

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JANE DOE,
Plaintiff,
v.
ROBLOX CORPORATION,
Defendant.

Case No. [21-cv-03943-WHO](#)

**ORDER GRANTING PRELIMINARY
APPROVAL**

United States District Court
Northern District of California

The matter came before this Court on Plaintiff’s Motion in Support of Preliminary Approval of Class Action Settlement. Dkt. Nos. 53-55, 66. Based upon the memoranda, declaration, exhibits submitted, as well as the files and proceedings in this case, the Court finds as follows:

1. The terms and phrases in this order shall have the same meaning as ascribed to them in the Settlement Agreement (Dkt. 54-1).
2. Plaintiff has moved the Court for an order preliminarily approving the settlement of the Action in accordance with the Settlement Agreement, which, together with its incorporated documents, set forth the terms and conditions for a proposed settlement and dismissal of this case with prejudice. The Court having read and considered the Settlement Agreement and having heard the parties, finds that it appears to be fair, adequate, and reasonable to the Settlement Class. Accordingly, the Court preliminarily approves the terms of the Settlement Agreement subject to the Final Approval Hearing referred to in this order, certifies the Settlement Class defined below for settlement purposes, and finds that the Settlement Class defined below is likely to be certified for purposes of entering the Final Judgment, appoints Class Counsel and the Class Representative, and approves the Notice plan.

1 3. The Court grants preliminary approval of the Settlement based upon the terms set
2 forth in the Settlement Agreement.

3 **Certification of the Settlement Class**

4 4. For purposes of the settlement only, the Court certifies the following Settlement
5 Class pursuant to Rule 23(b)(3) as defined in the Settlement Agreement:

6 All individuals in the United States having a Roblox account prior to Preliminary Approval
7 of this Settlement from which content on the Roblox platform was moderated and removed
8 by Roblox.¹

9 5. The Court preliminarily finds, subject to the Final Approval Hearing referred to
10 below, that the Settlement Agreement is fair, adequate, and reasonable, and, for the purposes of
11 settlement only, that the Settlement Classes likely satisfy the requirements of Rule 23 of the
12 Federal Rules of Civil Procedure for purposes of entering the Final Judgment, specifically, that:
13 the Settlement Class is so numerous that joinder of all members is impracticable; there are
14 questions of fact and law common to the Settlement Class (*e.g.*, whether Roblox had a practice of
15 not refunding users for virtual items deleted from their accounts after they had acquired them,
16 whether such conduct violated the California laws alleged in Plaintiff’s Amended Complaint, and
17 whether members of the Settlement Class are entitled to restitution, damages, and/or injunctive
18 relief as a result); Plaintiff Jane Doe’s claims are typical of the claims of the Settlement Class;
19 Plaintiff and Class Counsel will fairly and adequately protect the interests of the members of the
20 Settlement Class; common questions of law or fact predominate over questions affecting

21 ¹ Excluded from the Settlement Class are (a) any Judge or Magistrate presiding over this
22 action and members of their families; (b) Defendant, Defendant’s subsidiaries, parents, successors,
23 predecessors, and any entity in which Defendant or its parents have a controlling interest and its
24 current or former employees, officers and directors; (c) persons who properly execute and file a
25 timely request for exclusion from the Class; (d) persons whose claims in this matter have been
26 finally adjudicated on the merits or otherwise released; (e) the legal representatives, successors,
27 and assigns of any such excluded persons; and (f) individuals who own one of 311 accounts that
28 Roblox has determined spent over 80,000 Robux (equating to over \$1,000) on moderated items
and falls into one or more of these three categories: (1) the account used Robux to acquire the
same virtual item multiple times, (2) the account used Robux to acquire a virtual item after that
item had already been moderated, or (3) the account created a virtual item and then used Robux to
acquire it themselves. These excluded accounts are identified in Exhibit D to the Settlement
Agreement.

1 individual members; and a class action is a superior method for fairly and efficiently adjudicating
2 the Action.

3 **Preliminary Approval of the Settlement**

4 6. For purposes of settlement only: (1) the Court preliminarily appoints Jay Edelson,
5 Rafey S. Balabanian, J. Eli Wade-Scott, and Yaman Salahi of Edelson PC as Class Counsel, Mark
6 S. Reich and Courtney E. Maccarone of Levi & Korsinsky, LLP as Liaison Counsel, and Plaintiff
7 Jane Doe, through her father and next of friend John Dennis, as Class Representative. The Court
8 finds that these attorneys are competent and capable of exercising the responsibilities of Class
9 Counsel and that Plaintiff will adequately protect the interests of the Settlement Class defined
10 above.

11 7. The Court preliminarily finds that, subject to the Final Approval Hearing, the
12 Settlement Agreement is fair, reasonable, and adequate, is likely to be approved under Federal
13 Rule of Civil Procedure 23(e)(2), and is in the best interests of the Settlement Class set forth
14 above. The Court further preliminarily finds that the Settlement Agreement substantially fulfills
15 the purposes and objectives of the class action, and provides substantial relief to the Settlement
16 Class without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or
17 appeal. The Court also finds that the Settlement Agreement (a) is the result of arm's-length
18 negotiations between experienced class action attorneys familiar with the legal and factual issues
19 of this case; (b) is sufficient to warrant notice of the Settlement and the Final Approval Hearing to
20 be disseminated to the Settlement Class; and (c) meets all applicable requirements of law,
21 including Federal Rule of Civil Procedure 23 and the Class Action Fairness Act ("CAFA"), 28
22 U.S.C. § 1715; and (d) is not a finding or admission of liability by the Defendant or any other
23 parties.

24 **Notice and Administration**

25 8. This Court approves, as to form and content, the notice of proposed class action
26 settlement (the "Notice") in substantially the form attached to the Settlement Agreement as
27 Exhibits B and C, as amended by Dkt. No. 66. Notice includes direct e-mail to all Class Members
28 for whom such information is available (estimated at over 98%) and in-app notice to all Class

1 Members, as well as reminder e-mail notice to Class Members who may be eligible for a Cash
2 Payment.

3 9. The Court further finds that the Notice is the best notice practicable under the
4 circumstances, and that the Notice complies fully with the requirements of the Federal Rules of
5 Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to
6 all persons entitled thereto, and meets the requirements of Due Process. The Court further finds
7 that the Notice is reasonably calculated, under all circumstances, to apprise members of the
8 Settlement Class of the pendency of this case, the terms of the Settlement Agreement, and the
9 right to object to the settlement and to exclude themselves from the Settlement Class. The parties,
10 by agreement, may revise the Notice in ways that are not material, or in ways that are appropriate
11 to update those documents for purposes of accuracy or formatting.

12 10. The Court approves the request for the appointment of Simpluris, Inc. as Settlement
13 Administrator under the Settlement Agreement.

14 11. Pursuant to the terms of the Settlement Agreement, Roblox is directed to provide
15 the Settlement Administrator the data identified in the Settlement Agreement as comprising the
16 Class List no later than fourteen (14) days after the date of this Order. The Settlement
17 Administrator shall maintain the confidentiality of the Class List and shall not disclose it to any
18 other party or persons and shall not use it for any purpose other than performance of its obligations
19 under the Settlement Agreement and shall purge all data from the Class List as soon as practicable
20 after its obligations have expired. The Settlement Administrator is directed to (a) publish the
21 Notice on the Settlement Website, and (b) send direct notice via e-mail, including a reminder
22 notice to Class Members who may be eligible for a Cash Payment, in accordance with the Notice
23 plan called for by the Settlement Agreement. Additionally, Roblox is directed to send the in-app
24 Notice to Class Members in accordance with the Settlement. The Court directs the issuance of the
25 Notice by email and in-app notice to the Settlement Class in accordance with the schedule set forth
26 in the Settlement Agreement and below:

| Deadline | Event |
|--|--|
| Not later than ten (10) days after the | Deadline for Settlement Administrator to cause to be served upon the Attorneys |

| | | |
|----|--|--|
| 1 | Agreement is filed with the Court | General of each U.S. State in which Settlement Class members reside, the Attorney General of the United States, and other required government officials, notice of the proposed settlement |
| 2 | | |
| 3 | | |
| 4 | No later than fourteen (14) days after entry of Preliminary Approval | Deadline for Roblox to provide Settlement Class Member contact information to the Settlement Administrator |
| 5 | | |
| 6 | No later than twenty-eight (28) days after entry of Preliminary Approval | Deadline for Settlement Administrator to provide Notice on the Settlement Website |
| 7 | No later than twenty-eight (28) days after entry of Preliminary Approval | Deadline for Settlement Administrator to commence dissemination of Notice via email |
| 8 | No later than twenty-eight (28) days after entry of Preliminary Approval | Deadline for Roblox to commence dissemination of Notice via the Roblox My Inbox platform |
| 9 | | |
| 10 | No later than thirty-five (35) days after entry of Preliminary Approval | Deadline for dissemination of Notice via email and the Roblox My Inbox platform to be completed (the "Notice Date") |
| 11 | | |
| 12 | Thirty (30) days prior to the Cash Claims Deadline | Deadline for the Settlement Administrator to send Reminder Email Notice to Class Members who may be eligible for a Cash Payment |
| 13 | | |
| 14 | | |
| 15 | No later than fifty-six (56) days following the Notice Date | Deadline to have postmarked and/or filed a written objection to this Settlement Agreement or a request for exclusion |
| 16 | | |
| 17 | No later than fifty-six (56) days following the Notice Date | Deadline to have submitted a Cash Claim Form on the Settlement Website |
| 18 | | |

Objections

19

20 12. Any Settlement Class Member who has not timely filed a request for exclusion may

21 object to the fairness, reasonableness, or adequacy of the Settlement Agreement, or to a Final

22 Judgment being entered dismissing this case with prejudice in accordance with the terms of the

23 Settlement Agreement, or to the Fee Award sought by Class Counsel, or to the requested service

24 award to the Class Representative. To object, Settlement Class Members must personally sign and

25 file with the Court a written objection on or before the Objection/Exclusion Deadline of **August**

26 **10, 2023.**

27 13. To be valid, the written objection must comply with the objection procedures set

28 forth in the Settlement Agreement and Notice, must be presented in writing and personally signed

1 by the objector and must include: (a) the Settlement Class Member's full name and current
2 address; (b) their Roblox account username for the account that experienced removal of moderated
3 items; (c) whether the objection applies only to the objector, to a specific subset of the Settlement
4 Class, or to the entire Settlement Class; (d) the specific grounds for the objection; (e) all
5 documents or writings that the Settlement Class Member desires the Court to consider; and (f) a
6 statement indicating whether the objector intends to appear at the Final Approval Hearing (either
7 personally or through counsel, who must file an appearance or seek pro hac vice admission in
8 accordance with the Local Rules).

9 14. All written objections should be filed with the Court and filed, postmarked, or
10 delivered to the Court no later than the Objection/Exclusion Deadline. Any Settlement Class
11 Member who fails to timely file a written objection with the Court and notice of his or her intent to
12 appear at the Final Approval Hearing in accordance with the terms of this Section and as detailed
13 in the Notice may not be permitted to object to this Settlement Agreement at the Final Approval
14 Hearing, and may be foreclosed from seeking any review of this Settlement Agreement or Final
15 Judgment by appeal or other means and may be deemed to have waived his or her objections and
16 be forever barred from making any such objections in the Action or any other action or
17 proceeding. The Court retains the power to determine how objections may be made and Class
18 Members heard as part of the Final Approval process.

19 **Exclusion**

20 15. Any person in the Settlement Class may submit a request for exclusion from the
21 Settlement on or before the Objection/Exclusion deadline of **August 10, 2023**. To be valid, any
22 request for exclusion must be submitted by letter or by using the form attached to the Declaration
23 of Yaman Salahi as Exhibit 4, which shall be available for submission and download on the
24 Settlement Website. Any members of the Settlement Class so excluded shall neither be bound by
25 the terms of the Settlement Agreement nor entitled to any of its benefits.

26 16. To be valid, any request for exclusion must be submitted by letter or by using the
27 Request for Exclusion Form, and shall (a) identify the case name *Doe v. Roblox*, No. 3:21-cv-
28 03943-WHO (N.D. Cal.); (b) state the full legal name and current residential address of the person

1 in the Settlement Class seeking exclusion; (c) identify their Roblox account username for the
2 account that experienced removal of moderated items; (d) contain a statement to the effect that “I
3 hereby request to be excluded from the proposed Settlement Class in *Doe v. Roblox*, No. 3:21-cv-
4 03943-WHO (N.D. Cal.)”; (e) contain the hand signature of the person(s) seeking exclusion; and
5 (f) be postmarked or received by the Settlement Administrator on or before the
6 Objection/Exclusion Deadline. Any person who is excluded from the Settlement Class shall not
7 (a) be bound by any orders or Final Judgment entered in the Action, (b) receive a Settlement
8 Payment under this Settlement Agreement, (c) gain any rights by virtue of this Settlement
9 Agreement, or (d) be entitled to object to any aspect of this Settlement Agreement or Final
10 Judgment. No person may request to be excluded from the Settlement Class through “mass” or
11 “class” opt-outs or bulk mailing of requests, meaning, *inter alia*, that each individual who seeks to
12 opt out must send an individual request to the Settlement Administrator that complies with all
13 requirements of this paragraph separate from any other individual’s request to ensure the request
14 manifests the individual’s considered, personal decision.

15 **Cash Claim Deadline**

16 17. The Court approves the Cash Claim Form attached as Exhibit A to the Settlement
17 Agreement. All Cash Claim Forms must be submitted on the Settlement Website by **August 10,**
18 **2023** (the “Cash Claims Deadline”) to be considered timely.

19 **Final Approval Hearing**

20 18. The Final Approval Hearing shall be held before this Court on **September 27,**
21 **2023**, at 2:00 p.m. in Courtroom 2, 17th Floor, 450 Golden Gate Ave., San Francisco, CA 94102 to
22 determine (a) whether the proposed settlement of the case on the terms and conditions provided
23 for in the Settlement Agreement is fair, reasonable, and adequate and should be given final
24 approval by the Court; (b) whether a Final Judgment should be entered; (c) whether to approve the
25 Fee Award to Class Counsel; and (d) whether to approve the payment of a service award to the
26 Class Representative. The Court may adjourn the Final Approval Hearing without further notice
27 to members of the Settlement Class.

28

United States District Court
Northern District of California

1 19. Class Counsel shall file papers in support of their request for a Fee Award and the
2 Class Representative’s service award (collectively, the “Fee Petition”) with the Court on or before
3 **July 27, 2023** (*i.e.*, 14 days before the Objection/Exclusion Deadline). The Fee Petition shall be
4 filed with the Court and promptly posted to the Settlement Website. Members of the Settlement
5 Class may object on their own or may do so through separate counsel at their own expense by the
6 Objection/Exclusion Deadline. Defendant may, but is not required to, file a response to Class
7 Counsel’s Fee Petition with the Court on or before the Objection/Exclusion Deadline. Class
8 Counsel may file a reply in support of their Fee Petition by August 31, 2023 (*i.e.*, 21 days after the
9 Objection/Exclusion Deadline.

10 20. Plaintiff shall file her papers in support of final approval of the Settlement
11 Agreement, and in response to any objections, with the Court on or before **September 7, 2023**
12 (*i.e.*, 28 days after the Objection Deadline).

13 **Additional Provisions**

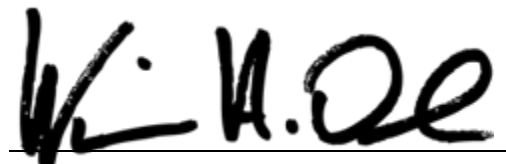
14 21. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
15 connection with the administration of the settlement which are not materially inconsistent with
16 either this Order or the terms of the Settlement Agreement.

17 22. All further proceedings and deadlines in this action are hereby stayed except for
18 those required to effectuate the Settlement Agreement and this Order.

19
20
21
22
23
24
25
26
27
28

IT IS SO ORDERED.

Dated: May 11, 2023



William H. Orrick
United States District Judge