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20-7084

No. _____

IN THE
SUPREME COURT OF THE UNITED STATES

Mindy Hill – PETITIONER

Vs.

Google, LLC et al – RESPONDENT (S)

ON PETITION FOR A WRIT OF CERTIORARI TO

DC COURT OF APPEALS

PETITION FOR WRIT OF CERTIORARI

Mindy Hill

1723 27th Street, SE #302

Washington, DC 20020

ORIGINAL

QUESTION(S) PRESENTED

1. Whether the court should resolve the following for which the state courts are dominated by Google's financial endeavors, and further use of TikTok TERMS OF SERVICE; if Google's YouTube TERMS OF SERVICE poses safety concerns and violated Ms. Hill's first amendment rights to freedom of the press and abridging freedom of speech by Google's YouTube sharing-streaming service generated automatic closed captioning "glitch" appeared on MGM video uploaded to YouTube sharing-streaming service on December 8, 2016, when Ms. Hill stated "*What's up DC this is your girl Mindy Jo with the DC Voice dot com,*" and YouTube's automated closed captioning "glitch" translated that communication into "*What's up DC bitch girl maybe gel with?*"
2. Whether Civil Rules of Civil Procedure are modified, exclusionary or certain rights are reserved based on names in filing of complaint. If not, were Ms. Hill's fourteenth amendment rights to the United States Constitution violated bypassing the Trial phase of Civil Procedure resulting in Judge Anthony Epstein's JUDGEMENT for Google LLC et al when plaintiff's complaint filed CASE CAPTION is Google Inc. et al, when all persons born in the United States and subject to the

jurisdiction thereof, are citizens of the United States and of the State wherein they reside.

3. Whether Google's YouTube automated closed captioning "glitch" violated Ms. Hill's fifth amendment rights to the United States Constitution granting no person shall be deprived of life, liberty, or property in her pursuit to life, liberty as an journalist while working on December 8, 2016 covering the MGM National Harbor Grand Opening, later uploading the original digital content to the YouTube video sharing-streaming service resulting in the closed caption automatically generating a "glitch," and no ability to monetize on original digital content uploaded to Google's YouTube video sharing-streaming service.

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Google Inc. et al

YouTube Inc. et al

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1.
IN THE
SUPREME COURT OF THE UNITED STATES
PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issues to review the judgment below.

OPINIONS BELOW

The opinion of the state court to review the merits appears at Appendix A to the petition and is reported at

PER CURIAM: Appellant, Mindy Hill, initiated a civil action against Google, LLC and YouTube, LLC alleging negligence and defamation arising from her use of an automated closed-captioning function available for videos uploaded to YouTube. After appellant acknowledged that she voluntarily signed the YouTube Terms of Service, the trial court issued a final order finding those terms enforceable and granting appellees' limited motion for summary judgment. For the reasons detailed below, we affirm.

I.

Appellant uploaded a video to YouTube in December 2016. In December 2016 she filed a complaint against Google, LLC and YouTube, LLC's holding company, Alphabet, Inc., seeking damages for defamation. After the initial claim was dismissed, appellant filed anew against Google, LLC and YouTube, LLC on May 26, 2017. Her amended complaint asserted liability based on

negligence and defamation arising from YouTube's automated closed-captioning function that transcribed her spoken words, "What's up DC this is your girl Mindy Jo with the DC Voice dot com" as, "What's up DC bitch girl maybe gel with." Appellees moved to dismiss on multiple grounds, one of which being that appellant's claims were barred by the YouTube Terms of Service. Those terms provide that YouTube disclaims any express or implied warranties for its services and is not liable for any damages resulting from errors, mistakes, or inaccuracies of content based on any legal theory, including tort.

After the trial court failed to issue a written order on these grounds for dismissal, appellees filed a limited motion for summary judgment focusing on the contractual enforceability of the YouTube Terms of Service. Based on facts asserted by appellees that appellant failed to dispute, the trial court found the contractual provisions enforceable because appellant had been free to accept or decline them when she signed up for YouTube and again when she enrolled in YouTube's Partner Program. Furthermore, it found that these terms were not outrageously unfair since it is not unreasonable for appellees to protect themselves from liability for inadvertent or isolated transcription errors like the one at issue.

On appeal, appellant argues that the trial court erred because there was

sufficient evidence to find appellees liable for defamation, libel, and negligence. She also argues that summary judgment was improperly granted because appellees' names on the docket were changed from Google, Inc. and YouTube, Inc. to Google, LLC and YouTube, LLC, counsel for appellees did not appear in court on a given date, and there was allegedly collusion between appellees and the government of the District of Columbia to interfere with the lawsuit. Because appellant raises these last claims for the first time on appeal, they are waived. *Hollins v. Federal Nat'l Mortg. Ass'n*, 760 A.2d 563, 572 (D.C. 2000)

("Ordinarily, arguments not made in the trial court are deemed waived on appeal."). Therefore, our analysis will be limited to the first issue raised.

II.

"Whether summary judgment was properly granted is a question of law, and we review de novo a decision granting such relief." *Guilford Transp. Indus., Inc. v. Wilner*, 760 A.2d 580, 591 (D.C. 2000) (brackets omitted). "In order to be entitled to summary judgment [,] the moving party must demonstrate that there is no genuine issue of material fact and that it is entitled to judgment as a matter of law." *Id.* at 592 (brackets omitted).

III.

An adhesion contract is a "standard-form contract prepared by one party, to

be signed by another party in a weaker position, usu[ally] a consumer, who adheres to the contract with little choice about the terms.” *Andrew v. American Imp. Ctr.*, 110 A.3d 626, 633 n.8 (D.C. 2015) (citing ADHESION CONTRACT, Black’s Law Dictionary (9th ed. 2009)). We consider the YouTube Terms of Service to be an adhesion contract because they are standard for all consumers, completely determined by YouTube, and offered to consumers like appellant on a take-it-or leave- it basis. As such, we review them for unconscionability. *Riggs Nat’l Bank of Washington, D.C. v. District of Columbia*, 581 A.2d 1229, 1251 (D.C. 1990)

(“Such a contract may be one of adhesion, and is therefore subject to judicial scrutiny for unconscionability.”).

A “contract may be unconscionable either because of the manner in which it was made [i.e., procedural unconscionability] or because of the substantive terms of the contract [i.e., substantive unconscionability] or, more frequently, because of a combination of both.” *Urban Invs., Inc. v. Branham*, 464 A.2d 93, 99 (D.C.1983). “Usually, the party seeking to avoid the contract must prove both elements: an absence of meaningful choice on the part of one of the parties together with contract terms which are unreasonably favorable to the other party.” *Id.*

(quotation marks omitted). “[T]he party seeking to avoid the contract will have to show that the terms are so extreme as to appear unconscionable

according to the mores and business practices of the time and place.” *Id.* at 100 (quotation marks omitted). “Here, there was no procedural unconscionability where the conditions for use of YouTube’s service were not obscured or hidden, Plaintiffs had a clear opportunity to understand the terms, and they did not lack a meaningful choice.”

Song fi, Inc. v. Google Inc., 72 F.Supp.3d 53, 63 (D.C. Cir. 2014). Likewise, appellant in this case had the same opportunity to review the same unobscured language before agreeing to it. Furthermore, it is apparently common practice for companies such as Google or YouTube to include broad liability disclaimers when offering their online services.¹ And appellant has not made a showing sufficient to overcome summary judgment that such disclaimers are so extreme as to appear unconscionable. Therefore, we do not find the disclaimer of liability for inadvertent mistakes occurring in the use of its free video uploading platform so extreme or out of line with today’s “mores and business practices” for online platforms as to be substantively unconscionable. Therefore, we affirm the decision below because, reviewing the grant of summary judgment *de novo*, we conclude that there is no genuine issue of material fact. The YouTube Terms of Service are enforceable, and as such, they bar appellant’s claim for damages arising from a transcription error when using the closed-captioning function on YouTube.

Affirmed.

1 “Judicial notice may be taken at any time, including on appeal.”

Christopher v. Aguirre, 841 A.2d 310, 311 n.2 (D.C. 2003). “A judicially noticed fact must be one not subject to reasonable dispute in that it is either (1) generally known within the territorial jurisdiction of the trial court or (2) capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned.” *Id.* (citing Fed. R. Evid. 201(b)). That disclaiming errors is common practice for online video platforms may accurately and readily be determined by looking at comparable services. *See, e.g.,* Tik Tok Terms of Service, Section 9 –

Exclusion of Warranties, <https://www.tiktok.com/legal/terms-of-use?lang=en>
<https://perma.cc/JEG8-QEVC> (“IN PARTICULAR WE DO NOT REPRESENT OR WARRANT TO YOU THAT . . . YOUR USE OF THE SERVICES WILL BE . . . FREE FROM ERROR.”); Twitch Terms of Service, Section 15 –

Disputes,

<https://www.twitch.tv/p/legal/terms-of-service/#15-disputes>

<https://perma.cc/RE5A-C9HT> (“TWITCH DOES NOT REPRESENT OR WARRANT THAT THE CONTENT OR MATERIALS ON THE TWITCH SERVICES ARE . . . ERROR-FREE.”); *and* Vimeo Terms of Service, Section 9 –

Disclaimers, <https://vimeo.com/terms#disclaimers> <https://perma.cc/88DY-D92X> (“ . . . Vimeo makes no representations or warranties . . . [t]hat our Services . . . will be . . . error-free . . .”).

2.

ORDER

On Consideration of appellant's petition for rehearing or rehearing en banc, and it appearing that no judge of this court has called for a vote on the petition for rehearing en banc, it is

ORDERED by merits division* that the petition for rehearing is denied.

It is

FURTHER ORDERED that the petition for rehearing en banc is denied.

PER CURIAM

3.

JURISDICTION

The date on which the highest state court decided my case was October 27, 2020. A copy of that decision appears at Appendix 1a.

A timely petition for rehearing was thereafter denied on the following date: December 3, 2020, and a copy of the order denying rehearing appears at Appendix 2a.

The jurisdiction of this Court is invoked under 28 U.S.C § 1254 (1). By writ of certiorari granted upon the petition of any party to a civil or criminal case before or after rendition of Judgment.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

17 U.S.C 101 "*WIPO Copyright and Performance and Phonograms Treaties
Implemental Act of 1998.*"

42 U.S.C. § 1201 ET SEQ. (1990)

Federal Rules of Civil Procedure Rule 1

U.S. Constitution, 1st Amendment

U.S. Constitution, 5th Amendment

U.S. Constitution, 14th Amendment

15 U.S.C §7 et seq. (1890)

18 U.S.C §§ 2510-2520 (1986)

47 U.S. C § 151 et seq. (1934)

17 U.S. C § 101 et seq. (1976)

28 U.S.C § 2101 (e)

28 U.S.C § 1746

STATEMENT OF THE CASE**1. Factual Background**

The Petitioner, an American born to the parents of Vanessa and Donald Hill through holy union in 1984 has grown with experience as a journalist. A 2010 Graduate from the University of the District of Columbia, College of Liberal Arts, and Mass Media degree. Ms. Hill has served as Secretary for University of the District of Columbia National Alumni Society (12-14), volunteered for several years with the National Action Network Criminal Justice Organization, and a former Congressional staffer for Congresswoman Norton, and presented "*When the Press Link Up*" three day social media conference at the University of the District of Columbia in 2016 featuring the United States Copyright Office, and content creators. Becoming a media entrepreneur since 2013 takes time, extraordinary character, education, courage, dedication, work ethic, creativity, and much determination especially in a dynamic constantly evolving emerging digital media world. Our selection for news has transition since the days of the printing press, and there's more accessibility and variety in consumer choice for news nowadays beyond the extraterrestrial news desk. Consumers have the option to select their news through Google's

YouTube video sharing-streaming service preferably searching and selecting Welcome to the Mindy Jo News Show despite the rank listing. From that channel there are over 200 original digital content clips with variations in length to select from. Ms. Hill established a YouTube user account because of her pursuit of happiness becoming a media entrepreneur providing news and information about her community and the world, while in good faith maximized her YouTube Channel potential through freelance work offered by online news publication The DC Voice dot come with viewership over 80,000.

Ms. Hill skimmed through in excitement and anticipation in pursuit of happiness agreed to use Google's YouTube video sharing-streaming TERMS OF SERVICE at her sole risk being liable for content in which she uploads to the user account. However, where Google's YouTube TERMS OF SERVICE deprived the first amendment rights of Ms. Hill by generating their own automatic closed captioning "glitch" *"What's up DC bitch girl maybe gel with?"* abridging her freedom of speech even infringing on her copyright violating *"World Intellectual Property Organization Copyright Treaty and Performance and Phonograms Treaties Implemental Act of 1998,"* clause in their TERMS OF SERVICE, ultimately

obstructing the 47 U.S.C. § 151 et seq. (1934) *Communication Act*, violating 42 U.S.C § 1201 et seq. (1990) *American with Disabilities Act* leaving no regard or consideration for *Federal Communication Commission* closed captioning regulations, mishandling of electronic privacy 18 U.S.C. §§ 2510- 2520 (1986) and defying the odds of 15 U.S.C. § 1 et seq. (1890) the *Sherman Act* through an instrument adjustment during a civil litigation, entangling Petitioner in two distinctive TERMS OF SERVICE one from incorporation Google, YouTube, and another limited liability corporation Google, YouTube, when complainant under oath signs statement establishing alleged defamation, negligence, and libel against Google Inc. et al, YouTube, Inc. et al.

On October 6, 2017, in Ms. Hill's amended complaint she asserts claims for negligence, libel and defamation against Defendants Google Inc. and YouTube. She alleges that she "uses Defendants' website to provide news and information about her community to the world." Ms. Hill uploaded a video on December 8, 2016 and used the automated closed captioning service. "What's up D.C. this is your girl Mindy Jo with the DC Voice dot com..." was translated by closed captioning software as "What's up DC bitch girl maybe gel with..." Ms. Hill asserts negligence on grounds that "Defendants

assumed a duty to provide clear and accurate closed captioning of uploaded videos when they installed the feature on their website.” The Defendants inability to provide accurate closed captioning caused damage to Petitioners reputation and hindered her ability to monetize her videos. She asserts defamation on grounds that “the term D.C. bitch girl is a defamatory statement that all reasonable persons would not want to be referred to in any setting.” Ms. Hill avers that the alleged defamatory statement was published “shortly after the video was uploaded to YouTube on December 8, 2016” because the Video was available to the public.

On October 26, 2017 in consideration of Defendants Google Inc. and YouTube Inc.’s’ [sic] [Renewed] Motion to Dismiss, The Court construes “all facts and inferences in the light most favorable to the plaintiff and takes the complaint’s allegations as true.” *Duncan v. Children’s Nat’l Med. Ctr.* . 702 A.2d207, 211 (D.C. 1977) (citation omitted). To survive a motion to dismiss, a complaint must state a claim to relief that is plausible on its face. *Bell Atl. Corp v. Twombly*, 550 U.S. 544, 570 (2007). The court must be able to infer the defendant’s plausible liability based on the complaint alone. *Potomac Dev. Corp. v. District of Columbia*, 28 A. 3d 531, 543-44 (D.C. 2011).

1. Negligence

In order to establish a claim of negligence, Ms. Hill must assert facts which demonstrate: (1) Defendants owed Ms. Hill a duty of case; (2) Defendants breached that duty; (3) Ms. Hill suffered damages as a result; and (4) Ms. Hill's damages were proximately caused by Defendants' breach of duty. *District of Columbia v. Harris*, 770 A.2d 82, 87 (D.C. 2001) (citations omitted).

Defendants argue that Ms. Hill fails to provide sufficient support for the claim that Defendants were negligent. Defendant's argument is not persuasive. Petitioner alleges that Defendants provide a platform to disseminate video content to the public and provide closed captioning services to their members who upload videos. Petitioner alleges that on December 8, 2016, she uploaded the Video and used automated closed captioning service Defendants provided. She alleges that her statement in the Video was inaccurately translated by the automated closed captioning service. Petitioner further alleges that inaccurate captioning damaged her reputation and ability to profit from her videos. Ms. Hill alleges sufficient facts to state a claim for negligence. If Petitioner's factual allegation are taken as true, there exists an inference that

Defendants owed the duty to Petitioner, that duty was breached, and the breach proximately caused Petitioner's damages. For the purpose of the instant Motion, the Court construes the facts in the light most favorable to Ms. Hill and does not pass on whether Ms. Hill is likely to prevail on her negligence claim at trial. *Duncan*, 702 A.2d at 211.

2. Defamation

In order to establish a claim of defamation, Ms. Hill must assert facts which demonstrate: (1) Defendants made a false and defamatory statement concerning Ms. Hill; (2) Defendants published the statement, without privilege, to a third party; (3) Defendants' fault in publishing the statement amounted to a least negligence; and (4) the statement was actionable either as a matter of law irrespective of special harm or that its publication caused Ms. Hill special harm. *Oparaugo v. Watts*, 884 A. 2d 63, 76 (D.C. 2005).

A statement is defamatory if it tends to injure Petitioner in her trade profession or community standing, or lower her in the estimation of the community. *Clawson v. St. Louis Post-Dispatch, LLC*, 906 A.2d308, 313 (D.C. 2006) (citations omitted). An allegedly defamatory remark must be more than unpleasant or offensive; the

language must make the petitioner appear odious, infamous, ridiculous. *Id.* Only when the court can say that the publication is not reasonably capable of any defamatory meaning and cannot reasonably be understood in a defamatory sense, can it rule as a matter of law that it was not libelous. *Howard University v. Best*, 484 A.2d. 958, 989 (D.C. 1984) (emphasis added). Defendants argue that the alleged captioning error is insufficient to establish defamation as a matter of law. Defendants' argument is not persuasive. Ms. Hill alleges that Defendants' Platforms' closed captioning software translated her statement as "What's up DC bitch girl maybe gel with..." She asserts that she is a journalist who utilizes Defendants' platform and the captioning error damaged Plaintiff's reputation. Taking Petitioner's factual allegations as true and drawing inferences in the light most favorable to the Plaintiff, it cannot be concluded that the alleged defamatory statement is insufficient as a matter of law. While Defendants claim that the alleged captioning error is not more than unpleasant or offensive, Petitioner claims that the error made her appear ridiculous. Further, to the extent that Ms. Hill may be to prove special damages, she need not prove defamation as a matter of law. *Oparaugo*, 884 A.2d at 76.

Defendants further assert that Plaintiff fails to allege any causal connection between the allegedly defamatory statement and any specific damages. (Defs' Mem. Of P. &A. at 9.) Defendants' assertion is incorrect. Petitioner specifically alleges that the publication of allegedly defamatory statement "hindered her ability to monetize her videos." (Am. Compl. At 6.) Specifically, Petitioner alleges that after the Video was posted, the average view on her videos significantly dropped. (Id.) Petitioner alleges sufficient facts for a reasonable inference of damages. Whether Petitioner will ultimately prevail on her damages claim is not considered here by this court.

B. The Forum Selection Clause

Forum selection clauses are prima facie valid unless enforcement is shown by the resisting party to be unreasonable under the circumstances. *Forrest v Verizon Communications, Inc.*, 805 A.2d 1007, 1010 (D.C. 2002). To demonstrate unreasonableness, Petitioner would have to show that (i) [the clause] was induced by fraud or overreaching, (ii) the contractually selected forum is so unfair and inconvenient as, for all practical purposes, to deprive the petitioner of a remedy or of its day in court, or (iii) enforcement

would contravene a strong public policy of the [forum] where the action is filed. Id. At 1012. (Citations omitted).

The party resisting the enforcement of a forum selection clause should demonstrate to the Court that trial in the contractual forum will be “so gravely difficult and inconvenient that [she] will for all practical purpose be deprived of [her] day in court.” *Parker v. K&L Gates, LLC*, 76 A. 3d 859, 866 (D.C. 2013) (citing *M/S Bremen v. Zapata Off-Shore Co.*, 407 U.S. 1, 18, (1972)). Defendants assert that “Petitioner’s suit must be dismissed because it is improperly venue under the clause she agreed to as part of the YouTube Terms of Service.” (Defs.s Mem. of P. & A. at 4.) Defendants state that “the Terms of Service are an essential part of the bargain between YouTube and its users, and a new user account will not be activated absent electronic acceptance.” (Id. At 5.) Defendants state that the Terms of Service prominently provide that “[a]ny claim or dispute between you and YouTube that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Santa Clara County, California.” (Id. At 5; Defs.’ Ex. A.) Petitioner admits that she accepted the Terms of Service. (Pl’s. Resp. to Defs. Rule 12(b)(6) Mot. To Dismiss at 3.) Petitioner asserts, however, that “in this matter a transfer of forum

under the Terms of Service would be unreasonable under the circumstances because Petitioner is a person of limited means as evidenced by her Pro Se representation in this matter...” (Am. Compl. At 4.) Parker involved a partnership agreement between defendant law firm and plaintiff former partner at the firm. 76 A.3d at 862. The partnership agreement contained a forum selection clause that required plaintiff to litigate the case in the District of Columbia. *Id.* At 866. Plaintiff claimed that enforcing the forum selection clause would be inconvenient because most of the potential witnesses live in California. *Id.* The court rejected Plaintiff’s argument. *Id.* At 866-67.

In reaching its conclusion, the court noted that the partnership agreement was fully communicated to plaintiff. *Id.* At 865.

Brennan involved a contract between a Houston-based American corporation and a German corporation. 407 U.S. at 2. The contract contained a forum selection clause that designated the London Court of Justice as the forum. *Id.* The Supreme Court of the United States vacated the lower appellate court’s judgment affirming the district court’s refusal to enforce the forum selection clause. *Id.* At 32. The Supreme Court noted that while the remoteness of the forum might suggest that the contract was an adhesive one, the

contract is in fact “a freely negotiated international commercial transaction.” *Id.* At 17. The Supreme Court further noted that the inconvenience the plaintiff would suffer by enforcement of the clause was clearly foreseeable at the time of contracting. *Id.* At 17-8.

The circumstance of the instant case is distinguishable from that presented in either *Parker* or *Brennan*. YouTube Terms of Service is an adhesive agreement. An adhesion contract is a standard-form contract prepared by one party, to be signed by the party in a weaker position, usually a consumer, who adheres to the contract with little choice about the terms. Black’s Law Dictionary (8th ed. 2004). It is clear that Ms. Hill and Defendants never negotiated the agreement. Defendants drafted the agreement and Ms. Hill like any other users of Defendant’s platform, was compelled to agree in order to use Defendants’ services. This factor weighs in favor of Ms. Hill. Further, the Court notes that Ms. Hill is a pro se litigant. For this Court to enforce the forum selection clause and require that Ms. Hill bring her case against Defendants, well-financed entities, in the very forum Defendants unilaterally selected would effectively deprive Ms. Hill of a remedy and her day in court.

WHEREFORE, it is this 7th day of June 2018, hereby

ORDERED, that Defendants Google, Inc. and YouTube, Inc.'s' [sic] Motion to Dismiss is **DENIED AS MOOT**; and it is further

ORDERED, that Defendants Google, Inc. and YouTube, Inc.'s' [sic] [Renewed] Motion to Dismiss is **DENIED**.

Track 3 Mediation ORDER by Judge Holeman on February 2, 2018 was unsuccessful which the case was then scheduled for pretrial January 29, 2019 and that day never arrived resulting in Judge Epstein's January 16, 2019 JUDGMENT. Ms. Hill then appealed that JUDGMENT around March 30, 2019 in brief description of the facts that give rise to dispute was the entire case was monitored by Defendants. The structural procedure process was hijack by a lobbyist schedule procedure mixed with DC Council Committee on Human Service and Committee on Whole. November 14, 2018 Counsel Meeting was short in part because the DC Council Committee on Human Service needed to provide defendants with information.

Nature of disposition is the case has many connections with Congressional hearings, election cycles, and introduction of bills for the judge to make a sound opinion and JUDGEMENT. The defendants are clouding the courts systems because of their dominance and political lobby power. The principal issues are

interference in deliverable, Defendants worked with the DC Council Committee on Human Service and Committee on Whole to obtain my medical records and terminate the SNAP and cash assistance benefits, then hold up the court proceedings based on the Office of the Deaf Hard of Hearing, along with Closed Captioning Movie bill. The Defendants worked with the government which impact and weighted on the final ruling, also violated my civil rights by terminating my health benefits and demanding proof of residency.

If the role of the Deputy Administrative Judge is to move cases along, why was the case moved from the proceeding of Judge Holeman, transferred to another judge less than 27 days before pretrial hearing, and why after the election cycle? I am against mediation because Judge Holeman ORDERED Track 3 scheduling, the Defendants did not demonstrate a good faith and character to settle damages.

The relationship between YouTube and its users is governed by the Agreement posted on YouTube website (www.youtube.com/terms). At the time Ms. Hill established her user account through the click option TERMS OF SERVICE agreement was under Google Inc., and at that time Ms. Hill is unaware of what TERMS OF SERVICE agreement Google's YouTube entered in with the STATE OF

CALIFORNIA or its facilities in the United States. Moreover, it is that agreement which has allowed Google's YouTube to invoke TikTok TERMS OF SERVICE in 2020 to justify the closed captioning "glitch" from December 9, 2016 when that was never content Ms. Hill uploaded to the video sharing-streaming service or language spoken in the content. Resulting in Ms. Hill filed an amended complaint against Google Inc. et al, YouTube Inc. et al on October 6, 2017 bringing this action for negligence, libel, and defamation against Google Inc. and its subsidiary YouTube (Defendants") in the operation of the automatic closed captioning feature on the YouTube platform.

Filed on May 17, 2018, Defendant's Expert Witness Disclosures, Ken Harrenstien is expected to present evidence regarding the development and function of YouTube's closed captioning system. Based on facts known to him in his role as a Software Engineer on the Captions Infrastructure Team, Mr. Harrenstien is expected to offer evidence on various topics related to the provision of closed captions for user-uploaded videos, including the historical circumstances surrounding YouTube's introduction of closed captions in 2009, the technical challenges involved in implementing closed captioning for user generated content, the benefits to the

public created by the introduction of YouTube's closed captions, and the positive response to YouTube's efforts from the disability rights and accessibility communities.

On August 30, 2018 during a Meet and Confer with Roy Austin, and legal counsel Chris Waldron for Ms. Hill, to go over Defendants responses to Plaintiff's First Set of Interrogatories served on July 2, 2018 and Responded to on August 1st, 2018, discussing responses to Interrogatories 5,7,17, and 19. To which Defendants response to Interrogatory No. 5, they do not monitor social media for complaints like other companies and prefers to handle complaints through formal, some would say 20th century and early 2000's means such as email, phone calls and other written forms of communication. So, a tweet may go unnoticed and not responded to at all.

Defendants felt that Ms. Hill's tweet was ambiguous and didn't understand what she wanted and therefore took no action. Also, defendants don't consider tweets like Ms. Hill's to be complaints.

Mr. Waldron and Roy Austin compromised on number of complaints and Roy Austin agreed to research how many legal complaints were made in regards to the automated closed captioning system.

With experience as a journalist and digital media entrepreneur, Ms. Hill was granted press credentials on December 8, 2016 to report at

the Grand Opening of the MGM National Harbor. After editing what she believed to be compelling original digital content, uploaded the video to YouTube while publishing the content to the DC Voice dot com, hours later on observed Google's YouTube "glitch" on December 9, 2016, sent them a tweet requesting correction which as of December 9, 2020 has not been updated.

Google's YouTube TERMS OF SERVICE suggest according to their business transaction model and corporate structure are granted authority by its facilities in the United States it is lawful at any moment for the closed captioning feature can "glitch" journalist with experience who are citizens of the United States altering my entire human existence, identity, while diminishing, demoralizing my creditability as a journalist, while generating closed captioning "glitch" that was never spoken or uploaded to user account. If so, this perhaps poses a threat to Ms. Hill's constitutional rights ultimately impairing her ability to monetize on content uploaded to the account. Ms. Hill account type is Gaia with Core Identity, with GRADS Score 1, and user is not in any EDU whitelists. Mapping created May 6, 2015, with Content Owner type YPE, and Channel pay gate status Reindex. Ms. Hill has no knowledge of what those categories or classifications of her YouTube account mean or bare

any responsibility in how algorithms are rank or content is rank on her account which could have potentially allowed room for ERROR and inability to monetize. Defendants may call the closed captioning an ERROR that appeared in the MGM video a “glitch” but that “glitch” can have dire consequences to their users reputation and ability to monetize their videos. Here Defendants inability to provide accurate closed captioning caused damage to plaintiff’s reputation and hindered her ability to monetize her videos. Prior to the “glitch” in the closed captioning Petitioner’s MGM video, she had uploaded over 125 videos to defendant’s website garnering an average of 150-200 views per video.

Ms. Hill has a user account with video sharing-streaming service Vimeo. She had over 85 original digital content clips, due to the platforms storage capacity features it requires another fee outside of the initial fee to show all content, so around 16 original digital content clips are accessible. Moreover, to ensure the closed captioning was accurate during an interview with Gallaudet University, they provided Ms. Hill with the appropriate and accuracy of closed captioning to copy and paste in the feature setting provided by Vimeo platform.

Google's YouTube has not presented any good faith to resolving their automated generated "glitch" since Ms. Hill observed it on December 9, 2016 sending a tweet requesting correction. Google has not responded in good faith to either set of Interrogatories during the Discovery phase. Moreover, Ms. Hill was barred from delivering transcripts to the Defendants Google Inc. et al, YouTube Inc. et al, and was told her visit was unsolicited. Google's request for second continuance did unnecessarily delay the preceding in this matter and were not in the interests of justice which has brought Petitioner to pray.

REASONS FOR GRANTING THE PETION

The United States Supreme Court should grant the Writ of Certiorari because Petitioner has an absolute right to due process and per lower court Feb 2, 2018 scheduling conference, it is Ms. Hill's obligation to move this litigation along per court and Petitioner does have the right

1. Whether the court should resolve the following for which the state courts are dominated by Google's financial endeavors, and most recent a TikTok national security concern, if Google's YouTube TERMS OF SERVICE violate and deprive Ms. Hill of her first amendment rights to freedom of the press and abridging freedom of speech by Google's YouTube sharing-streaming service generated automatic closed captioning "glitch" appeared on MGM video uploaded to YouTube sharing-streaming service on December 8, 2016, when Ms. Hill stated *"What's up DC this is your girl Mindy Jo with the DC Voice dot com,"* and YouTube's automated closed captioning "glitch" translated that spoken word into *"What's up DC bitch girl maybe gel with?"*
2. Whether Federal Rules of Civil Procedure are modified, exclusionary or certain rights are reserved based on names in filing of complaint. If not, was Ms. Hill deprived and violated of her fourteenth amendment rights to the United States Constitution bypassing the Trial phase of Civil Procedure resulting in Judge

Anthony Epstein's JUDGEMENT for Google LLC et al when plaintiff's complaint filed CASE CAPTION is Google Inc. et al, when all persons born in the United States and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside.

3. Whether Google's YouTube automated closed captioning "glitch" deprived and violated Ms. Hill's fifth amendment rights to the United States Constitution granting no person shall be deprived of life, liberty, or property in her pursuit to life, liberty as an journalist while working on December 8, 2016 covering the MGM National Harbor Grand Opening, later uploading the original digital content to the YouTube video sharing-streaming service resulting in the closed caption automatically generating a "glitch," and no ability to monetize on original digital content uploaded to Google's YouTube video sharing-streaming service.

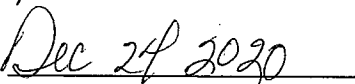
24.

CONCLUSION

The petition for writ of certiorari should be granted.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "M. Finley Hill", written over a horizontal line.

Date: A handwritten date "Dec 24 2020" written in cursive script over a horizontal line.