

1 Steven N. Williams (State Bar No. 175489)
2 Elissa Buchanan (State Bar No. 249996)
3 JOSEPH SAVERI LAW FIRM, LLP
4 601 California Street, Suite 1000
5 San Francisco, California 94108
6 Telephone: (415) 500-6800
7 Facsimile: (415) 395-9940
8 Email : swilliams@saverilawfirm.com
9 Email: ebuchanan@saverilawfirm.com

10 *Attorneys for Plaintiff and the Proposed Class*
11 [Additional counsel on signature page]

12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA

14 **JANE DOE**, individually and on behalf of all others
15 similarly situated,

16 *Plaintiff,*

17 v.

18 **YOUTUBE, INC.**,

19 *Defendant.*

Civil Case No. 4:20-CV-07493-YGR

**MOTION FOR PRELIMINARY
20 APPROVAL OF CLASS ACTION
21 SETTLEMENT AND APPOINTMENT
22 OF SETTLEMENT CLASS COUNSEL**

23 Date: August 16, 2022

24 Time: 2:00 p.m.

25 Place: Courtroom 1, 4th Floor

26 Judge: The Hon. Yvonne Gonzalez Rogers

NOTICE OF MOTION AND MOTION

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that at 2:00 p.m. on August 16, 2022, at the United States District Court for the Northern District of California located at 1301 Clay Street, Oakland, CA 94612, or as soon thereafter as the matter may be heard, Plaintiff Jane Doe (“Plaintiff”) will and hereby does move the Court for an order granting preliminary approval of the proposed class action settlement with Defendant YouTube, Inc. (“YouTube”), appointing settlement class counsel, permitting dissemination of notice of the settlement to the proposed class and setting a hearing for the final approval of the proposed settlement.

By this motion, Plaintiff requests that the Court enter an Order:

- (1) Granting preliminary approval of the Settlement Agreement;
- (2) Provisionally certifying the Settlement Class;
- (3) Appointing Plaintiff’s counsel as Settlement Class Counsel;
- (4) Approving the proposed Notice Plan;
- (5) Approving the Settlement Administrator; and
- (6) Scheduling a hearing for final approval of the settlement, the application for an award of attorneys’ fees and expenses, a service award for Plaintiff, and entry of final judgment.

This motion is based on this Notice of Motion, the accompanying Memorandum of Points and Authorities, the Declaration of Steven N. Williams (“Williams Decl.”) and the exhibits attached thereto, the Declaration of Daniel H. Charest (“Charest Decl.”), the Declaration of Sonya Norman, Ph.D. (“Norman Decl.”), the Declaration of Patricia Watson, Ph.D. (“Watson Decl.”), the Declaration of Christie Reed (“Reed Decl.”), the Court’s files and records in this matter, and any further matters as the Court may consider.

Dated: July 12, 2022

Respectfully Submitted,

JOSEPH SAVERI LAW FIRM, LLP

By: /s/ Steven N. Williams
Steven N. Williams

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Steven N. Williams (State Bar No. 175489)
Elissa Buchanan (State Bar No. 249996)
JOSEPH SAVERI LAW FIRM, LLP
601 California Street, Suite 1000
San Francisco, California 94108
Telephone: (415) 500-6800
Facsimile: (415) 395-9940
Email: swilliams@saverilawfirm.com
Email: ebuchanan@saverilawfirm.com

Daniel H. Charest (admitted *pro hac vice*)
BURNS CHAREST LLP
900 Jackson St., Suite 500
Dallas, Texas 75202
Telephone: (469) 904-4550
Facsimile: (469) 444-5002
Email: dcharest@burnscharest.com

Patrick D. Murphree (admitted *pro hac vice*)
Richard Yelton (admitted *pro hac vice*)
BURNS CHAREST LLP
365 Canal St., Suite 1170
New Orleans, LA 70130
Telephone: (504)799-2845
Facsimile: (504)881-1765
Email: pmurphree@burnscharest.com
Email: ryelton@burnscharest.com

Counsel for Plaintiff and the Proposed Class

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3 [https://www.cand.uscourts.gov/forms/procedural-guidance-for-class-action-](https://www.cand.uscourts.gov/forms/procedural-guidance-for-class-action-settlements/)
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1 **I. INTRODUCTION**

2 Plaintiff Jane Doe (“Plaintiff”) requests that the Court preliminarily approve the settlement¹ of
3 this class action lawsuit against Defendant Youtube, Inc. (“YouTube”) (collectively referred to as the
4 “Parties”). The settlement encompasses all claims Plaintiff asserted in her Complaint² on behalf of
5 herself and the proposed Settlement Class, which consists of all persons who performed content
6 moderation work for contractors of YouTube in the United States at any time during the period from
7 January 1, 2016 to the date of the preliminary approval of the proposed class settlement.

8 The settlement was reached through extensive arms’-length negotiations between competent
9 and experienced counsel that were facilitated by the Hon. Rebecca Westerfield (Ret.). Plaintiff retained
10 two highly credentialed experts and worked closely with them to develop a keen understanding of the
11 diagnosis and treatment of trauma-related injuries and the safeguards necessary to mitigate future harm
12 to content moderators. The settlement is reasonable when the strength of the claims and defenses is
13 measured against the cost and risks of further litigation. It satisfies all criteria for preliminary approval.

14 Accordingly, Plaintiff respectfully requests that the Court enter an order:

- 15 (1) Granting preliminary approval of the Settlement;
16 (2) Provisionally certifying the Settlement Class;
17 (3) Appointing Plaintiff’s counsel as Class Counsel;
18 (4) Approving the proposed Notice Plan;
19 (5) Approving the Settlement Administrator; and
20 (6) Scheduling a hearing for final approval of the Settlement, the application for an award of

21 attorneys’ fees and expenses, service awards for Plaintiff, and entry of final judgment.
22
23

24 _____
25 ¹ The parties’ Settlement Agreement is attached as Exhibit 1 to the Declaration of Steven N. Williams in
26 Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (“Williams Decl.”).
27 A confidential supplemental agreement between the parties is attached as Exhibit 2 to the Williams
28 Decl. Unless otherwise indicated, capitalized terms herein refer to the definitions used in the
Settlement Agreement.

² *Doe v. YouTube, Inc.*, No. 20-CIV-04023 (Cal. Sup. Ct., San Mateo Cty. filed Sept. 21, 2020), ECF 1-1.

1 Plaintiff respectfully submits that the proposed settlement and the proposed plan to disseminate
2 notice and seek approval conform to all Northern District class settlement guidelines and that the
3 settlement should be preliminarily approved so that the Class may be given notice and an opportunity to
4 comment, object, or exclude themselves prior to a final approval hearing.³

5 A proposed Order is submitted herewith.

6 **II. CASE HISTORY AND SETTLING DEFENDANTS**

7 **A. The Class’s Factual Allegations and Claims**

8 Plaintiff⁴ seeks to protect herself and others similarly situated from the dangers of psychological
9 trauma resulting from exposure to graphic and objectionable content on YouTube’s platform and
10 YouTube’s alleged failure to provide a safe workplace for the many workers who scrub YouTube’s
11 platform of disturbing content. Working on the YouTube platform at the offices of contract agencies
12 (“YouTube Vendors”) around the country, content moderators—including Plaintiff—witnessed
13 numerous offensive acts, including extreme and graphic violence and sexual assault. Plaintiff alleges
14 that, as a result of unmitigated exposure to highly toxic and extremely disturbing images viewed using
15 YouTube’s proprietary review tool, Plaintiff developed and suffers from significant psychological
16 trauma. Plaintiff alleges that YouTube failed to implement the workplace safety standards it helped
17 create. Instead, YouTube affirmatively requires content moderators such as Plaintiff to work under
18 conditions it knows to cause and exacerbate psychological trauma. Williams Decl., ¶¶ 3–5.

19 Plaintiff asserted claims for a settlement fund and injunctive relief to prevent YouTube from
20 continuing to conduct its business through unlawful and unfair practices. Plaintiff’s complaint sought
21 the implementation of safety guidelines for all prospective content moderation operations and the
22 establishment of a fund to pay for a medical monitoring program to facilitate the ongoing screening,
23

24
25 ³ *Procedural Guidance for Class Action Settlements*, N. Dist. of Cal.,
26 <https://www.cand.uscourts.gov/forms/procedural-guidance-for-class-action-settlements/> (last visited
27 June 22, 2022).

28 ⁴ Plaintiff has proceeded as Jane Doe due to concerns about her personal medical information and retaliation.

1 diagnosis, and adequate treatment of Plaintiff and the Class members for psychological trauma.
2 Williams Decl., ¶ 6.

3 YouTube denies Plaintiff's factual allegations and the legal merits of her asserted claims.

4 **B. Procedural History and Discovery**

5 On behalf of herself and the other members of the class, Plaintiff filed a complaint against
6 YouTube on September 21, 2020, in the Superior Court of California, County of San Mateo. (ECF 1-1).
7 On October 24, 2020, YouTube removed this complaint to the United States District Court for the
8 Northern District of California. *Doe v. YouTube, Inc.*, Case No. 4:20-cv-7493-YGR (N.D. Cal.). On July
9 14, 2021, the Court granted YouTube's motion to dismiss with leave to amend. (ECF No. 32).
10 Thereafter, the Parties conferred through counsel and agreed to discuss potential resolution outside of
11 Court. The Parties engaged the Hon. Rebecca Westerfield (ret.) of JAMS as a neutral to assist in their
12 settlement efforts and participated in two sessions with Judge Westerfield in March 2022. Williams
13 Decl., ¶ 7. On March 8, 2022, the Parties agreed to settlement terms subject to Plaintiff's experts'
14 satisfaction with the scope of injunctive relief and confirmation of the class size. Those issues have been
15 resolved, and these terms and others have been memorialized in the Settlement Agreement dated May
16 23, 2022. Williams Decl., Ex. 1.

17 **C. Settling Defendant**

18 Defendant YouTube is incorporated under the laws of Delaware with its headquarters in San
19 Bruno, California. YouTube is a fully owned subsidiary of Google, LLC.

20 **III. SUMMARY OF PROPOSED SETTLEMENT**

21 **A. The Class**

22 The Settlement Class is defined as "all Content Moderators (other than Excluded Persons) who
23 performed work in the United States as an employee or subcontractor of a YouTube Vendor from
24 January 1, 2016, to the date of Preliminary Approval." Williams Decl., Ex. 1 § 2.1.

25 **B. YouTube's Settlement Consideration**

26 Pursuant to the Settlement Agreement, Plaintiff and the Class members agree to release their
27 claims against YouTube in exchange for (a) \$4,269,070, which is inclusive of all attorneys' fees,
28 administration costs, and incentive awards; and (b) non-monetary consideration in the form of business

1 practice enhancements to address Plaintiff's and Class members' concerns. Williams Decl., Ex. 1 §§ 3.1,
2 5.1, 6.1.

3 C. Attorneys' Fees and Expenses

4 Counsel for the Proposed Class have thoroughly investigated and litigated this action and will
5 file a motion for expenses and attorneys' fees to be approved by the Court. Counsel will seek no more
6 than \$1,395,986 in fees and expenses; this is equivalent to 32.7% of the Class's monetary recovery. This
7 amount is reasonable in light of the experience of Counsel for the Proposed Class, the contingent risk
8 they undertook, the novelty of the claims pursued (and the attendant uncertainty of success), and the
9 overwhelmingly positive results obtained for the Class members: cash payments to all Class members
10 and injunctive relief. This amount is also consistent with the Ninth Circuit's permitted awards for fees
11 calculated using the "percentage-of-the-fund" approach. *See In re Nat'l Collegiate Athletic Ass'n Athletic*
12 *Grant-in-Aid Cap Antitrust Litig.*, 768 F. App'x 651, 653 (9th Cir. 2019).

13 Counsel for the Proposed Class intends to submit in its motion for attorneys' fees all counsel's
14 lodestar through that date and will disseminate this information to the Class in accordance with the
15 Northern District's Procedural Guidelines for Class Action Settlements.⁵ The amount sought will be
16 consistent with a lodestar cross-check. Williams Decl., ¶ 11.

17 D. Class Representative Service Award

18 Counsel for the Proposed Class intend to request a \$20,000 Class Representative Service award
19 for Plaintiff for her service as the Class Representative. Plaintiff's willingness to come forward with this
20 case despite her concerns about retaliation and her provision of the information to Counsel for the
21 Proposed Class necessary to bring the case justify this award.

22 IV. THE PROPOSED SETTLEMENT SHOULD BE PRELIMINARILY APPROVED.

23 A. Standards for Preliminary Approval of a Proposed Settlement

24 A class action may be dismissed or settled only with the approval of the Court. Fed. R. Civ. P.
25 23(e)(1). The Rule 23(e) settlement approval procedure can be broken into three principal steps: (1)
26

27
28 ⁵ *Procedural Guidance for Class Action Settlements, supra*; see also *In re Mercury Interactive Corp. Sec. Litig.*,
618 F.3d 988 (9th Cir. 2010).

1 preliminary approval of the proposed settlement and provisional certification of the class; (2)
 2 dissemination of notice of the settlement to all affected Class members; and (3) a final approval
 3 determination following a fairness hearing at which Class members may be heard regarding the
 4 settlement and at which counsel may introduce evidence and present arguments concerning the
 5 fairness, adequacy, and reasonableness of the settlement. *See* 4 William B. Rubenstein, Albert Conte &
 6 Herbert Newberg, *Newberg on Class Actions* §§ 13:39 *et seq.* (5th ed. 2014). The protection “afforded by
 7 [Rule 23(e)] is primarily procedural in nature.” *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615,
 8 624 (9th Cir. 1982).

9 The Court will determine whether the proposed settlement is “fair, adequate, and reasonable”
 10 at the final approval stage—i.e., after notice is disseminated and a fairness hearing is held.⁶ At this
 11 preliminary approval stage, the Court need only make “an ‘initial evaluation’ of the fairness of the
 12 proposed settlement” *In re High-Tech Emp. Antitrust Litig.*, No. 11-cv-02509, 2015 WL 12991307, at
 13 *1 (N.D. Cal. Mar. 3, 2015). To grant preliminary approval, the Court need only determine that the
 14 proposed settlement substantively falls “within ‘the range of reasonableness.’” *Id.* (quoting 4 Albert
 15 Conte & Herbert Newberg, *Newberg on Class Actions* § 11.25 (4th ed. 2002)).

16 **B. The Proposed Settlement is Procedurally Sound and Presumptively Fair.**

17 The proposed Settlement Agreement is the product of arm’s-length negotiations between
 18 attorneys who are highly experienced in complex litigation and well informed about the facts and legal
 19 issues of this case. Williams Decl., ¶¶ 7–8; Declaration of Daniel Charest, ¶¶ 3, 7–8. Counsel’s
 20 experience and knowledge is demonstrated by their previous achievement of a settlement for monetary
 21 awards and injunctive relief to benefit content moderators working for Facebook in *Selena Scola et al. v.*
 22 *Facebook, Inc.*, No. 18CIV05135, in the Superior Court of California, County of San Mateo. Williams
 23 Decl., ¶¶ 7–8; Charest Decl., ¶¶ 5–6.

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 25
 26
 27 ⁶ A preview of the fairness standards for final approval weighs in favor of preliminary approval here. *See*
 28 *In re High-Tech Employees Antitrust Litig.*, No. 11-cv-02509, 2013 WL 6328811, at 6 (N.D. Cal. Oct. 30,
 2013). Further, the complexity of class action litigation favors settlement. *See Class Plaintiffs v. City of*
Seattle, 955 F.2d 1268, 1276 (9th Cir. 1992). This class action is no exception.

1 To ensure that negotiations with YouTube proceeded efficiently while keeping the parties at
2 arm's length, the Parties engaged in two mediation sessions with the Hon. Rebecca Westerfield (ret.) of
3 JAMS. The result of these sessions was agreement on the settlement terms. In reaching the settlement,
4 Counsel for the Proposed Class considered this Court's ruling requiring amendment of the complaint as
5 well as the likelihood of success under the legal theory being advanced. They also weighed the
6 advantages of immediate financial relief and changes in the working conditions of YouTube's content
7 moderators against the likely length and inherent risks of class litigation and potential appeals.

8 While negotiating the Settlement Agreement, Counsel for the Proposed Class also worked with
9 two retained experts in psychological trauma to evaluate the proposed injunctive relief to ensure that it
10 would, in fact, address the elevated risk of psychological harms faced by content moderators.
11 Declaration of Sonya Norman, Ph.D., ¶¶ 1-3 (hereinafter "Norman Decl."); Declaration of Patricia
12 Watson, Ph.D., ¶¶ 1-2 (hereinafter "Watson Decl."). As part of this process, these experts, who had
13 also worked with Counsel for the Proposed Class on the Facebook case, submitted detailed questions to
14 YouTube about its current procedures and the details of the resources to be made available to content
15 moderators (such as the particular treatment models YouTube would use when providing psychological
16 support to content moderators). The colloquy with YouTube's internal Mental Health Officer enabled
17 Plaintiff's experts to evaluate and affirm the sufficiency of the proposed injunctive relief. Charest Decl.,
18 ¶ 9; Norman Decl., ¶¶ 8-9; Watson Decl., ¶ 12. Through these exchanges and their independent
19 research and experience, the experts were able to satisfy themselves that the non-monetary relief being
20 accomplished would provide benefits by mitigating the risk of harm to content moderators. Norman
21 Decl., ¶¶ 8-9; Watson Decl., ¶ 12.

22 Through these efforts, Counsel for the Settlement Class have obtained a settlement for the Class
23 members that is "fair, reasonable, and free from collusion." *Hanlon v. Chrysler Corp.*, 150 F.3d 1011,
24 1027 (9th Cir. 1998), *overruled on other grounds by Wal-Mart Stores Inc. v. Dukes*, 564 U.S. 338 (2011); *see*
25 *also In re Volkswagen "Clean Diesel" Mktg., Sales Practices, and Prods. Liab. Litig.*, 895 F.3d 597, 610 &
26 n.18 (9th Cir. 2018) (listing non-exhaustive list of factors when weighing a proposed settlement).

C. Features of the Settlement

1. Settlement Fund

As detailed more fully in the Settlement Agreement, YouTube has agreed to a \$4,269,070 settlement fund, which is inclusive of all attorneys' fees, administration costs, and incentive awards. Williams Decl., Ex. 1, §§ 1.34, 1.36, 3.1.

The settlement may be terminated by YouTube in the event valid Requests for Exclusion exceed a specified threshold. This threshold and the details of this option are contained within a confidential supplemental agreement that has been filed under seal. Williams Decl., Ex. 2.

2. Injunctive Relief

YouTube has agreed to non-monetary consideration in the form of improvements and additions to the psychological resources and supports available to YouTube's content moderators. This relief consists of: (1) access to onsite counseling services provided by a licensed and experienced clinician for individual biweekly sessions of at least 45 minutes in length with additional onsite and virtual counseling available on an as needed basis; (2) access to telephonic counseling and critical incident response; (3) establishing peer support groups to meet on at least a monthly basis; (4) prohibiting adverse employment decisions based on a content moderator's use of these services; (5) providing onboarding training and transparent job descriptions to all moderator applicants; (6) making the YouTube anonymous whistleblower hotline reasonably available to all moderators; and (7) prohibiting YouTube from enforcing non-disclosure agreements against a Class Member who has disclosed the conditions of their work to any person to whom the Class Member believed in good faith such disclosure was necessary or important to their well-being and/or legal rights, so long as the recipient of such information has a confidential relationship with the Class Member. Williams Decl., Ex. 1, § 5.1.

Plaintiff's experts, leaders in the diagnosis and treatment of trauma and trauma-related conditions as well as best practices for content moderation, evaluated this relief to confirm that it will provide protection to content moderators and mitigate the psychological harm they may suffer as a result of their work. Norman Decl., ¶¶ 2-3, 8-9; Watson Decl., ¶¶ 2, 5, 12.

1 **D. The Proposed Settlement Is Within the Range of Reasonableness.**

2 The Settlement Agreement, which provides for significant cash payments and changes to
 3 content moderators' working conditions, provides important relief to Class Members. The
 4 consideration offered by YouTube in exchange for Class Members' release of their claims lies well
 5 within the range of reasonableness. Parties, counsel, mediators, and district judges naturally arrive at a
 6 reasonable range for settlement by considering the likelihood of a favorable verdict, the potential
 7 recovery (discounted to present value), and the chances of obtaining it in light of the challenges of
 8 litigation. *See* Federal Judicial Center, *Manual for Complex Litigation* § 21.62, at 316 (4th ed. 2004)
 9 (noting that one factor "that may bear on review of a settlement" is "the advantages of the proposed
 10 settlement versus the probable outcome of a trial on the merits of liability and damages as to the claims,
 11 issues, or defenses of the class and individual class members"); *Rodriguez v. W. Publ'g Corp.*, 563 F.3d
 12 948, 965–66 (9th Cir. 2009) (citing *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55
 13 F.3d 768, 806 (3d Cir. 1995)). Because the Settlement Agreement provides Class Members with valuable
 14 relief that they would be unlikely to obtain on their own, it is within the range of reasonableness and
 15 worthy of preliminary approval.

16 The settlement is also reasonable when compared to a similar settlement obtained by Counsel
 17 for the Proposed Class on behalf of Facebook content moderators in *Scola v. Facebook, Inc.*, No.
 18 18CIV05135 (Cal. Sup. Ct., San Mateo Cty.). Williams Decl., ¶ 10; Charest Decl., ¶ 12. Although the
 19 disbursement of the settlement fund is structured differently in the two settlements (a flat payment to all
 20 class members followed by tiered additional payments in that case versus a single per capita payment to
 21 all class members in this case), a comparison of the two settlements, as shown in the chart found in
 22 Attachment B to this motion, demonstrates the reasonableness of the Settlement Agreement. Moreover,
 23 the structure of this settlement gives each Class Member the autonomy to select the use for their award
 24 that is most appropriate of that Class Member's particular situation.

25 **V. THE PROPOSED NOTICE TO THE CLASS SHOULD BE APPROVED.**

26 Should the Court grant preliminary approval, it must also "direct notice in a reasonable manner
 27 to all class members who would be bound by the proposal. . . ." Fed. R. Civ. P. 23(e)(1)(B). Notice
 28 should be the best notice practicable under the circumstances. Fed. R. Civ. P. 23(c)(2)(B); *see Phillips*

1 *Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). Moreover, “the class must be notified of a proposed
2 settlement in a manner that does not systematically leave any group without notice.” *Officers for Justice*,
3 688 F.2d at 624 (citations omitted). Notice will be provided by emailed Summary Notice, supplemented
4 by postcard notice for class members unable to be reached by email. Both forms of notice will direct
5 Class Members to the Settlement Website, which will contain the Long-Form Notice. These will also be
6 made available in hard copy to Class Members who so request.

7 This notice plan provides the best notice practicable under the circumstances. Fed. R. Civ. P.
8 23(c)(2)(B). The plan also complies with all Northern District guidelines, including the Northern
9 District’s Procedural Guidance for Class Action Settlements.

10 **A. Summary of Notice Plan**

11 **1. Notice and Claims Administrator**

12 Plaintiff requests that KCC, LLC (“KCC”) be appointed as the Settlement Administrator to
13 administer the Settlement, i.e., providing notice to the Class and administering the Per Capita Payments
14 and the distribution (if any) to the cy près recipient. KCC is an experienced and well-regarded
15 settlement administrator that has administered numerous settlements involving complex and sensitive
16 claims. Reed Decl., ¶¶ 3–5. KCC was selected as a result of a competitive process in which four
17 settlement administrators submitted proposals; each proposal included notice by email and postcard
18 along with a settlement website. Charest Decl., ¶ 10. Counsel for the Proposed Class have had no other
19 engagements with KCC as a settlement administrator in the past two years. Williams Decl., ¶ 14;
20 Charest Decl., ¶ 10. Anticipated administration costs will be no more than \$150,000, which is 3.5% of
21 the Settlement Amount. Charest Decl., ¶ 10. These costs will be paid from the settlement fund.
22 Williams Decl., Ex, 1, § 4.1.

23 **2. Long-Form Notice**

24 The Long-Form Notice provides, in plain language: (1) the nature of the action; (2) the
25 definition of the Class; (3) the claims; (4) the basic terms of the agreement; (5) the ability to enter an
26 appearance through counsel if a Class Member so desires; (6) how to object to the settlement; (7) the
27 time and manner for objecting; (8) the binding effect of a Class judgment and the terms of release; (9)
28 the claim filing process and a description of the allocation plan; and (10) the maximum requests for an

1 award of attorneys' fees, reimbursement of costs, and a service award to the named Plaintiff. The
2 Notice also provides contact information for the settlement administrator. Williams Decl., ¶ 12 and Ex.
3 3.

4 **3. Settlement Website**

5 The Settlement Administrator will publish the Long-Form Notice through the creation of a
6 Settlement Website, which will be maintained by the Settlement Administrator in the period beginning
7 three (3) business days before Notice is first disseminated and ending thirty (30) days after the
8 expiration date of any checks for Per Capita Payments or, if no such checks are mailed, 120 days after
9 any electronic transfers of Per Capita Payments. The Settlement Website will (a) notify Class Members
10 of their rights to object to the Settlement Agreement or to opt out of the Settlement Class; (b) notify
11 Class Members that no further notice will be provided to them that the Settlement has been approved;
12 (c) inform Class Members that they should monitor the Settlement Website for further developments;
13 (d) inform Class Members of their right to attend the Fairness Hearing conducted by the Court; (e)
14 include any required notice of any motion(s) made by Class Counsel for any Attorneys' Fees Award
15 and/or any Class Representative Service Award; (f) include a copy of the Settlement Agreement, the
16 Class Notice, and any other information or materials required by a Class Member to object to the
17 Settlement Agreement or to opt out of the Settlement Class; (g) include copies of the material
18 documents that are filed with the Court in connection with the Settlement; (h) provide a means for
19 Class Members to select their preferred mode for receiving the Per Capita Payment (e.g., check,
20 electronic transfer); and (i) include any other information or materials that may be required by the
21 Court. Class Counsel will regularly visit the website to ensure that it remains live and operational for the
22 duration of the period described above.

23 **4. Summary Notice**

24 The Settlement Administrator proposes to provide Summary Notice through a combination of e-
25 mail and postcard notice substantially in the form attached as Exhibit 4 to the Declaration of Steven N.
26 Williams. E-mail notice will be provided to Class Members for whom YouTube's Vendors have an e-
27 mail address. Postcard notice will be provided to Class Members for whom YouTube's Vendors do not
28 have an e-mail address or whose e-mail notices bounce back. For those Class Members, postcards will

1 be sent to the last known mailing address reflected in the Vendors' systems as updated through the
2 National Change of Address ("NCOA") database. For postcard notices returned as undeliverable, the
3 Settlement Administrator will conduct additional address searches and re-mail the postcard notice to
4 any newly found addresses. The e-mail and postcard notices will provide a link to, or the website
5 address of, the Settlement Website and will provide a telephone number that Class Members can call for
6 information about the Settlement. Williams Decl., ¶ 13 and Ex. 4; Reed Decl., ¶ 5.

7 **5. Phone Line**

8 The Settlement Administrator will establish a phone line that Class Members can call for
9 answers to questions about the Settlement. The line will be staffed with live operators. The telephone
10 line will be maintained by the Settlement Administrator in the period beginning three (3) business days
11 before Notice is first disseminated until one year after the Effective Date of the Settlement. Reed Decl.,
12 ¶ 5.

13 **6. CAFA Notice**

14 Defendant will provide any required CAFA notice.

15 **B. The Notice Forms and Dissemination Plan Meet All Requirements**

16 This proposed notice plan satisfies the fairness standards set forth in Rule 23. Each form of
17 notice—the Long-Form Notice and the Summary Notice—presents all required categories of
18 information clearly and in plain English. *See Officers for Justice*, 688 F.2d at 624. The notices are
19 therefore substantively sufficient. The proposed dissemination plan, furthermore, satisfies due process
20 by providing the best practicable notice to Class Members. *See Fed. R. Civ. P. 23(c)(2)(B)*.

21 **VI. DISTRIBUTION AND USE OF SETTLEMENT FUNDS**

22 **A. Distribution of Funds to Class Members**

23 Under the terms of the Settlement, YouTube will make a \$4,269,070 payment to the Settlement
24 Fund. Williams Decl., Ex. 1, § 1.34. The Settlement Fund will be distributed to class members on a per
25 capita basis. *Id.* § 4.2. The Per Capita Payments will be made within 30 days of the Effective Date and
26 will be made by check unless a Class Member has elected an alternative method of payment on the
27 Settlement Website. *Id.* Payments will remain valid for 90 days; for any payment that is returned
28

1 undeliverable, the Settlement Administrator will make best efforts to identify a valid mailing address for
2 that Class Member. *Id.*

3 Because the primary monetary component of the settlement consideration is a direct payment to
4 Class Members, the participation rate will be very high relative to other class actions. Based on the
5 experience of counsel for the Proposed Class in similar recent litigation, it is anticipated that close to
6 100% of class members will receive compensation.

7 **B. Payment of Claims Administration Expenses**

8 Counsel for the Proposed Class requests authorization to use up to \$150,000 from the
9 Settlement Fund to pay the Settlement Administrator to provide notice to Class Members and to
10 manage the distribution of the Settlement Fund.

11 **C. Cy Près Recipient**

12 If there are unclaimed funds following distribution of the Per Capita payments (e.g., uncashed
13 checks or rejected electronic payments), the parties have agreed that these funds should go to the
14 International Society for Traumatic Stress Studies, “an international interdisciplinary professional
15 organization that promotes advancement and exchange of knowledge about traumatic stress.”⁷ Williams
16 Decl., Ex. 1, § 4.3. The Superior Court of California approved this organization as a cy prè recipient in
17 a similar lawsuit on behalf of Facebook content moderators in which Counsel for the Proposed Class
18 served as class counsel. Williams Decl., ¶ 15. No funds will revert to YouTube. Williams Decl., Ex. 1, §
19 4.3.

20 **VII. THE FINAL APPROVAL HEARING SHOULD BE SCHEDULED.**

21 Plaintiff requests that the Court grant preliminary approval and adopt the schedule set forth in
22 Attachment A, which includes a proposed final approval hearing date on or after November 28, 2022.

23 **VIII. CONCLUSION**

24 For the foregoing reasons, Plaintiff respectfully requests that the Court grant the instant motion
25 in its entirety and preliminarily approve the Settlement Agreement, provisionally certify the Settlement
26

27
28 ⁷ *Mission and Strategic Plan*, Int’l Soc’y for Traumatic Stress Stud., <https://istss.org/about-istss/strategic-plan> (last visited June 21, 2022).

1 Class; appoint Plaintiff's counsel as Class Counsel; approve the proposed Notice Plan; approve the
2 Settlement Administrator; and schedule a hearing for final approval of the settlement, the application
3 for an award of attorneys' fees and expenses, a service award for Plaintiff, and entry of final judgment.
4

5 Dated: July 12, 2022

Respectfully Submitted,

6 JOSEPH SAVERI LAW FIRM, LLP

7 By: /s/ Steven N. Williams

8 Steven N. Williams

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

10 Elissa Buchanan (State Bar No. 249996)

11 JOSEPH SAVERI LAW FIRM, LLP

12 601 California Street, Suite 1000

13 San Francisco, California 94108

14 Telephone: (415) 500-6800

15 Facsimile: (415) 395-9940

16 Email: swilliams@saverilawfirm.com

17 Email: ebuchanan@saverilawfirm.com

18 Daniel H. Charest (admitted *pro hac vice*)

19 BURNS CHAREST LLP

20 900 Jackson St., Suite 500

21 Dallas, Texas 75202

22 Telephone: (469) 904-4550

23 Facsimile: (469) 444-5002

24 Email: dcharest@burnscharest.com

25 Patrick D. Murphree (admitted *pro hac vice*)

26 Richard Yelton (admitted *pro hac vice*)

27 BURNS CHAREST LLP

28 365 Canal St., Suite 1170

New Orleans, LA 70130

Telephone: (504)799-2845

Facsimile: (504)881-1765

Email: pmurphree@burnscharest.com

Email: ryelton@burnscharest.com

Counsel for Plaintiff and the Proposed Class

ATTACHMENT A: Proposed Schedule

Event	Proposed Deadline
Notice campaign, including website, email, and postcard notice	(30 days from date of entry of preliminary approval)
Last day to file motion for attorneys' fees, costs, reimbursement of expenses, and service awards	(50 days from date of entry of preliminary approval)
Last day for Class Members to object to or request exclusion from the Class	(90 days from date of entry of preliminary approval)
Last day for Plaintiffs to file motion in support of final approval of the Settlement and to respond to objections	(14 days after objection deadline)
Fairness hearing	_____, at _____ a.m./p.m.

ATTACHMENT B: Similar Settlement

<i>Scola v. Facebook, Inc.</i>	<i>Doe v. YouTube, LLC</i>
\$52,000,000 settlement fund	\$4,269,070 settlement fund
13,862 class members	Approx. 1300 class members
13,527 class members were sent notice (97.6%)	Notices have not yet been sent.
Email notice, postcard notice, and website	Email notice, postcard notice, and website
Call center with live operators	Call center with live operators
Every class member received an initial \$1,000 payment. 11,410 payments have been successfully completed and reissues are ongoing. 1,306 class members submitted claims for medical treatment payments.	N/A
Every class member received a \$1,000 payment. 816 class members presenting a qualifying diagnosis received one of 4 tiered payments between \$1,600 and \$6,000 for medical treatment. Of these class members, those who submit documentation of damages are eligible for additional tiered awards with the amounts depending on the number of claimants at each stage; these amounts have not been determined as the claims process is still ongoing.	\$3,284 per class member before fees and expenses; \$2,079 per class member after fees, expenses, and administration costs (assuming 32.7% for fees and expenses, a \$20,000 Class Representative Service Award, and \$150,000 for administration costs)

<i>Scola v. Facebook, Inc.</i>	<i>Doe v. YouTube, LLC</i>
Amount to cy prè recipient is not yet known because Settlement Fund is still being distributed.	Amount to cy prè recipient is not yet known as it will depend on the number of uncashed checks or rejected payments.
\$1,375,584.14 through May 2022 ⁸	No more than \$150,000
\$15,600,000 in fees and \$180,881.06 in expenses	Counsel will seek no more than \$1,395,986 in fees and expenses.

⁸ These much larger administration costs reflect the multistage claims process in the settlement with Facebook that is not a feature of the proposed settlement in this case.