored  
24 more than 100 publications related to PTSD and associated problems. (Norman Decl. at 2.) Patricia  
25 Watson, Ph.D., is a Senior Educational Specialist for the VA National Center for PTSD, where she has  
26 specialized in early intervention and resilience since 1998 and has co-authored several field guides for  
27 handling trauma-induced stress, developing resilience, and recovering from traumatic events; these  
28 guides have been used by combat soldiers, firefighters, emergency services personnel, law enforcement

1 professionals, and nurses. (Watson Decl. at 2.) For over a year, Drs. Norman and Watson advised  
2 Settlement Class Counsel regarding the types of business practice enhancements and resiliency  
3 measures that would appropriately address the wrongdoing alleged by Plaintiffs. (*See generally* Norman  
4 Decl. & Watson Decl.)

#### 5 **IV. THE CLASS MEMBERS RECEIVED THE BEST PRACTICABLE NOTICE**

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

12 The original notice program commenced after the Court entered its August 14, 2021 Preliminary  
13 Approval Order and was implemented over September and October of 2020. (*See generally* Endlund  
14 Decl., Ex. 3.) During this period, the Settlement Administrator provided notice, consistent with this  
15 Court's order, to all Class Members for whom the Settlement Administrator had received contact  
16 information. (*Id.*) The program consisted of e-mail and postcard notice sent to all identified Class  
17 Members, the Settlement Website, and a telephone line with access to service agents during normal  
18 business hours. (*Id.*)<sup>5</sup> At the time the Settlement Administrator completed its implementation of the  
19 original notice program, it believed that the Facebook Vendors had provided the records of all Class  
20 Members. (Enlund Decl., Ex. 4 at ¶2.)

21 After learning that certain potential Class Members did not receive notice, Settlement Class  
22 Counsel undertook a thorough investigation. (Williams Decl. at ¶27.) Once Settlement Class Counsel  
23 were confident that the Facebook Vendors had sufficiently identified all Class Members, Settlement  
24 Class Counsel set out to ensure that the best possible notice was provided to all Class Members. (*Id.* at  
25 ¶28.) To that end, Plaintiffs sought the Court's approval of the Supplemental Notice Program to ensure  
26 that all Class Members would be afforded the same notice and be apprised of their rights as Class  
27

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28 <sup>5</sup> For more details about the implementation of the original notice program, *see generally* Plaintiffs' Motion for Final Approval filed on November 6, 2020, at pp. 13-17.

1 Members. (*See id.*) The Court granted the motion on April 19, 2021, and the Supplemental Notice  
2 Program commenced immediately thereafter.

3 The Supplemental Notice Program has now been successfully implemented (*see generally*  
4 Endlund Decl.), and all Class Members have received the best practicable notice, exceeding that given in  
5 most class actions in any court anywhere. The notice provided to all Class Members contains the  
6 following attributes:

7 ***E-mail and Postcard Notice.*** Epiq provided notice through a combination of e-mail and postcard  
8 notice. (Enlund Decl. at ¶8.) The Email Short Form Notices and the Short Form Notice postcards sent  
9 during the Supplemental Notice Program were identical in all respects to those which were sent during  
10 the original notice program, except that they contained different dates. (*Id.* at ¶10.)

11 Email notice was provided to Class Members for whom Facebook Vendors provided Epiq with an  
12 email address. (*Id.* at ¶11.) Epiq sent 8,987 Email Short Form Notices to Class Members in September  
13 2020 as part of the original notice plan.<sup>6</sup> (*Id.*, Ex. 2 at ¶¶7-9.) Through the Supplemental Notice  
14 Program, Epiq sent 14,053 Email Short Form Notices to Class Members on April 30, 2021. (*Id.* at ¶9.)<sup>7</sup>  
15 The Email Short Form Notice used a format that provided easy to read text without graphics, tables,  
16 images, and other elements that would increase the likelihood that the message could be blocked by  
17 Internet Service Providers (ISPs) and/or SPAM filters. (*Id.* at ¶10.) As of June 2, 2021, 995 Short Form  
18 Email Notices were returned as undeliverable. (*Id.* at ¶15.)

19 The original notice program and Supplemental Notice Program, which were both approved by  
20 the Court, only required a postcard to be sent to Class Members if the Facebook Vendor did not have an  
21 email address. (Williams Decl. at ¶30.) Settlement Class Counsel, at their own expense and without  
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23 <sup>6</sup> Each Email Short Form Notice was transmitted with a unique message identifier. If the receiving email server  
24 could not deliver the message, a “bounce code” was returned along with the unique message identifier. (Enlund  
25 Decl. at ¶10.) For all Email Short Form Notices for which a bounce code was received that indicated that the  
message was undeliverable, at least two additional attempts were made to deliver the Email Short Form Notice by  
email. (*Id.*)

26 <sup>7</sup> Through the Supplemental Notice Program, Epiq sent Email Short Form Notices to all Class Members for  
27 whom Facebook Vendors provided Epiq an email address, including the Class Members who received email notice  
28 through the original notice program. (*See* Enlund Decl. at ¶¶9-10.) This means that Class Members who received  
Email Short Form Notice during the original notice program received a second Email Short Form Notice through  
the Supplemental Notice Program.

1 seeking reimbursement, sent postcard notice to all Class Members to provide additional notice beyond  
2 that ordered by the Court. (*Id.*) As such, postcards were sent to all Class Members using the last known  
3 mailing address reflected in the vendors' systems as updated through the National Change of Address  
4 ("NCOA") database.<sup>8</sup> (Enlund Decl., Ex. 3 at ¶¶10-11; Enlund Decl. at ¶13.)

5 Through the original notice program, Epiq mailed a total of 8,312 Short Form Notices via United  
6 States Postal Service ("USPS") first-class mail to all Class Members for whom Epiq had a valid mailing  
7 address. (*Id.*, Ex. 3 at ¶10.) Through the Supplemental Notice Program, Epiq mailed 3,510 Short Form  
8 Notice postcards to all Class Members who did not receive notice during the original notice program.  
9 (*Id.* at ¶¶11-12.) As of June 2, 2021, Epiq has received 5 undeliverable Short Form Notice Postcards. (*Id.*  
10 at ¶16.)

11 ***Settlement Website.*** Epiq established the Settlement Website,  
12 (www.ContentModeratorSettlement.com), which went live on September 3, 2020 (*see* Enlund Decl. at  
13 ¶17) and will remain active until at least thirty days after the expiration date of any checks for Residual  
14 Distributions or Other Damages Payments or, if no such checks are mailed, 120 days after any electronic  
15 transfers of Other Damages Payments. (*See* Preliminary Approval Order at ¶9.) The neutral,  
16 informational Settlement Website allows Class Members to easily obtain information and documents,  
17 including a traditional Long Form Notice, Short Form Notice, Belaire Notice, Settlement Agreement,  
18 Second Amended Complaint, Motion for Preliminary Approval, Preliminary Approval Order, the  
19 Court's Covid-19 Order 11, Order Approving Supplemental Notice Program, contact information, and  
20 answers to frequently asked questions. (Enlund Decl., Ex. 3 at ¶20.) Class Members are also able to  
21 update their contact information and payment election preferences on the Payment Election page of the  
22 Settlement Website using an Epiq-assigned Unique ID and PIN provided in each Class Member's Short  
23 Form Notice. (*Id.*)

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<sup>8</sup> Prior to mailing all Short Form Notice Postcards, all mailing addresses were checked against the NCOA database maintained by the USPS. (Enlund Decl. at ¶13.) In addition, the addresses were certified via the Coding Accuracy Support System ("CASS") to ensure the quality of the zip code and verified through Delivery Point Validation ("DPV") to verify the accuracy of the addresses. (*Id.*)

1 The Settlement Website address was prominently displayed in all printed notice documents, and  
2 the Email Short Form Notice included an embedded link to the Settlement Website. (Enlund Decl. at  
3 ¶17.) Additionally, Epiq has maintained a dedicated email address, info@Content  
4 ModeratorSettlement.com, to allow Class Members to email requests or questions. (*Id.* at ¶18.) As of  
5 June 2, 2021, Epiq has received 1,002 emails and responded to approximately 915 emails, and there have  
6 been 22,086 unique visitors to the Settlement Website and 42,571 website pages presented. (*Id.* at ¶¶17-  
7 18.) Epiq also established a dedicated post office box to allow Class Members to contact it by USPS. (*Id.*  
8 at ¶19.) As of June 2, 2021, Epiq has received zero written correspondences. (*Id.*) Review and processing  
9 of USPS correspondence are ongoing. (*Id.*)

10 **Phone Line.** Epiq established a phone line that Class Members can call to ask questions and  
11 receive answers about the Settlement. (*Id.* at ¶20.) The telephone line went live on September 3, 2020  
12 (*id.*) and will remain active until one year after the Effective Date of the Settlement. (*See* Preliminary  
13 Approval Order at ¶10.) The toll-free telephone number allows callers to listen to recorded answers to  
14 frequently-asked questions and directs callers to the Settlement Website. (Enlund Decl. at ¶20.) The  
15 automated phone system is available 24 hours per day, 7 days per week. (*Id.*) Callers also have an option  
16 to speak to a service agent during normal business hours, Monday through Friday from 6 a.m. to 6 p.m.  
17 PST, except holidays. (*Id.*) As of June 2, 2021, Epiq has received 1,031 calls to the toll-free telephone  
18 number, of which 547 calls were routed to an Epiq service agent. (*Id.*)

19 **Belaire Notices.** As part of the original notice program, Epiq sent 8,987 Belaire Email Notices  
20 and 433 Belaire Postcards via USPS first class mail to Class Members in September, 2020. (*Id.*, Ex. 3 at  
21 ¶¶14, 17.) Through the Supplemental Notice Program, Epiq sent another 5,189 Belaire Email Notices  
22 and mailed 166 Belaire Postcards in May, 2021. (*Id.* at ¶21.) As of June 2, 2021, a total of 755 Belaire  
23 Email Notices have been returned as undeliverable. (*Id.*)

24 The Belaire Email Notice was created using the same easy to read format as the Email Short  
25 Form Notice and transmitted with a unique message identifier. (*Id.*) If the receiving email server could  
26 not deliver the message, a “bounce code” was returned along with the unique message identifier. (*Id.*)  
27 For all Belaire Email Notices for which a bounce code was received that indicated that the message was  
28 undeliverable, at least two additional attempts were made to deliver the Belaire Email Notice by email.

1 (*Id.*) The Belaire Notices sent through the Supplemental Notice Program were identical in all respects to  
2 those which were sent during the original notice program, except that they contained different dates.

3 (*Id.*)

4 The deadline for Class Members to object to the disclosure of their name and contact  
5 information through the original notice program was October 9, 2020 (*Id.*, Ex. 3 at ¶22), and the  
6 deadline for the Supplemental Notice Program was June 1, 2021. (*Id.* at ¶21.) As of June 2, 2021, Epiq  
7 has received 128 timely disclosure objections from 128 unique Class Members. (*Id.* at ¶23.) In addition,  
8 Epiq has received 1 late Disclosure Objection. (*Id.*) Pursuant to the Belaire Order, Epiq has executed,  
9 and designated Confidential, a report including the contact information for Class Members who did not  
10 submit a valid or timely objection to the disclosure of their contact information, which is available to  
11 Settlement Class Counsel and Defense Counsel upon request. (*Id.*)

12 The notice provided to Class Members exceeded the requirements set forth in the Court’s  
13 Orders, constituted the best notice practicable under the circumstances, and effectuated due and  
14 sufficient notice to the Class, not only of the terms of the proposed Settlement but also of all the  
15 appropriate dates and procedures for opting out, objecting to the Settlement, and/or appearing at the  
16 final approval hearing. (*See* C.R.C. 3.769(f).) Further, as required, the notice is neutral as to the merits of  
17 the proposed Settlement. (*See 7-Eleven Owners for Fair Franchising v. Southland Corp.*, (2000) 85  
18 Cal.App.4th 1135, 1164.) The notice is thus “adequate to fairly apprise the prospective members of the  
19 class of the terms of the proposed settlement and of the options that are open to them in connection with  
20 the proceedings.” (*Id.* [citation omitted].)

21 **V. THE SETTLEMENT, WHICH IS FAIR AND REASONABLE, SHOULD BE**  
22 **APPROVED**

23 This Settlement—a \$52 million payment and substantial business practice enhancements—is an  
24 excellent result for the entire Class. The Settlement was entered into after extensive discovery and  
25 mediation, in which the parties thoroughly analyzed the strengths and weaknesses of their respective  
26 cases. The parties agreed to terms that provide Class Members with a substantial financial award and  
27 provide all current and future Content Moderators with improved workplace safety enhancements. The  
28 Settlement is particularly fair, reasonable, and adequate given the costs and risks of continued litigation,

1 as evidenced by the recent federal court decision dismissing with prejudice similar claims against  
2 Facebook brought by content moderators suing under Florida law.

3 **A. The Standards for Approval of Class Action Settlements**

4 Before granting final approval of a class action settlement, the Court must conduct an inquiry  
5 into the fairness of the proposed settlement. (C.R.C. 3.769(g).) The Court’s primary concern is whether  
6 the settlement is “fair, adequate, and reasonable.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,  
7 1801.) “A settlement is fair, adequate and reasonable, and merits approval when the interests of the class  
8 as a whole are better served if the litigation is resolved by the settlement rather than pursued.” (*Natural*  
9 *Gas Anti-Trust Cases I, II, III & IV* (Cal. Super. Ct., Dec. 11, 2006, No. 4221) 2006 WL 5377849, at \*1,  
10 citation omitted.) The Court has broad discretion in making this determination. (*Wershba v. Apple*  
11 *Computer* (2001) 91 Cal.App.4th 224, 234-235.)

12 Courts consider several factors, including “the strength of plaintiffs’ case; the risk, expense,  
13 complexity and likely duration of further litigation; the risk of maintaining class action status through  
14 trial; the amount offered in settlement; the extent of discovery completed and the stage of the  
15 proceedings; the experience and views of counsel; the presence of a governmental participant; and the  
16 reaction of the class members to the proposed settlement.” (*Reed v. United Teachers L.A.*, (2012) 208  
17 Cal.App.4th 322, 336.) But “[t]he list of factors is not exclusive and the court is free to engage in a  
18 balancing and weighing of factors depending on the circumstances of each case.” (*Wershba, supra*, 91  
19 Cal.App.4th at 245.) Ultimately, a settlement should be approved if it “was not the product of fraud,  
20 overreaching or collusion, and . . . is fair, reasonable and adequate to all concerned.” (*Reed, supra*, 208  
21 Cal.App.4th at 337.)

22 “In reviewing the fairness of a class action settlement, due regard should be given to what is  
23 otherwise a private consensual agreement between the parties.” (*Cellphone Termination Fee Cases* (2010)  
24 186 Cal.App.4th 1380, 1389, citation omitted.) As such, the determination of fairness “is not to be  
25 turned into a trial or rehearsal for trial on the merits.” (*7-Eleven, supra*, 85 Cal.App.4th at 1145, citation  
26 omitted.) Moreover, California public policy generally favors compromise as a method of resolving  
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28

1 complex class action litigation and therefore promotes settlement when permissible. (See *Nordstrom*  
2 *Com. Cases* (2010) 186 Cal.App.4th 576, 581.)

3 **B. The Settlement Agreement is Presumptively Fair**

4 A class action settlement benefits from a presumption of fairness when (1) it is reached through  
5 arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the Court to  
6 act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is  
7 small. (*Nordstrom, supra*, 186 Cal.App.4th at 581.) Here, all four factors are satisfied, so the Settlement is  
8 presumptively fair.

9 **1. The Settlement was Reached Through Extensive Arm's-Length Bargaining**

10 This settlement was achieved after nearly two years of hotly contested litigation and after three  
11 day-long mediation sessions overseen by the Judge Westerfield, a JAMS mediator with significant  
12 experience resolving complex cases. (See Williams Decl. at ¶¶ 4, 12; see generally *id.*, Ex. 5 [Declaration  
13 of Hon. Rebecca Westerfield (Ret.) in Support of Plaintiffs' Renewed Motion to Approve Supplemental  
14 Notice Program].) These negotiations were informed by the opinions and views of Drs. Norman and  
15 Watson with whom Settlement Class Counsel consulted throughout the process to ensure that the relief  
16 agreed to was adequate to address the Class Members' health needs. (*Id.* at ¶13.) Settlement Class  
17 Counsel were fully informed of the evidence supporting the Class's allegations, the expected size of the  
18 putative class, and the scope of the potential injuries sustained by the Class Members when they  
19 negotiated the Settlement. (*Id.* at ¶16.) Counsel for both parties advocated zealously on behalf of their  
20 respective clients, and mediation was hard-fought. (*Id.* at ¶12.)

1                   **2. Substantial Investigation and Discovery Have Been Conducted**

2           A court must “receive and consider enough information about the nature and magnitude of the  
3 claims being settled, as well as the impediments to recovery, to make an independent assessment of the  
4 reasonableness of the terms to which the parties have agreed.” (*Kullar v. Foot Locker Retail, Inc.* (2008)  
5 168 Cal.App.4th 116, 133.) Here, the parties have engaged in substantial discovery regarding  
6 certification, merits, and the extent to which Facebook’s conduct allegedly caused injury to the Class  
7 Members.

8           Settlement Class Counsel drafted and propounded interrogatories and requests for production  
9 and fought vigorously to ensure that Facebook complied with those requests. (Williams Decl. at ¶6). The  
10 parties engaged in Court-ordered in-person meet-and-confer sessions which included Facebook  
11 personnel and ESI consultants. (*Id.*) This effort eventually resulted in Facebook producing over 450,000  
12 pages of discovery, which Settlement Class Counsel carefully reviewed. (*Id.*) Settlement Class Counsel  
13 gathered, reviewed, and produced documents in response to Facebook’s document requests, drafted  
14 responses to Facebook’s written discovery, and engaged in substantial meet-and-confer discussions  
15 throughout that process. (*Id.*) Settlement Class Counsel deposed Facebook Vice President of Operations  
16 Ellen Silver. (*Id.*) At the time that the parties entered into a stay to pursue resolution, Plaintiffs had  
17 raised, and were prepared to pursue with the Court, discovery disputes with Facebook including  
18 requests for the depositions of Facebook Executives Mark Zuckerberg and Sheryl Sandberg. (*Id.*)  
19 Plaintiffs Elder and Ramos were deposed by Facebook, and Ms. Scola’s deposition was set for the same  
20 week the parties agreed to stay the case. (Elder Decl. at ¶5; Ramos Decl. at ¶5; Scola Decl. at ¶9.)

21                   **3. Settlement Class Counsel have Extensive Class Action Experience**

22           This Settlement was achieved by the diligent, resourceful, and creative efforts of two  
23 distinguished law firms and guided by two seasoned lawyers—Steven N. Williams and Daniel  
24 Charest—who have decades of successful litigation experience. (*See* Williams Decl. at ¶3.) “The  
25 prosecution and management of a complex . . . class action requires unique legal skills and abilities.”  
26 (*In re Omnivision Technologies, Inc.* (N.D. Cal. 2008) 559 F.Supp.2d 1036, 1047, citation omitted.)  
27 Settlement Class Counsel evidenced those unique skills through their effective prosecution of this  
28 case and the tactical litigation decisions and negotiations that led to this Settlement.



1 Class Members using a sliding scale of payment. (Williams Decl. at ¶20.) By design, some Class  
2 Members will receive more, and some will receive less, depending on their diagnoses and claims. For  
3 Class Members seeking Medical Treatment Payments and Other Damages Payments, there are two  
4 variables that affect the amount of the Settlement Fund remaining for disbursement of these payments:  
5 the take rate and the prevalence rate. (*Id.*) The amount of the Settlement Fund available to Class  
6 Members that qualify for the Medical Treatment Payment depends on the take rate of the Initial  
7 Payment, as well as the prevalence rate for each of the Qualifying Diagnoses. (*Id.*) Similarly, the size of  
8 the Settlement Fund available to Class Members that qualify for the Other Damages Payment depends  
9 on the take rate of the Initial Payment, the take rate and prevalence rate for Class Members seeking a  
10 Medical Treatment Payment, and the take rate and prevalence rate for Class Members seeking an Other  
11 Damages Payment. (*See generally Id.*, Exs. 8-10.)

12 This Plan of Allocation is thoughtfully designed to provide greater relief to Class Members  
13 experiencing more severe harm. To demonstrate that the Settlement Fund will be sufficient to  
14 compensate Class Members, Plaintiffs ran three models with various take rates and prevalence rates  
15 using the Class size. (Williams Decl. at ¶24; *id.*, Exs. 8-10.) Under each scenario, all Class Members  
16 would receive Initial Payments, Class Members claiming Medical Treatment Payments would receive  
17 the maximum amount of Medical Treatment Payments provided under the Settlement, and there will  
18 still be a multi-million dollar residual for Other Damages Payments. (*Id.* at ¶24.)

19 Class Members who submit a valid claim for Other Damages Payments will have the ability to see  
20 what amount they will receive through that payment before they decide whether to release their Other  
21 Damages claims. (*Id.* at ¶19.) Class Members who choose not to accept an Other Damages Payment will  
22 retain their right to bring their claims for Other Damages against Facebook in a streamlined arbitration  
23 where any award will be determined by a neutral arbitrator. (*Id.*) This ensures that Class Members are  
24 provided a choice: accept the benefits of the Other Damages Payment, or pursue their own course for  
25 remedies.

26 In addition to the monetary compensation to the Class, Facebook agreed to implement significant  
27 business practices enhancements (*see supra* § III)—a form of injunctive relief that Plaintiffs' Expert  
28

1 valued at \$34,200,000. (Watson Decl. at ¶17.) This injunctive relief provides demonstrable benefits to  
2 current and future Content Moderators.

3 The Settlement provides substantial benefits to the Settlement Class on its own terms, but even  
4 more so when measured against the costs, risks, and length of trial and appeal. In assessing the propriety  
5 of a settlement, any possible recovery should be “discounted by the risks and expenses of attempting to  
6 establish and collect on those claims by pursuing the litigation.” (*Kullar, supra*, 168 Cal. App.4th at  
7 129.) Consideration of the costs, risks, and length of ongoing discovery, motion practice, a trial, post-trial  
8 proceedings, and subsequent appeal further confirms that the Settlement is well within the appropriate  
9 range for approval. With respect to the risk aspect, it is useful to note that a similar case, which was filed  
10 after this action and modeled from the pleadings in this case, was recently dismissed by a federal court  
11 in Florida. (*See Garrett-Alfred v. Facebook, Inc.*, (M.D. Fla. May 14, 2021) No. 8:20-cv-00585-KKM-  
12 CPT, 2021 WL 1946699, at \*9 [slip copy] [noting that, with the order, “the Defendants have now  
13 secured a dismissal with prejudice of all the claims”].) The *Garrett-Alfred* result not only underscores  
14 the risks faced by Plaintiffs and the Class in this action but also highlights the excellent result obtained  
15 in the Settlement. Indeed, the only viable path to recovery for Class Members appears to be approval of  
16 this Settlement.

17 The Settlement provides value by securing immediate relief that otherwise would not have  
18 been available for years, if ever. (*See Sykes v. Harris* (S.D.N.Y. May 24, 2016) No. 09 Civ. 8486 (DC),  
19 2016 WL 3030156, at \*1, internal citation omitted [“[M]uch of the value of a settlement lies in the  
20 ability to make funds available promptly.”]; *In re Am. Bank Note Holographics, Inc.* (S.D.N.Y. 2001)  
21 127 F. Supp. 2d 418, 425 [“Settlement also confers an immediate benefit. . . . Add on time for a trial  
22 and appeals, and the class would have seen no recovery for years. Settlement Class Counsel properly  
23 considered this factor as well.”].) The relative speed of the proposed relief, as compared to the  
24 estimated time to take this case to trial and through appeal, is especially important in a case involving  
25 mental health and well-being, made all the more important given the ongoing COVID-19 pandemic  
26 and economic depression and social isolation many Class Members – like all of society -- have faced.  
27  
28

1 Furthermore, Plaintiffs faced considerable risks bringing this case to trial and appeals. This  
2 case asserts a novel legal theory—few cases have sought a medical monitoring fund for trauma  
3 allegedly caused by viewing toxic content on the internet. Plaintiffs faced novel applications of the  
4 law at every turn, and a judgment in their favor was far from certain.

5 **VI. PLAINTIFFS’ REQUEST FOR ATTORNEYS’ FEES AND REIMBURSEMENT OF**  
6 **LITIGATION COSTS IS REASONABLE**

7 Settlement Class Counsel request the same fee award, reimbursement of expenses, and service  
8 awards as was requested in Plaintiffs’ Motion for Attorneys’ Fees, Reimbursement of Costs, and Service  
9 Awards Class Counsel (“Motion for Attorneys’ Fees”), filed October 9, 2020. Settlement Class  
10 Counsel seek an attorneys’ fee award of \$15,600,000, which is thirty-percent (30%) of the \$52,000,000  
11 monetary component of the Settlement Fund. (Mtn. for Attorneys’ Fees, p. 11.) and 18% of the  
12 Settlement’s value when the value of the workplace changes agreed to by Facebook are included. Class  
13 Counsel also seek reimbursement of out-of-pocket expenses of \$180,881.06. (Williams Decl. at ¶31.)  
14 Class Counsel have invested a collective lodestar of \$3,901,860 worth of time over the course of this  
15 litigation. (*Id.*) Using the current lodestar, the requested fee represents a modest multiplier of just less  
16 than four times the lodestar. This multiplier is even more reasonable in light of the considerable amount  
17 of additional work Settlement Class Counsel has performed since Plaintiffs moved for final approval of  
18 the Settlement in November, 2020. (*See* Williams Decl. at ¶32.) This additional work consisted of  
19 ensuring that proper notice was given, analysis of the reports provided to the Settlement Administrator,  
20 additional motion briefing to request approval of the Supplemental Notice Program, supervision of the  
21 notice process and communications with Class Members that will carry on for years. (*Id.*)

22 As set forth more fully in the Motion for Attorneys’ Fees and the Supplemental Declaration of  
23 Steven N. Williams in Support of Final Approval of Settlement originally filed on November 24, 2021,  
24 the requested fee is fair, reasonable, and appropriate in light of all relevant factors, in particular the  
25 extraordinary relief obtained for class members and the unprecedented nature of the claims.

1 **VII. THE REQUEST OF CLASS REPRESENTATIVE SERVICE AWARDS IS FAIR AND**  
2 **REASONABLE**

3 The Settlement provides for service awards to Class Representatives, subject to the Court’s  
4 approval, in recognition of their efforts and work in prosecuting the class action. Settlement Class  
5 Counsel request Class Representative service awards in the following amounts: \$20,000 for Ms. Scola,  
6 Ms. Elder, and Mr. Ramos and \$7,500 for Allison Trebacz, Jessica Swarner, Gregory Shulman, April  
7 Hutchins, and Konica Ritchie.<sup>10</sup>

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 have fulfilled that obligation. Each of the Class Representatives exposed themselves to  
12 potential 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

25 \_\_\_\_\_  
26 <sup>10</sup> The Class Representatives documented their contributions in Declarations. (*See* Scola Decl.; Ramos Decl.;  
27 Elder 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 ¶33.)

1 Facebook.” (Ramos Decl. at ¶10.) Ms. Elder made the following observation regarding her involvement:  
2 “It was terrifying to consider what the consequences could be if I chose to speak up against one of the  
3 most powerful companies in the world. Ultimately, I felt it was a duty to do so for the sake of supporting  
4 thousands of other moderators.” (Elder Decl. at ¶10.)

5 Ms. Scola, Ms. Elder, and Mr. Ramos actively represented the Settlement Class by (a) regularly  
6 consulting with Settlement Class Counsel through written communications, telephone calls, and several  
7 in-person meetings; (b) reviewing documents filed by their attorneys and various orders entered by the  
8 Court; (c) producing documents to the defendant; (d) preparing for and/or providing deposition  
9 testimony; (e) providing input regarding litigation and settlement strategy; (f) appearing in-person for a  
10 day-long mediation session; (g) discussing the parameters for an appropriate resolution of the case and  
11 ultimately agreeing to the proposed Settlement; and (h) staying in communication with Class Members  
12 and Settlement Class Counsel throughout the notice period to insure that accurate information was  
13 disseminated to the Class. Ms. Elder and Mr. Ramos were deposed by Facebook. All told, in fulfilling  
14 these obligations, Ms. Scola spent approximately 125 hours of her time, Ms. Elder spent approximately  
15 75 hours, and Mr. Ramos spent approximately 87 hours. (*See* Scola Decl. at ¶9; Ramos Decl. at ¶5; Elder  
16 Decl. at ¶5.)

## 17 **VIII. CONCLUSION**

18 The original notice program and the Supplemental Notice Program have been implemented, and  
19 the overall reaction to the Settlement has been positive. Only one Class Member objected. There is no  
20 reason for the Court to disapprove the Settlement. For all the reasons set forth above, Plaintiffs  
21 respectfully request that the Court grant the Settlement final approval.

23 Dated: June 4, 2021

Respectfully Submitted,

24 /s/ Steven N. Williams

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26 Steven N. Williams (State Bar No. 175489)

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***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,**  
 individually and on behalf of all others similarly  
 situated,

*Plaintiffs,*

v.

**FACEBOOK, INC.,**

*Defendant.*

Civil Action No. 18CIV05135

**DECLARATION OF STEVEN N.**  
**WILLIAMS 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

2<sup>nd</sup> Amended Complaint Filed: June 30, 2020

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

1. I am a partner of the Joseph Saveri Law Firm, LLP, one of Plaintiffs’ Counsel of record.  
 Our firm is one of the Court-appointed Settlement Class Counsel. I am a member in good standing of  
 the State Bar of California. I submit this Declaration in Support of Plaintiffs’ Renewed Motion for Final  
 Approval of Settlement (“Plaintiffs’ Motion”) related to Plaintiffs’ settlement with Defendant

1 Facebook, Inc. (“Facebook”). I am over 18 years of age, and I have personal knowledge of the facts  
2 stated in this Declaration. If called as 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 Plan of Distribution (collectively, the “Settlement”), previously submitted to the Court on May 8,  
5 2020.

6 3. I have been in private practice since 1992. During that time, I have represented parties in  
7 many types of cases. My cases are predominantly complex litigation and class actions representing  
8 individuals, consumers and businesses claiming that they were harmed by the conduct of another. I have  
9 practiced in the San Francisco Bay Area since 1996, and have been a leader in cases involving evolving  
10 products and technologies including groundbreaking cases involving Microsoft, Apple Computer,  
11 America Online, Qualcomm, and many other companies at the forefront of technological advances and  
12 societal change. I have also worked on many cases involving human exposure to harmful substances, and  
13 claims for medical monitoring such as those which were asserted on a class-wide basis in this case.

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

25 5. Counsel built upon the medical monitoring remedy established in *Potter v. Firestone Tire*  
26 *& Rubber Co.* (1993) 6 Cal.4th 965 as a theory of relief, seeking to establish a fund to evaluate and treat  
27 those at increased risk for PTSD or related injuries as a result of their work as content moderators. This,  
28

1 in addition to the safeguards put in place, were the heart of the relief that we sought to obtain for the  
2 Class.

3 6. Over the course of the litigation, the parties engaged in extensive discovery. Settlement  
4 Class Counsel drafted and propounded interrogatories and requests for production and fought  
5 vigorously to ensure that Facebook complied with those requests. The parties engaged in Court-ordered  
6 in person meet-and-confer sessions which included Facebook personnel and ESI consultants. This  
7 effort eventually resulted in Facebook producing over 450,000 pages of discovery, which Settlement  
8 Class Counsel carefully reviewed. Settlement Class Counsel also drafted and served responses to  
9 Facebook's written discovery and engaged in a substantial meet-and-confer process on the responses.  
10 Throughout that process, Settlement Class Counsel gathered, reviewed, and produced documents in  
11 response to Facebook's discovery requests. In addition, Class Counsel deposed Facebook Vice  
12 President of Operations Ellen Silver. At the time that the parties entered into a stay to pursue  
13 resolution, Plaintiffs had raised and were prepared to pursue discovery issues with the Court including  
14 requests for the depositions of Facebook Executives Mark Zuckerberg and Sheryl Sandberg.

15 7. Facebook deposed Plaintiffs Erin Elder and Gabriel Ramos, and Plaintiff Selena Scola's  
16 deposition was scheduled when the parties agreed to mediation.

17 8. Attached hereto as **Exhibit 2** is a true and correct copy of the Declaration of Selena  
18 Scola in Support of Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Costs, and Service  
19 Awards, previously submitted to this Court on October 9, 2020.

20 9. Attached hereto as **Exhibit 3** is a true and correct copy of the Declaration of Gabriel  
21 Ramos in Support of Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Costs, and Service  
22 Awards, previously submitted to this Court on October 9, 2020.

23 10. Attached hereto as **Exhibit 4** is a true and correct copy of the Declaration of Erin Elder  
24 in Support of Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Costs, and Service Awards,  
25 previously submitted to this Court on October 9, 2020.

26 11. The parties also engaged in extensive motion practice and discovery briefing. Facebook  
27 filed a motion to compel discovery and a motion for judgment on the pleadings. Both motions were fully  
28 briefed and ripe for adjudication. The motion for judgment on the pleadings, if granted, could have

1 resulted in dismissal of Plaintiffs' class claims and three of their four causes of action. The parties also  
2 submitted twelve discovery letter briefs that concerned disputes over custodians, search terms, requests  
3 for production of documents and the scope of discovery. Many of these issues were ripe for adjudication  
4 at the time the parties agreed to discuss resolution.

5 12. Just before the hearings on the motions and discovery disputes, the parties agreed to stay  
6 the case and attempt to negotiate a settlement. Class Counsel engaged in three all-day mediation  
7 sessions over the course of four months in a process that was overseen by the Hon. Rebecca Westerfield  
8 (Ret.). Judge Westerfield is a JAMS mediator with significant experience resolving complex cases, as  
9 reflected in her Declaration in Support of Plaintiffs' Renewed Motion to Approve Supplemental Notice  
10 Program, a true and correct copy of which is attached hereto as **Exhibit 5**. Each mediation session was  
11 hard-fought and vigorously advocated, and the parties continued to work through the framework of a  
12 settlement in the period between each mediation session.

13 13. Settlement Class Counsel worked closely with their retained experts, both preeminent  
14 psychologists in the field of trauma-related injuries, as they developed an allocation and treatment plan  
15 that would best serve the Class.

16 14. Attached hereto as **Exhibit 6** is a true and correct copy of the Declaration of Sonya  
17 Norman, Ph.D., in Support of Plaintiffs' Motion for Attorneys' Fees, Reimbursements of Costs, and  
18 Service Awards, previously submitted to this Court on October 9, 2020.

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

22 16. Throughout the mediation process, Settlement Class Counsel were fully informed of the  
23 evidence supporting the Class's allegations, the estimated size of the putative class, and the scope of the  
24 potential injuries sustained by the Class Members when they negotiated the Settlement Agreement.

25 17. On February 7, 2020, at the end of the third full day of mediation, the parties reached an  
26 agreement in principle on the terms of a settlement. Over the weeks that followed, counsel for both  
27 parties engaged in further extensive negotiations before eventually agreeing to the Settlement.  
28

1           18.     Under the terms of the Settlement Agreement, Facebook will make a \$52 million  
2 payment to the Settlement Fund. The Settlement Fund will be distributed in three tranches. First, each  
3 Class Member is eligible for a \$1,000 Initial Payment that is intended to give Class Members the ability  
4 to pay for an appointment with a medical professional to see if they have a Qualifying Diagnosis. If a  
5 Class Member has a Qualifying Diagnosis,<sup>1</sup> they are eligible to participate in two additional payments:  
6 the Medical Treatment Payment and the Other Damages Payment. The Medical Treatment Payment  
7 was designed to be used to pay the treatment costs of Class Members with Qualifying Diagnoses,  
8 including appointments with medical professionals and medications. Neither party anticipates that all  
9 class members will have Qualifying Diagnoses.

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

21           20.     The Medical Treatment Payment and Other Damages Payment were designed to  
22 compensate Class Members using a sliding scale of payment. For Class Members seeking Medical  
23 Treatment Payments and Other Damages Payments, there are two variables that affect the amount of  
24 the Settlement Fund remaining for disbursement of these payments: The Prevalence Rate and the Take  
25 Rate.

---

27 <sup>1</sup> A Qualifying Diagnosis 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           21.     The Prevalence Rate refers to the percentage of Class Members that have a Qualifying  
2 Diagnoses and are therefore eligible to participate in the Medical Treatment Payments and Other  
3 Damages Payment.

4           22.     The Take Rate refers to the number of Class Members that participate in the Settlement  
5 Agreement by (i) accepting the \$1,000 Initial Payment, and/or (ii) receiving a Medical Treatment  
6 Payment, and/or (iii) receiving and accepting an Other Damages Payment.

7           23.     During mediation, the parties' best available estimate of the Class size was approximately  
8 13,000, and the parties anticipated that this number would increase to include individuals who became  
9 content moderators up through the date of preliminary approval. Class Counsel and Facebook had  
10 different views on what the Prevalence Rate and Take Rate would be. In reaching the Settlement  
11 Agreement, Class Counsel and Facebook did not agree on the Prevalence Rate or the Take Rate. To  
12 account for the various outcomes that could result from different Prevalence Rates and Take Rates,  
13 Class Counsel and Facebook provided for the possibility of Other Damages Payments and a cy pres  
14 distribution so that Facebook would be assured that no Class Member would receive a windfall and the  
15 Class would be assured that no unused funds would revert to Facebook but would instead be used for a  
16 salutary purpose in keeping with the purposes of the case.

17           24.     For demonstrative purposes, Class Counsel created a spreadsheet to test the amount  
18 remaining in the Settlement Fund using different Prevalence Rates and Take Rates with a Class size of  
19 14,822.<sup>2</sup> Printouts of the Excel file using various models (low, high, and mid-range) of Prevalence Rates  
20 and Take Rates are attached hereto as **Exhibits 8-10**. Under each scenario, all Class Members would  
21 receive Initial Payments, Class Members claiming Medical Treatment Payments would receive the  
22 maximum amount of Medical Treatment Payments provided under the Settlement Agreement, and  
23 there will still be a multi-million-dollar residual for Other Damages Payments.

24  
25  
26 <sup>2</sup> In Exhibits 2-4 to my Declaration in support of Plaintiffs' Renewed Notice of Motion and Motion to Approve  
27 Supplemental Notice Program, Plaintiffs used a Class Size of 14,713, reflecting the total number of non-  
28 duplicative Class Members' contact information Plaintiffs had received from Facebook's Vendors. That number  
has been slightly modified. (*see supra* ¶19.). Plaintiffs have revised the demonstrative exhibits to reflect this slight  
modification.

1           25.     The parties presented the Settlement to the Court and on August 14, 2020, following a  
2 hearing, the Court issued an Order granting preliminary approval of the Settlement (“Preliminary  
3 Approval Order”).

4           26.     Plaintiffs filed their original Motion for Final Approval of the Settlement on November 6,  
5 2020 and the Court held a hearing on November 20, 2020. On November 24, 2020, Plaintiffs filed  
6 corrected and amended documents as directed by the Court.

7           27.     The next day, on November 25, 2020, the Settlement Administrator informed Class  
8 Counsel of the possibility that certain Class Members had not received notice of the Settlement.  
9 Specifically, the Settlement Administrator explained to Class Counsel that it had received a new data file  
10 from one of Facebook’s vendors that contained the records for Class Members who had not been  
11 previously identified. Class Counsel promptly notified the Court of this development by e-mail on  
12 November 27, 2020 and undertook an extensive investigation. Through that investigation, Class  
13 Counsel determined that 5,419 Class Members had been omitted from the data files that certain  
14 Facebook Vendors provided to the Settlement Administrator and that these Class Members, therefore,  
15 had not received notice.

16           28.     After Class Counsel were confident that virtually all Class Members had been identified,  
17 Plaintiffs filed a Motion to Approve Supplemental Approval. In their motion, Plaintiffs identified 5,310  
18 Class Members who did not receive notice through the original notice program. That number has been  
19 slightly modified for two reasons. First, after the Renewed Motion to Approve Supplemental Notice  
20 Program was filed, one of Facebook’s vendors—PRO Unlimited—identified an additional 119 potential  
21 Class Members. The parties informed the Court of this development in their April 15, 2021 letter, a true  
22 and correct copy of which is attached hereto as **Exhibit 11**. Second, the total count of Class Members is  
23 subject to minor variation because the Settlement Administrator occasionally identifies duplicate entries  
24 for certain Class Members across lists provided by Facebook’s vendors. As duplicates are identified, the  
25 total number of Class Members is reduced.

26           29.     To further respond to issues raised by the Court in its Order to Show Cause, Plaintiffs  
27 filed a Renewed Motion to Approve Supplemental Notice Program on March 4, 2021. Specifically,  
28

1 Plaintiffs responded to the Court's question whether the Settlement Agreement was fair, adequate and  
2 reasonable given the size of the Class.

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

10 31. Class Counsel seek an attorneys' fee award of \$15,600,000, which is thirty percent (30%)  
11 of the \$52,000,000 monetary component of the Settlement Fund. Class Counsel also seek  
12 reimbursement of out-of-pocket expenses of \$180,881.06. Class Counsel have invested a collective  
13 lodestar of \$3,901,860 worth of time over the course of this litigation.

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

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

25 34. Attached hereto as **Exhibit 12** is a true and correct copy of the Corrected Declaration of  
26 Class Representative Allison Trebacz 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.<sup>1</sup>

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,

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<sup>1</sup> 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)  
Kevin E. Rayhill (SBN 267496)  
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Date: May 8, 2020

By: Daniel Charest

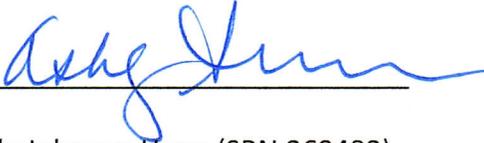
Daniel Charest (Admitted *pro hac vice*)  
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*Attorneys for Plaintiffs and the Proposed  
Settlement Class*

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

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By:   
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Erin Elder

Date: 5/15/2020

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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:   
7CE9047D09984ED...

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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-  Email viewed by april hutchins (gwagon813@gmail.com)  
2020-05-15 - 3:17:35 PM GMT- IP address: 66.102.8.119
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Signature Date: 2020-05-15 - 3:18:47 PM GMT - Time Source: server- IP address: 172.58.175.231
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# 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
-  Email viewed by Gregory Shulman (gregory.shulman@hotmail.com)  
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 - 3:39:03 PM GMT
-  Email viewed by Allison Trebacz (allison@trebacz.com)  
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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2020-05-15 - 3:41:04 PM GMT

# Scola - Settlement Agreement Class Rep Signatures - signed - signed - signed

Final Audit Report

2020-05-15

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By:	Hannah Lopez (hlopez@burnscharest.com)
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)
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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)  
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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:

<b>Tier</b>	<b>Treatment Payment Amount</b>
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

Electronically  
**FILED**

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

By /s/ Jacqueline Giuliacci  
Deputy Clerk

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 *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.<sup>1</sup> 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 <sup>1</sup> 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  
27  
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 3

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  
10 Facsimile: (415) 395-9940  
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 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

2<sup>nd</sup> 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.<sup>1</sup> 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 <sup>1</sup> 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 4

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  
10 Facsimile: (415) 395-9940  
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

2<sup>nd</sup> 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.<sup>1</sup> 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 <sup>1</sup> 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.

17  
18 By: Erin Elder  
19 Erin Elder  
20  
21  
22  
23  
24  
25  
26  
27  
28

# Exhibit 5

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)  
**JOSEPH SAVERI LAW FIRM, INC.**  
 4 601 California Street, Suite 1000  
 San Francisco, CA 94108  
 5 Telephone: (415) 500-6800  
 Facsimile: (415) 395-9940  
 6 jsaveri@saverilawfirm.com  
 swilliams@saverilawfirm.com  
 7 krayhill@saverilawfirm.com  
 kmalone@saverilawfirm.com  
 8 kquackenbush@saverilawfirm.com

Electronically  
**FILED**  
 by Superior Court of California, County of San Mateo  
 ON 3/4/2021  
 By /s/ Crystal Swords  
 Deputy Clerk

9 ***Settlement Class Counsel***

10 SUPERIOR COURT OF CALIFORNIA  
 11 COUNTY OF SAN MATEO  
 12

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

16 *Plaintiffs,*

17 v.

18 **FACEBOOK, INC.,**

19 *Defendant.*

Civil Action No. 18CIV05135

**DECLARATION OF HON. REBECCA WESTERFIELD  
 (RET. ) 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

2<sup>nd</sup> Amended Complaint Filed: June 30, 2020

22 I, Rebecca Westerfield, declare and state as follows,

23 1. I worked as a neutral with the parties to arrive at a settlement of this case, and submit  
 24 this declaration in that capacity. I have personal knowledge of the facts set forth herein. If called as a  
 25 witness, I could and would testify competently to them. This declaration is not intended to, and should  
 26 not be construed as, waiving the mediation privilege established by Cal. Evid. Code §§ 1115 et seq.  
 27  
 28

1 The parties to this mediation have jointly consented to the limited disclosures in this declaration  
2 pursuant to Cal. Evid. Code § 1118.

3 2. I am a mediator and arbitrator, independent contractor and founding member of JAMS,  
4 the largest provider of alternative dispute resolution services worldwide. I have been a full-time  
5 neutral at JAMS since 1992. From 1987-1992, I served as a judge in the Circuit Court of Jefferson  
6 County, Kentucky. My experience as a neutral includes mediating settlements in thousands of cases  
7 throughout the United States. I have extensive experience with complex, multi-party and multi-issue  
8 cases, including class actions. I currently serve on the ADR panel for the U.S. District Court for the  
9 Northern District of California. I was ranked in the 2020 edition of Chambers USA: America's Leading  
10 Lawyers for Business in the nationwide Mediators list. My curriculum vitae is attached as Exhibit A.

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

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

18 5. During the course of the negotiations, the parties used the best estimates available  
19 concerning the number of potential class members based upon information that Facebook received  
20 from its vendor partners. The best estimate of potential class members during the course of the  
21 mediation was approximately 13,000, though I note that the settlement agreement provided that the  
22 class would include those who became content moderators for Facebook's vendor partners up  
23 through the date of preliminary approval and therefore the parties anticipated that this number would  
24 increase.

25 6. I also note that no party thought that all class members would participate in the  
26 settlement, other than perhaps the \$1,000.00 payment that each class member can receive, and that  
27 the most hotly contested issues by the parties were (a) the participation rate of potential class  
28 members, and (b) the rate at which class members would be diagnosed with conditions that are

1 covered by the settlement. On both of these points, the parties’ estimates were very different;  
2 Plaintiffs anticipated much higher class participation and higher rates of diagnoses, while Facebook  
3 expected both of those numbers to be much lower.

4 7. The disputes over class participation rate and diagnoses rates were primarily resolved  
5 through the “other damages” payments and *cy pres* mechanism in the settlement agreement, which  
6 was intended to insure that any unclaimed funds would go first to those settlement class members  
7 who elected to submit a claim for “other damages” (in return for a release of their “other damages”  
8 claims, which otherwise would be retained) and second to a recipient that would further the goals of  
9 the case rather than revert to Facebook. This compromise provided a viable way for the parties to  
10 resolve their disputes over potential class participation rates and diagnoses rates, protecting against  
11 any plaintiff receiving a windfall payment and protecting the class against having the settlement fund  
12 revert to Facebook.

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

15 Dated: March 3,  
16 \_\_\_\_\_, 2021

By:

DocuSigned by:  
*Rebecca Westerfield*  
3D3BB0105A75403...

Rebecca Westerfield (Ret.)

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# Exhibit A



## Hon. Rebecca Westerfield (Ret.)

### Case Manager

Melissa Ornstil  
T: 415-774-2600  
F: 415-982-5287  
Two Embarcadero Center, Suite 1500, San Francisco, CA  
94111  
melissaornstil@jamsadr.com

Rebecca Westerfield is available to conduct cases virtually. JAMS is equipped to provide virtual ADR services on a variety of online platforms, including Zoom, Microsoft Teams, WebEx, and more.

## Biography

**Hon. Rebecca Westerfield (Ret.)** has settled and arbitrated thousands of domestic cases and cross-border disputes throughout the United States. A full-time JAMS panelist since 1992, Judge Westerfield is widely perceived as a tenacious mediator. She is included regularly on the "National Mediators" List, *Chambers USA* and she was noted as being at the "cutting edge of the field" by peers. Her extensive experience includes complex, multi-party, multi-issue cases with underlying insurance coverage disputes. She is particularly adept at dealing with matters that involve cross-cultural dynamics and high emotional content, such as business dissolutions, catastrophic personal injury litigation and family estate matters. Parties have included Fortune 500 companies and other publicly owned corporations, Silicon Valley entities and multinational corporations.

In arbitrations, Judge Westerfield is known for managing the process efficiently and fairly. Her managerial arbitration style provides parties with an opportunity to be fully heard while moving the process to conclusion.

Judge Westerfield was one of the first neutrals to begin using videoconference tools such as Zoom and other platforms to hear ADR matters virtually as needed for client and case needs. Hear her thoughts on the shift to virtual ADR and its success by listening to the JAMS podcast entitled "Virtual Mediation & Arbitration: The Benefits, Challenges and Attorney Reactions."

## ADR Experience and Qualifications

- Judge Westerfield's successful ADR practice includes both arbitration and mediation of accounting, financial markets, banking, business/commercial, civil rights, class action/mass tort, employment, entertainment, estates/probate/trusts, franchises, government public agencies, health care, insurance, personal injury, professional liability, real property and securities matters
- Continually recognized as an ADR leader in California and beyond by publications such as *Chambers USA Leading Lawyers for Business*, *The Recorder*, *The Daily Journal* and the *National Law Journal*
- Presenter on mediation and ADR-related topics in Europe and Asia as well as serving as an adjunct at the University of California, Berkeley, School of Law
- Elected as a Fellow in the College of Commercial Arbitrators
- Certified Mediator, International Mediation Institute

## Representative Matters

### Arbitration

- Business cases, including contract and licensing disputes
- Disputes relating to valuations in stock purchase agreements and earnout provisions
- Real estate matters, including those involving breach of fiduciary duties by boards of directors of homeowners' associations
- Professional fees disputes
- Professional malpractice disputes involving lawyers, accountants, doctors and psychiatrists, among others
- Employment disputes involving wrongful termination, discrimination, harassment and retaliation
- Health care disputes involving coverage, and payment and billing disputes among HMOs, insurance companies, physicians and hospital providers, as well as billing disputes between insurers and hospitals/providers
- Insurance coverage disputes
- Unsuitable investment and fraud claims
- Environmental remediation disputes
- Disputes between domestic and international companies arising from allegations of breach of contract, partnership, joint venture, shareholder and operations agreements
- International arbitrations using JAMS International Arbitration Rules as well as International Centre for Dispute Resolution (ICDR) matters

### Business and Commercial Disputes

- Social media content monitoring dispute
- Sole arbitrator of contract dispute relating to license agreement between Golden State Warriors and the Oakland-Alameda County Coliseum Authority. In this dispute between the basketball team and the arena, at issue was whether or not the team was required to continue to pay its bond obligation through 2027 given that they had announced they were moving to another stadium
- Variety of contractual and tort claims involving commercial business owners, including trade secrets, libel and slander, including Internet defamation, interference with contractual relations, as well as unfair competition claims under California Business and Professions Code § 17200
- Business disputes involving Fortune 500 companies and "family offices"
- Complicated software, technology and cloud computing breach of contract disputes including bitcoin transactions
- E-commerce contractual disputes involving payment service providers and businesses
- Social media network and Internet defamation cases
- Complex, multi-party, high-value disputes, including multi-million-dollar disputes arising out of casino developments on tribal lands
- Accounting and fraud disputes
- Franchise disputes
- Facilitated negotiation for sale of a closely held corporate manufacturer
- Software licensing agreement disputes
- Dissolution of business partnerships, joint ventures and closely held corporations
- Insurance coverage and payment disputes

- Lending disputes
- Trade secret disputes and IP counterfeiting disputes
- Unfair competition
- Breach of fiduciary duties
- Banking disputes regarding unauthorized account activity

### **Civil Rights**

- Title IX disputes
- Multiple class actions and individual matters involving ADA claims
- Cases involving the Brown Act, which guarantees the public's right to attend and participate in meetings of local legislative bodies
- Invasion of privacy cases involving mobile devices, cloud storage and retail technology outlets
- Housing accessibility case involving a major municipality
- Use of excessive force claims

### **Class Actions/Mass Tort**

- Multi-districts litigation (MDL) special discovery master product liability
- Allocation of settlement funds to individual claimants
- Wage and hour class actions
- Consumer cases involving mobile devices
- Consumer complaints against banks
- Product liability matters, including pharmaceutical and food-related torts
- Shareholder class actions
- TCPA and other privacy/data breach disputes
- ADA cases
- MDL antitrust litigation involving consumers in Illinois Brick non-repealer and repealer states

### **Employment**

- **Americans with Disabilities Act (ADA) Claims, Including Class Actions**
  - Class actions and individual matters involving ADA claims
- **Executive Breach of Contract Claims, Including Theft of Trade Secret and Employee Raiding**
  - Contract dispute involving allegations that the respondent company poached claimant's most successful and essential employees
  - Multiple cases involving alleged breaches of contracts with high-level executives and attendant stock valuation issues
  - Dissolution of closely held corporations and family businesses, including complex valuation issues
- **Discrimination Claims, Including Class Actions**
  - Multiple class actions and individual cases involving age, race, disability and gender discrimination claims
  - Disability discrimination cases involving issues such as failure to provide reasonable accommodations, and the relationship and discrepancies between payments under workers' compensation, long-term disability and Social Security Disability Insurance (SSDI)
  - Single case with 102 individual claims for race, sex and age discrimination brought after a massive reduction in force by a single defendant entity with multiple funding authorities, including governmental agencies
  - Cases involving California Fair Employment and Housing Act (FEHA) claims
  - Cases with claims of discrimination related to pregnancy and the Family and Medical Leave Act (FMLA)
- **ERISA**
  - Cases involving breach of fiduciary duty in the management of trust fund assets
  - Cases involving denial of long-term disability benefits
- **Financial Markets Employment Cases**
  - Executive termination cases involving the valuation of stock options
  - Wide range of employment matters in the investment banking industry, including hedge funds, banks and private equity and venture capital firms
- **International Business Employment Claims**
  - Multiple cases with international businesses involved in disputes with their U.S.-based employees, involving complex, cross-cultural issues

- **Sexual Harassment Claims, Including Class Actions**
  - Multiple sexual harassment and battery cases with issues regarding appropriate investigation, significant psychological injury and insurance coverage
  - Case involving sexual harassment claims with underlying breach of contract claims and insurance coverage issues
  - Cases involving sexual harassment claims against an international billionaire, professional athlete and media celebrity
- **Trade Secret, Noncompete and Nonsolicitation Disputes**
  - Employment disputes involving high-level executives accused of breaching noncompete and nonsolicitation contracts, theft of trade secrets and use of proprietary information
- **Wage and Hour Claims, Including Class Actions**
  - Multiple class actions and individual cases involving wage and hour claims, including the alleged misclassification of employees as exempt, the failure to provide meal and rest periods, the failure to distribute tips and service charges, travel time and off-the-clock work
- **Whistleblower Cases**
  - Whistleblower claims in the health care industry
  - Employment disputes involving Sarbanes–Oxley Act whistleblower claims
- **Wrongful Termination Claims**
  - Wrongful termination matters where special considerations were made for parties in bankruptcy
  - Wrongful termination claims relating to accounting malpractice, such as failure to follow GAAP or Sarbanes–Oxley Act claims

## **Estates and Probates**

- Contentious dispute between co-trustees
- Disputes between children of the deceased parents and living step-parents over division and handling of the trust and estate
- Contentious division of family estate valued in excess of \$100 million (complex tax and valuation issues)
- Matters involving disputes over value of real estate and stock in the trust, as well as buyouts of ongoing business
- Series of sensitive family disputes over a trust involving sexual abuse allegations against the administrator of the estate, as well as a separate dispute involving a Marvin contract
- Case involving split of assets when a relationship ended between a couple that owned high-profile and successful business

## **Healthcare**

- Dispute involving claim where insurer underpaid or failed to pay for services provided by hospital's professional and ancillary providers
- Qui tam/False Claims Act case involving relator, government and the business
- Employee-raiding dispute involving health care provider and allegations that the respondent company poached claimant's most successful and essential employees
- Arbitrated and mediated contract disputes between health care providers and insurers
- Arbitrated and mediated cases involving coverage and payment disputes between HMOs
- Handled cases involving insurance companies, physicians and providers
- Case involving allegations of improper capitation recoupments and underpayments by insurance company for contracted capitated health care services provided to the insurance company members by a health care system; allegations included unfair and unlawful business practices
- Contractual disputes between a medical billing service provider and medical provider client
- Payor/provider billing disputes
- Arbitrated and mediated cases handling health care employment issues, including practice dissolutions and high-level doctor and hospital severance agreements
- Arbitrated contract dispute between hospital and not-for-profit health network

## **Insurance**

- **Attorneys' Fees**
  - Billing disputes involving Cumis counsel fees
  - Issues as to amount and allocation of defense costs among multiple insurers
- **Bad Faith**
  - Claims for failure to settle
  - Doctors groups claiming insurer failed to provide coverage
  - Numerous claims involving failure to provide indemnity coverage under particular policy language
- **Coverage**
  - Environmental litigation: application of pollution exclusion and triggers to multiple policies
  - Served as special master in determining the meaning of "action in controversy"
- **Indemnity and Contribution**
  - Allocation among multiple insurers, e.g., mold claims, environmental claims, product liability and landlord-tenant
  - Claims regarding construction defects
  - Dealing with special statutory issues involving California Insurance Guarantee Association (CIGA)
  - Disputes regarding application policy periods
- **Subrogation**
  - Multi-million-dollar claim involving multiple carriers against a third party as a result of fire loss incurred by two condominium associations
  - Numerous claims arising out of fires, thefts, vandalism and construction defects

## **International**

- Mediations involving international laws in countries including Turkey and Dubai
- Cases involving the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards
- Multiple contract disputes with various European and Asian manufacturers and suppliers
- Claims over Central American energy sources
- Disputes among Asian partnerships
- Claim for fire loss/damage to a high-technology product stored in a warehouse in India, involving foreign law and insurance subrogation issues
- Arbitration involving business disputes in Eastern Europe

## **Personal Injury/Torts**

- Cases involving the deaths of or permanent injury to children
- Multiple cases arising from the deaths of elder people during care at nursing facilities
- Auto and public transportation fatalities
- Multiple wrongful death and permanent personal injury cases arising out of maritime accidents occurring between boats, on ferries and on cruise ships.
- Loss of limbs at an amusement park
- Injuries resulting from alleged use of excessive force in policing actions
- Wrongful death claims involving machine product liability
- Cases involving burn injuries and disfigurement
- Death due to scalding on construction site
- Death due to toxic exposure on the high seas
- Fatality due to dog mauling
- Industrial machinery product liability claim involving wrongful death
- Medical malpractice claims involving wrongful death and permanent injury
- Numerous cases involving multiple severely injured parties in a single occurrence and limited insurance coverage
- Quadriplegia as a result of a sailing accident

## **Professional Liability**

- **Accounting Malpractice**
  - Failure to advise properly on the Alternative Minimum Tax effect
  - Failure to discern fraud upon independent audit
  - Failure to file proper tax returns for a multi-million-dollar estate
  - Failure to provide appropriate advice on the exercise of stock options
- **Legal Malpractice**
  - Underlying cases have involved antitrust matters, probate and estate issues, personal injury claims, contract disputes, business transactions, financial restrictions and closing documents
- **Medical and Dental Malpractice**
  - Cases involving the elderly with attendant elder abuse statutory claims
  - Death of a child resulting from extubation
  - Failure to diagnose
  - Permanent brain injury to a child during delivery
  - Surgical procedures resulting in death and permanent injuries
  - Chiropractic and acupuncture malpractice
  - Understaffing of elder care facilities
- **Psychiatric Malpractice**
  - Inappropriate treatment
  - Sexual assault claims
  - Violation of boundaries between health care provider and patient

## Real Estate

- **Construction Defects**
  - Claims involving subdivisions and large condominium complexes as well as single-family dwellings
- **Easement/Boundary Line**
  - Matters involving neighbors, governmental entities and utility companies
- **Environmental**
  - Failure to disclose existence of a Superfund site next to new subdivision development
  - \$40 million dispute regarding allocation of remedial costs for groundwater contamination
- **Fire Loss**
  - Residential and commercial fire loss claims; third-party and subrogation claims as a result of fire damage to commercial buildings, condominiums and single-family residences, and attendant complex insurance issues
- **Landlord-Tenant (Commercial and Residential)**
  - High-profile landlord-tenant matters involving successful Bay Area entrepreneurs
  - Disputes involving owner-landlord's condominium conversion in San Francisco; Ellis Act/unlawful detainer and tenant's cross-complaint
  - Disputes regarding tenant improvements of commercial property
  - Numerous claims regarding warranty of habitability
  - Numerous rent control ordinance wrongful evictions per alleged pretextual owner move-in; Ellis Act
  - Premises liability issues involving death and permanent injuries
  - Retaliation claims under rent statutes
- **Mold**
  - Multiple claims involving mold remediation and personal injury and insurance issues
- **Real Estate Transactions**
  - Claims regarding concealment and nondisclosure of defects, lack of building permits and code compliance, zoning and other land use controls, neighborhood problems and other matters involved in the purchase and sale of residential properties, including claims presented against sellers, brokers, agents and whole house, pest and other inspectors
  - Multi-million-dollar casino development on tribal lands
  - Professional malpractice of realtors
  - Shopping mall commercial lease dispute
  - Arbitration determining fair market value of minimum rent under commercial lease option to extend

## Securities/Banking

- Backdated stock options disputes
- Breach of fiduciary duties
- Brokerage firm's failure to supervise
- Employment disputes in the securities industry, including discrimination (sex, race and age); sexual harassment; and wrongful termination/breach of contract
- Legal malpractice involving under-securitization
- Matters involving brokerage firms, hedge funds and financial advisors
- Misrepresentation/fraud claims pursuant to SEC Rule 10b-5
- Suitability of investments
- Unauthorized transactions and trading
- Fraud

## Sports and Entertainment

- Sole arbitrator of contract dispute relating to license agreement between Golden State Warriors and the Oakland-Alameda County Coliseum Authority. In this dispute between the basketball team and the arena, at issue was whether or not the team was required to continue to pay its bond obligation through 2027 given that they had announced they were moving to another stadium
- Real estate contract and licensing agreement dispute involving professional sports team
- Accounting issues arising from film distribution agreement
- Catastrophic permanent injuries involving amusement parks
- Claims of sexual harassment by well-known professional athletes and media celebrities
- Copyright claims involved with popular media application
- Libel of well-known publisher by financial magazine
- Licensing of popular television series
- Personal injuries in amateur sports
- Dispute over production of multi-million-dollar, high-tech event for a client in the Middle East
- Sale of casino under Nevada state law
- Stock purchase agreement involving sale of DVD distribution company and earnout provisions
- Tribal dispute over casino development

## Honors, Memberships, and Professional Activities

*Completed Virtual ADR training conducted by the JAMS Institute, the training arm of JAMS.*

### Select Honors Received

- Elected Fellow, College of Commercial Arbitrators
- Recognized as "Lawyer of the Year" in Mediation, Best Lawyers, 2021
- Included on the "National Mediators" List, *Chambers USA*, 2019-2020
- Recognized, Mediation, *Who's Who Legal: California*, 2019
- Recognized as an "ADR Champion," *National Law Journal*, 2016, 2018
- Certified Mediator, International Mediation Institute, 2017
- "Top Master," *Daily Journal* Top California Neutrals List, 2013
- "Top California Neutral," *Daily Journal*, 2002–2012 (from the inception of the recognition to its conclusion)
- Best Lawyer, Alternative Dispute Resolution Category, *Best Lawyers in America*, 2008–2018, and *Northern California Super Lawyer*, 2008, 2010–2019
- Best Lawyer in the Bay Area, *San Francisco Business Times*, 2009
- One of the Top Three Best Neutrals in the Bay Area, *The Recorder*, 2007
- One of the 500 Leading Judges in America, *Lawdragon* magazine, 2006
- Distinguished Mediator of the Year, San Francisco Trial Lawyers Association, 2003
- One of the Top 10 Mediators in the Bay Area, *The Recorder*, 2002

## Select Memberships and Leadership Positions

- Active Member, State Bar of California
- Member, ArbitralWomen, 2019
- Advisor; Center for Advanced Mediation Practice; Bangalore, India; 2018
- Member, Advisory Council to the ABA International Human Rights Center, 2011–2014
- Member, Advisory Board University of California, Berkeley, School of Law, Human Rights Center, 2009–present
- Member, National Association of Women Judges, International Association of Women Judges, ABA Women in Dispute Resolution Committee
- Member, International Academy of Trial Judges, Northern California International Arbitration Committee
- Chair, International Human Rights Committee, The Bar Association of San Francisco, 2009–2011
- Member, American Bar Association House of Delegates, 1987–1991, 1996–2008
- Board of Directors, The Bar Association of San Francisco, 1994–1997
- Chair, American Bar Association Section on Individual Rights and Responsibilities (now Section of Civil Rights and Social Justice), 1994–1995

## Select Speaking Engagements and Publications

- Presenter, Implicit Bias and Systemic Injustice, Weinstein International Foundation, July 2020
- Presenter, Preventing Corporate Meltdowns: Mediating Disputes to Reach Timely Settlements, Epromasters.com, Singapore, August 2020
- Presenter, Mediation, University of Southern California Gould School of Law School, 2018
- Co-Chair, Global Pound Conference, International Mediation Institute (Northern California), 2016–2017
- Presenter; USA/Italy Dialogue on Judicial Reform: Alternative Dispute Resolution; Rome, Italy; 2016
- Presenter, USC/JAMS Arbitration Institute Symposium: Advanced Arbitration Academy, Los Angeles, 2016
- Presenter; Admont International Summer School on Business Mediation; Admont, Austria; 2006, 2010, 2012, 2014, 2016
- Presenter; Bangalore Chamber of Commerce, Conclave on Alternative Dispute Resolution; Bangalore, India; 2016
- Presenter; ABA Asia Pacific International Mediation Summit; New Delhi, India; 2015
- Presenter; Private Commercial Mediation Conclave; Bangalore, India; 2015
- Trainer, ADR for Supreme Court of India (Delhi), High Court of Bangalore, 2013
- Participant, International Human Rights Summer School, New College at the University of Oxford, 2004
- Co-authored the ADR chapter of CEB's *Wrongful Termination Practice 2ed.* (1997)
- Adjunct Professor, University of California, Berkeley, School of Law
- Lecturer, Stanford Law School
- "Enduring Optimism," ADR Profile, *Daily Journal*, June 28, 2013

## Background and Education

- Appointed Judge; Circuit Court of Jefferson County, Kentucky (court of general jurisdiction); 1987–1992
- Admitted to Bar of United States Supreme Court and Sixth and Ninth Circuit Courts of Appeals
- M.A., Stanford University, 2008
- J.D., University of Kentucky, 1975 (Law Journal, National Moot Court Team)
- B.A., University of Kentucky, with distinction, 1972
- Serves on ADR panel for the U.S. District Court of the Northern District of California

## Disclaimer

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# Exhibit 6

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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]

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1 experiencing repeated or extreme exposure to aversive details of the traumatic event(s) . . . .”<sup>1</sup> 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.<sup>2</sup>

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 <sup>1</sup> Am. Psychiatric Ass’n, *Diagnostic and Statistical Manual of Mental Disorders* 271 (5th ed. 2013)  
(emphasis added).

<sup>2</sup> *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.

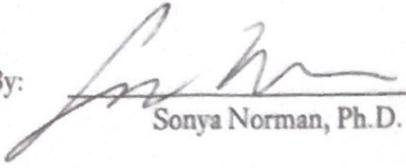
15           13. The Settlement Agreement also provides for payments for "other damages," which I  
16 understand can include payments for pain and suffering. Based on my research and clinical experience  
17 working with people suffering from PTSD and related disorders, I am aware of the intense suffering  
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.

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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 7

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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.

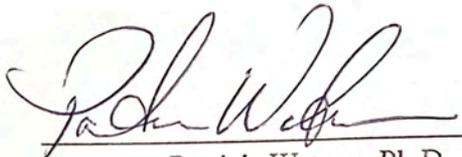
15 17. While conducting my research for Plaintiffs, I estimated the cost of providing on-site  
16 clinicians sufficient to provide counseling for all content moderators. I estimated that in light of all the  
17 demands on the clinicians' time, including conducting intake interviews, monthly group wellness  
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 8

**Scola Allocation Analysis (Low Rates)**

Variable Inputs	
T1 Prevalence	2.00%
T2 Prevalence	2.00%
T3 Prevalence	20.00%
T4 Prevalence	3.00%
Treatment Take Rate	34.00%
Other Damages Take Rate	100.00%

Fixed Inputs	
Class Size	14,822
Fund	\$ 52,000,000
Fees & Admin	\$ 17,000,000
Screening Payment	\$ 1,000
Tier 1 Cost	\$ 6,000
Tier 2 Cost	\$ 3,000
Tier 3 Cost	\$ 4,400
Tier 4 Cost	\$ 1,600
Group A Cap	\$ 50,000
Group B Cap	\$ 16,667
Group C Cap	\$ 8,333
Group D Cap	\$ 4,167

Treatment Cost Analysis	
Tier 1 Members	296
Tier 1 Cost	\$ 1,778,640
Tier 2 Members	296
Tier 2 Cost	\$ 889,320
Tier 3 Members	2,964
Tier 3 Cost	\$ 13,043,360
Tier 4 Members	445
Tier 4 Cost	\$ 711,456
Treatment Members	4,002
Treatment Cost	\$ 16,422,776
Treatment Taken	1,361
Treatment Payment	\$ 5,583,744

Other Damages Analysis	
OD Potential Members	1,361
OD Actual Members	1,361
OD Actual Members per Class	340
OD Single Share ("X")	\$ 2,258
Class A Each--No Cap	\$ 27,097
Class B Each--No Cap	\$ 9,032
Class C Each--No Cap	\$ 4,516
Class D Each--No Cap	\$ 2,258
Class A Each--With Cap	\$ 27,097
Class B Each--With Cap	\$ 9,032
Class C Each--With Cap	\$ 4,516
Class D Each--With Cap	\$ 2,258
Class A Cost	\$ 9,217,425
Class B Cost	\$ 3,072,475
Class C Cost	\$ 1,536,237
Class D Cost	\$ 768,119
Other Damages Payment	\$ 14,594,256

Outputs	
Funds for Class	\$ 35,000,000
Screening Payment	\$ 14,822,000
Funds for Treatment	\$ 20,178,000
Treatment Payment	\$ 5,583,744
Funds for Other Damages	\$ 14,594,256
Other Damages Payment	\$ 14,594,256
Funds for Residual/Cy Pres	\$ -

# Exhibit 9

**Scola Allocation Analysis (Averaged Rates)**

Variable Inputs	
T1 Prevalence	10.90%
T2 Prevalence	4.35%
T3 Prevalence	19.50%
T4 Prevalence	4.50%
Treatment Take Rate	42.00%
Other Damages Take Rate	75.00%

Fixed Inputs	
Class Size	14,822
Fund	\$ 52,000,000
Fees & Admin	\$ 17,000,000
Screening Payment	\$ 1,000
Tier 1 Cost	\$ 6,000
Tier 2 Cost	\$ 3,000
Tier 3 Cost	\$ 4,400
Tier 4 Cost	\$ 1,600
Group A Cap	\$ 50,000
Group B Cap	\$ 16,667
Group C Cap	\$ 8,333
Group D Cap	\$ 4,167

Treatment Cost Analysis	
Tier 1 Members	1,616
Tier 1 Cost	\$ 9,693,588
Tier 2 Members	645
Tier 2 Cost	\$ 1,934,271
Tier 3 Members	2,890
Tier 3 Cost	\$ 12,717,276
Tier 4 Members	667
Tier 4 Cost	\$ 1,067,184
Treatment Members	5,818
Treatment Cost	\$ 25,412,319
Treatment Taken	2,443
Treatment Payment	\$ 10,673,174

Other Damages Analysis	
OD Potential Members	2,443
OD Actual Members	1,833
OD Actual Members per Class	458
OD Single Share ("X")	\$ 1,092
Class A Each--No Cap	\$ 13,103
Class B Each--No Cap	\$ 4,368
Class C Each--No Cap	\$ 2,184
Class D Each--No Cap	\$ 1,092
Class A Each--With Cap	\$ 13,103
Class B Each--With Cap	\$ 4,368
Class C Each--With Cap	\$ 2,184
Class D Each--With Cap	\$ 1,092
Class A Cost	\$ 6,003,048
Class B Cost	\$ 2,001,016
Class C Cost	\$ 1,000,508
Class D Cost	\$ 500,254
Other Damages Payment	\$ 9,504,826

Outputs	
Funds for Class	\$ 35,000,000
Screening Payment	\$ 14,822,000
Funds for Treatment	\$ 20,178,000
Treatment Payment	\$ 10,673,174
Funds for Other Damages	\$ 9,504,826
Other Damages Payment	\$ 9,504,826
Funds for Residual/Cy Pres	\$ -

# Exhibit 10

**Scola Allocation Analysis (High Rates)**

Variable Inputs	
T1 Prevalence	19.80%
T2 Prevalence	6.70%
T3 Prevalence	19.00%
T4 Prevalence	6.00%
Treatment Take Rate	50.00%
Other Damages Take Rate	50.00%

Fixed Inputs	
Class Size	14,822
Fund	\$ 52,000,000
Fees & Admin	\$ 17,000,000
Screening Payment	\$ 1,000
Tier 1 Cost	\$ 6,000
Tier 2 Cost	\$ 3,000
Tier 3 Cost	\$ 4,400
Tier 4 Cost	\$ 1,600
Group A Cap	\$ 50,000
Group B Cap	\$ 16,667
Group C Cap	\$ 8,333
Group D Cap	\$ 4,167

Treatment Cost Analysis	
Tier 1 Members	2,935
Tier 1 Cost	\$ 17,608,536
Tier 2 Members	993
Tier 2 Cost	\$ 2,979,222
Tier 3 Members	2,816
Tier 3 Cost	\$ 12,391,192
Tier 4 Members	889
Tier 4 Cost	\$ 1,422,912
Treatment Members	7,633
Treatment Cost	\$ 34,401,862
Treatment Taken	3,817
Treatment Payment	\$ 17,200,931

Other Damages Analysis	
OD Potential Members	3,817
OD Actual Members	1,908
OD Actual Members per Class	477
OD Single Share ("X")	\$ 328
Class A Each--No Cap	\$ 3,941
Class B Each--No Cap	\$ 1,314
Class C Each--No Cap	\$ 657
Class D Each--No Cap	\$ 328
Class A Each--With Cap	\$ 3,941
Class B Each--With Cap	\$ 1,314
Class C Each--With Cap	\$ 657
Class D Each--With Cap	\$ 328
Class A Cost	\$ 1,880,254
Class B Cost	\$ 626,751
Class C Cost	\$ 313,376
Class D Cost	\$ 156,688
Other Damages Payment	\$ 2,977,069

Outputs	
Funds for Class	\$ 35,000,000
Screening Payment	\$ 14,822,000
Funds for Treatment	\$ 20,178,000
Treatment Payment	\$ 17,200,931
Funds for Other Damages	\$ 2,977,069
Other Damages Payment	\$ 2,977,069
Funds for Residual/Cy Pres	\$ -

# Exhibit 11

JOSEPH SAVERI  
LAW FIRM

601 CALIFORNIA STREET  
SUITE 1000  
SAN FRANCISCO CA 94108

TEL 415.500.6800  
FAX 415.395.9940

April 15, 2021

Via EFILE

Hon. V. Raymond Swope  
Department 23 – Courtroom 8A  
San Mateo Superior Court  
400 County Center  
Redwood City, CA 94063

Re: Scola et al v. Facebook

Dear Judge Swope:

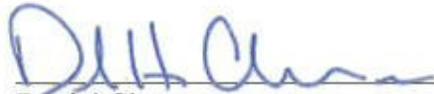
Settlement Class Counsel and counsel for Facebook write to provide the Court a brief update in advance of the April 19, 2021 preliminary approval hearing. The proposed supplemental notice program set forth in Plaintiffs' February 9, 2021 Motion would last 52 days from commencement until the deadline for responses to any objections. *See* Plaintiffs' Notice of Motion and Motion to Approve Supplemental Notice Program at 6-7. Under that schedule, the settlement administrator would need to begin the program by April 29, 2021, in order to complete the program in advance of the scheduled June 21, 2021 final fairness hearing. The settlement administrator has confirmed that it can commence the supplemental notice program within approximately three days after the program's approval.

The class size remains consistent with the projection set forth in Plaintiffs' February 9, 2021 Motion. One of Facebook's vendors, PRO Unlimited, has supplied the settlement administrator with contact information for an additional 119 potential class members identified during a recent review of its employment data, and this contact information has been added to the database to be used by the settlement administrator. These newly identified potential class members represent less than one percent of the total potential class size, and under each of the settlement funding models provided to the Court, this addition would have a *de minimis* effect on the relief available to the Class. *See* Declaration of Steven N. Williams in Support of Plaintiffs' Renewed Motion to Approve Supplemental Notice Program at 4-7 (describing settlement funding models).

April 15, 2021  
Page 2

Should the Court have further questions in advance of the upcoming preliminary approval hearing, we would be pleased to provide any additional information the Court may find helpful to its determination of the pending motion.

Respectfully submitted,

  
\_\_\_\_\_  
Daniel Charest  
Burns Charest LLP

  
\_\_\_\_\_  
Steven N. Williams  
Joseph Saveri Law Firm, LLC

  
\_\_\_\_\_  
Ashley Simonsen  
Covington & Burling LLP

# Exhibit 12

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 ***Class Counsel***

9  
10 SUPERIOR COURT OF CALIFORNIA  
11 COUNTY OF SAN MATEO  
12

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,

19 *Plaintiffs,*

20 v.

21 **FACEBOOK, INC.,**

22 *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.<sup>1</sup> 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 <sup>1</sup> 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.

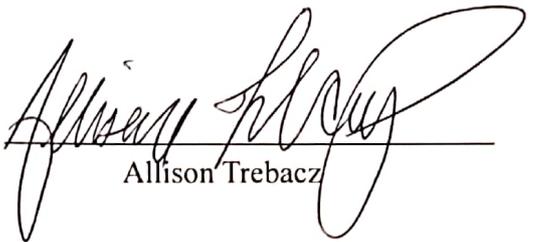
16  
17 13. I believe this Settlement would not have been achieved without the diligent efforts of my  
18 attorneys, who aggressively and successfully litigated this case. I am familiar with the terms of the  
19 proposed Settlement. Accordingly, I believe that the Settlement is ultimately fair, reasonable,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

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 ***Class Counsel***

9  
10 SUPERIOR COURT OF CALIFORNIA  
11 COUNTY OF SAN MATEO  
12

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,

19 *Plaintiffs,*

20 v.

21 **FACEBOOK, INC.,**

22 *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.<sup>1</sup> 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 <sup>1</sup> 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 14

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 *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

**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

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

2 1. I am a named plaintiff in the above-referenced Action.<sup>1</sup> 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 <sup>1</sup> 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.

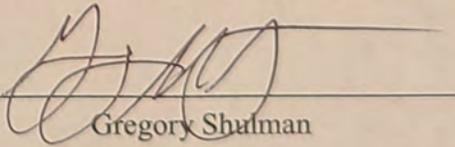
6  
7 11. I believe this Settlement would not have been achieved without the diligent efforts of my  
8 attorneys, who aggressively and successfully litigated this case. I am familiar with the terms of the  
9 proposed Settlement. Accordingly, I believe that the Settlement is ultimately fair, reasonable, 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 15

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 ***Class Counsel***

9  
10 SUPERIOR COURT OF CALIFORNIA  
11 COUNTY OF SAN MATEO  
12

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,

19 *Plaintiffs,*

20 v.

21 **FACEBOOK, INC.,**

22 *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

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

2 1. I am a named plaintiff in the above-referenced Action.<sup>1</sup> 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  

---

<sup>1</sup> 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 16

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

DEBRYNNA GARRETT-ALFRED et al.,

Plaintiffs,

v.

Case No. 8:20-cv-0585-KKM-CPT

FACEBOOK, INC. and COGNIZANT  
TECHNOLOGY SOLUTIONS U.S.  
CORPORATION,

Defendants.

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**ORDER**

This cause comes before the Court on Defendant Facebook’s Motion to Dismiss (Doc. 35) and Defendant Cognizant’s Motion to Dismiss<sup>1</sup> (Doc. 36). Plaintiffs oppose both motions (Docs. 55 & 56) and request attorneys’ fees under the Florida Deceptive and Unfair Trade Practices Act (Doc. 56). Facebook opposes their request for fees. (Doc. 60). For the following reasons, both motions to dismiss are granted in full and Plaintiffs’ request for attorneys’ fees is denied.

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<sup>1</sup> Defendant Cognizant’s motion included a Motion to Compel Arbitration as to Plaintiffs Jessica Young, Daniel Walker, and Dawnmarie Armato. (Doc. 35). The Court granted the motion and stayed proceedings pending arbitration as to the action between Cognizant and those plaintiffs. (Doc. 47). Accordingly, this Order does not address the claims between them. The Court uses the term “Plaintiffs” to refer instead to the remaining plaintiffs in the action whose claims have not been stayed pending arbitration.

## I. Background<sup>2</sup>

This case arises from Plaintiffs' employment with Cognizant Technology Solutions U.S. Corporation (Cognizant), where they performed content moderation services for Facebook, Inc. (Doc. 23 at 2–3). Cognizant is a professional services vendor incorporated under the laws of Delaware with headquarters in Texas, and Facebook is a social media and technology company incorporated in Delaware and headquartered in California. (Doc. 23 at 6). As most Americans know, Facebook is a social networking platform that enables people to connect and share content across the internet. (Doc. 23 at 5–6). The named plaintiffs, who were living in Arizona or Florida while employees of Cognizant, bring this putative class action claim on behalf of all Florida and Arizona citizens who performed content moderation as employees of Cognizant within the last three years. (Doc. 23 at 20).

Facebook's administration of social networking platforms includes content moderation. (Doc. 23 at 6). Content moderation involves reviewing media content reported by platform users and removing content that violates the platform's terms of use. (Doc. 23 at 6). Cognizant contracts with Facebook as a third-party vendor to handle Facebook's content moderation. (Doc. 23 at 3). Plaintiffs, as employees of Cognizant, were responsible for reviewing graphic content such as murders, tortures, child

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<sup>2</sup> The facts are derived from the allegations within the amended complaint, (Doc. 23), which the Court must accept as true in ruling on the instant motions to dismiss. See *Linder v. Portocarrero*, 963 F.2d 332, 334 (11th Cir. 1992); *Quality Foods de Centro Am., S.A. v. Latin Am. Agribusiness Dev. Corp. S.A.*, 711 F.2d 989, 994 (11th Cir. 1983).

pornography, and rapes. (Doc. 23 at 17–18). In their amended complaint, Plaintiffs detail the risks of repeated exposure to images of extreme violence and support their claims by citing numerous studies conducted by scientific organizations and government task forces. (Doc. 23 at 9–10). These studies specifically highlight that psychological trauma may result in both mental and physical symptoms as well as greater risk of substance abuse. (Doc. 23 at 11). As a result of their employment, Plaintiffs allege that they are at an “increased risk of developing serious mental health injuries, including but not limited to, PTSD [posttraumatic stress disorder], and associated physical injuries.” (Doc. 23 at 27, 29).

Facebook helped create the Technology Coalition, a group that crafts industry standards for minimizing harm to content moderators. (Doc. 23 at 12–13). Some of the practices recommended to support content moderators include using clear terms in interviews and allowing candidates to ask questions before hiring; limiting exposure and providing counseling sessions; and permitting breaks and time off as a response to trauma. (Doc. 23 at 14). Additionally, these guidelines advise internet sites contracting with third-party vendors to clearly outline procedures to limit harmful exposure to graphic content. (Doc. 23 at 14). Plaintiffs allege that neither Facebook or Cognizant adhered to these standards. (Doc. 23 at 14–16).

Specifically, Plaintiffs allege that Cognizant concealed from employees the danger of viewing graphic images. (Doc. 23 at 22–23). Cognizant did not conduct psychological evaluations on new hires and did not provide real counseling services to

employees. (Doc. 23 at 15–16). Facebook pushed high standards for accuracy and timeliness, and Cognizant, in turn, placed pressure to perform on its employees. (Doc. 23 at 15–16). Facebook and Cognizant also demanded content moderators sign non-disclosure agreements (NDAs), which prohibited them from speaking about the content that they viewed. (Doc. 23 at 16). Further, Plaintiffs allege that Cognizant advertised the content moderator jobs as “prestigious career[s] in high technology that simply required them to become knowledgeable about ‘leading social media products and community standards,’ to ‘assist our community and help resolve inquiries empathetically, accurately and on time,’ and to ‘make well balanced decisions and personally driven [sic] to be an effective advocate for our community.’” (Doc. 23 at 23).

## **II. Motions to Dismiss for Lack of Personal Jurisdiction with Regard to Arizona Plaintiffs’ Claims**

First, both Facebook and Cognizant (collectively referred to as Defendants) argue that Plaintiffs have failed to establish that this Court has personal jurisdiction over them with respect to the claims of the Arizona plaintiffs—Michael Wellman and Alexander Roberts. Because the Arizona plaintiffs’ claims do not arise from or relate to Defendants’ contacts with Florida, Defendants’ motions to dismiss for lack of personal jurisdiction are granted.

Plaintiffs argue that this Court should exercise jurisdiction over the Arizona plaintiffs’ claims because personal jurisdiction principles do not bar nationwide class action suits with non-resident class members. For support, Plaintiffs cite the Seventh

Circuit’s decision in *Mussat v. IQVIA, Inc.*, 953 F.3d 441, 447–48 (7th Cir. 2020), and the D.C. Circuit’s decision in *Molock v. Whole Foods Market Group, Inc.*, 952 F.3d 293, 300 (D.C. Cir. 2020), for the proposition that *Bristol-Myers Squibb Co. v. Superior Court of California*, 137 S. Ct. 1773 (2018), does not bar the exercise of specific jurisdiction over defendants when the named non-resident class members’ contacts with defendants do not arise from or relate to conduct occurring within the state. (Doc. 55 at 2–4). Plaintiffs’ reliance on these cases, however, is misplaced because those cases addressed personal jurisdiction over *unnamed* class members.

Named plaintiffs in a putative class action suit must comply with personal jurisdiction requirements. *Story v. Heartland Payment Sys., LLC*, 461 F. Supp. 3d 1216, 1231 (M.D. Fla. 2020); *see also Mussat*, 953 F.3d at 447–48 (“We see no reason why personal jurisdiction should be treated any differently from subject-matter jurisdiction and venue: the named representatives must be able to demonstrate either general or specific personal jurisdiction, but the unnamed class members are not required to do so.”); *cf. A&M Geber Chiropractic LLC v. Geico Gen. Ins. Co.*, 925 F.3d 1205, 1211 (11th Cir. 2019) (applying standing requirements to named plaintiffs); *Allapattah Servs. v. Exxon Corp.*, 333 F.3d 1248, 1254 (11th Cir. 2003) (applying subject matter jurisdictional requirements to named parties), *aff’d* 545 U.S. 546, 566–67 (2005). Accordingly, the named plaintiffs in this action must show that the Court has personal jurisdiction over the Defendants.

To have personal jurisdiction over a party, a federal court sitting in diversity must

determine if the state’s long-arm statute is satisfied and ensure that the exercise of jurisdiction comports with the Due Process Clause of the Fourteenth Amendment. *Waite v. All Acquisition Corp.*, 901 F.3d 1307, 1312 (11th Cir. 2018). Under Florida’s long-arm statute, a defendant is subject to either specific jurisdiction, which applies if the claim arises out of or is related to defendant’s contacts with Florida, or general jurisdiction, which applies regardless of whether the claims involve the defendant’s activities in Florida if the defendant engages in substantial and not isolated activity in Florida. *Carmouche v. Tamborlee Mgmt., Inc.*, 789 F.3d 1201, 1203–04 (11th Cir. 2015). Personal jurisdiction over a defendant comports with the Due Process Clause of the Fourteenth Amendment if the defendant’s affiliations with the State are “so ‘continuous and systematic’ as to render them essentially at home in the forum State,” *id.* at 1204 (quoting *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 919 (2011)), or the defendant has such contacts with the State that “maintenance of the suit is reasonable in the context of our federal system of government and does not offend traditional notions of fair play and substantial justice.” *Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.*, 141 S. Ct. 1017, 1024 (2021) (quotations omitted).

“[A] corporation’s operations in a forum other than its formal place of incorporation or principal place of business’ will be ‘so substantial and of such a nature as to render the corporation at home in that State’ only in ‘exceptional’ cases.” *Carmouche*, 789 F.3d at 1204 (quoting *Daimler AG v. Bauman*, 571 U.S. 117, 137 (2014)). Cognizant is a Delaware corporation with its principal place of business in Texas;

Facebook is a Delaware corporation with its headquarters in California. The only alleged connection of either corporation to Florida is the operation of Cognizant's Tampa content moderation site. (Doc. 23 at 6). These affiliations are not continuous and systematic enough to render Defendants at home in Florida. Clearly, Arizona plaintiffs have not established general jurisdiction over Cognizant or Facebook, nor do they attempt to argue otherwise. *See Waite*, 901 F.3d at 1316 (“Because Florida’s long-arm provision ‘extends to the limits on personal jurisdiction imposed by the Due Process Clause,’ we ‘need only determine whether the district court’s exercise of jurisdiction over [Union Carbide] would exceed constitutional bounds.’” (quoting *Carmouche*, 789 F.3d at 1204)).

Further, the Arizona plaintiffs have not established that this Court has specific jurisdiction over Facebook or Cognizant. “In specific personal jurisdiction cases, we apply the three-part due process test, which examines: (1) whether the plaintiff’s claims ‘arise out of or relate to’ at least one of the defendant’s contacts with the forum; (2) whether the nonresident defendant ‘purposefully availed’ himself of the privilege of conducting activities within the forum state, thus invoking the benefit of the forum state’s laws; and (3) whether the exercise of personal jurisdiction comports with ‘traditional notions of fair play and substantial justice.’” *Louis Vuitton Malletier, S.A. v. Mosseri*, 736 F.3d 1339, 1355 (11th Cir. 2013) (citing *Burger King v. Rudzewicz*, 471 U.S. 462, 472–75 (1985)). The Arizona plaintiffs’ claims arise from Cognizant’s operation of the Phoenix content moderation site as a third-party vendor for Facebook and

Facebook's alleged continued control of and provision of equipment to that site. Defendants' Florida contacts are the operation of the Tampa content moderation site. The Arizona plaintiffs' claims are not sufficiently related to the operation of the Tampa content moderation site, so an exercise of jurisdiction over Defendants with respect to the Arizona plaintiffs' claims would violate the Due Process Clause of the Fourteenth Amendment.<sup>3</sup>

The allegations in the Amended Complaint do not demonstrate personal jurisdiction over Defendants with regards to the Arizona plaintiffs' claims, and accordingly, the motions to dismiss the Arizona plaintiffs' claims are granted.

### **III. Motions to Dismiss for Failure to State a Claim for Relief**

Defendants also move to dismiss Plaintiffs' Amended Complaint for failure to state a valid claim for relief. *See* Fed. R. Civ. P. 12(b)(6). To survive a motion to dismiss for failure to state a claim, a plaintiff must plead sufficient facts to state a claim that is "plausible on its face." *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 554, 570 (2007)). A claim is plausible on its face when a plaintiff "pleads factual content that allows the court to draw the reasonable inference that the

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<sup>3</sup> Even under the broadest reading of "arising out of or related to" in the Supreme Court's recent opinion in *Ford Motor Co.*, the Arizona plaintiffs still fail. *See* 141 S. Ct. at 1026–27. In *Ford Motor Co.*, Ford's contacts with the forum state included immense amounts of advertising, multiple franchises and dealerships that sold and serviced Ford vehicles, and shipment of replacement parts, to name a few. *Id.* at 1028. These contacts are exponentially greater than Cognizant's contact with Florida: a single content moderation site. "Related to" in *Ford* meant a substantial connection between its contacts with the State and the plaintiffs' claims. *Id.* Here, none of Cognizant's activities in Florida are linked to the operation of the Arizona content moderation site, the basis of the Arizona plaintiffs' claims.

defendant is liable for the misconduct alleged.” *Id.* When considering the motion, the court accepts all factual allegations of the complaint as true and construes them in the light most favorable to the plaintiff. *Pielage v. McConnell*, 516 F.3d 1282, 1284 (11th Cir. 2008). Courts should limit their “consideration to the well-pleaded factual allegations, documents central to or referenced in the complaint, and matters judicially noticed.” *La Grasta v. First Union Sec., Inc.*, 358 F.3d 840, 845 (11th Cir. 2004).

### **A. Count I: Fraudulent Concealment**

In Count I, Plaintiffs allege that Defendant Cognizant deliberately concealed or misrepresented the facts of a known danger, namely the dangers of exposure to “highly toxic, unsafe, and injurious content while providing content moderation services.” (Doc. 23 at 22). Although the Amended Complaint names both fraudulent (or deliberate) concealment and fraudulent misrepresentation, the Plaintiffs oppose the motion to dismiss Count I under only a fraudulent concealment theory. The Court therefore construes the amended complaint as alleging only this latter kind of tort; alternatively, the Court finds that Plaintiffs have abandoned the fraudulent misrepresentation theory of liability by failing to address it in its response. *See Hooper v. City of Montgomery*, 482 F. Supp. 2d 1330, 1334 (M.D. Ala. 2007) (De Ment, J.) (concluding that a plaintiff’s failure to respond to claims in a defendant’s motion to dismiss resulted in dismissal of those claims as abandoned); *cf. Resolution Tr. Corp. v. Dunmar Corp.*, 43 F.3d 587, 599 (11th Cir. 1995) (“There is no burden upon the district court to distill every potential argument that could be made based upon the materials

before it . . . .”).

In addition to the ordinary pleading requirements, a plaintiff must satisfy Rule 9’s heightened pleading standard when alleging deliberate concealment because it sounds in fraud. Fed. R. Civ. P. 9(b) (“In alleging fraud or mistake, a party must state with particularity the circumstances constituting fraud or mistake.”); *see also Koski v. Carrier Corp.*, 347 F. Supp. 3d 1185, 1196 (S.D. Fla. 2017) (“The . . . claim for fraudulent concealment is subject to the heightened pleading requirements of Federal Rule of Civil Procedure 9(b).”); *Kish v. A.W. Chesterton Co.*, 930 So. 2d 704, 707 (Fla. 3d DCA 2006) (defining “fraud” to include a knowing concealment). Rule 9(b) “requires a complaint to set forth: (1) precisely what statements or omissions were made in which documents or oral representations; (2) the time and place of each such statement and the person responsible for making (or, in the case of omissions, not making) them; (3) the content of such statements and the manner in which they misled the plaintiff, and; (4) what the defendant obtained as a consequence of the fraud.” *In re Galectin Therapeutics, Inc. Secs. Litig.*, 843 F.3d 1257, 1269 (11th Cir. 2016).

Plaintiffs’ allegations that Cognizant deliberately concealed the dangers of their jobs by failing to disclose the risks to them and by requiring them to sign broad NDAs are insufficient under Rules 8 and 9. Under Florida law, “the elements of a fraudulent concealment claim are as follows: (1) the [defendant] concealed or failed to disclose a material fact; (2) the [defendants] knew or should have known the material fact should be disclosed; (3) the [defendants] knew their concealment of or failure to disclose the

material fact would induce the plaintiffs to act; (4) the [defendants] had a duty to disclose the material fact; and (5) the plaintiffs detrimentally relied on the misinformation.” *Hess v. Philip Morris USA, Inc.*, 175 So. 3d 687, 691 (Fla. 2015).

First, under the heightened pleading standard of Rule 9(b), Plaintiffs must plead with particularity the “omissions [that] were made in which documents or oral representations.” *In re Galectin*, 843 F.3d at 1269. While “by definition, Plaintiffs cannot point to one particular statement because an omission is a non-statement,” *In re Takata Airbag Prods. Liab. Litig.*, 464 F. Supp. 3d 1291, 1303 (S.D. Fla. 2020) (Moreno, J.), Plaintiffs must still allege specific facts or materials that were concealed and must plead more than “conclusory allegations.” *See, e.g., Douse v. Boston Sci. Corp.*, 314 F. Supp. 3d 1251, 1263 (M.D. Fla. 2018) (Chappell, J.) (finding too vague an allegation that the defendant concealed “that the [product] was not safe” because it failed to allege specific facts that were concealed); *Padilla v. Porsche Cars N. Am., Inc.*, No. 18-24988-CIV-MORENO, 2020 WL 1472301, at \*3 (S.D. Fla. 2020) (Moreno, J.) (dismissing a fraudulent concealment tolling claim where complaint alleged that the defendants failed to disclose material information but did not point to precise statements, documents, or misrepresentations or how any statements were misleading). Here, Plaintiffs do not allege specific information related to the dangers of content moderation that Cognizant withheld like, for example, safety reports. *See Dugas v. 3M Co.*, 101 F. Supp. 3d 1246, 1254–55 (M.D. Fla. 2015) (Davis, J.) (allowing claim that one defendant knew of report that its products did not protect against asbestos but dismissing claims against

defendants without comparable allegations). And “bare contentions” that Cognizant concealed from the Plaintiffs the dangers of content moderation are not enough, particularly when those allegations fail to identify who should have warned them, when they should have been warned, and where they should have been warned. *See Greenberg v. Miami Children’s Hosp. Rsch. Inst., Inc.*, 264 F. Supp. 2d 1064, 1073 (S.D. Fla. 2003) (Moreno, J.) (“Yet, their bare contention that the intent to patent was fraudulently concealed is not sufficient, because this intent was not accompanied by any time and place details.”).

Plaintiffs’ allegations that Cognizant required broad NDAs similarly do not satisfy the Rule 9(b) pleading standard because they have not alleged what the NDAs prohibited the Plaintiffs from discussing and with whom, where, and when. Plaintiffs’ allegations that Cognizant “deliberately concealed and misrepresented these dangers to Plaintiffs” are “legal conclusions rather than empirically provable facts,” *Douse*, 314 F. Supp. 3d at 1263, and do not satisfy Rule 9(b).

Further, Plaintiffs allegations contradict their claim that Cognizant concealed the dangers of content moderation. Plaintiffs assert that “[i]t is well known that exposure to images of graphic violence can cause debilitating injuries, including PTSD.” (Doc. 23 at 9). Plaintiffs also describe with detail the numerous studies and available research on the psychological dangers posed by exposure to graphic images, and they do not allege that they were unaware that they would be reviewing these kinds of images as content moderators. By Plaintiffs own allegations, any danger was then fully accessible

to them through due diligence. *See Greenberg*, 264 F. Supp. 2d at 1073–74 (dismissing a claim for fraudulent concealment where plaintiffs could have discovered an intent to patent by a “simple phone inquiry”). Facts are not deliberately concealed when they were reasonably accessible to the plaintiffs. *Id.* (citing *In re Ford Motor Co. Bronco II Prod. Liab. Litig.*, 982 F. Supp. 388, 396–97 (E.D. La. 1997) (“Claims of fraudulent concealment generally require that plaintiff allege and prove that defendant wrongfully concealed information and that plaintiff did not have actual or constructive knowledge of the information, and could not have learned of the information through the exercise of due diligence.”)); *see also West Brook Isles Partner’s 1, LLC v. Com. Land Title Ins. Co.*, 163 So. 3d 635, 639 (Fla. 2d DCA 2015) (“Where there was no active concealment and a party with the exercise of due diligence could have discovered the facts, the statute of limitations is not tolled.”). Under Plaintiffs’ theory, an employer would be liable for failing to disclose every obvious danger to which an employee might be exposed prior to hiring.

Next, Plaintiffs fail to allege a relationship of trust that would create a duty to disclose the dangers of content moderations. In Florida, a fraudulent concealment claim based on omission “must be accompanied by allegations of a special relationship that gives rise to a duty to speak.” *Greenberg*, 264 F. Supp. 2d at 1073. “[S]uch duty arises when one party has information that the other party has a right to know because of a fiduciary or other relation of trust or confidence between them.” *TransPetro, Ltd. V. Radulovic*, 764 So. 2d 878, 880 (Fla. 4th DCA 2000). Plaintiff alleges no duty that

Cognizant had to disclose the dangers of content moderation to them or any special relationship that would give rise to such a duty.

Finally, Plaintiffs fail to allege that they relied on Cognizant's omission. "Florida law imposes a reliance requirement in an omissions case, which cannot be satisfied by assumptions." *Humana, Inc. v. Castillo*, 728 So. 2d 261, 265 (Fla. 2d DCA 1999). "Florida law also requires a party asserting fraud to establish that but for the alleged misrepresentation or nondisclosure, the party would not have entered the transaction." *Id.* Here, Plaintiffs do not claim to have relied on Cognizant's alleged concealment in anyway or that they would not have accepted jobs as content moderators if they had known about the dangers accompanying content moderation. In fact, Plaintiffs do not allege any action that was induced by Cognizant's alleged concealment or failure to disclose.

Because Plaintiffs have failed to plead facts sufficient to state a plausible claim for fraudulent concealment and failed to allege acts of fraud with the specificity required under Rule 9(b), the Court grants the motion to dismiss with regard to Count I.<sup>4</sup>

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<sup>4</sup> Even if Plaintiffs allege fraudulent misrepresentation in Count I and have not abandoned that theory of liability, the Court concludes it does not state a claim for relief. The only statement identified with sufficient particularity under Rule 9 fails to specify who said it, when they said it, or where they said it: "Cognizant advertised the job as a prestigious career in high technology that simply required [Plaintiffs] to become knowledgeable about 'leading social media products and community standards, to 'assist our community and help resolve inquiries empathetically, accurately and on time,' and to 'make well balanced decision and personally drive [sic] to be an effective advocate for our community.'" (Doc. 23 at 23). Worse yet, Plaintiffs do not allege how this statement was false, that Cognizant knew it was false, or that they materially relied on it when accepting employment with Cognizant. *See Hearn v. Int'l Bus. Machs.*, 588 F. App'x 954, 956–57 (11th Cir. 2014) ("Under Florida law, fraudulent misrepresentation requires: '(1) a false statement concerning a material fact; (2) the

## B. Negligence

In Counts II and III, Plaintiffs allege that Facebook negligently caused them to be at risk of developing serious mental health injuries through their content moderation supervision and provision of moderation software. Plaintiffs separate their claims into negligent exercise of retained control and negligent provision of unsafe equipment. Both retention of control and provision of unsafe equipment are theories of liability that establish a duty; as such, it appears Plaintiffs allege a claim for negligent infliction of emotional distress. *See, e.g., City of Miami v. Perez*, 509 So. 2d 343, 346 (Fla. 3d DCA 1987) (“To impose liability on the owner for retention of control over an independent contractor, there must be such right of supervision or direction that the contractor is not entirely free to do the work his own way.”); *Noel v. M. Ecker & Co.*, 445 So. 2d 1142, 1144 (Fla. 4th DCA 1984) (“Where the employer undertakes to furnish his own employee’, or those of an independent contractor, some of the implements or instrumentalities for executing the required work, he thereby assumes a duty to exercise ordinary and reasonable care . . . .” (quoting *Green v. Sansom*, 41 Fla. 94, 103 (1899))).

But Counts II and III omit the one element Florida law ordinarily requires before a plaintiff may recover for mental or emotional distress caused by negligence: a physical impact. *Zell v. Meek*, 665 So. 2d 1048, 1054 (Fla. 1995). “The impact rule, which is well

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representor’s knowledge that the representation is false; (3) an intention that the representation induce another to act on it; and (4) consequent injury by the party acting in reliance on the representation.” (quoting *Butler v. Yusem*, 44 So. 3d 102, 105 (Fla. 2010))).

established in this state, requires that ‘before a plaintiff can recover damages for emotional distress caused by the negligence of another, the emotional distress suffered must flow from physical injuries the plaintiff sustained in an impact.’” *S. Baptist Hosp. of Fla., Inc. v. Welker*, 908 So. 2d 317, 320 (Fla. 2005) (quoting *R.J. v. Humana of Fla., Inc.*, 652 So. 2d 360, 362 (Fla.1995)). Plaintiffs fail to allege any physical impact from Facebook’s actions or inactions, and they therefore cannot succeed on these theories of negligence.

Plaintiffs’ alleged injuries are “increased risk of developing serious mental health injuries, including but not limited to, PTSD, and associated physical injuries.” (Doc. 23 at 27, 29). But the Florida Supreme Court has made clear that the impact rule does not allow recovery for physical injuries flowing from psychological injuries absent “a close personal relationship to the directly injured person.” *See Zell*, 665 So. 2d at 1050, 1054. True, a claim may be sustained by even the smallest of impact, such as a gun barrel touching a plaintiff’s head, but Plaintiffs have not alleged any physical contact from Facebook’s agents or employees. *See Willis v. Gami Golden Glades, LLC*, 967 So. 2d 846, 850 (Fla. 2007). Further, no other exceptions to the impact rule apply to Plaintiffs’ claims nor do they allege that any do in their opposition to the motion to dismiss. *See Woodard v. Jupiter Christian Sch., Inc.*, 913 So. 2d 1188, 1190–91 (Fla. 4th DCA 2005) (citing cases for the following recognized exceptions to the impact rule: intentional infliction of emotional distress absent impact, “sensory perception” of physical injuries sustained by a close family, wrongful birth, recovery of non-economic damages for

parents of stillborn child, breach of statutory duty of confidentiality to patient, and psychological injury due to attorney's negligence). Accordingly, Plaintiffs fail to state a claim for negligent infliction of emotional distress upon which relief can be based in the Amended Complaint, and Counts II and III are dismissed with prejudice. *See Howard v. Memnon*, 572 F. App'x 692, 696–97 (11th Cir. 2014) (concluding it would be futile to amend complaint where no facts supported constitutional violation and no indication a more carefully drafted pleading might state a claim).

### **C. Florida Deceptive and Unfair Trade Practices Act**

Count IV of Plaintiffs' Amended Complaint (inadvertently labeled as the third count) alleges that both Facebook and Cognizant violated the Florida Deceptive and Unfair Trade Practices Act (FDUTPA) by exposing Plaintiffs<sup>5</sup> to dangerous content, concealing the dangers, refusing to implement proper precautions, preventing Plaintiffs from becoming aware of the scope of the dangers of content moderation by requiring broad NDAs, and by misrepresenting dangers through false advertisements about the jobs. Because Plaintiffs do not allege harm caused to consumers and because claims for personal injury are excepted under FDUTPA, Plaintiffs have failed to state a claim for

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<sup>5</sup> Defendants argue that the Arizona plaintiffs have not alleged facts sufficient to state a FDUTPA claim because FDUTPA does not apply to nonresidents' actions that occur outside Florida. (Doc. 35 at 18; Doc. 26 at 16). Because the Court concludes that it does not have jurisdiction over Defendants with regards to these claims and that Plaintiffs have failed to state a valid FDUTPA claim, it does not address this argument. In any event, Defendants are correct that the Arizona plaintiffs' FDUTPA claims fail because they do not allege conduct that occurred in Florida. *See Five for Ent. S.A. v. Rodriguez*, 877 F. Supp. 2d 1321, 1330–31 (S.D. Fla. 2012) (Seitz, J.) ("FDUTPA applies only to actions that occurred within the state of Florida.").

relief.

FDUTPA prohibits “unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.” § 501.204, Fla. Stat. To state a FDUTPA claim, a plaintiff must allege “(1) a deceptive act or unfair practice, (2) causation, and (3) actual damages.” *State v. Beach Blvd. Auto., Inc.*, 139 So. 3d 380, 393 (Fla. 1st DCA 2014). Section 501.212(3), Florida Statutes, expressly provides that the cause of action is not available for “[a] claim for personal injury or death.”

Plaintiffs’ Amended Complaint alleges that Defendants’ actions “caused the injury of the Plaintiffs and the class, including PTSD and other psychological disorders, physical injuries including stroke and epilepsy, and other injuries, including lost pay, lost future earning capacity, emotional distress and loss of enjoyment of life.” (Doc. 23 at 32). Plaintiffs seek recovery for their personal injuries, so their claim cannot be sustained under FDUTPA. *See Fojtasek v. NCL (Bahamas) Ltd.*, 613 F. Supp. 2d 1351, 1356 (S.D. Fla. 2009) (Ungaro, J.) (dismissing FDUTPA claim as one based on personal injuries where plaintiff alleged that “decedent suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of ability to earn money, and death”); *Douse*, 314 F. Supp. 3d at 1264 (dismissing FDUTPA claim for damages related to medical device that caused injury to plaintiff).

Further, even if Plaintiffs claims were not excepted by the language of FDUTPA, Plaintiffs still fail to state a valid claim of relief because they do not allege an act that was deceptive to *consumers*. For an act to be a deceptive act under FDUTPA, it must be likely to mislead a consumer to a consumer's detriment. *See Angelo v. Parker*, 275 So. 3d 752, 755 (Fla. 1st DCA 2019) ("A deceptive practice is one 'likely to mislead consumers acting reasonably in the circumstances, to the consumers' detriment.'" (quoting *Beach Blvd. Auto.*, 139 So. 3d at 387)); *Molina v. Aurora Loan Servs., LLC*, 635 F. App'x 618, 627 (11th Cir. 2015) (concluding that a statement on loan servicer's website assuring "their borrowers and public in general that they will help their clients facing long term hardship to cure his/her default with loan modification" was not deceptive to consumers). Plaintiffs' claims do not allege that Cognizant's or Facebook's actions misled consumers in any way; they allege only that employees were deceived. Accordingly, Plaintiffs have failed to state a claim under FDUTPA and Count IV is dismissed with prejudice. *See Fetterhoff v. Liberty Life Assur. Co.*, 282 F. App'x 740 (11th Cir. 2008) (holding that amendment would be futile where plaintiffs claim were preempted and thereby legally barred); *see also Howard*, 572 F. App'x at 697 ("If a more carefully drafted complaint could not state a claim, then dismissal is proper.").

#### **D. Medical Monitoring**

Throughout the Amended Complaint, Plaintiffs ask this Court to establish a medical monitoring fund to provide treatment and services for class members. (Doc. 23 at 23, 27, 29–30). Florida allows courts to establish medical monitoring schemes in

some mass tort actions before the party seeking relief has developed identifiable injuries.<sup>6</sup> *Petito v. A.H. Robins Co.*, 750 So. 2d 103, 104 (Fla. 3d DCA 1999). Medical monitoring claims ordinarily arise in cases where plaintiffs have diagnosable health conditions resulting from exposure to hazardous substances or medical products. *See, e.g., Wyeth, Inc. v. Gottlieb*, 930 So. 2d 635 (Fla. 3d DCA 2006) (class action against manufacturer of hormone replacement therapy drug); *Petito*, 750 So. 2d at 104 (class against manufacturers of pharmaceutical weight loss products); *Perez v. Metabolife Int'l, Inc.*, 218 F.R.D. 262 (S.D. Fla. 2003) (suit against manufacturer of over-the-counter dietary supplement); *Jerue v. Drummond Co.*, No. 8:17-CV-587-T-17AEP, 2017 WL 10876737, at \*14 (M.D. Fla. 2017) (Kovachevich, J.) (suit against mining company for exposure to radiation from phosphate). It is not clear that Florida law permits a medical monitoring regime to be created for mental health conditions like PTSD or trauma. Even assuming it does, Plaintiffs have failed to state a valid claim for medical monitoring.

To state a claim for a medical monitoring, Plaintiffs must establish “(1) exposure greater than normal background levels; (2) to a proven hazardous substance; (3) caused by the defendant’s negligence; (4) as a proximate result of the exposure, plaintiff has a significantly increased risk of contracting a serious latent disease; (5) a monitoring

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<sup>6</sup> Some Florida courts describe this as a “cause of action,” even though it appears to be a specific pleading requirement for a tort claim remedy. *See, e.g., Petito*, 750 So. 2d at 105; *Jerue v. Drummond Co.*, 2017 WL 10876737, at \*14 (M.D. Fla. 2017) (Kovachevich, J.). Regardless, Plaintiffs have failed to adequately plead a claim for medical monitoring.

procedure exists that makes the early detection of the disease possible; (6) the prescribed monitoring regime is different from that normally recommended in the absence of the exposure; and (7) the prescribed monitoring regime is reasonably necessary according to contemporary scientific principles.” *Wyeth, Inc. v. Gottlieb*, 930 So. 2d 635, 640 (Fla. 3d DCA 2006). Leaving aside the fact that Plaintiffs have not adequately alleged Defendants’ negligence, the Amended Complaint does not allege that a monitoring procedure exists for psychological injuries, that screening for these psychological injuries is different amongst person exposed to graphic images, or that a monitoring procedure is necessary according to modern scientific principles. Accordingly, Plaintiffs have failed to state a valid claim for medical monitoring.

#### **E. Prevailing Party Attorneys’ Fees under FDUTPA**

Plaintiffs, in their Response to Facebook’s Motion to Dismiss, contend that they are entitled to attorneys’ fees as prevailing parties under FDUTPA. According to them, they have obtained judicially sanctioned relief in a California class action case that would include relief for Plaintiffs’ claims against Facebook and preclude further litigation. (Doc. 56 at 13–14); *Selena Scola, et al. v. Facebook, Inc.*, No. 18-civ-05135 (Cal. Super. Ct. filed Sept. 21, 2018). Plaintiffs’ assertions are misplaced for several reasons.<sup>7</sup>

First, the California Superior Court has not approved the settlement agreement yet, so no party has secured a final judgment providing relief. Second, under the text of

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<sup>7</sup> In addition, Plaintiffs should have set forth their request in a separate motion. *See* Fed. R. Civ. P. 7(b).

section 501.2105, Florida Statutes, which governs attorneys' fees in FDUTPA claims, a party must obtain a judgment in the *instant* litigation to be considered a prevailing party. *See* § 501.2105(1) ("In any civil litigation resulting from an act or practice involving a violation of this part, . . . the prevailing party, after *judgment in the trial court* and exhaustion of all appeals, if any, may receive his or her reasonable attorney's fees and costs from the nonprevailing party." (emphasis added)); *see Money v. Home Perf. Alliance, Inc.*, No. 2D19-1642, 2021 WL 45658, at \*2–3 (Fla. 2d DCA 2021) (concluding that "[u]nder the statute's plain and obvious meaning, it is only after entry of judgment in the trial court that the prevailing party may be entitled to attorney's fees"). Accordingly, Plaintiffs cannot recover attorneys' fees in this case unless and until they obtain a final entry of judgment in this action. *See Money*, No. 2D19-1642, 2021 WL 45658, at \*2–3. They have not done so; in fact, the Defendants have now secured a dismissal with prejudice of all the claims.

#### IV. CONCLUSION

Plaintiffs fail to establish that this Court has personal jurisdiction over either Defendant with regards to the Arizona plaintiffs' claims. Further, the Plaintiffs fail to state a claim upon which relief can be granted for all counts in the Amended Complaint. Finally, the Court denies Plaintiffs' requests for attorneys' fees under FDUTPA. Accordingly, the following is **ORDERED**:

1. Defendants Facebook and Cognizant's Motions to Dismiss (Docs. 35 & 36) are **GRANTED** in their entirety.

2. Plaintiffs Alexander C. Roberts and Michael Wellman's claims are **DISMISSED without prejudice** for lack of personal jurisdiction.
3. Count I (fraudulent misrepresentation or concealment) is **DISMISSED without prejudice** as to Plaintiffs Debrynna Garrett, Timothy Dixon, Jr., Konica Ritchie, Lamond Richardson, Angela Cansino, Johnny Olden, Katrina Evans, Todd Alexander, Elton Gould, Lameka Dotson, Nicholas Collins, Remeal Eubanks, Tania Paul, Gabrielle Murrell, and Courtney Nelson.
4. Counts II and III (negligence) are **DISMISSED with prejudice**.
5. Count IV (FDUTPA) is **DISMISSED with prejudice** as to all claims against Facebook and as to the claims between Cognizant and Plaintiffs Debrynna Garrett, Timothy Dixon, Jr., Konica Ritchie, Lamond Richardson, Angela Cansino, Johnny Olden, Katrina Evans, Todd Alexander, Elton Gould, Lameka Dotson, Nicholas Collins, Remeal Eubanks, Tania Paul, Gabrielle Murrell, Courtney Nelson.
6. Plaintiffs request for attorneys' fees is **DENIED without prejudice**.
7. The Clerk is directed to administratively close the case, terminate all pending motions, and terminate all parties except those whose proceedings were stayed by the Court's Order dated June 11, 2020 (Doc. 47), namely Plaintiffs Jessica Young, Daniel Walker, and Dawnmarie Armato, and Defendant Cognizant.

**ORDERED** in Tampa, Florida, on May 14, 2021.



Kathryn Kimball Mizelle  
United States District Judge

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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 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  
2<sup>nd</sup> 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)<sup>®</sup> 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  
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# 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

2<sup>nd</sup> 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)<sup>®</sup> 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.



# 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)<sup>®</sup> 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;  
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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)

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

## By notices disseminated (values have been rounded)



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

**By claims processed** (values have been rounded)



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

2<sup>nd</sup> 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)<sup>®</sup> 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.<sup>1</sup>  
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 <sup>1</sup> 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.<sup>2</sup> 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 <sup>2</sup> 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](http://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](mailto: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

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<<NAME 2>>  
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<<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.

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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](http://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](mailto: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](mailto:info@contentmoderatorsettlement.com).

If you do not reply by email to [info@contentmoderatorsettlement.com](mailto: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 2>>  
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<<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](mailto: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](mailto: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):

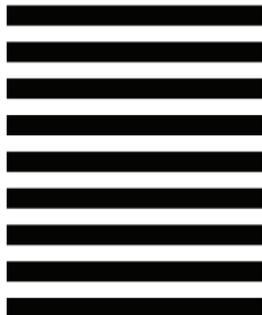
<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>
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FOR THIS CARD TO BE EFFECTIVE, you must complete and mail it no later than October 9, 2020. If you do not return this card by October 9, 2020, and you do not by October 9, 2020 send an email to [info@contentmoderatorsettlement.com](mailto: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](mailto: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

2<sup>nd</sup> 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.<sup>1</sup>

27 \_\_\_\_\_  
28 <sup>1</sup> 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.<sup>2</sup> 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 <sup>2</sup> 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

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**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](http://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](mailto: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

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<<NAME 2>>  
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<<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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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](http://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](mailto: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](mailto:info@contentmoderatorsettlement.com).

If you do not reply by email to [info@contentmoderatorsettlement.com](mailto: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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<<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](mailto: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](mailto: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):

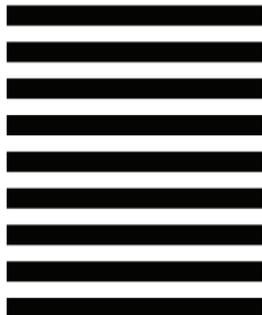
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FOR THIS CARD TO BE EFFECTIVE, you must complete and mail it no later than October 9, 2020. If you do not return this card by October 9, 2020, and you do not by October 9, 2020 send an email to [info@contentmoderatorsettlement.com](mailto:info@contentmoderatorsettlement.com) 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](mailto: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

<b>Tracking No.</b>	<b>Name</b>	<b>Opt-Out Date</b>
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

2<sup>nd</sup> 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](mailto: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](mailto:Samantha.Kochinski@cognizant.com)>  
**Date:** Tue, Sep 1, 2020, 1:30 PM  
**Subject:** Employment Verification  
**To:** <[realrebelblack@gmail.com](mailto: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.

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

*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](mailto:NAVerification@cognizant.com)*

(GA)

**Respectfully,**

**Samantha Kondash**

NA Human Resources

Phone – 570-267-8922

**Future PTO – 9/3 – 9/4**



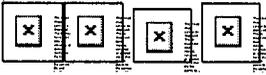
25 Lakeview Drive

Jessup, PA 18434

O +1 570-344-9237 Ext. 71154

[Samantha.kochinski@cognizant.com](mailto: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

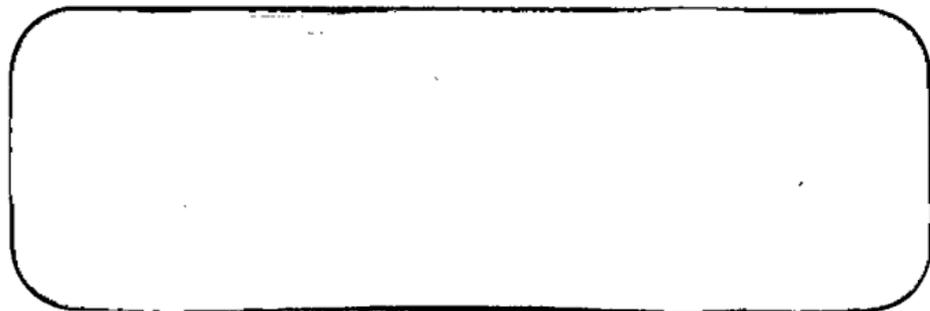
Glen Hsia  
10280 Park Green Ln 840  
Cupertino, CA 95014

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 flourish, located between the name and the date.

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](http://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

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RESS  
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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.

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

PEEL FROM THIS CORNER

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®**

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: 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

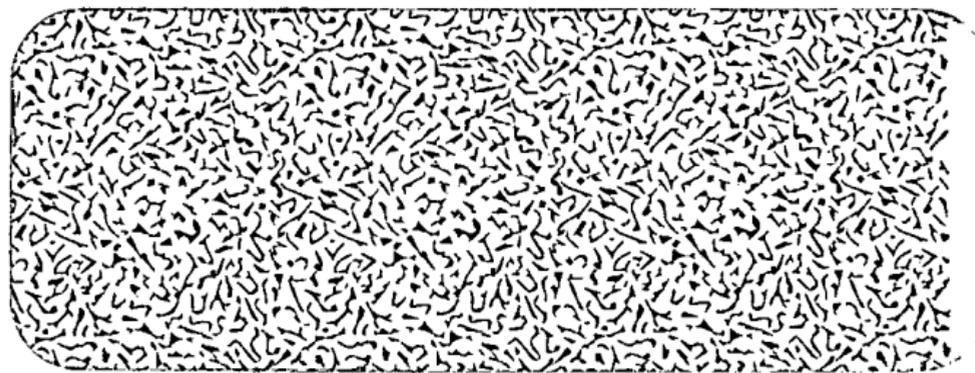
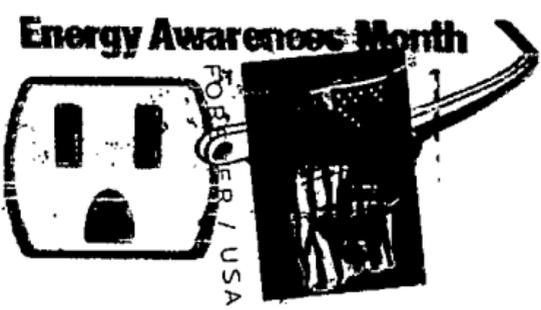
ANTONINA IAREMENKO

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.

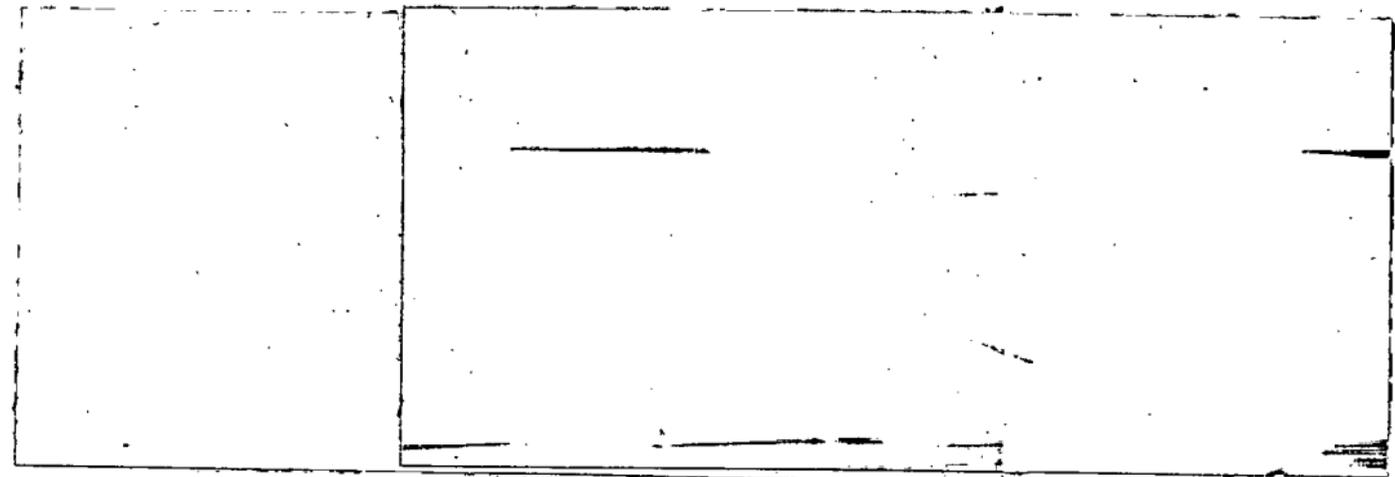
Sincerely,

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

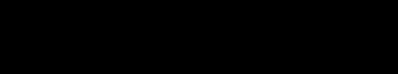
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[REDACTED]

## 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: 

Unique ID: 6ECEE3FE74 PIN: 86162

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

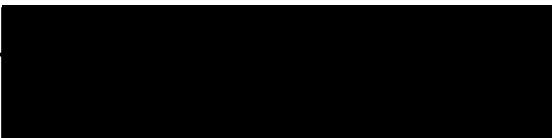
Note: Right now, I am in my mother's house in Brazil.

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):

\_\_\_\_\_  \_\_\_\_\_

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 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]