

NOTICE OF PROPOSED CLASS ACTION

Doe v. YouTube, Inc.
United States District Court for the Northern District of California
Case No. 4:20-cv-7493

You have been identified as a current or former Content Moderator who performed work for YouTube, Inc. (“YouTube”) in the United States as an employee or subcontractor of one or more of YouTube’s Vendors between January 1, 2016 and September 30, 2022. There is a proposed settlement of a class action filed against YouTube asserting claims related to injuries allegedly caused by viewing graphic and objectionable content while performing content moderation services for YouTube’s Vendors.

The United States District Court for the Northern District of California ordered that this notice be sent to certain current and former content moderators to notify them of a proposed settlement of a class action lawsuit (the “Action”). This notice is not a solicitation from a lawyer, and you are not being sued.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION LAWSUIT	
EXCLUDE YOURSELF	If you exclude yourself, you WILL NOT receive payment. You WILL have the option to file your own lawsuit regarding the claims resolved by this settlement or those that are sufficiently related. You WILL NOT be bound by the release explained in this notice below.
OBJECT	If you do not exclude yourself, you may object to the settlement. If you object, you should write to the Court explaining why you do not agree with the settlement. The Court may or may not agree with your objection.
DO NOTHING	You do not need to do anything to receive money. Money will be automatically paid to you if you do not request exclusion. You WILL give up any rights to sue YouTube for the claims made in this Lawsuit or any that are sufficiently related. You WILL be bound by the release.

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1. What is this lawsuit about?

Plaintiff Jane Doe (“Plaintiff”) brought this action on behalf of current and former Content Moderators who performed work in the United States as an employee or subcontractor of a YouTube Vendor between January 1, 2016, to the date of Preliminary Approval (the “Class”). For purposes of this settlement, “Content Moderator” means an individual who works in a group whose principal responsibility is to review user-generated content uploaded to YouTube to determine whether such material violates YouTube’s Community Guidelines. “YouTube Vendor” means a vendor (a) with whom YouTube has contracted to provide Content Moderator services to YouTube in the United States; and (b) who either (i) directly employed an individual as a Content Moderator; or (ii) subcontracted with an individual to provide services as a Content Moderator. “YouTube Vendor” also means any subcontractor of a YouTube Vendor who has contracted to provide Content Moderator Services to YouTube in the United States and who (y) directly employed an individual as a Content Moderator; or (z) subcontracted with an individual to provide services as a Content Moderator.

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

The settlement includes all claims asserted by Plaintiff in the lawsuit on behalf of herself and the proposed Class. As detailed below, the settlement provides for payment of \$4,269,070 by YouTube, which will be used to pay all settlement costs, including settlement administration costs, any attorneys’ fees and expenses awarded to class counsel, and a “Per Capita Payment” to each Class Member. YouTube also will implement business practice enhancements addressing the workplace practices challenged in this action, including requiring all YouTube Vendors to implement interventions to promote the wellness of Content Moderators and providing all Content Moderators in the United States with access to YouTube’s anonymous whistleblower hotline to report any violation by YouTube or a YouTube Vendor.

2. What is a class action?

In a class action lawsuit, one or more people called “Class Representatives” (in this case, Plaintiff Jane Doe) sue on behalf of other people (“Class Members”) who allegedly have similar claims. If a court approves of the case proceeding as a “class action,” that court decides the lawsuit for all Class Members.

In this case, the Class Representative and YouTube reached a settlement, subject to Court approval, to agree to a class action for purposes of settlement. The Court certified the case as a class action solely for purposes of deciding whether to approve the settlement. If the settlement is not approved by the Court, the Class Members will not get the benefits of this settlement, and the Plaintiff will go back to court to continue her case.

3. Why is there a settlement?

The settlement was reached through extensive arm’s-length negotiations between experienced attorneys for Plaintiff and for YouTube. The attorneys’ discussions were facilitated by a retired judge. All parties believe that their respective interests are best served by entering into this settlement, particularly given the risks inherent in complex class action litigation and the time it would take to bring the litigation to a conclusion.

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

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

4. Why did I receive notice?

You received notice because employment records show that you may be a “Class Member”—meaning you were identified as a current or former Content Moderator who performed work for a YouTube Vendor in the United States as an employee or subcontractor of one or more of YouTube’s Vendors between January 1, 2016 and September 30, 2022. This notice lets you know how you can participate in or exclude yourself from this settlement.

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

You are a Class Member if you are a current or former Content Moderator (other than Excluded Persons) who performed work in the United States as an employee or subcontractor of a YouTube Vendor between January 1, 2016 and September 30, 2022.

The following Persons (each an “Excluded Person”) are excluded from the Settlement Class and are not Class Members: (a) the Settlement Administrator; (b) employees, officers, and directors of YouTube; (c) any judge presiding over the Action and that judge’s immediate family members; and (d) Persons who properly and timely opt out of the Settlement Class by submitting a Request for Exclusion (see Section 13 below).

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

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

- a. Participate in the settlement and receive the benefits of the settlement (see Section 8 below);
- b. Object to the settlement by filing and serving an objection by December 29, 2022 (see Sections 9–11 below); or
- c. Request to be excluded from the settlement by submitting a request to be excluded by December 29, 2022 (see Section 13 below).

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

If you want to participate in the settlement, you do not need to do anything at this time. If the settlement receives final approval, you will be sent a Per Capita Payment and potentially benefit from the practice and business practice enhancements discussed in Section 8 below. The Per Capita Payment serves as redress and consideration for the Class Release.

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

The settlement provides both monetary payments and business practice enhancements. The following is a summary of the settlement benefits. For a complete description of the settlement and what it obligates the parties to do, you can read the full Settlement Agreement at www.ContentModeratorYTSettlement.com.

Monetary Payments

YouTube has agreed to deposit \$4,269,070 into a settlement fund as compensation for the release of the Class’s claims. Any award for attorneys’ fees and expenses, service awards to the Class Representative, and settlement administration costs will be paid from the settlement fund before making payments to Class Members.

All Class Members will receive a single “Per Capita Payment” from the net settlement fund. In exchange, all Class Members will give YouTube, to the fullest extent that the law permits, a release of all past, present, and future Claims of any nature whatsoever arising out of (a) the Action; (b) the conduct, transactions, or occurrences set forth in any pleading in the Action; (c) the Covered Conduct; and (d) the conduct of the settlement negotiations and the negotiations of this Agreement (except for representations or obligations expressly included in the Settlement Agreement).

If any money remains in the settlement fund after distribution to Class Members, it will be donated to the International Society for Traumatic Stress Studies, an organization that researches and advocates around issues of traumatic stress.

Practice and Tooling Enhancements

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

- Provide onsite counseling services provided by a licensed and experienced clinician trained in treating individuals suffering from trauma so that each Content Moderator will have access to onsite counseling for at least 45 minutes of individual time bi-weekly and additional onsite and virtual counseling on an as-needed basis;
- Provide access to 24/7 support, virtual counseling, and critical incident response;
- Provide monthly peer support groups and/or peer listening sessions to enable Content Moderators to meet at their discretion to discuss mental health and well-being on at least a monthly basis; and
- Provide Content Moderators with information about these practice enhancements, as well as a telephone hotline number where compliance concerns can be reported directly to YouTube.

YouTube has agreed to make reasonable commercial efforts to ensure that its U.S. Vendors provide these practice enhancements to Content Moderators.

9. How do I object to the settlement?

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

To be considered, any objection must be made in writing and be filed with the Court. All written objections and supporting papers must (a) clearly identify the case name and number (*Jane Doe v. YouTube*, 4:20-CV-07493-YGR), (b) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 1301 Clay Street, Suite 400S, Oakland, CA 94612, and (c) be filed or postmarked on or before the Objection/Exclusion Deadline.

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

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

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

11. Can I appear at the final approval hearing?

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

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

12. Do I have to participate in the settlement?

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

13. How can I exclude myself from the settlement?

To exclude yourself from the settlement, you must submit a written and signed statement requesting exclusion from the Class by December 29, 2022 to:

Doe v. YouTube Settlement Administrator
P.O. Box 301132
Los Angeles, CA 90030-1132

To be effective, this written request must contain your name, address, and telephone number, be submitted via First Class U.S. mail, and be postmarked by December 29, 2022. If you fail to submit a valid and timely request for exclusion in this manner, you will be bound by the settlement and judgment entered by the Court.

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

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

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

15. What if I do nothing?

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

16. Do I need to hire my own attorney?

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

<p>Steven N. Williams swilliams@saverilawfirm.com JOSEPH SAVERI LAW FIRM, LLP 601 California Street, Suite 1000 San Francisco, CA 94108 Telephone: (415) 500-6800 Facsimile: (415) 395-9940</p>	<p>Daniel Charest dcharest@burnscharest.com BURNS CHAREST LLP 900 Jackson Street, Suite 500 Dallas, TX 75202 Telephone: (469) 904-4550 Facsimile: (469) 444-5002</p>	<p>Patrick D. Murphree pmurphree@burnscharest.com Richard Yelton ryelton@burnscharest.com BURNS CHAREST LLP 365 Canal Street, Suite 1170 New Orleans, LA 70130 Telephone: (504) 799-2845 Facsimile: (504) 881-1765</p>
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You do not need to pay for their services. They will be paid from the settlement fund. If you decide to hire your own attorney, you will have to pay for his or her services yourself.

17. What will Class Counsel and the Class Representative get from this settlement?

Class Counsel have not received compensation for their services in bringing the lawsuit. They will seek to be paid from the settlement fund. They will ask the Court for an award of attorneys’ fees and expenses of up to \$1,545,986, or 33% of the settlement fund created by the Settlement Agreement.

Plaintiff will also request a service award for the time and work she put into this lawsuit.

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

18. When will the settlement be final?

The Court has scheduled a final approval hearing for February 21, 2023 at 2:00 p.m. This hearing will occur before the Hon. Yvonne Gonzalez Rogers at the United States District Court for the Northern District of California, Oakland Courthouse, Courtroom 1 – 4th Floor, 1301 Clay Street, Oakland, CA 94612. The final approval hearing may be rescheduled to a later time without further notice to you. You can check the Court’s website to see the schedule of upcoming motion hearings at <https://apps.cand.uscourts.gov/CEO/cfd.aspx?7145>.

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

You may attend the final approval hearing through the use of Zoom videoconferencing. Instructions for attending via Zoom will be posted on the settlement website (www.ContentModeratorYTSettlement.com) approximately two weeks before the hearing on February 21, 2023. Any date changes will also be available through the Public Access to Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

After the Court rules on the final approval and either the time to appeal has expired or any appeal filed has been resolved in favor of the settlement, the settlement will become final. Once the settlement is final, Per Capita Payments will be sent to the Class Members.

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

This notice provides only a summary of the lawsuit and settlement. For more detailed information, you may review the Amended Complaint, the Settlement Agreement, and selected other filings at the settlement website: www.ContentModeratorYTSettlement.com. You may access the Court docket in this case, for a fee, through the Court’s Public Access to Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of Court for the United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612 between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

Please direct any questions regarding this notice and the settlement to the *Doe v. YouTube, Inc.* Settlement Administrator at 1-888-710-2838 or to Class Counsel. **PLEASE DO NOT TELEPHONE THE COURT.**

20. What dates should I be aware of?

December 29, 2022

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

December 29, 2022

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

February 21, 2023, at 2:00 p.m. (unless otherwise ordered by the Court)

Final approval hearing at the Court.