

1 Rafey S. Balabanian (SBN 315962)  
rbalabanian@edelson.com  
2 Yaman Salahi (SBN 288752)  
ysalahi@edelson.com  
3 P. Solange Hilfinger-Pardo (SBN 320055)  
shilfingerpardo@edelson.com  
4 EDELSON PC  
150 California Street, 18th Floor  
5 San Francisco, California 94111  
Tel: 415.212.9300  
6 Fax: 415.373.9435

7 Mark S. Reich (admitted *pro hac vice*)  
Courtney E. Maccarone (admitted *pro hac vice*)  
8 LEVI & KORSINSKY, LLP  
55 Broadway, 10th Floor  
9 New York, NY 10006  
Telephone: 212-363-7500  
10 Facsimile: 212-363-7171  
Email: mreich@zlk.com  
11 Email: cmaccarone@zlk.com

12 *Attorneys for Plaintiff and the Putative Class*

13 ANTHONY J WEIBELL (SBN 238850)  
CARMEN SOBCZAK (SBN 342569)  
14 WILSON SONSINI GOODRICH & ROSATI  
Professional Corporation  
15 650 Page Mill Road  
Palo Alto, CA 94304-1050  
16 Telephone: (650) 493-9300  
Facsimile: (650) 565-5100  
17 Email: aweibell@wsgr.com; csobczak@wsgr.com

18 *Attorneys for Defendant*

19 **UNITED STATES DISTRICT COURT**  
20 **NORTHERN DISTRICT OF CALIFORNIA**  
21 **SAN FRANCISCO DIVISION**

21 JANE DOE,  
22 Plaintiff,  
23 v.  
24 ROBLOX CORPORATION,  
25 Defendant.

Case No. 3:21-cv-03943-WHO

Hon. William H. Orrick

**CLASS ACTION SETTLEMENT**  
**AGREEMENT**

1 This Class Action Settlement Agreement (“Settlement Agreement”) is entered into by and  
2 among Plaintiff Jane Doe, represented by her father and next friend John Dennis (“Plaintiff”), for  
3 herself individually and on behalf of the Settlement Class, and Roblox Corporation (“Defendant”).  
4 (Plaintiff and Defendant are referred to individually as a “Party” and collectively referred to as the  
5 “Parties.”) This Settlement Agreement is intended by the Parties to fully, finally, and forever  
6 resolve, discharge, and settle the Released Claims upon and subject to the terms and conditions  
7 hereof, and is subject to the approval of the Court.

8 **RECITALS**

9 A. On May 25, 2021, Plaintiff filed her initial class action complaint against  
10 Defendant, who operates a gaming platform in a virtual universe, or “metaverse.” (Dkt. 1.) She  
11 asserted five causes of action for violations of California’s Unfair Competition Law, Consumer  
12 Legal Remedies Act, and for common law fraud, conversion, and unjust enrichment. (*Id.*) Plaintiff  
13 alleged that Roblox had a practice of disabling, or “moderating,” users’ access to virtual items  
14 they had obtained using virtual currency called “Robux” in Defendant’s virtual marketplace  
15 without adequately refunding them. Plaintiff sought restitution and damages equivalent to the  
16 money users had spent to purchase Robux for later-deleted virtual items in addition to punitive  
17 damages.

18 B. On July 23, 2021, Plaintiff A.B. filed a class action complaint, Case No. 4:21-cv-  
19 5683, against Roblox Corporation arising out of the same allegations. On August 23, 2021, the  
20 Court related the two actions. (Dkt. 14.) On October 5, 2021, Plaintiff A.B. voluntarily dismissed  
21 her claims, and counsel in both actions coordinated their efforts to prosecute the instant action  
22 filed by Plaintiff Jane Doe.

23 C. On October 12, 2021, Roblox filed a motion to dismiss the complaint and to strike  
24 the class allegations and requests for monetary relief. (Dkt. 19.) Plaintiff filed her First Amended  
25 Complaint on November 2, 2021 (Dkt. 22), and in response, Roblox renewed its motion to dismiss  
26 and to strike the First Amended Complaint on December 10, 2021, reasserting its prior arguments.  
27 (Dkt. 25.) Plaintiff opposed the motion on January 20, 2022. (Dkt. 33.) Defendant filed a reply on  
28 February 4, 2022. (Dkt. 38.) A hearing was held on March 23, 2022. (Dkt. 44.)

1 D. The District Court denied in part and granted in part the motion to dismiss and  
2 strike on May 9, 2022. (Dkt. 48.) The Court ruled that Plaintiff had not adequately alleged a  
3 violation of the UCL’s “unfair conduct” prong, but otherwise denied the motion. Roblox filed its  
4 answer to the First Amended Complaint on June 14, 2022. (Dkt. 50.)

5 E. On May 12, 2022, Plaintiff served her First Set of Requests for Production of  
6 Documents. Defendant served its Responses & Objections to Plaintiff’s First Set of Requests for  
7 Production on June 23, 2022. In May 2022, the Parties also began discussing a possible settlement  
8 in the case. Recognizing that the Parties were working productively towards a resolution, Plaintiff  
9 nevertheless continued working to move discovery forward. The Parties met and conferred about  
10 Roblox’s responses and objections, and Plaintiff sent a follow up letter to Defendant’s response to  
11 her First Set of Requests for Production on September 20, 2022.

12 F. To prepare for settlement negotiations, the Parties continued to exchange  
13 information about the size of the class and the amount in controversy. Ultimately, the Parties  
14 agreed to schedule a mediation with Greg Lindstrom of Phillips ADR. The mediation was  
15 scheduled in-person in San Francisco on November 16, 2022. The Parties exchanged mediation  
16 briefing and engaged in several productive arm’s length negotiations and information exchanges in  
17 the lead up to the mediation. On November 16, 2022, and with Mr. Lindstrom’s assistance, the  
18 Parties were able to reach agreement on the material terms of a class-wide settlement.

19 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among  
20 Plaintiff, the Settlement Class, and Defendant that, subject to Court approval after a hearing as  
21 provided for in this Settlement Agreement, and in consideration of the benefits flowing to the  
22 Parties from the Settlement set forth herein, the Released Claims shall be fully and finally  
23 compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and  
24 subject to the terms and conditions set forth in this Settlement Agreement.

25 **AGREEMENT**

26 **1. DEFINITIONS**

27 As used herein, in addition to any definitions set forth elsewhere in this Settlement  
28 Agreement, the following terms shall have the meanings set forth below:

1       **1.1.**    “**Action**” means the case captioned *Doe v. Roblox*, No. 3:21-cv-03943-WHO (N.D.  
2 Cal.).

3       **1.2.**    “**Agreement**” or “**Settlement Agreement**” means this Class Action Settlement  
4 Agreement.

5       **1.3.**    “**Approved Cash Claim**” means a Cash Claim Form submitted by a Settlement Class  
6 Member that is (a) timely and submitted in accordance with the directions on the Cash Claim  
7 Form and the terms of this Agreement, (b) fully completed and physically or electronically signed  
8 by the Settlement Class Member, and (c) satisfies the conditions of eligibility for a Cash Payment  
9 as set forth in this Agreement.

10       **1.4.**    “**Cash Claims Deadline**” means the date by which all Cash Claim Forms must be  
11 postmarked or submitted on the Settlement Website to be considered timely, and shall be set as a  
12 date no later than fifty-six (56) days following the Notice Date, subject to Court approval. The  
13 Cash Claims Deadline shall be clearly set forth in the order granting Preliminary Approval, as  
14 well as in the Notice and the Cash Claim Form.

15       **1.5.**    “**Cash Claim Form**” means the document substantially in the form attached hereto as  
16 Exhibit A, as approved by the Court. The Cash Claim Form, which shall be completed by  
17 Settlement Class Members who are potentially eligible for a Cash Payment and who wish to claim  
18 a Cash Payment, shall be available in electronic format on the Settlement Website, and shall be  
19 linked to in the Notice. The Cash Claim Form will require claiming Settlement Class Members to  
20 provide at least the following information, and any additional information that the Parties and  
21 Settlement Administrator may determine is reasonably necessary to process claims and deter  
22 fraudulent submissions: (i) full name, (ii) current U.S. Mail address, (iii) current contact telephone  
23 number and email address, (iv) the Roblox account username(s) for which they are making claims,  
24 (v) a statement that they wish to receive a Cash Payment instead of Robux Relief, and (vi) a  
25 unique claim code or similar device that will be provided to potentially eligible class members by  
26 email and/or in their Roblox account messages. The Cash Claim Form will not require  
27 notarization, but will require affirmation that the information supplied is true and correct. The  
28



1 online Cash Claim Form will provide the option of having settlement payments transmitted  
2 electronically or by check via U.S. Mail.

3 **1.6. “Cash Payment”** means the eligible Settlement Class Member’s pro rata share of the  
4 Settlement Fund that Settlement Class Members may elect to receive *instead of* the automatic  
5 Robux Relief.

6 **1.7. “Class Counsel”** means attorneys Jay Edelson, Rafey S. Balabanian, J. Eli Wade-  
7 Scott, Yaman Salahi, and P. Solange Hilfinger-Pardo of Edelson PC.

8 **1.8. “Class Representative”** means the named Plaintiff in the Action, Jane Doe,  
9 represented by her father and next friend John Dennis.

10 **1.9. “Court”** means the United States District Court for the Northern District of California,  
11 San Francisco Division, the Honorable William H. Orrick presiding, or any judge who shall  
12 succeed him as the Judge assigned to the Action.

13 **1.10. “Defendant” or “Roblox”** means Roblox Corporation, a Delaware corporation.

14 **1.11. “Defendant’s Counsel” or “Roblox’s Counsel”** means attorney Anthony Weibell of  
15 Wilson Sonsini Goodrich & Rosati, P.C.

16 **1.12. “Effective Date”** means one business day following the later of: (i) the date upon  
17 which the time expires for filing or noticing any appeal of the Final Judgment; (ii) if there is an  
18 appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or service  
19 award, the date of completion, in a manner that finally affirms and leaves in place the Final  
20 Judgment without any material modification, of all proceedings arising out of the appeal(s)  
21 (including, but not limited to, the expiration of all deadlines for motions for reconsideration or  
22 petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings  
23 arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final  
24 dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the  
25 Final Judgment.

26 **1.13. “Fee Award”** means the amount of attorneys’ fees and reimbursement of costs to  
27 Class Counsel that is approved by the Court to be paid out of the Settlement Fund.  
28

1       **1.14. “Final Approval Hearing”** means the hearing before the Court where the Plaintiff will  
2 request that the Final Judgment be entered by the Court finally approving the Settlement as fair,  
3 reasonable, and adequate, and determining the Fee Award and the service award to the Class  
4 Representative.

5       **1.15. “Final Judgment”** means the final judgment to be entered by the Court confirming  
6 approval of the Settlement Class for purposes of Settlement, approving the settlement of the  
7 Action in accordance with this Settlement Agreement after the Final Approval Hearing, and  
8 dismissing the Action with prejudice.

9       **1.16. “Liaison Counsel”** means attorneys Mark S. Reich and Courtney E. Maccarone of  
10 Levi & Korsinsky, LLP.

11       **1.17. “Notice”** means the notice of this proposed Settlement and Final Approval Hearing,  
12 which, subject to Court approval, is to be disseminated to the Settlement Class substantially in the  
13 manner set forth in this Settlement Agreement, and which fulfills the requirements of Due Process  
14 and Federal Rule of Civil Procedure 23, and is substantially in the form of Exhibits B and C  
15 attached hereto.

16       **1.18. “Notice Date”** means the date by which dissemination of the Notice to the Settlement  
17 Class is completed, which dissemination shall commence no later than twenty-eight (28) days  
18 after entry of Preliminary Approval and be completed within seven (7) days thereafter.

19       **1.19. “Objection/Exclusion Deadline”** means the date by which a written objection to the  
20 Settlement Agreement must be filed with the Court or a request for exclusion submitted by a  
21 person within the Settlement Class must be postmarked or received by the Settlement  
22 Administrator, which shall be designated as a date fifty-six (56) days after the Notice Date, as  
23 approved by the Court. The Objection/Exclusion Deadline will be set forth in the order granting  
24 Preliminary Approval, as well as in the Notice and on the Settlement Website.

25       **1.20. “Plaintiff”** means Jane Doe, represented by her father and next friend John Dennis.

26       **1.21. “Preliminary Approval”** means the Court’s Order preliminarily approving the  
27 Agreement, appointing Class Counsel, certifying and/or finding the Settlement Class is likely to  
28

1 be certified for purposes of entering the Final Judgment, and approving the form and manner of  
2 the Notice.

3 **1.22. “QSF”** means the amounts paid by Defendant into an escrow account from the  
4 Settlement Fund that will constitute a court-approved Qualified Settlement Fund (QSF) for federal  
5 tax purposes pursuant to Treas. Reg. § 1.468B-1 as described herein.

6 **1.23. “Released Claims”** means any and all claims, complaints, actions, proceedings, or  
7 remedies of any kind, whether known or unknown (including, without limitation, claims for  
8 attorneys’ fees and costs and “Unknown Claims” as defined below), whether in law or in equity,  
9 under contract, tort or any other subject area, or under any statute, rule, regulation, order, or law,  
10 whether federal, state, or local, on any grounds whatsoever, arising prior to the Effective Date, that  
11 were, could have been, or could be asserted by the Releasing Parties arising from or related to the  
12 deletion, removal, or moderation of virtual items obtained with Robux on the Roblox platform.

13 **1.24. “Released Parties”** means Roblox Corporation and all of its present or former  
14 administrators, predecessors, successors, assigns, parents, subsidiaries, holding companies,  
15 investors, sister and affiliated companies, divisions, associates, affiliated and related entities,  
16 employers, employees, agents, representatives, consultants, independent contractors, directors,  
17 managing directors, officers, partners, principals, members, attorneys, vendors, accountants,  
18 fiduciaries, financial and other advisors, investment bankers, insurers, reinsurers, employee  
19 benefit plans, underwriters, shareholders, lenders, auditors, investment advisors, and any and all  
20 present and former companies, firms, trusts, corporations, officers, and directors.

21 **1.25. “Releasing Parties”** means Plaintiff, represented by her father and next friend, and  
22 Settlement Class Members and their respective present or past heirs, executors, estates,  
23 administrators, assigns, and agents.

24 **1.26. “Robux Relief”** means the pro rata portion of the Settlement Fund paid in Robux that  
25 all Settlement Class Members will be automatically entitled to (unless they are both eligible to  
26 receive and elect to receive a Cash Payment). Robux Relief will be in the form of Robux credited  
27 to a Settlement Class Member’s Roblox account.  
28

1           **1.27. “Settlement Administration Expenses”** means the expenses reasonably incurred by  
2 the Settlement Administrator in or relating to administering the Settlement, providing Notice,  
3 creating and maintaining the Settlement Website, mailing checks or electronic processing of  
4 Settlement Payments, and other such related expenses and tax obligations, with all such expenses  
5 to be paid from the Settlement Fund.

6           **1.28. “Settlement Administrator”** means Simpluris Inc., subject to approval of the Court,  
7 who will provide the Notice as set forth herein, unless Defendant should otherwise agree to  
8 perform these tasks itself, create and maintain the Settlement Website, send Settlement Payments  
9 to Settlement Class Members, be responsible for tax reporting, and perform such other settlement  
10 administration matters set forth herein or contemplated by the Settlement.

11           **1.29. “Settlement Class”** means all individuals in the United States having a Roblox  
12 account prior to Preliminary Approval of this Settlement from which content on the Roblox  
13 platform was moderated and removed by Roblox. Excluded from the Settlement Class are (a) any  
14 Judge or Magistrate presiding over this action and members of their families; (b) Defendant,  
15 Defendant’s subsidiaries, parents, successors, predecessors, and any entity in which Defendant or  
16 its parents have a controlling interest and its current or former employees, officers and directors;  
17 (c) persons who properly execute and file a timely request for exclusion from the Class; (d)  
18 persons whose claims in this matter have been finally adjudicated on the merits or otherwise  
19 released; (e) the legal representatives, successors, and assigns of any such excluded persons; and  
20 (f) individuals who own the accounts identified in Exhibit D. Exhibit D is a list of 311 accounts  
21 that Roblox has determined spent over 80,000 Robux (equating to over \$1,000) on moderated  
22 items and falls into one or more of these three categories: (1) the account used Robux to acquire  
23 the same virtual item multiple times, (2) the account used Robux to acquire a virtual item after  
24 that item had already been moderated, or (3) the account created a virtual item and then used  
25 Robux to acquire it themselves.

26           **1.30. “Settlement Class Member” or “Class Member”** means a person who falls within the  
27 definition of the Settlement Class and who does not submit a valid request for exclusion from the  
28 Settlement Class.

1       **1.31. “Settlement Fund”** means the ten million U.S. Dollars (\$10,000,000.00) non-  
2 reversionary settlement fund that shall be established by the Defendant and funded in the manner  
3 provided in this Agreement. Other than the Settlement Fund, Defendant will have no financial  
4 obligations to Class Representatives, Class Members, Class Counsel, any other attorney  
5 representing any Class Member, or the Settlement Administrator. The Settlement Fund represents  
6 the total extent of Defendant’s monetary obligations under this Agreement. In no event shall  
7 Defendant’s total monetary obligations with respect to this Agreement exceed the amount stated  
8 above.

9       **1.32. “Settlement Payment”** means a pro rata portion of the Settlement Fund in either U.S.  
10 Dollars or Robux Relief, less any Fee Award, service award to the Class Representative, and  
11 Settlement Administration Expenses.

12       **1.33. “Settlement Website”** means the website to be created, launched, and maintained by  
13 the Settlement Administrator, and which allows for the electronic submission of Cash Claim  
14 Forms and provides access to relevant settlement administration documents, including the Notice,  
15 relevant case documents, and other relevant material.

16       **1.34. “Unknown Claims”** means claims that could have been raised in the Action and that  
17 Plaintiff, any member of the Settlement Class or any Releasing Party, do not know or suspect to  
18 exist, which, if known by him, her or it, might affect his, her or its agreement to release the  
19 Released Parties or the Released Claims or might affect his, her or its decision to agree, to object  
20 or not to object to the Settlement. Upon the Effective Date, Plaintiff, the Settlement Class, and the  
21 Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to  
22 the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the  
23 California Civil Code, which provides as follows:

24           A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
25           CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT  
26           TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
27           RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
28           MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
              DEBTOR OR RELEASED PARTY.

1 Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have,  
2 waived any and all provisions, rights and benefits conferred by any law of any state or territory of  
3 the United States, or principle of common law, or the law of any jurisdiction outside of the United  
4 States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The  
5 Releasing Parties acknowledge that they may discover facts in addition to or different from those  
6 that they now know or believe to be true with respect to the subject matter of this release, but that  
7 it is their intention to finally and forever settle and release the Released Claims, notwithstanding  
8 any Unknown Claims they may have, as that term is defined in this paragraph.

9 **2. SETTLEMENT FUND**

10 **2.1.** The Settlement Fund shall be funded by Defendant in two steps: (1) within 30 days of  
11 Preliminary Approval, Defendant shall pay \$3,000,000.00 into a segregated escrow account; and  
12 (2) within 60 days of the Effective Date, Defendant shall pay into the escrow account the  
13 remaining cash to be disbursed by the Settlement Administrator from the Settlement Fund  
14 (\$7,000,000.00 less the amounts being paid out in the form of Robux Relief).

15 **2.2.** The amounts paid into the escrow account from the Settlement Fund shall be a court-  
16 approved Qualified Settlement Fund (QSF) for federal tax purposes pursuant to Treas. Reg. §  
17 1.468B-1. Defendant shall be the “transferor” to the QSF within the meaning of Section 1.468B-  
18 1(d)(1) of the Treasury Regulations with respect to the escrow account or any other amount  
19 transferred to the QSF pursuant to this Settlement Agreement. The Settlement Administrator shall  
20 be the “administrator” of the QSF within the meaning of Section 1.468B-2(k)(3) of the Treasury  
21 Regulations, responsible for causing the filing of all tax returns required to be filed by or with  
22 respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and  
23 complying with any applicable information reporting or tax withholding requirements imposed by  
24 Section 1.468B-2(l)(2) of the Treasury Regulations or any other applicable law on or with respect  
25 to the QSF. All taxes on income or interest generated by the QSF, if any, shall be paid out of the  
26 QSF.

27 **2.3.** Class Counsel shall select the escrow account and the escrow bank. The escrow bank  
28 shall invest the QSF exclusively in an interest-bearing account or accounts where the principal

1 will not decrease and is fully insured by the United States Government or an agency thereof,  
2 including certificates of deposit, a U.S. Treasury Fund or a bank account that is either (a) fully  
3 insured by the Federal Deposit Insurance Corporation (“FDIC”) or (b) secured by instruments  
4 backed by the full faith and credit of the United States Government. The Settlement Fund escrow  
5 bank shall reinvest the proceeds of these instruments as they mature in similar instruments at their  
6 then-current market rates. All interest earned on the investment of funds in the QSF shall remain  
7 in the QSF for distribution as set forth herein.

8 **2.4.** The Settlement Administrator will draw from the QSF to cover all cash obligations of  
9 Defendant related to this Agreement, including the expenses of the Settlement Administrator, the  
10 provision of Notice, payments to Class Members, payments to Class Representatives, Fee Awards,  
11 and any other administrative fees and expenses in connection with this Agreement; provided,  
12 however, that the Parties must approve any payments to the Settlement Administrator prior to the  
13 Settlement Administrator drawing from the QSF to cover such expenses. The Parties intend that,  
14 after the foregoing payments and disbursements are made, there will be no funds remaining in the  
15 QSF. Nonetheless, to the extent any funds remain, no portion of the QSF will be returned to  
16 Defendant except in the event this Agreement is terminated.

17 **2.5.** If this Agreement is terminated or fails for any reason, the Settlement Administrator  
18 will return all funds from the QSF to Defendant within 10 days of the termination date; provided,  
19 however, that the Settlement Administrator need not return any funds already spent on notice and  
20 on reasonable Settlement Administrator expenses before the termination date.

21 **2.6.** Neither the Released Parties nor Defendant’s Counsel shall have any liability,  
22 obligation, or responsibility with respect to the investment, disbursement, or other administration  
23 or oversight of the QSF and shall have no liability, obligation or responsibility with respect to any  
24 liability, obligation or responsibility of the Settlement Administrator, including but not limited to,  
25 liabilities, obligations or responsibilities arising in connection with the investment, disbursement  
26 or other administration of the Settlement Fund and QSF.

27 **2.7.** Each person or entity who receives a payment from the QSF will be solely responsible  
28 for their tax obligations. Each Class Counsel or other attorney or firm receiving a distribution

1 from the Settlement Fund will be solely responsible for his, her, or its tax obligations. Neither  
2 Class Counsel nor Defendant make any representations regarding the tax treatment of the  
3 Settlement Fund nor will Defendant accept any responsibility for the tax treatment of the  
4 Settlement Payments received by any Settlement Class Member.

5 **3. CLASS MEMBER RELIEF**

6 **3.1. Pro Rata Allocation.** After deduction of Settlement Administration Expenses, any Fee  
7 Award, and any service award to the Class Representative, the amount remaining in the  
8 Settlement Fund (the “Net Settlement Fund”) shall be allocated between the Settlement Class  
9 Members in U.S. Dollars. The individual allocation will be made proportionally based on the  
10 proportion of Robux that Settlement Class Members spent on moderated items at issue in the  
11 Action (less any Robux credits they may have already received) compared to the total Robux  
12 spent on items at issue in the Action by all Settlement Class Members (less any Robux credits  
13 already provided to the Settlement Class), multiplied by the value of the Net Settlement Fund  
14 according to the formula below:

15  
16 
$$\text{Individual Allocation} = \frac{\text{Individual Robux Spent Less Credits}}{\text{Total Robux Spent Less Total Credits}} \times \text{Net Settlement Fund}$$

17 **3.2. Form of Payment.** Every Settlement Class Member will receive a Settlement Payment  
18 for their individual allocation either in the form of a Cash Payment or Robux Relief as described  
19 herein.

20 **3.3. Cash Payment.**

21 3.3.1. Settlement Class Members who elect to receive a Cash Payment will receive a  
22 Cash Payment (instead of automatic Robux Relief) so long as (1) their pro rata allocation  
23 exceeds a value of \$10.00 U.S. Dollars and (2) they submit a valid Cash Claim Form by the Cash  
24 Claims Deadline.

25 3.3.2. Within twenty-eight (28) days of the Cash Claims Deadline, the Settlement  
26 Administrator shall process all Cash Claim Forms timely submitted by Settlement Class  
27 Members and shall determine which claims are valid and initially approved, subject to  
28



1 satisfaction of the \$10.00 eligibility threshold to be determined upon the Effective Date, and  
2 which claims are initially rejected.

3 3.3.3. Also within twenty-eight (28) days of the Cash Claims Deadline, the Settlement  
4 Administrator will submit to Class Counsel and Defendant’s Counsel a report listing all initially  
5 approved and initially rejected Cash Claim Forms, including the reason for rejection.

6 3.3.4. Class Counsel and Defendant’s Counsel shall have fourteen (14) days after the  
7 date they receive the report listing the initially approved and initially rejected Cash Claim Forms  
8 to challenge any initially approved or initially rejected Cash Claim Forms. Class Counsel and  
9 Defendants’ Counsel shall meet and confer in an effort to resolve any disputes or disagreements  
10 over any initially approved or rejected claims. The Settlement Administrator shall have the  
11 authority for determining if Settlement Class Members’ Cash Claim Forms are complete, timely,  
12 and accepted as an Approved Cash Claim.

13 3.3.5. If the amount of attorney’s fees, costs, service award, or administrative costs used  
14 to determine Cash Claim eligibility at the time prior to final approval is higher than those  
15 amounts ultimately approved by the Court, then the Settlement Administrator shall determine  
16 whether the change in the size of the Net Settlement Fund causes additional individuals who  
17 opted for the Cash Payment to meet the \$10 eligibility threshold. If such a re-determination is  
18 necessary, then the Settlement Administrator will perform it and, within fourteen (14) days of the  
19 Effective Date, the Settlement Administrator will submit to Class Counsel and Defendant’s  
20 Counsel a final determination of eligibility and report listing all Approved Cash Claims that  
21 satisfy the \$10.00 eligibility threshold and the amount of Cash Payment.

22 3.3.6. Within ninety (90) days of the Effective Date, or such other date as the Court may  
23 set, the Settlement Administrator shall send Cash Payments by the means elected by Settlement  
24 Class Members on their Cash Claim Forms or by other means approved by the Court.

25 3.3.7. Each Cash Payment issued to a Settlement Class Member by check will state on  
26 the face of the check that it will become null and void unless cashed within ninety (90) calendar  
27 days after the date of issuance.

1 3.3.8. In the event that an electronic payment to a Settlement Class Member is unable to  
2 be processed, the Settlement Administrator shall attempt to contact the Settlement Class Member  
3 within thirty (30) calendar days to correct the problem.

4 3.3.9. To the extent that a check issued to a Settlement Class Member is not cashed  
5 within ninety (90) days after the date of issuance or an electronic payment is unable to be  
6 processed within ninety (90) days, such allocation will be provided to the Class Member as  
7 Robux Relief by Roblox and, if successfully delivered, shall be refunded to Roblox by the  
8 Settlement Administrator. If the provision of Robux Relief cannot be accomplished and/or Cash  
9 Payments remain uncashed or unable to be processed such that residual funds remain in the  
10 Settlement Fund, such funds shall be distributed as *cy pres* to an appropriate recipient approved  
11 by the Court.

12 **3.4. Robux Relief.**

13 3.4.1. Each Settlement Class Member who does not elect to receive, or who is not eligible  
14 for, a Cash Payment shall automatically receive their Settlement Payment as Robux Relief without  
15 the need to submit any type of claim form or to take any other action.

16 3.4.2. Each Settlement Class Member receiving Robux Relief will receive 1 Robux in  
17 their Roblox account for every \$0.01 in value of their pro rata allocation from the Settlement  
18 Fund.

19 3.4.3. Within twenty-eight (28) days of the Cash Claims Deadline, the Settlement  
20 Administrator will submit to Class Counsel and Defendant's Counsel a report listing all Roblox  
21 accounts that will not receive a Cash Payment and the amount of Robux Relief to be provided to  
22 these accounts.

23 3.4.4. The preliminary eligibility determinations regarding Robux Relief made pursuant  
24 to the foregoing paragraph shall be presented to the Court in Plaintiff's motion for final approval  
25 of the Settlement. If the amount of attorney's fees, costs, service award, or administrative costs  
26 used to determine Robux Relief and Cash Claims prior to final approval is higher than those  
27 amounts ultimately approved by the Court, then the Settlement Administrator shall re-determine  
28 each individual's allocation. If such a re-determination is necessary, then the Settlement

1 Administrator will perform it and, within fourteen (14) days of the Effective Date, the Settlement  
2 Administrator will submit to Class Counsel and Defendant’s Counsel a report listing all Roblox  
3 accounts that will not receive a Cash Payment and the amount of Robux Relief to be provided to  
4 these accounts.

5 3.4.5. Within sixty (60) days of the Effective Date, Defendant shall provide Robux Relief  
6 to the accounts listed on the Settlement Administrator’s report.

7 3.4.6. Within thirty (30) days after Robux Relief has been provided to all Settlement  
8 Class Members due Robux Relief, including those whose Cash Payments could not be processed  
9 by the Settlement Administrator, Defendant shall provide an accounting to Class Counsel and the  
10 Settlement Administrator indicating the accounts to which Robux were successfully credited and  
11 in what amounts, and identifying any accounts for which Robux Relief could not be provided.

12 **3.5. Prospective Relief.** Defendant will maintain the policy implemented in September  
13 2021 to credit accounts for Robux spent on moderated items by users not in violation of the  
14 Roblox Terms of Use for a period of no less than four (4) years.

15 **4. RELEASE**

16 **4.1.** Upon the Effective Date, and in consideration of the settlement relief described  
17 herein, the Releasing Parties, and each of them, shall be deemed to have released, and by operation  
18 of the Final Judgment shall have, fully, finally, and forever, released, relinquished, and discharged  
19 all Released Claims against each and every one of the Released Parties.

20 **5. NOTICE TO THE CLASS**

21 **5.1. Form of Notice.** Notice to the Class will be in the form of direct notice by email  
22 and Roblox Inbox and public notice by a settlement website.

23 **5.2. Class List.** Roblox shall provide the Settlement Administrator the following data  
24 for all Roblox accounts identified as belonging to persons in the Settlement Class (the “Class  
25 List”) as soon as practicable, but by no later than fourteen (14) days after the Court grants  
26 Preliminary Approval of the Settlement Agreement: Roblox account username, Roblox User ID,  
27 email address, and the total Robux spent on moderated items that have not yet been credited back  
28 to the account. The Settlement Administrator shall keep the Class List and all personal information

1 obtained therefrom, including but not limited to the identity and contact information of all persons,  
2 strictly confidential. The Class List may not be used by the Settlement Administrator for any  
3 purpose other than advising specific individual Settlement Class members of their rights,  
4 reviewing Cash Claim Forms, calculating and processing Settlement Payments, and otherwise  
5 effectuating the terms of the Settlement Agreement or the duties arising thereunder, including the  
6 provision of Notice of the Settlement.

7 **5.3. Direct Email Notice.** No later than the Notice Date, the Settlement Administrator  
8 shall send Notice via e-mail, substantially in the form of Exhibit B, to all persons in the Settlement  
9 Class for whom an email address is available in the Class List. In the event that the transmission of  
10 any email notice results in a “bounce-back,” the Settlement Administrator shall attempt to skip  
11 trace an updated e-mail address and provide Roblox with the updated information.

12 **5.4. Reminder Email Notice.** Thirty (30) days prior to the Cash Claims Deadline, the  
13 Settlement Administrator shall again send Notice via email to all persons on the Class List for  
14 whom a valid email address is available and who, at that point, are potentially eligible to receive a  
15 Cash Payment but have not submitted a Cash Claim Form. The reminder notice shall be  
16 substantially in the form of Exhibit B with minor, non-material modifications to indicate that they  
17 are reminder notices rather than initial notices.

18 **5.5. In-Platform Notice by Roblox.** No later than the Notice Date, Roblox shall, at its  
19 own cost, make notice available via the Roblox platform My Inbox feature substantially in the  
20 form attached as Exhibit B to all persons in the Class. Roblox shall provide Class Counsel and/or  
21 the Court with a declaration confirming completion of the in-platform Notice and providing  
22 statistics about the number of In-App Notices sent.

23 **5.6. Internet Notice.** Within twenty-eight (28) days after the entry of Preliminary  
24 Approval, the Settlement Administrator will develop, host, administer, and maintain the  
25 Settlement Website, containing the Notice substantially in the form of Exhibit C, other important  
26 case documents, the ability to file Cash Claim Forms online, and other standard Settlement  
27 Website features.

28 **5.7. CAFA Notice.** Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the

1 Agreement is filed with the Court, the Settlement Administrator shall cause to be served upon the  
2 Attorneys General of each U.S. State in which Settlement Class members reside, the Attorney  
3 General of the United States, and other required government officials, notice of the proposed  
4 settlement as required by law.

5 **5.8. Notice Contents.** The Notice shall advise the Settlement Class of their rights under  
6 the Settlement Agreement, including the right to be excluded from or object to the Settlement  
7 Agreement or its terms. The Notice shall specify that any objection to this Settlement Agreement,  
8 and any papers submitted in support of said objection, shall be received by the Court at the Final  
9 Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court  
10 and specified in the Notice, the person making an objection files notice of his or her intention to  
11 do so and at the same time (a) files copies of such papers they propose to submit at the Final  
12 Approval Hearing clearly identifying the case name and number (*Doe v. Roblox*, No. 3:21-cv-  
13 03943-WHO (N.D. Cal.)), (b) submits such papers to the Court either by filing them electronically  
14 or in person at any location of the United States District Court for the Northern District of  
15 California or by mailing them to the Class Action Clerk, United States District Court for the  
16 Northern District of California, San Francisco Division, and (c) files or postmarks such papers on  
17 or before the Objection/Exclusion Deadline.

18 **5.9. Right to Object or Comment.** Any Settlement Class Member who intends to  
19 object to this Settlement Agreement must present the objection in writing, which must be  
20 personally signed by the objector and must include: (a) the Settlement Class Member's full name  
21 and current address; (b) their Roblox account username for the account that experienced removal  
22 of moderated items; (c) a statement that they believe themselves to be a member of the Settlement  
23 Class; (d) whether the objection applies only to the objector, to a specific subset of the Settlement  
24 Class, or to the entire Settlement Class; (e) the specific grounds for the objection; (f) all  
25 documents or writings that the Settlement Class Member desires the Court to consider; (g) the  
26 name and contact information of any and all attorneys representing, advising, or in any way  
27 assisting the objector in connection with the preparation or submission of the objection or who  
28 may profit from the pursuit of the objection; and (h) a statement indicating whether the objector

1 intends to appear at the Final Approval Hearing (either personally or through counsel, who must  
2 file an appearance or seek *pro hac vice* admission in accordance with the Local Rules). All written  
3 objections must be filed with the Court and filed, postmarked, or delivered to the Court no later  
4 than the Objection/Exclusion Deadline. Any Settlement Class Member who fails to timely file a  
5 written objection with the Court and notice of his or her intent to appear at the Final Approval  
6 Hearing in accordance with the terms of this Section and as detailed in the Notice shall not be  
7 permitted to object to this Settlement Agreement at the Final Approval Hearing, and shall be  
8 foreclosed from seeking any review of this Settlement Agreement or Final Judgment by appeal or  
9 other means and shall be deemed to have waived his or her objections and be forever barred from  
10 making any such objections in the Action or any other action or proceeding.

11 **5.10. Right to Request Exclusion.** Any person in the Settlement Class may submit a  
12 request for exclusion from the Settlement on or before the Objection/Exclusion Deadline. To be  
13 valid, any request for exclusion must be submitted using the form agreed to by the Parties and  
14 approved by the Court, which shall be available for download from the Settlement Website and  
15 shall (a) be in writing; (b) identify the case name *Doe v. Roblox*, No. 3:21-cv-03943-WHO (N.D.  
16 Cal.); (c) state the full legal name and current residential address of the person in the Settlement  
17 Class seeking exclusion; (d) identify their Roblox account username for the account that  
18 experienced removal of moderated items; (e) contain a statement to the effect that “I hereby  
19 request to be excluded from the proposed Settlement Class in *Doe v. Roblox*, No. 3:21-cv-03943-  
20 WHO (N.D. Cal.)”; (f) contain the hand signature of the person(s) seeking exclusion; and (g) be  
21 postmarked or received by the Settlement Administrator on or before the Objection/Exclusion  
22 Deadline. A request for exclusion that is not submitted on the approved form, does not include all  
23 of the foregoing information, that is sent to an address other than that designated in the Notice, or  
24 that is not postmarked or delivered to the Settlement Administrator within the time specified, shall  
25 be invalid and the persons serving such a request shall be deemed to remain Settlement Class  
26 Members and shall be bound as Settlement Class Members by this Settlement Agreement, if  
27 approved. Any person who is excluded from the Settlement Class shall not (a) be bound by any  
28 orders or Final Judgment entered in the Action, (b) receive a Settlement Payment under this

1 Settlement Agreement, (c) gain any rights by virtue of this Settlement Agreement, or (d) be  
2 entitled to object to any aspect of this Settlement Agreement or Final Judgment. No person may  
3 request to be excluded from the Settlement Class through “mass” or “class” opt-outs or bulk  
4 mailing of requests, meaning, *inter alia*, that each individual who seeks to opt out must send an  
5 individual request to the Settlement Administrator that complies with all requirements of this  
6 paragraph separate from any other individual’s request to ensure the request manifests the  
7 individual’s considered, personal decision.

8 **6. SETTLEMENT ADMINISTRATION**

9 **6.1. Settlement Administrator’s Duties.**

10 6.1.1. *Dissemination of Notices.* The Settlement Administrator and Roblox shall  
11 disseminate the Notice as provided in Section 5 of this Settlement Agreement.

12 6.1.2. *Maintenance of Records.* The Settlement Administrator shall maintain reasonably  
13 detailed records of its activities under this Settlement Agreement. The Settlement Administrator  
14 shall maintain all such records as required by applicable law in accordance with its business  
15 practices and such records will be made available to Class Counsel and Defendant’s Counsel upon  
16 request. The Settlement Administrator shall also provide reports and other information to the  
17 Court as the Court may require. Upon request, the Settlement Administrator shall provide Class  
18 Counsel and Defendant’s Counsel with information concerning Notice, requests for exclusion,  
19 claim forms, and administration and implementation of the Settlement.

20 6.1.3. *Receipt of Requests for Exclusion.* The Settlement Administrator shall receive  
21 requests for exclusion from persons in the Settlement Class and provide to Class Counsel and  
22 Defendant’s Counsel a copy thereof within five (5) days of the Objection/Exclusion Deadline. If  
23 the Settlement Administrator receives any requests for exclusion or other requests from Settlement  
24 Class Members after the deadline for the submission of requests for exclusion, the Settlement  
25 Administrator shall promptly provide copies thereof to Class Counsel and Defendant’s Counsel.

26 6.1.4. *Creation of Settlement Website.* The Settlement Administrator shall create the  
27 Settlement Website. The Settlement Website shall include a toll-free telephone number and  
28 mailing address through which persons in the Settlement Class may contact the Settlement

1 Administrator or Class Counsel directly.

2           6.1.5. *Processing Cash Claim Forms.* The Settlement Administrator shall, under the  
3 supervision of the Court, administer the relief provided by this Settlement Agreement by  
4 processing Cash Claim Forms in a rational, responsive, cost effective, and timely manner. The  
5 Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for  
6 abuse or fraud and deny Cash Claim Forms where there is evidence of abuse or fraud, including  
7 without limitation by cross-referencing Approved Cash Claims with the Class List. The Settlement  
8 Administrator shall determine whether a Cash Claim Form submitted by a Settlement Class  
9 Member is an Approved Cash Claim and shall reject Cash Claim Forms that fail to (1) comply  
10 with the instructions on the Cash Claim Form or the terms of this Agreement, or (2) provide full  
11 and complete information as requested on the Cash Claim Form. In the event a person submits a  
12 timely Cash Claim Form by the Cash Claims Deadline, but the Cash Claim Form is not otherwise  
13 complete, then the Settlement Administrator shall give such person reasonable opportunity to  
14 provide any requested missing information, which information must be received by the Settlement  
15 Administrator no later than twenty-eight (28) days after the Cash Claims Deadline. In the event the  
16 Settlement Administrator receives such information more than twenty-eight (28) calendar days  
17 after the Cash Claims Deadline, then any such claim shall be denied and that Settlement Class  
18 Member shall only be entitled to Robux Relief. The Settlement Administrator may contact any  
19 person who has submitted a Cash Claim Form to obtain additional information necessary to verify  
20 the Cash Claim Form.

21 **7. CONFIRMATORY DISCOVERY**

22           **7.1.** Defendant has represented that the total number of Robux spent on moderated items by  
23 the Settlement Class, after accounting for the previously credited amounts, is 1,719,480,373  
24 Robux, as of November 12, 2022. Defendant has represented that the total number of Robux spent  
25 on moderated items by all affected U.S. Roblox users, after accounting for the previously credited  
26 amounts, is 2,296,780,095 Robux, as of November 12, 2022. The difference is the amount spent  
27 by the accounts listed in Exhibit D. Defendant shall confirm the foregoing information within  
28 fourteen (14) days of the execution of this Agreement with a declaration under penalty of perjury.



1 If the total Robux spent on moderated items by the Settlement Class that have not previously been  
2 credited is higher than the amount above, the Settlement Fund will be adjusted proportionally to  
3 reflect the higher amount.

4 **8. PRELIMINARY APPROVAL AND FINAL APPROVAL**

5 **8.1. Preliminary Approval.** Promptly after execution of this Settlement Agreement,  
6 Class Counsel shall submit this Settlement Agreement to the Court and shall move the Court to  
7 enter an order granting Preliminary Approval, which shall include, among other provisions, a  
8 request that the Court:

- 9 • Appoint Plaintiff as Class Representative of the Settlement Class;
- 10 • Appoint Class Counsel to represent the Settlement Class;
- 11 • Appoint a Settlement Administrator;
- 12 • Certify the Settlement Class for settlement purposes only and/or find that the Settlement  
13 Class is likely to be certified for purposes of entering the Final Approval Order;
- 14 • Preliminarily approve this Settlement Agreement for purposes of disseminating Notice to  
15 the Settlement Class;
- 16 • Approve the form and contents of the Notice and the method of its dissemination to  
17 members of the Settlement Class; and
- 18 • Schedule a Final Approval Hearing after the expiration of the CAFA notice period, to  
19 review comments and/or objections regarding this Settlement Agreement, to consider its  
20 fairness, reasonableness and adequacy, to consider the application for a Fee Award and  
21 service award to the Class Representative, and to consider whether the Court shall issue a  
22 Final Judgment approving this Settlement Agreement and dismissing the Action with  
23 prejudice.

24 **8.2. Final Approval.** After Notice to the Settlement Class is given, Class Counsel shall  
25 move the Court for entry of a Final Judgment, which shall include, among other provisions, a  
26 request that the Court:

- 27 • find that it has personal jurisdiction over all Settlement Class Members and subject matter  
28 jurisdiction to approve this Settlement Agreement, including all attached Exhibits;

- 1 • approve the Settlement as fair, reasonable and adequate as to, and in the best interests of,  
2 the Settlement Class Members;
- 3 • direct the Parties and their counsel to implement and consummate the Settlement  
4 according to its terms and conditions;
- 5 • declare the Settlement to be binding on, and have *res judicata* and preclusive effect in, all  
6 pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff  
7 and all other Settlement Class Members and Releasing Parties;
- 8 • find that the Notice implemented pursuant to the Settlement Agreement (1) constitutes the  
9 best practicable notice under the circumstances, (2) constitutes notice that is reasonably  
10 calculated, under the circumstances, to apprise the Settlement Class of the pendency of the  
11 Action and their rights to object to or exclude themselves from this Settlement Agreement  
12 and to appear at the Final Approval Hearing, (3) is reasonable and constitutes due,  
13 adequate, and sufficient notice to all persons entitled to receive notice, and (4) fulfills the  
14 requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the  
15 United States Constitution, and the rules of the Court;
- 16 • finally certify or confirm certification of the Settlement Class under Federal Rule of Civil  
17 Procedure 23, including finding that the Class Representative and Class Counsel  
18 adequately represented the Settlement Class for purposes of entering into and  
19 implementing the Settlement Agreement;
- 20 • dismiss the Action on the merits and with prejudice, without fees or costs to any Party  
21 except as provided in this Settlement Agreement;
- 22 • incorporate the Release set forth above, make the Release effective as of the Effective  
23 Date, and forever discharge the Released Parties as set forth herein;
- 24 • authorize the Parties, without further approval from the Court, to agree to and adopt such  
25 amendments, modifications and expansions of the Settlement and its implementing  
26 documents (including all Exhibits to this Settlement Agreement) that (i) shall be  
27 consistent in all material respects with the Final Judgment, and (ii) do not limit the rights  
28 of Settlement Class Members; and

- 1 • without affecting the finality of the Final Judgment for purposes of appeal, retain  
2 jurisdiction as to all matters relating to administration, consummation, enforcement and  
3 interpretation of the Settlement Agreement and the Final Judgment, and for any other  
4 necessary purpose.

5 **8.3. Cooperation.** The Parties shall, in good faith, cooperate, assist, and undertake all  
6 reasonable actions and steps in order to accomplish these required events on the schedule set by  
7 the Court, subject to the terms of this Settlement Agreement.

8 **9. MONETARY AWARDS**

9 **9.1. Fee Award.** Defendant agrees to pay Class Counsel from the Settlement Fund an  
10 award of reasonable attorneys' fees and unreimbursed expenses incurred in the Action to be  
11 determined by the Court. The amount of the Fee Award shall be determined by the Court based on  
12 petition from Class Counsel. Without the Parties having reached any agreement on the issue of  
13 attorneys' fees at any point in their negotiations, and with no consideration given or received,  
14 Class Counsel has agreed to limit its petition for attorneys' fees to no more than twenty-five  
15 percent (25%) of the Settlement Fund. Defendant may challenge the amount requested. Payment  
16 of the Fee Award shall be made from the Settlement Fund, and should the Court award less than  
17 the amount sought by Class Counsel, the difference in the amount sought and the amount  
18 ultimately awarded pursuant to this Section shall remain in the Settlement Fund and be distributed  
19 to Settlement Class Members as Settlement Payments. The Settlement Administrator shall  
20 distribute the Fee Award to Class Counsel from the QSF within ten (10) business days after the  
21 Effective Date. Payment of the Fee Award shall be made via wire transfer to an account  
22 designated by Class Counsel after providing necessary information for electronic transfer.

23 **9.2. Service Award.** Defendant agrees that Class Counsel may petition the Court for a  
24 service award on behalf of the Class Representative, but Defendant otherwise has not agreed to the  
25 entitlement to or amount of the service award. The Class Representative intends to seek a service  
26 award in the amount of five thousand U.S. Dollars (\$5,000.00) from the Settlement Fund, in  
27 addition to any Settlement Payment pursuant to this Settlement Agreement and in recognition of  
28 her efforts on behalf of the Settlement Class, subject to Court approval. Should the Court award

1 less than this amount, the difference in the amount sought and the amount ultimately awarded  
2 pursuant to this Section shall remain in the Settlement Fund and be distributed to Settlement Class  
3 Members as Settlement Payments. Any award shall be paid by the Settlement Administrator from  
4 the QSF (in the form of a check to the Class Representative that is sent care of Class Counsel)  
5 within the same time provided for Settlement Class Members to receive their Settlement  
6 Payments.

7 **10. CONDITIONS OF SETTLEMENT AND TERMINATION**

8 **10.1. Effective Date.** The Effective Date shall not occur unless and until each and every one  
9 of the following events occurs, and shall be the date upon which the last (in time) of the following  
10 events occurs:

- 11 • This Agreement has been signed by the Parties, Class Counsel and Defendant’s  
12 Counsel;
- 13 • The Court has entered an order granting Preliminary Approval of the Agreement;
- 14 • The Court has entered an order finally approving the Agreement, following Notice to  
15 the Settlement Class and a Final Approval Hearing, as provided in the Federal Rules  
16 of Civil Procedure, and has entered the Final Judgment, or a judgment substantially  
17 consistent with this Settlement Agreement that has become final and unappealable;  
18 and
- 19 • In the event that the Court enters an order and final judgment in a form other than that  
20 provided above (“Alternative Judgment”) to which the Parties have consented, that  
21 Alternative Judgment has become final and unappealable.

22 **10.2. Termination.** The Class Representative, on behalf of the Settlement Class, or  
23 Defendant, shall have the right to terminate this Agreement by providing written notice of the  
24 election to do so to all other Parties within ten (10) days of any of the following events: (i) the  
25 Court’s refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the  
26 Court’s refusal to enter the Final Judgment in this Action in any material respect; (iii) the date  
27 upon which the Final Judgment is modified or reversed in any material respect by the Court of  
28 Appeals or the Supreme Court; or (iv) the date upon which an Alternative Judgment, as defined in

1 Paragraph 10.1 of this Agreement, is modified or reversed in any material respect by the Court of  
2 Appeals or the Supreme Court.

3 **10.3. Breach.** If any Party is in material breach of the terms hereof, any other Party,  
4 provided that it is in substantial compliance with the terms of this Agreement, may terminate this  
5 Settlement Agreement on notice to all other Parties.

6 **10.4. Monetary Award Disputes.** Notwithstanding anything herein, the Parties agree that  
7 the Court’s decision as to the amount of the Fee Award to Class Counsel set forth above or the  
8 service award to the Class Representative, regardless of the amounts awarded, shall not prevent  
9 the Settlement Agreement from becoming effective and undisputed Settlement Payments being  
10 distributed, nor shall they be grounds for termination of the Agreement. It is not a condition of this  
11 Agreement that any particular amount of the Fee Award, or service awards be approved by the  
12 Court, or that such fees, costs, expenses or awards be approved at all. Any order or proceeding  
13 relating to the amount of any award of attorneys’ fees, costs, or expenses or service awards, or any  
14 appeal from any order relating thereto, or reversal or modification thereof, shall not operate to  
15 modify, terminate or cancel this Agreement, or affect or delay the Effective Date from occurring,  
16 except that any modification, order or judgment cannot result in Defendant’s overall obligation  
17 exceeding the agreed-upon amount of the Settlement Fund.

18 **10.5. Effect of Termination or Failure.** If this Settlement Agreement is terminated or fails  
19 to become effective for the reasons set forth above, the Parties shall be restored to their respective  
20 positions in the Action as of the date of the signing of this Agreement, and Defendant’s entry into  
21 the Settlement Agreement shall not be considered, in any way, as an admission concerning  
22 liability or the propriety of class certification. In such event, any Final Judgment or other order  
23 entered by the Court in accordance with the terms of this Agreement shall be treated as vacated,  
24 *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as  
25 if this Settlement Agreement had never been entered into.

26 **11. LIMITATIONS ON USE OF THIS AGREEMENT**

27 **11.1.** Whether the Effective Date occurs or this Settlement is terminated, neither this  
28 Settlement Agreement nor the Settlement contained herein, nor any act performed or document

1 executed pursuant to or in furtherance of this Settlement Agreement or the Settlement is, may be  
2 deemed, or shall be used, offered or received for any of the following purposes:

3 11.1.1. against the Released Parties as an admission, concession or evidence of, the  
4 validity of any Released Claims, the truth of any fact alleged by Plaintiff, the deficiency of any  
5 defense that has been or could have been asserted in the Action, the violation of any law or statute,  
6 the reasonableness of the Settlement Fund, Settlement Payment, or the Fee Award, or of any  
7 alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

8 11.1.2. against the Released Parties as, an admission, concession or evidence of any fault,  
9 misrepresentation or omission with respect to any statement or written document approved or  
10 made by the Released Parties, or any of them;

11 11.1.3. against Plaintiff or the Settlement Class, or each or any of them as an admission,  
12 concession or evidence of, the infirmity or strength of any claims asserted in the Action, the truth  
13 or falsity of any fact alleged by Defendant, or the availability or lack of availability of meritorious  
14 defenses to the claims raised in the Action; or

15 11.1.4. against Plaintiff and the Settlement Class, or each or any of them, or against the  
16 Released Parties, or each or any of them, as an admission or concession that the consideration to  
17 be given hereunder represents an amount equal to, less than or greater than that amount that could  
18 have or would have been recovered after trial.

19 **11.2.** This Settlement Agreement and any acts performed and/or documents executed in  
20 furtherance of or pursuant to this Settlement Agreement may be used in any proceedings as may  
21 be necessary to effectuate the provisions of this Settlement Agreement.

22 **11.3.** If this Settlement Agreement is approved by the Court, any of the Released Parties may  
23 file this Settlement Agreement and/or the Final Judgment in any action that may be brought  
24 against such parties in order to support a defense or counterclaim based on principles of *res*  
25 *judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other  
26 theory of claim preclusion or issue preclusion, or similar defense or counterclaim.

27 **12. MISCELLANEOUS PROVISIONS**

28 **12.1.** The Parties: (a) acknowledge that it is their intent to consummate this Agreement; and

1 (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent  
2 reasonably necessary to effectuate and implement all terms and conditions of this Agreement and  
3 to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this  
4 Settlement Agreement. Class Counsel and Defendant’s Counsel agree to cooperate with one  
5 another in seeking entry of an order granting Preliminary Approval and the Final Judgment, and  
6 promptly to agree upon and execute all such other documentation as may be reasonably required  
7 to obtain final approval of the Settlement Agreement.

8 **12.2.** Each signatory to this Agreement represents and warrants (a) that he, she, or it has all  
9 requisite power and authority to execute, deliver and perform this Settlement Agreement and to  
10 consummate the transactions contemplated herein, (b) that the execution, delivery and  
11 performance of this Settlement Agreement and the consummation by it of the actions  
12 contemplated herein have been duly authorized by all necessary corporate action on the part of  
13 each signatory, and (c) that this Settlement Agreement has been duly and validly executed and  
14 delivered by each signatory and constitutes its legal, valid and binding obligation.

15 **12.3.** The Parties intend this Settlement Agreement to be a final and complete resolution of  
16 all disputes between them with respect to the Released Claims by Plaintiff and the other  
17 Settlement Class Members, and each or any of them, on the one hand, against the Released  
18 Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree  
19 not to assert in any forum that the Action was brought by Plaintiff or defended by Defendant, or  
20 each or any of them, in bad faith or without a reasonable basis.

21 **12.4.** The Parties have relied upon the advice and representation of counsel, selected by  
22 them, concerning the claims hereby released. The Parties have read and understand fully this  
23 Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of their  
24 own selection and intend to be legally bound by the same.

25 **12.5.** The headings used herein are used for the purpose of convenience only and are not  
26 meant to have legal effect.

27 **12.6.** The waiver by one Party of any breach of this Settlement Agreement by any other  
28 Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Settlement

1 Agreement.

2 **12.7.** All of the Exhibits to this Settlement Agreement are material and integral parts hereof  
3 and are fully incorporated herein by reference.

4 **12.8.** This Settlement Agreement and its Exhibits set forth the entire agreement and  
5 understanding of the Parties with respect to the matters set forth herein, and supersede all prior  
6 negotiations, agreements, arrangements and undertakings with respect to the matters set forth  
7 herein. No representations, warranties or inducements have been made to any Party concerning  
8 this Settlement Agreement or its Exhibits other than the representations, warranties and covenants  
9 contained and memorialized in such documents. This Settlement Agreement may be amended or  
10 modified only by a written instrument signed by or on behalf of all Parties or their respective  
11 successors-in-interest.

12 **12.9.** Except as otherwise provided herein, each Party shall bear its own attorneys' fees and  
13 costs incurred in any way related to the Action.

14 **12.10.** Plaintiff represents and warrants that she has not assigned any claim or right or interest  
15 relating to any of the Released Claims against the Released Parties to any other person or party  
16 and that she is fully entitled to release the same.

17 **12.11.** Each counsel or other Person executing this Settlement Agreement, any of its Exhibits,  
18 or any related settlement documents on behalf of any Party hereto, hereby warrants and represents  
19 that such Person has the full authority to do so and has the authority to take appropriate action  
20 required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

21 **12.12.** This Settlement Agreement may be executed in one or more counterparts. All executed  
22 counterparts and each of them shall be deemed to be one and the same instrument. Signature by  
23 digital, facsimile, or in PDF format will constitute sufficient execution of this Settlement  
24 Agreement. A complete set of original executed counterparts shall be filed with the Court if the  
25 Court so requests.

26 **12.13.** The Court shall retain jurisdiction with respect to implementation and enforcement of  
27 the terms of this Settlement Agreement, and all Parties hereto submit to the jurisdiction of the  
28 Court for purposes of implementing and enforcing the settlement embodied in this Settlement



1 Agreement.

2 **12.14.** This Settlement Agreement shall be governed by and construed in accordance with the  
3 laws of the State of California without reference to the conflicts of laws provisions thereof.

4 **12.15.** This Settlement Agreement is deemed to have been prepared by counsel for all Parties,  
5 as a result of arm's-length negotiations among the Parties. Whereas all Parties have contributed  
6 substantially and materially to the preparation of this Settlement Agreement, it shall not be  
7 construed more strictly against one Party than another.

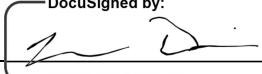
8 **12.16.** Where this Settlement Agreement requires notice to the Parties, such notice shall be  
9 sent to the undersigned counsel: Yaman Salahi, EDELSON PC, 150 California St., 18th Floor, San  
10 Francisco, CA 94111, ysalahi@edelson.com; Anthony Weibell, WILSON SONSINI GOODRICH &  
11 ROSATI, 650 Page Mill Road, Palo Alto, CA 94304, aweibell@wsgr.com.

12 [SIGNATURES APPEAR ON FOLLOWING PAGE]  
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**JANE DOE**

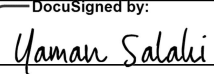
Dated: March 21, 2023

By (signature): 

Name (printed): John Dennis

**EDELSON PC**

Dated: March 21, 2023

By (signature): 

Name (printed): Yaman Salahi

Its (title): Partner, Settlement Class Counsel

**ROBLOX CORPORATION**

Dated: March 21, 2023

By (signature): 

Name (printed): Mark Reinstra

Its (title): General Counsel