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14 *Attorneys for Plaintiff and the Proposed Class*

15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA

17 Jane Doe,
18
19 Plaintiff,
20
21 vs.
22 YouTube, Inc.,
23 Defendant.

Case No. 4:20-cv-7493 (N.D. Cal.)

CLASS ACTION

**INTERIM POST-DISTRIBUTION
ACCOUNTING**

Date: April 8, 2024

Time: 9:01 a.m.

Judge: Hon. Yvonne Gonzalez Rogers

Location: Courtroom 1

24 Pursuant to this Court’s order granting final approval, Doc. 81, Plaintiff, through Class
25 Counsel, files the following interim post-distribution accounting in accordance with the Northern
26 District of California’s Procedural Guidance for Class Action Settlements (the “Guidance”) to
27 report on the distribution of the Settlement approved in this matter. As detailed in Plaintiff’s Notice
28 Regarding Interim Post-Distribution Accounting and Notice of Motion and Motion for Extension
of Time to File Final Post-Distribution Accounting, Doc. 83, and as further detailed below, Plaintiff
requires additional time to prepare a final accounting as not all of the checks mailed to Class
Members have expired and determination of certain individuals’ membership in the Class is
ongoing. On November 27, 2023, this Court granted an extension of time until April 1, 2024, for

1 the Parties to file a final post-distribution accounting. Doc. 86.

2 **I. Interim Post-Distribution Accounting**

3 On May 15, 2023, this Court granted final approval of the Settlement. Doc. 81. On May 24,
4 2023, notice of final approval and an invitation for Class Members to elect an electronic payment
5 or change their mailing address was sent by KCC, the Settlement Administrator, to 7 Class
6 Members for whom Class Counsel had a mailing address only. Declaration of Monica Murray ¶ 4
7 (attached as Exhibit A). On May 25, 2023, notice of final approval and an invitation for Class
8 Members to elect an electronic payment or change their mailing address was sent to 1421 Class
9 Members for whom Class Counsel had an email address and a mailing address. *Id.* On May 25,
10 2023, notice of final approval and an invitation to elect an electronic payment or provide a mailing
11 address was sent to 4 Class Members for whom Class Counsel had an email address only; this
12 notice included a warning that no payment could be issued unless the Class Member responded to
13 the notice. *Id.*

14 The deadline for Class Members to elect a payment method other than the default method
15 of a mailed check was June 28, 2023. Murray Decl. ¶ 5. By that date, 261 Class Members had
16 elected a either Paypal or VenMo, and KCC had received 58 calls and 100 emails requesting
17 information about the Settlement. Murray Decl. ¶¶ 5, 13–14. After that date, KCC received an
18 additional 371 calls and 258 emails from individuals requesting information about the Settlement.
19 Murray Decl. ¶¶ 13-14.

20 On August 3, 2023, KCC received payment of the Settlement Amount from YouTube, LLC
21 (“YouTube”).¹ Murray Decl. ¶ 6. On August 24, 2023, payments of \$2222.25 were made by check
22 or electronic transfer to 1,422 Class Members.² Murray Decl. ¶ 9. On August 24, 2023, the approved
23 service award was paid to the class representative by check. Murray Decl. ¶ 7. On August 22, 2023,
24

25 ¹ This payment was less the \$150,000 that KCC had received from YouTube on November 7,
2022, to fund the notice and administration process. Murray Decl. ¶ 3.

26 ² Class Counsel had email addresses only for 4 Class Members. Murray Decl. ¶ 4. These Class
27 Members did not respond to notice to provide either a mailing address or a form of electronic
28 payment. Murray Decl. ¶ 9. Therefore, these Class Members could not be sent a Per Capita
Payment. However, their shares were included in the distribution to allow for payments to be
made if they later provided their information. *Id.* Six additional Class Member records were
determined to be duplicates. *Id.*

1 the approved attorneys' fees and costs were paid to Class Counsel by check. Murray Decl. ¶ 8. The
2 checks mailed to Class Members expired on November 22, 2023. Murray Decl. ¶¶ 7–8.

3 Following the initial distribution, KCC reissued 87 checks to Class Members due to returned
4 electronic payments, returned checks, or at the request of the Class Members. Murray Decl. ¶¶ 10–
5 11. These checks were issued in three waves and will expire on December 15, 2023, January 16,
6 2024, and January 30, 2024. *Id.*

7 As of November 30, 2023, 314 checks remain uncashed, amounting to \$697,786.50. Murray
8 Decl. ¶ 12. This total includes 31 checks that were reissued to Class Members that have not yet
9 expired, amounting to \$68,889.75. *Id.* As only 31 checks remain unexpired, the distribution process
10 is substantially complete.

11 Of the 1,422 Class Members to whom Per Capita Payments were made, 314 checks
12 (including 31 that remain unexpired) have not been cashed. *Id.* Therefore, to date, approximately
13 78% of the Class has accepted payment from the Settlement.

14 Since May 1, 2023, Class Counsel has performed an additional 119.3 hours of work on this
15 matter. Declaration of Daniel Charest (“Charest Decl.”) ¶ 22 (attached as Exhibit B). The total
16 additional lodestar for this period is \$87,100. *See id.* Added to the lodestar for the period preceding
17 final approval,³ the total lodestar for Class Counsel’s work on this matter is \$923,103. The 30%
18 attorneys’ fee awarded by this Court thus represents a multiplier of 1.53.

19 Plaintiff provides the following accounting in accordance with the Guidance:

20 Total Settlement Fund	\$4,702,544.80
21 Total Number of Class Members	1,432 ⁴
22 Total Number of Class Members to Whom Notice Was Sent and Not Returned Undeliverable	1379 (96.3% of the class)
23 Total Number of Class Members to Whom Per Capita Payments Could Not Be Sent	4
24 Number and Percentage of Claim Forms Submitted	N/A (settlement did not require claim forms)
25 Number and Percentage of Opt-Outs	0 (0%)

27 ³ This lodestar was \$516,630.50 for Joseph Saveri Law Firm, LLP, Doc. 78-1, and \$319,372.50
28 for Burns Charest LLP, Doc. 78-3.

⁴ This was the total used when providing notice. Six of these records were later determined to be
duplicates.

1	Number and Percentage of Objections	0 (0%)
2	Average Recovery per Claimant	\$2222.25
3	Median Recovery per Claimant	\$2222.25
4	Maximum Recovery per Claimant	\$2222.25
5	Minimum Recovery per Claimant	\$2222.25
6	Method(s) of Notice	Email; Postcard
7	Method(s) of Payment	Check; Venmo; PayPal
8	Number and Value of Uncashed and Expired Checks	283; \$28,896.75
9	Number and Value of Uncashed and Unexpired Checks	31; \$68,889.75
10	Amounts Distributed to <i>Cy Près</i> Recipient	To Be Determined ⁵
11	Administrative Costs to Date	\$64,163.20
12	Attorneys' Fees	\$1,416,163.44
13	Attorneys' Costs to Date	\$41,234.97
14	Attorneys' Fees as Percentage of Settlement Fund	30%
15	Plaintiff's Counsel's Updated Lodestar Total	\$923,103
16	Updated Lodestar Multiplier	1.53

17 In addition to the monetary relief, the Settlement also provided for significant injunctive
18 relief, including:

- 19 • Requiring YouTube Vendors to provide Content Moderators with onsite counseling
20 services for at least 45 minutes of individual time bi-weekly and additional onsite and
21 virtual counseling on an as-needed basis.
- 22 • Requiring YouTube Vendors to provide Content Moderators with access to an employee
23 assistance plan with 24/7 support.
- 24 • Requiring YouTube Vendors to provide peer support groups and/or listening sessions to
25 Content Moderators.
- 26 • Prohibiting YouTube Vendors from making adverse employment decisions on the basis of
27 a Content Moderator's use of these services.

28 ⁵ As discussed above, there are uncashed and unexpired checks that have been mailed to certain Class Members. For that reason, payment has not yet been made to the *cy prè*s recipient.

- 1 • Requiring YouTube Vendors to provide Content Moderators with onboarding training that
2 includes an overview of the vendor’s wellness program and resources, psychological
3 coping skills, and a process to request an alternative work assignment.
- 4 • Requiring YouTube Vendors to provide transparent job descriptions stating that the job
5 involves content moderation and accurately reflecting the scope of the activities a Content
6 Moderator is expected to perform.
- 7 • Prohibiting YouTube from enforcing any rights it may have as a beneficiary of any non-
8 disclosure agreement entered into by a Class Member who has disclosed the conditions of
9 their work to any person to whom the Class Member believed in good faith such
10 disclosure was necessary or important to their well-being and/or legal rights so long as the
11 recipient of that information has a confidential relationship with the Content Moderator
12 (e.g., the Class Member’s healthcare provider, attorney, spouse, or priest).
- 13 • Requiring that YouTube make commercially reasonable efforts to ensure its vendors’
14 compliance with these requirements.
- 15
- 16

17 Doc. 81 at 19–21. Plaintiff’s expert has estimated value of the counseling to be provided at
18 \$3,900,000.00 annually. Doc. 58-3 at 4–5.

19 **II. Outstanding Issues**

20 Payments to the Class were made based on a list of addresses provided by Accenture,
21 YouTube’s vendor, in response to a subpoena served on Accenture during settlement
22 negotiations. Doc. 58-1 at 5. Accenture subsequently identified additional individuals who met
23 the class definition. Doc. 64. Accenture’s list of 1,432 Class Members was then used to provide
24 notice to the Class. Doc. 78-8 at 2–4. It was also used to contact Class Members to allow them to
25 elect an electronic payment method and to issue checks by mail. Murray Decl. ¶¶ 4, 9.
26

27 After the Settlement was approved, 67 individuals contacted Plaintiff’s counsel and/or the
28

1 Settlement Administrator and asserted that they believed that they were members of the class but
2 that they had not received a payment. Murray Decl. ¶ 15; Charest Decl. ¶ 10.⁶

3 Over the course of multiple communications and efforts to investigate from mid-October
4 2023 through the present, Class Counsel provided counsel for YouTube and for Accenture with
5 the names of these individuals and what information Plaintiff's counsel was able to obtain from
6 them regarding their employment. Charest Decl. ¶ 11. This included, when available, information
7 specifically requested by Accenture to facilitate identification of these individuals in Accenture's
8 records. *Id.*

9
10 Three of these individuals had not received checks because of an outdated address.
11 Charest Decl. ¶ 12. Checks were reissued to them at their current addresses on November 17,
12 2023. Murray Decl. ¶ 10. These checks will expire January 16, 2024. *Id.* One of these individuals
13 was confirmed to have, in fact, received a Per Capita Payment. Charest Decl. ¶ 13.

14
15 On October 27, 2023, counsel for Accenture informed Plaintiff's counsel that six of these
16 individuals had been "inadvertently excluded" from the list of Class Members that Accenture had
17 provided during settlement negotiations and that formed the basis for making notice and payment
18 to the Class. Charest Decl. ¶ 15. On November 7, 2023, counsel for Accenture revised that
19 number and indicated that only one of those six individuals had been inadvertently excluded and
20 that the other five did not meet the class definition. Charest Decl. ¶ 16. On November 21, 2023,
21 counsel for Accenture indicated that it had identified additional individuals who may have met
22 the class definition but had not been included in the original list provided by Accenture. Charest
23 Decl. ¶ 19. Investigation is ongoing to identify individuals who met the class definition but were
24 not included in Accenture's original list of 1,432 Class Members. Charest Decl. ¶¶ 17–18. Class
25
26

27 _____
28 ⁶ Some of these individuals reached out both to counsel and to KCC. In addition, Class Counsel received the names of some of these individuals indirectly through other individuals who directly contacted Class Counsel. Charest Decl. ¶ 10.

1 Counsel is committed to helping these individuals resolve these questions and has been working
2 to do so. But that process has not yet concluded.

3 It is for this reason, as well as because 31 reissued checks have not yet expired, that Class
4 Counsel can only render an interim post-distribution accounting at present. Once the investigation
5 has been completed and payments made to all Class Members and the *cy près* recipient, Class
6 Counsel will provide this Court with a final post-distribution accounting by April 1, 2024.

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8 Pursuant to the Guidance, a copy of this Interim Post-Distribution Accounting will be
9 posted to the Settlement Website.

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1 Dated: November 30, 2023

Respectfully Submitted,

2 STEVEN WILLIAMS LAW, P.C.

3 By: /s/ Steven N. Williams
4 STEVEN N. WILLIAMS

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CERTIFICATE OF SERVICE

I hereby certify that on December 1, 2023, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to counsel or parties of record electronically by CM/ECF. /s/ Steven N. Williams
Steven N. Williams