

PAX MOOT 2025

REQUESTS FOR CLARIFICATIONS

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ULRICH HUBER ROUND

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GUIDING PRINCIPLE:

When the case does not mention circumstances that can be relevant in law, those circumstances do not exist. To what extent rights, duties or obligations exist or may be implied in law based on the known facts, is a matter for the court to decide. Furthermore, certain issues are by necessity vague, as to allow Moot teams to discuss them during submissions and pleadings.

Relationships between companies and foundations: agreements and corporate connections between Respondents

CQ1. What is the nature of the agreement between Telerel and Watermelon Platforms when it comes to employing content moderators? Does Watermelon owe a duty to protect the mental health of the content moderators on the basis of this contract. Further, are the content moderators supplied by Telerel employees of Watermelon?

Both companies have a duty to protect the mental health of the content managers, either on the basis of employment contracts (Watermelon) or on the basis of their contract for the provision of content moderating services.

CQ2. On the matter of the content moderation activities being organized by Watermelon IT Platforms (UK) Ltd, we would like to know what is the nature of such activity of organization, in particular: does it include managing the moderators' daily targets, setting average handling time standards, supervising the work, ensuring that a healthy workplace and mental care are provided?

As stated in the facts, the moderators are hired by Telerel SA for its contract with Watermelon IT Platforms (UK) Ltd.

CQ3. What is the functional and legal distinction between Watermelon IT Platforms (UK) Ltd. and Watermelon Information Technology Ltd. in content moderation activities?

It is Watermelon IT Platforms (UK) Ltd. that is tasked with handling matters pertaining to content moderation. For that purpose, Watermelon Information Technology Ltd. set up Watermelon IT Platforms (UK) Ltd. as its wholly owned subsidiary.

CQ4. What were the main obligations in the contracts between Telerel and Watermelon IT Platforms Ltd., and between Telerel and the content moderators?

Telerel has the responsibility for providing content moderation services for Watermelon IT Platforms Ltd. The content moderators hired by Telerel have the duty to attain the daily

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target of 400 tickets.

CQ5. What level of control does Watermelon exert over Telerel's operations, particularly concerning the working conditions of content moderators?

The content moderators are hired and paid by Telerel in the context of Watermelon's outsourcing practices.

CQ6. Was there any contractual obligation regarding the arrangement for a healthy workplace and ensuring mental care in the contracts between Telerel SA and their content moderators?

According to the facts of the case, the contract between Watermelon IT Platforms (UK) Ltd. and Telerel provides that Telerel must arrange for a healthy workplace and ensure mental care where needed.

CQ7. What was the language of the contract between Telerel SA and Watermelon UK?

Contracts were concluded in English language.

Contractual clauses and location of the work performed

CQ8. Are there any confidentiality or forum clauses between the content moderators and Telerel?

These are standard contracts concluded with self-employed contractors, with no specific and/or forum selection clause.

CQ9. Where does Watermelon IT Platforms Ltd. (UK) have its statutory seat?

Watermelon IT Platforms Ltd. (UK) has its statutory seat in London, England.

CQ10. Have all the content moderators employed by Telerel SA worked in any Member State other than Netherlands for a period of time?

It is known that all of them worked for some time in the Netherlands, but no other countries in the region or the relevant time have been specified. Some of them also worked from other EU Member States, others did not.

CQ11. Are the Defendants aware of where the content moderators perform their activities from?

According to the facts, the content moderators can work from anywhere provided they have a laptop and internet connection. Nothing in their contract with Telerel specifies where and when their work is to be performed exactly. The Defendants are not aware where they perform their activities from.

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CQ12. Is it expected from the PAX MOOT teams to apply the Wet Afwikkeling Massaschade in Collectieve Acties (WAMCA) to solve the case, even though it is a national law?

No, but all teams can assume such an action is available under Dutch law.

CQ13. What is the governing law for the contract between the content moderators and Telerel?

The contracts do not provide for a choice of law clause.

CQ14. To what extent can the Dutch court exercise jurisdiction based on the statutory purposes of the Safe Socials Foundation and the activities of Telerel SA and Watermelon within the EMR region?

Arguments are not to be based on any national private international law rules.

CQ15. Would knowledge of Dutch private international law be useful? If so, would it be possible to have an overview on the provisions of said law regarding international jurisdiction?

The arguments are not to be based on any national law.

CQ16. To what extent is Maastricht (or other Dutch locations) relevant to the operations of Telerel or Watermelon, and does the SSF argue that the harm materialised primarily in the Netherlands due to the moderators' presence there?

According to the facts, each of the content moderators carried out their moderating activities for some period of time from a Dutch location.

Role and Representation of SSF

CQ17. What is the composition of SSF?

According to the facts, SSF was established by “[a] number of former content moderators who suffered severe mental issues because of their work”.

CQ18. Did the Safe Socials Foundation file the lawsuit with regard to 55 UK content moderators as well as to the content moderators who worked for Telerel SA?

The claim with regards to the 55 UK content moderators is already settled. SSF was not involved in the English proceedings or settlement.

CQ19. How many of the content moderators employed by Telerel SA are being represented by SSF? Is SSF also representing the UK based content moderators employed by Watermelon IT Platforms (UK) Ltd.?

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See answer to CQ18. Apart from that, the current claim seeks measures that ensure a certain corporate behavior rather than benefits to specified persons.

CQ20. What is the connection between the content moderators working for Watermelon IT Ltd (Ireland based) and Telerel and the Safe Socials Foundation (SSF)? Is the Foundation suing on behalf of the employees, such that we should construe the members of the Foundation to be acting in the capacity of employees themselves?

One of the objectives of SSF is to safeguard “content moderators’ right to enjoy just and favourable conditions of work, including a fair wage for employees or adequate income for self-employed workers, and safe and healthy working conditions”. SSF is suing on its own behalf and is not representing content moderators.

CQ21. Is SSF filing its claim on behalf of all 2,000 content moderators that are exclusively in service of Watermelon Platforms or is SSF’s claim restricted to the content moderators in the Maastricht/Meuse–Rhine Euroregion (EMR)?

See answers to CQ18 and CQ20.

CQ22. Does Safe Socials Foundation (NL) represent the content moderators because they are part of the labor union, because the content moderators asked Safe Socials Foundation (NL) to represent them, or for another reason?

See answer to CQ20.

CQ23. Who is the SSF representing in this dispute, more specifically to what degree are the content moderators involved in the claim?

See answer to CQ20.

CQ24. Is it possible to know if the Safe Socials Foundation (SSF) technically represents the workers (in the sense that it represents the rights of the workers before the Court), or if it files the claim for its own interest, based solely on its statutory objectives? If it’s the first case, does it provide a membership for the moderators, or does it simply represent them on the basis of a mandate?

See answer to CQ20.

CQ25. Are the 55 UK-based content moderators involved in the settlement with Watermelon IT Platforms (UK) Ltd. in any way linked to the Safe Socials Foundation (SSF)? If this is the case, what is the nature of such a relationship (were they represented by it, affiliated with it, did they contribute to found it...)?

See answers to CQ18, and CQ19, CQ20.

CQ26. What are the details of any contractual relationship between the Applicant and the Respondents, if any?

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See answer to CQ20.

CQ27. Where did the ex-content moderators who organised SSF work and where were they largely domiciled?

SSF was incorporated on the basis of the objective interests it pursues.

CQ28. Are all members of SSF part of the Watermelon digital nomads that carried out their moderating activities for some period of time from a Dutch location?

See answer to CQ27. Apart from that, the facts of the case provide sufficient information, and no further clarifications are needed.

CQ29. Is SSF acting as assignee of the former content moderators and/or based on subrogation when filing the claim against the Respondents?

See answer to CQ20.

CQ30. under which legal grounds is SSF legitimated to represent Watermelon's workers?

See answer to CQ20.

CQ31. Is SSF acting on behalf of all content moderators employed by Watermelon UK and by Telereel?

See answer to CQ20.

CQ32. Are there any Telereel SA employees among moderators who established the SSF foundation?

Telereel does not employ moderators. See answers to CQ20 and CQ27.

CQ33. Were the former content moderators, who established SSF, employed or contractually engaged by Telereel SA (France), Watermelon IT Platforms (UK), or Watermelon Information Technology Ltd. (Ireland), are any content moderators employed or contractually engaged by the above-mentioned parties members of SSF, or is SSF designated to be a purely representative entity for current moderators without any membership?

See answers to CQ20 and CQ27.

CQ34. Did the Safe Socials Foundation actively engage in the protection of content moderator's rights before these proceedings?

Initiation of the current proceedings is the first legal action, but the monitoring of the working conditions is amongst their objectives, as summarised in the facts of the case.

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Employment Status and Worker Conditions

CQ35. The content moderators that Telerel hires exclusively for Watermelon Platform (UK based), do they qualify as employees of Telerel or are they akin to independent contractors?

According to the facts, they are self-employed.

CQ36. Did Telerel SA implement any specific measures to protect workers' mental health in or after August 2024? If so, what specific measures were implemented?

No details are known about the measures taken.

CQ37. Does Watermelon IT Platforms (UK) Ltd. hire their content moderators as employees or self-employed contractors?

Employees.

CQ38. Are the contracts between the content moderators hired by Telerel SA and Telerel SA itself fixed-term contracts, or are they permanent contracts?

As stated in the facts, Telerel SA for its contract with Watermelon IT Platforms (UK) Ltd., hires around 2000 people as self-employed content moderators to work exclusively for the Watermelon platform.

CQ39. Are digital nomads subject to penalties, reviews, and performance monitoring by Telerel or Watermelon according to the contract?

Digital nomads' work is monitored and assessed whether they meet the agreed requirements/results. If they do not meet targets, they get notifications and their payments can be adapted or in severe cases their contracts terminated.

CQ40. Besides the target of 400 tickets, were the content moderators subject to any other additional work requirement?

No other information is available on any additional working requirement.

CQ39. Does Telerel have a distinct regime for its regular employees and the self-employed content moderators that were employed for its contract with Watermelon?

These legal regimes are not connected by any contractual nexus. Watermelon UK has employees working on content moderation, whilst Telerel hires self-employed content moderators. Telerel does not have regular employees.

CQ40. Is the daily ticket target of 400 tickets for Telerel SA (France) content moderators a compulsory performance benchmark or is it just a recommendation and is their pay based

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on an hourly wage or on the amount of their handled tickets?

The daily ticket target of 400 tickets is a required norm.

CQ41. In the context of the employment relationship between the content moderators and Telerel: does the fact that Telerel "hires around 2000 people as self-employed content moderators" mean that Telerel directly pays their salary?

Telerel pays the content moderators directly but not in the form of a "salary". The latter implies a different arrangement than that found in self-employment instances.

CQ42. Did Watermelon IT Platforms (UK) Ltd. or Watermelon Information Technology Ltd. provide any instructions to Telerel SA regarding mental health protection measures for content moderators in or after August 2024?

Watermelon IT platforms' (UK) contract with Telerel contains a clause stipulating that Telerel must ensure a healthy workplace and cater for mental health care when needed.

CQ43. What specific contractual provisions govern the relationship between Watermelon IT Platforms (UK) Ltd. and Telerel SA regarding content moderation standards, including "average handling time"?

See answer to CQ42.

CQ44. Are the content moderators, employed by Watermelon IT Platforms (UK) and exclusively working for Watermelon Technology Ltd. (Ireland), paid directly by Watermelon IT Platforms (UK) or by Watermelon Technology Ltd. (Ireland)?

See answer to CQ3.

CQ45. Where did moderators hired by Telerel SA pay taxes and pension contributions?

Taxes and pension arrangements were arranged individually by content moderators.

CQ46. How is the presence of digital nomads in the Meuse–Rhine Euroregion monitored or reported by Telerel or Watermelon?

It is not the presence that is monitored: as stated in the facts, they can perform their activities from any place. What is monitored is whether they meet their targets.

CQ47. How and in which country the payment is made to Digital Nomads in Europe for their moderating activities?

See answer to CQ3. The remuneration is received on the bank account that each moderator submitted to the contractor.

CQ48. Does Telerel act on behalf of Watermelon while concluding the contract with Digital

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Nomads?

See answer to CQ5.

CQ49. In the contract between Telerel and the content moderators it hires, is it obligated to maintain the mental health of the content moderators?

See answer to CQ42.

CQ50. Did at certain point all of the Watermelon digital nomads suffer from the common side-effects of their work from a Dutch location? i.e. When carrying out their moderation activities from a Dutch location were the common side-effects of the work present?

The digital nomads conduct their activities in multiple locations throughout different periods of time, including in the Netherlands. The mental health struggles are consequences of their overall work conditions.

CQ51. did Watermelon violate the rights of workers before or after the settlement?

According to the facts of the case, the settlement was reached on the amount of damages for the violations of the workers' rights.

CQ52. Is the obligation included in the contract between Watermelon IT Platforms and Telerel for a "healthy workplace and ensur[ing] mental care where needed" detailed by the inclusion of certain steps/measures to ensure such a healthy workplace?

See answer to CQ42.

CQ53. Was Watermelon UK aware of the working condition of the content moderators employed by Telerel when it signed the contract with the latter?

The working conditions of Watermelon UK must be reflected in the working conditions of Telerel SA.

CQ54. Is the contract between Watermelon IT Platforms (UK) Ltd. and Telerel a contract about temporary/indefinite assignment of workers?

See answers to CQ4 and CQ38.

UK Settlement

CQ55. What is the verbatim wording or exact legal nature of the clause in the London High Court Settlement which places an obligation on Watermelon Platform (UK based) to

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adequately protect the health of all content moderators directly/indirectly employed?

The settlement agreement contains a general obligation for Watermelon to ensure its outsourcing practices do not rely on work obtained to the detriment of the health of the respective content moderators.

CQ56. Does the settlement reached in August 2024 outline specific measures to ensure the adequate protection of moderators? If so, in what way does the settlement define these measures?

See answer to CQ55.

CQ57. Regarding the third question the court is facing (on recognition): When Watermelon seeks to have the UK settlement recognised in the Netherlands, does this only encompass the recognition of the compensation for the content moderators or also the obligation to adequately protect the health of its content moderators?

No claim for compensation was filed in the Netherlands. The measure sought is limited to injunctive relief.

CQ58. What actions have the respondents taken to comply with the UK settlement?

See answer to CQ36.

CQ59. Does Watermelon's request concern only the recognition of the UK settlement in the Netherlands, or does it also concern the enforcement of this settlement?

Watermelon UK is the defendant in this case and was the defendant in the UK proceedings.

CQ60. Was the request to recognize the UK settlement agreement in the Netherlands made by Watermelon Information Technology Ltd, (Cork, Ireland) or Watermelon IT Platforms (UK)?

The settlement reached in the High Court was between Watermelon IT Platforms (UK) and 55 of its content moderators. Watermelon Information Technology Ltd was not a party to this settlement.

CQ61. What were the exact claims that were settled in the proceedings before the High Court in London between Watermelon IT Platforms (UK) Ltd and 55 of the UK based content moderators?

As stated in the facts, the settlement provides for compensation to 55 moderators, as well as for an obligation for Watermelon companies to adequately protect the health of content moderators it employs either directly or indirectly.

CQ62. Is the August 2024 settlement approved by UK courts, or does UK law recognise the

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settlement as a judgment?

See answer to CQ65.

CQ63. Is the obligation under the settlement for Watermelon companies to adequately protect the health of content moderators it employs either directly or indirectly identical with the request to the Maastricht court to order Respondents to take adequate measures to prevent mental harm by reducing the standards on "average handling time" and to provide all necessary and appropriate medical, psychiatric and psychological care to content moderators?

Not necessarily identical but overlapping to a significant extent.

CQ64. Is the request to the Maastricht court to order the Respondents all necessary and appropriate medical, psychiatric, and psychological care to content moderators in essence a claim for compensation for the current members of the SSF or for all content moderators of Watermelon (current and future)?

There is no claim for compensation. That said, the measures sought are expected to be applied as a matter of corporate behavior and are not meant to benefit only identified contractors.

CQ65. Was the settlement concluded in the course of the proceedings and/or with the approval of the High Court?

The settlement was concluded during proceedings before the High Court. The agreement by the parties to end litigation is accepted by the court in an order of the court that all further proceedings be stayed except for the purpose of enforcing the settlement agreement (the terms of which are not part of the order but contained in an annex/schedule to the order)

CQ66. Has Watermelon UK produced a certificate of the High Court of London stating that the judicial settlement is enforceable in the same manner of a judgment in the UK?

It is presumed that all formal requirements for the application for the recognition have been complied with.

CQ67. Does the "recognition" of the settlement asked by Watermelon UK have the same meaning of "enforcement"?

Recognition does not have the same meaning as enforcement.

CQ68. Does Watermelon UK ask for the recognition of the settlement as a mere procedural defence or to enforce the effects which arise from the settlement?

Watermelon requests the recognition, for the rest the case provides sufficient information, and no further clarifications are needed.

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CQ69. In what sense are the “effects” of the UK settlement to be understood? Does it rather refer to formal or material effects?

The question relates to how recognition could affect the proceedings.

CQ70. Does the settlement agreement between Watermelon IT Platforms (UK) Ltd. and the 55 UK based content moderators contain any specific enforcement mechanisms?

Not that we know of and see CQ65.

Geographic and Demographic Details

CQ71. How long did the content moderators work in each country?

There is no uniform answer for all content moderators, as not all of them spent the same time in one country. According to the facts of the case, it is certain that all of them worked for some time from the Netherlands.

CQ72. What is the nationality of the content moderators who work for Telerel SA?

They have different nationalities, some of EU Member States, but also of third countries.

CQ65. What does “each of them carries out their moderating activities for some period of time from a Dutch location” imply? i.e. trimesters, semester or any other unit of time.

There is no uniform answer for all content moderators, since they did not spend the same time in the Netherlands.

CQ73. Are the digital nomads in the territory of the Netherlands at the time of the filing of the claim by SSF?

Some of former digital nomads still live in the Netherlands.

CQ74. Apart from the Netherlands, have all the content moderators lived for some period in the other two countries within the Rhine region?

No, not necessarily. According to the facts, content moderators live or spend long periods of time in the Meuse–Rhine Euroregion (EMR), which spans three countries, five regions, three languages, four million inhabitants and the cities of Maastricht, Liège, Aachen, Hasselt and Eupen. Each of them carries out their moderating activities for some period of time from a Dutch location.

CQ75. Considering that many content moderators work as digital nomads and frequently operate within the Meuse–Rhine Euroregion, what is the extent of their work being performed in the Netherlands compared to other jurisdictions?

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There is no uniform answer for all moderators since each of them organises his/her work and he/she considers most convenient. Thus, some spend most of their working time in the Netherlands, but it does not hold true for all of them.

CQ76. How many moderators employed by Telerel SA work from the Netherlands for extended periods throughout the year?

As stated in the facts, each moderator carries out their moderating activities for some period of time from a Dutch location.

CQ77. by which percentage are Watermelon’s employees working from Dutch locations?

As stated in the facts, content moderators can work from anywhere provided they have a laptop and internet connection. Nothing in their contract with Telerel specifies where and when their work is to be performed exactly. Since they move through the region, there is no information available on the percentage of working from a particular location at different times.

CQ78. Where did the recruitment process of moderators hired by Telerel SA take place?

The announcements were on the Telerel SA website, the interviews were held mainly online, and the contracts were mainly concluded by an exchange of e-mails.

CQ79. Do all the content moderators perform their work in different Dutch locations?

According to the facts, content moderators live or spend long periods of time in the Meuse–Rhine Euroregion (EMR), which spans three countries, five regions, three languages, four million inhabitants and the cities of Maastricht, Liège, Aachen, Hasselt and Eupen.

CQ80. Is Watermelon IT Platforms (UK) registered in the United Kingdom?

See answer to CQ9.

Corporate Liability and Influence

CQ81. What is the level of involvement of Watermelon Information Technology Ltd. (Cork, Ireland) in Watermelon IT Platforms Ltd. (London, UK), especially in setting operational standards such as “average handling times”?

See answer to CQ42.

CQ82. to which extent the settlement provision for workers is extended to Telerel SA’s self- contractors?

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See answer to CQ5, CQ36, and CQ55.

CQ83. Does Watermelon Information Technology Ltd. (Ireland) own 100% of the shares of Watermelon IT Platforms (UK), and is Watermelon IT Platforms (UK) structurally or economically dependent on Watermelon Technology Ltd. (Ireland)?

See answer to CQ3.

Miscellaneous

CQ84. When was the contract between the content moderators and Telerel signed?

They were signed at different times.

CQ85. What is the exact number of workers that are directly employed by Watermelon IT Platforms (UK) Ltd. in the UK and how many of them filed the claim before the High Court in London?

The settlement reached before the High Court encompasses 55 of the content moderators working for Watermelon IT Platforms (UK) Ltd. The exact number of the employed moderators is not known, but the claim was filed by 55 of those having damage claims.

CQ86. The facts state that “many Watermelon digital nomads in Europe tend to flock together and live or spend long periods of time in the Meuse–Rhine Euroregion”. In this regard, should it be assumed that “many” implies the majority of the content moderators?

No.

CQ87. Which of the parties involved (Watermelon IT Platforms (UK) Ltd., Watermelon Information Technology Ltd., or Telerel SA) pays the content moderators?

See answer to CQ5.

CQ88. Does Telerel act on behalf of Watermelon while concluding the contract with Digital Nomads?

See answer to CQ5.



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