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

21 JANE DOE,

22 Plaintiff,

23 v.

24 ROBLOX CORPORATION,

25 Defendant.
26
27
28

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:

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

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

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

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

9. MONETARY AWARDS

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

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

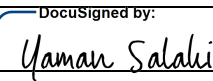
Dated: March 21, 2023

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

EXHIBIT A

JANE DOE v. ROBLOX
CASH CLAIM FORM PROCESS FLOW

- 1)** Class Members that are eligible to file a Cash Claim may enter the Cash Claim form filing module by logging into the Claim form using one or more unique Claim ID(s) associated with their specific account(s), which will be provided in the In-app Notice sent by Roblox and the email Notice.

Claim Login

Email Address

Unique Claim ID

ADD ANOTHER UNIQUE CLAIM ID

LOGIN

JANE DOE v. ROBLOX
CASH CLAIM FORM PROCESS FLOW

- 2) Class Members that enter the Cash Claim filing module by logging in with their unique Claim ID(s) and email address will immediately be directed to a page that will display the unique Claim ID(s) they entered which are associated with the e-mail address entered, along with the estimated Robux Relief amounts associated with each account and total estimated award. This page will notify the Class Member of his or her status and will also present the Cash Claim form to be completed, should the Class Member wish to submit a claim.

The Roblox accounts that are associated with your email address and eligible for an award in this Settlement are listed below, along with the eligible Robux shares for each account.

Unique Claim ID	Robux
ABC12345	1000
EFG98765	500




Total Estimated Award: 1500 Robux or \$15.00

You will receive an automatic credit of Robux to the account(s) listed above upon final approval of the settlement. It will not be known whether you are eligible to receive a cash payment instead of Robux until after final approval. You can learn more [here](#). If you would like to receive a cash payment, should you become eligible to do so, please complete the claim form below by [DEADLINE]. If you submit the form before the deadline and are ultimately eligible to receive cash, you will receive a cash payment instead of Robux.

Online Claim Form

First Name *	<input type="text" value="TestFirst"/>
Last Name *	<input type="text" value="TestLast"/>
Address 1 *	<input type="text"/>
Address 2	<input type="text"/>
City *	<input type="text"/>
States *	<input type="text" value=""/>
Zip Code *	<input type="text"/>
Contact Phone	<input type="text"/>
Email Address *	<input type="text" value="testemail@gmail.com"/>

Payment Options

 No bank account required ⓘ USE PAYPAL	 No bank account required ⓘ USE VENMO	 Direct to your bank account ⓘ USE ZELLE
--	---	--

If you prefer to receive a paper check instead of a faster and more convenient option listed above, click this [link](#).

PLEASE CLICK THE [SUBMIT](#) BUTTON BELOW TO COMPLETE.

E-Signature *	<input type="text"/>
Date *	<input type="text" value="03/10/2023"/>

SUBMIT

JANE DOE v. ROBLOX
CASH CLAIM FORM PROCESS FLOW

- 3)** Upon submission of the Cash Claim form, the Class Member will be presented with a page which confirms receipt of the claim.

Thank you!

Your Cash Claim form has been received. Please note your unique Claim ID(s) associated with your Roblox account(s) for future reference. The Settlement Administrator will process and validate all incoming claims. If the Settlement receives final approval from the Court and you remain eligible for a Cash payment at the time of distribution, a payment will be sent to you using the payment instructions you provided in your Claim form. This process will take time. Thank you for your patience.

EXHIBIT B

From: tobedetermined@domain.com
To: JohnDoeClassMember@domain.com
Re: Legal Notice of Roblox Class Action Settlement

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MAY BE ENTITLED TO
CASH OR ROBUX AS PART OF A CLASS ACTION SETTLEMENT**

If you are under 18 years old, please show this to a parent or guardian. This is an official notice about a class settlement that you should read carefully as it may affect your legal rights.

[begin insert for cash eligible claimants:]

UNIQUE CLAIM CODE: [[code]] You may potentially be eligible to elect to receive a cash payment as part of this class settlement. You will need this Unique Claim Code to do so. Read this notice in full for details. Click **[[here]]** to submit a cash claim.

[end of insert for cash eligible claimants]

WHAT IS THIS NOTICE ABOUT?

Plaintiff Jane Doe brought a lawsuit on May 25, 2021 alleging that Roblox failed to provide credits or refunds to Roblox users whenever items they had obtained with Robux from the Roblox Avatar Shop were removed or moderated from their accounts. In September 2021, after Ms. Doe's lawsuit was filed, Roblox changed this practice for such items going forward. As part of a class action settlement, Roblox has now agreed to establish a settlement fund for the benefit of Roblox users whose items were moderated and who have not yet received a full credit or refund. Such users will automatically receive a credit of Robux to their Roblox account without having to take any action. If an eligible user's share of the settlement fund exceeds a value of \$10, such users may submit a claim to receive their share as a cash payment instead of Robux. Roblox has also agreed to maintain its new Robux credit policy for at least four more years.

WHO IS INCLUDED?

With some exceptions, this class action settlement includes "All individuals in the United States having a Roblox account prior to **[[Preliminary Approval Date]]** from which content on the Roblox platform was moderated and removed by Roblox." These individuals are called "class members." If you received this notice by email or in your Roblox account Messages, Roblox's records show that you are likely a class member. There are certain exceptions explained at [www.\[website\].com](http://www.[website].com).

WHAT DO I GET UNDER THE SETTLEMENT?

If you are a class member, your share of the settlement fund will be based on the amount of Robux you spent on moderated items and which were not previously credited to your account as compared to other class members. For example, if you spent 100 Robux on moderated items and have not yet received a credit, you will receive a larger portion of the settlement than a user who spent only 50 Robux, but less than a user who spent 1,000 Robux. Any attorney's fees, costs, and

service awards approved by the Court will be deducted from the Settlement Fund before calculating each class member's individual share. Details about the formula that will be used can be found on the settlement website.

WHAT DO I NEED TO DO TO CLAIM THESE BENEFITS?

All class members will automatically receive a Robux credit to their account equal to their pro rata share of the settlement at a specially negotiated premium rate of 1 Robux per \$0.01. For example, if your share of the settlement fund is \$5, you would automatically receive 500 Robux credited back to your Roblox account. You do not have to submit a claim or take any other action to receive this automatic premium Robux credit.

Alternatively, class members whose share of the settlement is greater than \$10 can elect to receive their share of the settlement as a cash payment instead of a Robux credit. To receive a cash payment, eligible class members must use the Unique Claim Code at the top of this notice to submit a cash claim form before **[[date]]** by clicking the link at the top of this notice or by going to **[[settlement website]]**. Prior to submitting your cash claim form, you will be presented with an estimate of what you might expect to receive so that you can determine which benefit you prefer. Please note that the estimate provided is only an estimate, as final amounts will not be determined by the court until a later date. Depending on the amounts determined by the court, not all claimants who submit a cash claim form will ultimately receive a cash payment.

If you do not see the words "Unique Claim Code" at the top of this notice, you are not eligible to elect to receive a cash payment. If the settlement is approved by the court, you will receive an automatic Robux credit without having to take any action in response to this notice.

DO I HAVE OTHER OPTIONS?

If you are a Class Member but do not want the benefits offered above and want to keep your right to file your own lawsuit against Roblox for any of the issues or claims in the case, you can exclude yourself from the Class **no later than [objection/exclusion deadline]**. If you do not exclude yourself from the Class, and the Court approves the Settlement, you will be bound by all orders of the Court and judgments in this case. If you stay in the Class, you may object to any aspect of the settlement, including the requests for attorneys' fees, costs, expenses, and award to the class representative. You and/or your lawyer also have the right to appear before the Court. Your written objection must be filed **no later than [objection/exclusion deadline]**.

Specific instructions about how to object or exclude yourself from the Class are available at [www.\[website\].com](http://www.[website].com).

DO I HAVE A LAWYER?

The Court has appointed lawyers from the firm Edelson PC ("Edelson") as "Class Counsel" and lawyers from the firm Levi & Korsinsky, LLP as "Liaison Counsel." You do not have to pay Class Counsel or anyone else to participate. Class Counsel intend to request that the Court award them attorneys' fees from the Settlement Fund not to exceed 25%, plus litigation costs and expenses. If you want to be represented by your own lawyer in this case, you may hire one at your expense. Jane Doe is a Class Member like you and the Court appointed her as the "Class

Representative.” She will request a service award not to exceed \$5,000 for her service on behalf of the Class.

WHEN WILL THE COURT CONSIDER THE PROPOSED SETTLEMENT?

The Court has scheduled a hearing on the fairness of Settlement at [time] on [month] [day], 2023 at the Philip Burton Federal Building and Courthouse, 450 Golden Gate Avenue, Courtroom 2, 17th floor, San Francisco, CA 94102. The Court will consider whether to approve the Settlement; any objections; and the requests for a service award to the Class Representative, and attorneys’ fees, costs and expenses to Class Counsel. You may ask to appear at the hearing but you do not have to. The date, time and location of the hearing may change. Please review the website at [www.\[website\].com](http://www.[website].com) for any updated information regarding the final hearing.

HOW DO I GET MORE INFORMATION?

This notice is only a summary. For more information about the case and the Settlement, visit [www.\[website\].com](http://www.[website].com) or call Class Counsel at (866) 354-3015.

PLEASE DO NOT CALL OR WRITE THE COURT OR ROBLOX FOR INFORMATION OR ADVICE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

EXHIBIT C

NOTICE OF CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING

Official Notice from the United States District Court for the Northern District of California

IF YOU USED ROBLOX AND YOUR VIRTUAL ITEMS WERE REMOVED FROM YOUR ACCOUNT, YOU MAY BE ENTITLED TO CASH OR ROBUX UNDER A CLASS ACTION SETTLEMENT

Read this notice carefully and show it to a parent or guardian if you are under 18 years old.

Roblox Corporation has settled a class action that claimed Roblox should have refunded Roblox users who spent Robux on virtual items that were later removed (moderated) from the Roblox platform. As part of this settlement, Roblox is establishing a \$10 million settlement fund from which users will automatically receive a credit of Robux to their Roblox account. Alternatively, eligible users can submit a claim to receive their share of the settlement fund as a cash payment if that share exceeds a value of \$10. This fund will also be used to pay the costs of notifying people about the Settlement and implementing it, the lawyers' fees and costs, and a service award to the user who helped bring the lawsuit and obtain the settlement. Roblox has also agreed to maintain a policy of automatically crediting users for Robux spent on items that are later moderated for at least four more years.

With some exceptions, those included in this class settlement are all individuals in the United States who had a Roblox account prior to **[[Preliminary Approval Date]]** from which content was moderated and removed by Roblox ("class members"). The Court in charge of this case has not yet made a final decision to approve the Settlement. Payments of Robux and/or cash will be made only if the Court grants final approval to the Settlement and that decision is not reversed by appeal. *If you are a class member, your legal rights are affected whether you act or not, so please read this Notice carefully.*

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
Do Nothing	You will automatically receive a Robux credit to your account determined by your individual share of the settlement. You will release your right to individually sue Roblox for the issues in this lawsuit.
Fill Out a Claim Form	If your individual share of the settlement is worth more than \$10, you can elect to receive a cash payment instead of Robux credit by submitting a cash claim form by _____, 2023.
Object	Write to the Court about why you do not like something about the Settlement by _____, 2023.
Ask to be excluded from the Class	If you don't want to be a part of the Settlement, you must submit a request to be excluded. You won't get any money, Robux, or other benefits, but you will keep any rights to sue Roblox yourself for the same legal issues in this lawsuit.
Go to a hearing on _____, 2023	You can ask to speak to the Court about your opinion of the Settlement, including the amount of lawyers' fees. Written requests to speak must be received by the Court by _____, 2023.

BASIC INFORMATION

1. Why should I read this Notice?

This notice explains the lawsuit, the Settlement, your rights, what payments are available, and how to get them.

The Hon. William H. Orrick of the United States District Court for the Northern District of California is in charge of this class action. The lawsuit is known as *Doe v. Roblox Corporation*, Case No. 3:21-cv-03943-WHO.

2. What is this lawsuit about?

Plaintiff Jane Doe sued Roblox claiming that Roblox should have offered refunds or credit when “moderating” or “deleting” virtual items that users had acquired with Robux through the Roblox Avatar Shop. Roblox denies all allegations of wrongdoing or that it broke any laws and maintains that the Roblox Terms of Use expressly explained this practice.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. These people together are a “Class” or “Class Members.” One court resolves the issues in the case for everyone in the Class – except for those people who choose to exclude themselves from the Class. In this case, the Court appointed Jane Doe, who is under 18 so is being represented by her father John Dennis, as the Class Representative. Ms. Doe has a Roblox account and claims that items she obtained in the Avatar Shop were later deleted without receiving any credit or refund.

4. Why is there a Settlement?

Roblox and the Class Representative spent over a year and a half in Court fighting this case. After extended litigation, both sides agreed to a settlement. The Settlement gives Class Members guaranteed Robux credit or cash now whereas in a trial, Class Members might get nothing or might only get refunds years from now. Because there is a settlement, the Court has not decided who should win the case.

WHO IS INCLUDED IN THE SETTLEMENT

5. Am I included as part of the Class?

The Court decided that all people who fit this definition are included in the Class: “All individuals in the United States having a Roblox account prior to [[Preliminary Approval Date]] from which content on the Roblox platform was moderated and removed by Roblox.”

You may still be a member of the class even if you previously received a credit of Robux or a refund for removed items; but you will not receive any additional compensation under the Settlement for items that have already been credited or refunded by Roblox.

Some people who fit within the definition above are expressly excluded from the class for various reasons. The Settlement excludes 311 accounts that spent over 80,000 Robux (equating to over \$1,000) on moderated items and who fall 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. To confirm whether your account is one of these 311 excluded Roblox accounts, please visit [\[\[URL\]\]](#).

Additionally, the following individuals are excluded from the Class: (a) any Judge or Magistrate presiding over this action and members of their families; (b) Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest and its current or former employees, officers and directors; (c) persons who properly execute and file a timely request for exclusion from the Class; (d) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; and (e) the legal representatives, successors, and assigns of any such excluded persons.

Roblox's records were used to identify Class Members who should have received notice through email or their Roblox "My Inbox." If you did not get a notice by email or in your Roblox Inbox, and if you think you should be included in the Class, please contact the Settlement Administrator and be prepared to provide sufficient information about your Roblox account to prove that you own the account at issue.

For more information, please visit www.website.com.

6. I'm still unsure if I am included.

If you are still not sure whether you are included, you can get free help at www.website.com, or by calling the lawyers appointed to represent Class Members in this case, Edelson PC ("Edelson") of San Francisco, California at (866) 354-3015. Please do not contact the Court or Roblox.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

As part of this settlement, Roblox is establishing a \$10 million settlement fund from which users will automatically receive a credit of Robux to their Roblox account. Alternatively, eligible users can submit a claim to receive their share of the settlement fund as a cash payment if that share exceeds a value of \$10. This fund will also be used to pay the costs of notifying people about the Settlement and implementing it, the lawyers' fees and costs, and a service award to the user who helped bring the lawsuit and obtain the settlement. Roblox has also agreed to maintain for at least four more years its current program of providing automatic Robux credit for items obtained with Robux through the Avatar Shop that are later deleted or moderated by Roblox, unless the user has violated the Roblox Terms of Use.

8. What do I get from the Settlement?

If you are a class member, your share of the settlement fund will be determined by the amount of Robux you spent on items that were obtained through the Avatar Shop, but later moderated or deleted by Roblox, minus any credits or refunds you have already received for those items. Users who spent more Robux on removed items will be entitled to a higher amount than those who spent less.

If your share of the settlement is \$10 dollars or more, then you will have the option to choose to receive cash instead of Robux (see the answer to Question # below for more information about choosing cash). The amount you actually receive will depend on the amount of lawyers' fees, costs, expenses, and awards deducted from the Settlement Fund. The formula used to determine each individual's share is below:

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

For example, if the net settlement fund after deduction of administration expenses and attorney's fees and costs awards is \$6,995,000, and you spent 2500 Robux on moderated items that has not yet been credited back to you, your individual share of the settlement fund would be approximately \$10 or 1000 Robux. Someone who spent more than 2500 Robux on moderated items would be entitled to a larger share, and someone who spent less would be entitled to a smaller share.

Please see the answer to the next question for information about getting an estimate of your individual share of the settlement.

9. How can I collect these benefits?

To receive Robux credit for your share of the settlement, you do not have to do anything. The Robux will automatically be credited to your Roblox account. All class members will automatically receive a Robux credit to their account equal to their pro rata share of the settlement at a specially negotiated rate of 1 Robux per \$0.01. For example, if your share of the settlement fund is \$5, you would automatically receive 500 Robux credited back to your Roblox account. You do not have to submit a claim or take any other action to receive this automatic premium Robux credit.

Alternatively, class members whose share of the settlement is greater than or equal to \$10 can elect to receive their share of the settlement as a cash payment instead of a Robux credit. To receive a cash payment, eligible class members must submit a cash claim form before [\[\[date\]\]](#). Class members who are potentially eligible to elect a cash payment will have a Unique Claim Code sent to them by email or in their Roblox account's "My Inbox". Class members will need this unique claim code to get an estimate of their share of the settlement and to submit a claim for a cash payment. Cash claims can be submitted by clicking the link at the top of the unique claim code notice or by going to [\[\[settlement website\]\]](#).

If you did not receive a Unique Claim Code by email or in your Roblox account's "My Inbox", you are not eligible to elect to receive a cash payment. If the settlement is approved by the court, you will receive an automatic Robux credit without having to take any action in response to this notice.

Prior to submitting a cash claim form, potentially eligible class members will be presented with an estimate of what they might expect to receive so that they can determine which benefit they prefer. Please note that the estimate provided is only an estimate, as final amounts will not be determined by the court until a later date. Depending on the amounts determined by the court, not all claimants who submit a cash claim form will ultimately receive a cash payment.

If you opt to receive a cash payment instead of Robux, you can get payment by a check or electronically through Venmo, Zelle, PayPal, and direct deposit to a bank account.

10. When will I get my payment?

Payments of Robux and cash will not be made until after the Court grants final approval to the Settlement and that decision is no longer subject to further review by an appellate court. The court will consider final approval of the Settlement on [Final Approval Hearing Date.] Even if the Court approves the Settlement, there may be appeals. It is always uncertain whether and when appeals can be resolved, and resolving them can take more than a year.

The Settlement Website will be updated to inform Class Members of the progress of the Settlement. Please be patient.

If you receive a payment by check, all checks will expire and become void 90 days after they are issued. If you do not cash your check before the 90 day deadline or it is not possible to process your electronic payment by that time, the check will be voided and the electronic transaction will be cancelled, and you will instead receive an automatic refund of Robux to your account instead of cash. If for some reason it is not possible to credit Robux to your Roblox account, then your share of the Settlement may be donated to a cy pres recipient to be approved by the Court.

WHAT HAPPENS IF YOU REMAIN IN THE SETTLEMENT

11. What am I giving up if I stay in the Class and receive the Settlement Benefits?

Unless you exclude yourself from the Settlement and forgo the right to any of the Settlement benefits, you are staying in the Class. That means that if the Court approves the Settlement, you will not have the right to file a separate lawsuit against, or seek further money from, Roblox for any issues or claims arising from or related to the deletion, removal, or moderation of virtual items obtained with Robux on the Roblox platform—whether or not you are currently aware of those claims.

The specific scope of the claims you are releasing is in paragraph 1.23 of the Settlement Agreement, which is available through the "Court Documents" link on the Settlement Website. If you have any questions, you can talk to the lawyers listed in Question 13 for free, or you can, of course, talk to your own lawyer if you have questions about what the release means.

12. What if I do nothing?

If you are a Class Member and do nothing (meaning you don't submit a Claim Form and don't exclude yourself), you will receive an automatic credit of Robux to your account according to your pro rata share of the Settlement. You will also release your right to sue Roblox in a separate lawsuit, as described above.

THE LAWYERS REPRESENTING YOU**13. Do I have a lawyer in this case?**

The Court has appointed Jay Edelson, Rafey S. Balabanian, J. Eli Wade-Scott, Yaman Salahi, and P. Solange Hilfinger-Pardo of the law firm of Edelson PC (866) 354-3015 to represent you and all Class Members. These attorneys are called "Class Counsel." The Court has also appointed Mark S. Reich and Courtney E. Maccarone of Levi & Korsinsky, LLP as "Liaison Counsel" to assist Class Counsel in representing the Class.

The law firms are experienced in handling similar class action cases. More information about Edelson and Levi & Korsinsky, their practices, and their lawyers' experience is available at www.edelson.com and www.zlk.com.

They believe, after fighting with Roblox in Court, that the Settlement Agreement is fair, reasonable, and in the best interests of the Class. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

14. How will the lawyers be paid?

The Court will determine how much Class Counsel and Liaison Counsel will be paid for attorneys' fees, costs, and expenses in this case. The amounts will be paid from the \$10 million Settlement Fund. Class Counsel will apply for an attorney's fee award of no more than twenty five percent of the Settlement Fund, plus costs and expenses.

Class Counsel will also ask the Court to approve a service award of up to \$5,000 to compensate the Class Representative for her services on behalf of the Class.

Class Counsel's application for an award of attorney's fees, costs, and expenses and the class representative awards will be made available on the "court documents" page at [www.\[website\].com](http://www.[website].com) on [DATE].

EXCLUDING YOURSELF FROM THE CLASS**15. How do I get out of the Settlement?**

To exclude yourself from the Class and decline the rights and benefits of the Settlement, you must submit a form to the Settlement Administrator by [DATE] stating that you want to be excluded from the Class in *Doe v. Roblox*, Case No. 3:21-cv-03943-WHO (N.D. Cal.). To be valid, any request for exclusion must be submitted using the approved Request for Exclusion Form. To be valid, the Request for Exclusion Form must (a) be completely filled out in writing; (b) identify the case name *Doe v. Roblox*, No. 3:21-cv-03943-WHO (N.D. Cal.); (c) state the full legal name and current residential address of the person in the Settlement Class seeking exclusion; (d) identify their Roblox account username for the account that experienced removal of moderated items; (e) contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Doe v. Roblox*, No. 3:21-cv-03943-WHO (N.D. Cal.)”; (f) contain the hand signature of the person(s) seeking exclusion; and (g) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline.

A request for exclusion that is not submitted on the approved form, does not include all of the foregoing information, that is sent to an address other than that designated in the Notice, or that is not postmarked or delivered to the Settlement Administrator within the time specified, shall be invalid. You may not request to be excluded from the Settlement Class through “mass” or “class” opt-outs or bulk mailing of requests, meaning that each individual who seeks to be excluded must submit an individual request for exclusion form separate from any other individual’s request to ensure the request manifests the individual’s considered, personal decision.

Click [here](#) to download or submit a request for exclusion form, or go to [URL].

16. What if I do not exclude myself from the Settlement?

If you do not exclude yourself from the Settlement, you will receive the benefits of the Settlement described above and will give up any right to sue Roblox for the claims being resolved by this Settlement. If you have a pending case against Roblox, please speak with your attorney immediately about this Settlement.

17. Will I get Robux Credit or Cash if I exclude myself from the Settlement?

No. If you exclude yourself, you will not receive Robux credit or cash, and you should not submit a Cash Claim Form to ask for a payment. If you attempt to both exclude yourself from the Settlement and receive a payment from the Settlement, your request for exclusion will be given priority and you will not receive a payment.

OBJECTING TO OR COMMENTING ON THE SETTLEMENT

18. How do I object or comment on the Settlement or the request for attorneys’ fees, costs, expenses, and service award?

You can comment on, or object to, the Settlement, Class Counsel’s request for attorney’s fees, costs and expenses, and/or the request for a service award for the Class Representative.

You can ask the Court to deny approval of the Settlement. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no payments will be made now, and the litigation will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing. If you file a written objection before the deadline, you may, but don't have to, appear at the Final Approval Hearing. If you want to appear, you can do so yourself or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections must contain the following:

- The name and case number of this lawsuit (*Doe v. Roblox Corporation*, No. 3:21-CV-03943-WHO (N.D. Cal.));
- Your full legal name, mailing address, email address, telephone number, and Roblox account user name;
- If you use a different email address or telephone number for your Roblox account, please also provide that information;
- An explanation of why you believe you are a Class Member;
- A statement that identifies whether you are objecting only on your own behalf, on behalf of a subsection of the Class, or on behalf of the Class as a whole;
- All reasons for your objection or comment, including all citations to legal authority and evidence supporting the objection;
- Whether you intend to personally appear and/or testify at the Final Approval Hearing (either personally or through counsel), and what witnesses you will ask to speak;
- The name and contact information of any and all attorneys representing, advising, and/or assisting you, including any counsel who may be entitled to compensation for any reason related to your objection or comment, who must file an appearance with the Court in accordance with the Local Rules; and
- Your handwritten or electronically imaged signature. An attorney's signature, or typed signature, is not sufficient.

To be considered by the Court, your comment or objection must be received by the Court either by mailing it to the Class Action Clerk, United States District Court for the Northern District of California, Phillip Burton Federal Building & U.S. Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, or by filing it in person at any location of the United States District Court for the Northern District of California. **To be considered, your comment or objection must be filed or postmarked on or before the [objection deadline]**

19. What is the difference between objecting and excluding myself from the Class?

Objecting means that you disagree with some aspect of the Settlement and think the Court should not approve the Settlement. An objection, or a comment, allows your views to be heard in court. You can object only if you stay in the Class.

Excluding yourself from the Class means that you are no longer a Class Member and do not want the Settlement to apply to you. If you exclude yourself, you lose any right to receive any payments or benefits from the Settlement or to object to the Settlement because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

20. When and where will the Court decide whether to approve the Settlement?

The Court is scheduled to hold the Final Approval Hearing on , 2023 at in Courtroom 2 of the United States Courthouse, 450 Golden Gate Ave., 17th Floor, San Francisco, CA. The hearing may be rescheduled to a different date or time or location without another notice to Class Members. The date, time and location of the hearing may be subject to change, as may the manner in which Class Members might appear at the hearing. Please review the Settlement Website for any updated information regarding the final hearing.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court may listen to people who appear at the hearing and who have provided notice of their intent to appear at the hearing. The Court may also consider Class Counsel's application for attorney's fees, costs and expenses and for service awards to the Class Representative.

21. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you submit a written objection or comment, you do not have to come to the Court to talk about it. As long as you submit your written objection or comment on time, and follow the requirements above, the Court will consider it. You may also pay your own attorney to attend, but it is not required.

22. May I speak at the Final Approval Hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. At the hearing, the Court may hear any objections and arguments concerning the fairness of the Settlement and/or Class Counsel's request for attorneys' fees, costs, expenses, and a service award.

To do so, you must include in your objection or comment a statement saying that it is your "Notice of Intent to Appear in *Doe v. Roblox Corporation*, Case No. 3:21-cv-03943-WHO." It must include your name, address, email, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your submission and notice of intent to appear must be filed with the Court and be received no later than [objection deadline].

You cannot speak at the hearing if you exclude yourself from the Class.

GETTING MORE INFORMATION**23. How do I get more information?**

This notice summarizes the proposed Settlement. More details are in the Stipulation of Class Action Settlement, in the Court's orders, and other relevant documents, which are available online at [www.\[website\].com](http://www.[website].com).

You can also get information about this case by accessing the Court docket, for a fee, through the Court's Public Access to Court Electronic (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, San Francisco Courthouse, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

You may also contact Class Counsel at the Edelson firm at (866) 354-3015.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

All questions regarding the Settlement or claims process should be directed to the Settlement Administrator or to Class Counsel.

BY ORDER OF THE UNITED STATES
DISTRICT COURT FOR THE NORTHERN
DISTRICT OF CALIFORNIA

EXHIBIT D

LIST OF EXCLUDED ROBLOX ACCOUNTS BY USER ID

272079	37403785	84608682	234139558	476745725	906748656	1672300782
380557	37652173	85327630	248865455	476944896	920190487	1683831152
839213	38477040	88228901	251113386	489480520	936438001	1687537912
1088461	38482873	89117302	262512563	490353692	970873435	1689635882
1099580	40831051	89221450	268447516	494612824	982030650	1696707372
1690501	40839103	91088265	276451977	494827357	1004751049	1711817663
2360432	41658601	92905783	277677743	500700481	1008822726	1743497122
2600228	42006191	93604390	284866209	503729955	1012440450	1757243995
2820112	42715962	95773772	291377849	505344081	1057414852	1782733929
4996293	43777202	97388870	293234843	509243695	1060145711	1828159686
6005297	44391178	98280246	295249150	519255016	1133007878	1831936461
6242970	44409082	98696976	295619710	523485789	1134299769	1831936986
6310274	44868050	103095712	311121756	527793983	1138827208	1834409282
6835627	47791115	103536870	312028889	538202368	1139330387	1843876910
7250440	48248652	105029115	312490382	539243979	1154852185	1849713540
7737780	49144615	105618102	317132869	557088319	1180552983	1857834668
8186640	51607144	105712382	317160627	562687350	1184283725	1859625751
8358628	51774904	106537116	329111153	564582787	1201408256	1889251968
8405402	55823094	106771500	343433200	582749167	1201430095	1890833614
8444813	59731226	111210113	345194901	588319832	1201430096	1893391812
9257852	60292137	118820198	345195605	617455799	1201430482	1894661476
9486557	62863313	127327358	346452016	641116253	1201430498	1896395237
10014758	64760318	132542246	346475255	642788890	1201457704	1898812910
10837703	66515354	136626768	347416551	642798060	1201459551	1907978483
13484762	67045400	138579882	350529871	642798540	1201459697	1909366592
14551197	68013538	143718347	359612999	668328180	1201461216	1909776046
19297941	68303290	148378203	366591273	674726618	1211389450	1923420775
19802951	69567437	151691292	367120846	693027227	1263150551	1928072430
23260487	69820279	152560173	368725216	695616511	1263150613	1930970602
23791258	71560306	172078476	370112713	701496007	1265285058	1937819897
23941184	71647028	172445612	372930467	702873429	1265559610	1961128342
25028372	72573201	176102753	380254056	715144673	1277836322	1981211057
25494340	73299355	178883464	381236605	728753185	1317123483	2001573928
27408466	73901362	178928449	389841241	730377824	1356184026	2054507947
28774416	74311256	191360674	410753474	741792746	1359472097	2237832723
29894509	75343993	193104091	415042421	748710610	1391549465	2261917651
29956784	75621160	194115123	420439928	777612985	1453532896	2375977718
31553666	76276344	195217039	423158348	807999202	1455774362	2377511180
32116151	77357962	196402103	432836478	819099176	1516496245	2394832433
32839980	78190698	197950026	442953774	820995336	1587498987	2402120823
33957176	79944458	210626566	446754781	843235549	1609961580	2666736468
34294863	82079995	213347830	451049939	845322369	1645307202	
35154995	82821907	220200763	462321471	850524421	1653265079	
35895253	82904392	226937961	473521698	861289149	1662292547	
36496396	83855370	232946009	473880192	879653539	1664073014	