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14 *Attorneys for Plaintiff and the Settlement Class*

15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA
17 SAN FRANCISCO DIVISION

18 JANE DOE,

19 Plaintiff,

20 v.

21 ROBLOX CORPORATION,

22 Defendant.
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CASE NO.: 3:21-cv-03943-WHO

DECLARATION OF YAMAN SALAHI IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF A CLASS ACTION SETTLEMENT

1 Pursuant to 28 U.S.C. § 1746, I declare and state as follows:

2 1. I am a Partner at Edelson PC, which represents Plaintiff in the above-captioned
3 matter. I make this declaration in support of Plaintiff's Motion for Preliminary Approval of Class
4 Action Settlement Agreement.

5 2. I have personal knowledge of the matters stated herein and, if called upon, I could
6 and would competently testify thereto.

7 3. Attached hereto as **Exhibit 1** is a true and accurate copy of the Class Action
8 Settlement Agreement, entitled "Class Action Settlement Agreement."

9 4. After Roblox answered the Amended Complaint, the parties began to lay the
10 groundwork for discovery. Plaintiff propounded requests for production of documents, Roblox
11 served responses and objections, and the parties met and conferred about those responses and
12 objections. In these preliminary discussions the parties recognized that there was a chance for an
13 early resolution of this case. To determine whether mediation was likely to be productive at all
14 before engaging in it, the parties exchanged essential details about the amount in controversy, the
15 class size, and the potential contours of a class settlement.

16 5. The parties' discussions proved fruitful: Over the course of several weeks the
17 parties were able to hammer out many of the principal deal points. For instance, the parties agreed
18 that Roblox users should get refunds where appropriate, that any settlement fund should be non-
19 reversionary, and that any notice program should include in-app notice. But several key points
20 were unresolved, including the size of the overall fund and certain other contested issues.

21 6. To help resolve these lingering differences, the parties retained the services of a
22 third-party neutral: Gregory Lindstrom, of the highly respected Phillips ADR firm. The presence
23 of an experienced mediator, such as Mediator Lindstrom, is the greatest evidence of arm's-length
24 negotiation here.

25 7. Mediator Lindstrom was instrumental in helping the parties resolve many of their
26 outstanding differences, but, reflective of the seriousness of these negotiations, the parties' first
27 day of mediated negotiations was almost unsuccessful. After Mediator Lindstrom successfully
28 urged counsel to return to the negotiations, the parties worked into the night to complete their

1 negotiations.

2 8. And even after the agreement on the key terms was reached, the parties continued
3 to negotiate over the course of the next several months to work out the final details of the
4 Settlement now before the Court, including the details of the Notice Plan to ensure that Settlement
5 Class Members will be fully apprised of their rights.

6 9. The proposed short-form notice is attached to the Settlement Agreement as Exhibit
7 B. The short-form Notice, which is what will be provided via e-mail and in-app inboxes, includes
8 a line suggesting that any minors who receive the notice consult with their parents about the notice
9 and Settlement. The parties also considered including snail mail in the Notice Plan, but
10 determined it was not possible because Roblox does not maintain mailing address information for
11 Class Members, and, even if it did, email and in-app notice should reach nearly all of the
12 Settlement Class, no additional Settlement Class Members would be reached via First Class Mail,
13 and the cost of distributing notice via First Class Mail would be prohibitive in light of any
14 marginal additional benefit such notice might provide.

15 10. Long-form notice will be available on the settlement website. The proposed long-
16 form notice is attached to the Settlement Agreement as Exhibit C. A visualization of the online
17 Cash Claim Form prepared by the proposed settlement administrator is attached to the Settlement
18 Agreement as Exhibit A.

19 11. To effectuate this Notice Plan, the parties have selected Simpluris Inc. as
20 Settlement Administrator. The parties solicited and received three bids for the role of settlement
21 administrator. The Simpluris proposal was the most cost-effective—Simpluris estimates that
22 administrative costs for this Settlement will total approximately \$350,000, which amount is to be
23 paid out of the Settlement Fund. Edelson PC has engaged Simpluris in eight other matters within
24 the past two years. An estimate of the administrative costs, from Simpluris, Inc., is attached
25 hereto as **Exhibit 2**.

26 12. Here, Roblox has represented, and informal discovery has confirmed, that the
27 Settlement Class includes approximately 8 million members, the vast majority of whom lost only a
28 handful of dollars due to Roblox's content-deletion scheme. Of the approximately 8 million

1 Settlement Class Members, Roblox has email contact information for approximately 7.9 million of
2 them, or about 98.75% of the Settlement Class.

3 13. Roblox disclosed, and informal discovery has confirmed, that members of the
4 proposed Settlement Class, in aggregate, lost 1,719,480,373 Robux (worth approximately \$21.5
5 million at Plaintiff's estimate of the market exchange rate, 1 Robux = \$0.0125) in connection with
6 items that were subsequently moderated/deleted by Roblox, and which have not previously been
7 refunded.

8 14. The Settlement also guarantees that an automatic refund program instituted by
9 Roblox in response to this litigation will continue for at least four more years for all Roblox users.
10 Under this program, Robux are automatically credited to a Roblox users account in full if virtual
11 items obtained by the user are subsequently moderated/deleted by Roblox. If the past four years
12 are any indication, this refund program stands to prevent losses of at least \$25 million in the next
13 four years. In addition to the lost Robux already at issue, in the short time it has been active, the
14 refund program has prevented the loss of more than half a million Robux.

15 15. Proposed Class Counsel have diligently investigated, prosecuted, and dedicated
16 substantial resources to the claims in this action and will continue to do so throughout its
17 pendency. Edelson PC's Firm Resume is attached hereto as **Exhibit 3**.

18 16. The Named Plaintiff here, through her father and next-of-friend, has participated
19 closely with Class Counsel in developing the case, responding to Roblox's motion to dismiss, and
20 in preliminary discovery, and also provided important feedback and insight to Class Counsel in
21 connection with the Settlement.

22 17. In my professional judgment, the proposed settlement is fair, reasonable, and
23 adequate, and in the best interests of the Class.

24 18. Attached as **Exhibit 4** is a visualization of the online Exclusion Form prepared by
25 the proposed settlement administrator.

26 I declare under penalty of perjury that the foregoing is true and correct.

27 Executed on March 28, 2023 at San Francisco, California.

28 /s/ Yaman Salahi

EXHIBIT 1

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18 *Attorneys for Defendant*

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

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

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

Hon. William H. Orrick

26 **CLASS ACTION SETTLEMENT**
AGREEMENT

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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
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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.
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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:

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

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.

28

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

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

12 **3.4. Robux Relief.**

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

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

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

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

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

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

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

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

15 **4. RELEASE**

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

20 **5. NOTICE TO THE CLASS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 **6. SETTLEMENT ADMINISTRATION**

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

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

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

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

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

1 Administrator or Class Counsel directly.

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

21 **7. CONFIRMATORY DISCOVERY**

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

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

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

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

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

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

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

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

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

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

8 **9. MONETARY AWARDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 **12. MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

1 Agreement.

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

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

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

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

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

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

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

1 Agreement.

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

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

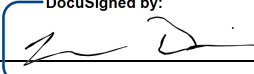
8 **12.16.** Where this Settlement Agreement requires notice to the Parties, such notice shall be
9 sent to the undersigned counsel: Yaman Salahi, EDELSON PC, 150 California St., 18th Floor, San
10 Francisco, CA 94111, ysalahi@edelson.com; Anthony Weibell, WILSON SONSINI GOODRICH &
11 ROSATI, 650 Page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

12 [SIGNATURES APPEAR ON FOLLOWING PAGE]
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JANE DOE

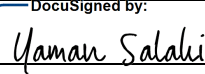
Dated: March 21, 2023

By (signature): 

Name (printed): John Dennis

EDELSON PC

Dated: March 21, 2023

By (signature): 

Name (printed): Yaman Salahi

Its (title): Partner, Settlement Class Counsel

ROBLOX CORPORATION

Dated: March 21, 2023

By (signature): 

Name (printed): Mark Reinstra

Its (title): General Counsel

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.

The screenshot shows a web form titled "Claim Login". It features two input fields: "Email Address" and "Unique Claim ID". Below the "Unique Claim ID" field is a button labeled "ADD ANOTHER UNIQUE CLAIM ID". At the bottom of the form is a prominent blue button labeled "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 *
TestFirst

Last Name *
TestLast

Address 1 *
Address 2

City *


States *

Zip Code *

Contact Phone


Email Address *
testemail@gmail.com

Payment Options




No bank account required ⓘ

USE PYPAL



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 *

Date *
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](#).

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](http://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](http://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 # [\[redacted\]](#) 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	

EXHIBIT 2



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104
www.simpluris.com

Estimate Number:	18005v3	Prepared By:	Kevin Lee
Estimate Date:	11/1/2022	Telephone Number (mobile):	503-828-6087
Estimate Expiration Date:	1/30/2023	Email:	klee@simpluris.com

<u>Plaintiff Contact</u>		<u>Defense Contact</u>	
Client:	Yaman Salahi	Attorney:	
Firm:	Edelson PC	Firm:	
Email:	ysalahi@edeslon.com	Email:	

Case Name: Doe v Roblox
No. 21-cv-3943 (ND Cal.)

Estimated Total Cost **\$349,420**

In addition to the assumptions enumerated below, this estimate assumes that:

- (1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate;
(3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Anticipated Total Class Size:	16,000,000	Undeliverable Rate:	16%
Estimated Duplicate Accounts:	49%	Call Rate:	2%
1 Roblox =	\$0.0125	Claims Rate:	35%
145 Roblox Average Loss =	\$1.81	Opt Out Rate:	0.05%
% Class Lost <100 Roblox (\$1.25)	80%	State(s):	National
% Class Lost 100-1000 Roblox (\$1.25-\$12.50)	10%	Tax Years:	2022, 2023
% Class Lost >1000 Roblox (\$12.50+)	10%	Length of Administration:	12 Months
# Class Refunds Only (<\$10)	7,860,000	GSF:	\$10-12M
# Class Eligible For Cash Payments (>\$10)	40,000		

Case Setup

Data Capture Website: Site for Hosting Case Documents, FAQ, Claim Form, RTCV, Estimator, Exclusion List and Digital Award Payments			
Data Compilation: IDA, Deduplication & Develop Case Specific Response Tracking			
Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	36	\$4,500.00
Data Capture Website w/ RTCV	\$5,000.00	1	\$5,000.00
Custom Website Development	\$175.00	48	\$8,400.00
Website Monthly Maintenance	\$225.00	12 Months	\$2,700.00
Notice & Website Translation (Spanish)	\$0.35	8,500	\$2,975.00
Database Manager - Initial Data Analysis & Standardization	\$140.00	52	\$7,280.00
Total			\$30,855.00

Notice

Roblox Handling In-App Notice - Simpluris Email Initial Notice to 100%, Skip-Trace Undeliverable Emails for New Emails - No Physical Notice Mailing			
Reminder email at 30 days prior to claims deadline			
Category	Unit Value	# of Units	Total
CAFA Notice	\$3,000.00	1	\$3,000.00
Establish Email Notice Campaign (Initial, Re-Email + 2 Reminders)	\$500.00	4	\$2,000.00
Initial Email Address Validation & Notice	\$0.01	7,900,000	\$79,000.00
Undeliverable Email Processing and Skip Trace	\$0.065	1,264,000	\$82,160.00
Re Email (assuming 85% skip trace success)	\$0.01	1,074,400	\$10,744.00
Reminder Email #1 (30 days for only >\$10)	\$0.02	40,000	\$800.00
IT Associate	\$125.00	26	\$3,250.00
IT Manager	\$195.00	13	\$2,535.00
Total			\$183,489.00

Inbound Contact Center

Establish Case-Specific Toll Free Number, IVR & No Live Agents			
Category	Unit Value	# of Units	Total
IVR Call Center Setup (Per Language)	\$500.00	2	\$1,000.00
IVR Monthly Maintenance	\$250.00	12	\$3,000.00
800 # Charges	\$0.10	486,000	\$48,600.00
Total			\$52,600.00

Administration

70% Web Claims - 30% Paper Claims			
Category	Unit Value	# of Units	Total
Database Manager	\$140.00	24	\$3,360.00
Web Claim Processing (@ 70%)	\$0.85	9,800	\$8,330.00
Physical Claims Processing (@ 30%)	\$2.30	4,200	\$9,660.00
Affirmed Claims Processing & Deficiency Cure Attempt	\$0.77	980	\$754.60
Project Manager	\$125.00	33	\$4,125.00
Opt-out Processing	\$2.65	4,050	\$10,732.50
Weekly Reporting to Counsel	WAIVED	1	\$0.00
Total			\$36,962.10

Distribution

Establish 26 CFR § 1.468B-1 Compliant Qualified Settlement Fund			
Disbursements, File Reports with Appropriate Federal & State Taxing Authorities			
Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	48	\$6,720.00
Disbursement Manager - Data Validation	\$100.00	24	\$2,400.00
Setup Banking Account/QSF	\$750.00	1	\$750.00
QSF Monthly Maintenance	\$250.00	12	\$3,000.00
Prepare Defendant Refund Payment File	\$0.001	8,086,000	\$8,086.00
Pre-Distro Digital Disbursement Email	\$0.05	14,000	\$700.00
Digital Payments (PayPal, Venmo, Zelle, ACH & eMastercard)	\$0.45	12,600	\$5,670.00
Print/Mail Check	\$0.75	1,400	\$1,050.00
Postage	\$0.59	1,400	\$826.00
Process Returned Checks & Skip Trace	\$0.75	70	\$52.50
Remail Checks (Includes Postage)	\$1.50	60	\$89.25
QSF Reporting and Final Declaration	\$500.00	1	\$500.00
QSF Annual Tax Reporting and Reconciliation	\$1,500.00	2	\$3,000.00
Distribution Manager	\$125.00	18	\$2,250.00
Total			\$35,093.75

Case Wrap Up

Send Final Reports to Counsel & Close Out Case			
Category	Unit Value	# of Units	Total
Data Manager - Final Reporting	\$140.00	28	\$3,920.00
Clerical Misc	\$50.00	45	\$2,250.00
Project Manager - Wrap-up	\$125.00	34	\$4,250.00
Total			\$10,420.00

Postage: \$826.00

Total Case Cost:

\$349,419.85

EXHIBIT 3



March 2023



Inside the Firm

We are a nationally recognized leader in high-stakes plaintiffs' work, ranging from class and mass actions, to public client investigations and prosecutions.

[edelson.com](https://www.edelson.com)



“National reputation as a maverick in [its]
commitment to pursuing big-ticket . . .
cases.”

—Law360

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Who We Are

EDELSON PC is a law firm concentrating on high stakes plaintiff's work ranging from class and mass actions to public client investigations and prosecutions. The cases we have litigated—as either lead counsel or as part of a broader leadership structure—have resulted in settlements and verdicts totaling over \$45 billion.

- ▶ We hold records for the largest jury verdict in a privacy case (\$925m), the largest consumer privacy settlement (\$650m), and the largest TCPA settlement (\$76m). We also secured one of the most important consumer privacy decisions in the U.S. Supreme Court (*Robins v. Spokeo*). Our class actions, brought against the national banks in the wake of the housing collapse, restored over \$5 billion in home equity credit lines. We served as counsel to a member of the 11-person Tort Claimant's Committee in the PG&E Bankruptcy, resulting in a historic \$13.5 billion settlement. We are the only firm to have established that online apps can constitute illegal gambling under state law, resulting in settlements that are collectively worth \$651 million. We are co-lead counsel in the NCAA personal injury concussion cases, leading an MDL involving over 300 class action lawsuits. And we are representing, or have represented, regulators in cases involving the deceptive marketing of opioids, environmental cases, privacy cases against Facebook, Uber, Google and others, cases related to the marketing of e-cigarettes to children, and cases asserting claims that energy companies and for-profit hospitals abused the public trust.
- ▶ We have testified before the United States Senate and state legislative and regulatory bodies on class action and consumer protection issues, cybersecurity and privacy (including election security, children's privacy and surreptitious geotracking), sex abuse in children's sports, and gambling, and have repeatedly been asked to work on federal, state, and municipal legislation involving a broad range of issues. We speak regularly at seminars on consumer protection and class action issues, and routinely lecture at law schools and other graduate programs.
- ▶ We have a "one-of-a-kind" investigation team that sets us apart from others in the plaintiff's bar. Our dedicated "internal lab of computer forensic engineers and tech-savvy lawyers" investigate issues related to "fraudulent software and hardware, undisclosed tracking of online consumer activity and illegal data retention," among numerous other technology related issues facing consumers. Cybersecurity & Privacy Practice Group of the Year, Law360 (January 2019).

-
- ▶ Instead of chasing the headlines, our case development team is leading the country in both identifying emerging privacy and technology issues, as well as crafting novel legal theories to match. Some examples of their groundbreaking accomplishments include: demonstrating that Microsoft and Apple were continuing to collect certain geolocation data even after consumers turned “location services” to “off”; filing multiple suits revealing mobile apps that “listen” through phone microphones without consent; filing a lawsuit stemming from personal data collection practices of an intimate IoT device; and filing suit against a data analytics company alleging that it had surreptitiously installed tracking software on consumer computers.

As the Hollywood Reporter explained, we are “accustomed to big cases that have lasting legacy.”

In the News

The firm and our attorneys regularly get recognized for our groundbreaking work. We have been named by Law360 as a Consumer Protection Group of the Year (2016, 2017, 2019, 2020), a Class Action Group of the Year (2019), a Plaintiff's Class Action Powerhouse (2017, 2018, 2019), a Cybersecurity and Privacy Group of the Year (2017, 2018, 2019, 2020), a "Privacy Litigation Heavyweight," a "Cybersecurity Trailblazer" by The National Law Journal (2016) and won sole recognition in 2019 as "Elite Trial Lawyers" in Gaming Law. The National Law Journal also recognized us as "Elite Trial Lawyers" in Consumer Protection (2020, 2021), Class Action (2021), Privacy/Data Breach (2020), Mass Torts (2020), and Sports, Entertainment and Media Law (2020). In 2019, we were recognized for the third consecutive year as an "Illinois Powerhouse," alongside Barack Ferrazzano, Winston & Strawn, Schiff Hardin and Mayer Brown; in each year, we were the only plaintiff's firm, and the only firm with fewer than one hundred lawyers, recognized. Edelson was a two time finalist (2021 and 2022) and one-time winner of the Diversity Initiative Award (2021) by The National Law Journal, given to the plaintiffs firm demonstrating a concerted and successful effort to promote diversity within its organization and the profession at large.

- ▶ Our founder has been recognized as a "Titan of the Plaintiff's Bar" by Law360, one of "America's top trial lawyers" in the mass action arena, a LawDragon 2020 Leading Plaintiff Financial Lawyer, a the top "Class Action and Mass Tort Plaintiff's" Lawyer in Illinois by Leading Lawyers, and one of "Chicago's Top Ten Startup Founders Over Age 45" by Tech.co—the only law firm founder to win such an award. Our Global Managing Partner was recognized as a top 100 lawyer in California by California Daily Journal (2020, 2021).
- ▶ We have also been recognized by courts for our approach to litigation, which led the then-Chief Judge of the United States Court for the Northern District of Illinois to praise our work as "consistent with the highest standards of the profession" and "a model of what the profession should be. . . ." *In re Kentucky Fried Chicken Coupon Mktg. & Sales Practices Litig.*, No. 09-cv-7670, MDL 2103 (N.D. Ill. Nov. 30, 2011). Likewise, in appointing our firm interim co-lead in one of the most high-profile banking cases in the country, a federal court pointed to our ability to be "vigorous advocates, constructive problem-solvers, and civil with their adversaries." *In Re JPMorgan Chase Home Equity Line of Credit Litig.*, No. 10-cv-3647 (N.D. Ill. July 16, 2010).

Our Practice

General Mass/Class Tort Litigation

We currently represent, among others, labor unions seeking to recover losses arising out of the opioid crisis, classes of student athletes suffering from the long-term effects of concussive and sub-concussive injuries, hundreds of families suffering the ill-effects of air and water contamination in their communities, and individuals damaged by the “Camp Fire” in Northern California.

Representative cases and settlements include:

- ▶ Representing over 1,000 victims of the Northern California “Camp Fire,” allegedly caused by utility company Pacific Gas & Electric. Served as counsel to a member of the 11-person Tort Claimants' Committee in the PG&E Bankruptcy, resulting in a historic \$13.5 billion settlement.
- ▶ Representing hundreds of victims of Oregon's 2020 "Beachie Creek" and "Holiday Farm" fires, allegedly caused by local utility companies. The Beachie Creek and Holiday Farm fires together burned approximately 400,000 acres, destroyed more than 2,000 structures, and took the lives of at least six individuals.
- ▶ *In re Nat'l Collegiate Athletic Ass'n Single School/Single Sport Concussion Litig.*, No. 16-cv-8727, MDL No. 2492 (N.D. Ill.): Appointed co-lead counsel in MDL against the NCAA, its conferences, and member institutions alleging personal injury claims on behalf of college football players resulting from repeated concussive and sub-concussive hits.
- ▶ Representing numerous labor unions and health and welfare funds seeking to recover losses arising out of the opioid crisis. See, e.g., *Illinois Public Risk Fund v. Purdue Pharma L.P., et al.*, No. 2019-CH-05847 (Cir. Ct. Cook Cty., Ill.); *Int'l Union of Operating Eng'rs, Local 150, et al. v. Purdue Pharma L.P., et al.*, No. 2019-CH-01548 (Cir. Ct. Cook Cty., Ill.); *Village of Addison et al. v. Actavis LLC et al.*, No. 2020-CH-05181 (Cir. Ct. Cook Cty., Ill.).

Environmental Litigation

We represent hundreds of families harmed by the damaging effects of ethylene oxide exposure in their communities, consumers and businesses whose local water supply was contaminated by a known toxic chemical, and property owners impacted by the flightpath of Navy fighter planes.

Representative cases and settlements include:

- ▶ Representing three state Attorneys General in their investigations into contamination and exposure issues resulting from a “forever chemical” commonly referred to as PFAS.
- ▶ Representing a state Attorney General in investigating and potentially litigating matters related to the problematic use of a pesticide used in homes, on agricultural crops, lawns, and gardens, and as a fumigating agent—that is now known to have contaminated soil and groundwater.
- ▶ Representing hundreds of individuals around the country that are suffering the ill-effects of ethylene oxide exposure—a gas commonly used in medical sterilization processes. We have brought over 100 personal injury and wrongful death cases against EtO emitters across the country, as well as numerous medical monitoring class actions. *Brincks et al. v. Medline Indus., Inc., et al.*, No. 2020-L-008754 (Cir. Ct. Cook Cty., Ill.); *Leslie v. Steris Isomedix Operations, Inc., et al.*, No. 20-cv-01654 (N.D. Ill.); *Jackson v. 3M Company, et al.*, No. 19-cv-00522 (D.S.C.).
- ▶ Representing hundreds of individuals who have been exposed through their own drinking water and otherwise to PFAS and related “forever chemicals” used in various applications. This exposure has allegedly led to serious health issues, including cancer, as well as the devaluation of private property due to, among other things, the destruction of the water supply. In conjunction with our work in this space, we have been appointed to the Plaintiff's Executive Committee in *In re: Aqueous Film-Forming Foams (AFFF) Prods. Liability Litig.*, 18-mn-2873-RMG, MDL No. 2873 (D.S.C.).
- ▶ Representing property owners on Whidbey Island, Washington, whose homes sit directly in the flightpath of dozens of Navy fighter planes. The Navy is alleged to have significantly increased the number of these planes at the bases at issue, as well as the frequency of their flights, to the detriment of our clients' privacy and properties. *Pickard v. USA*, No. 19-1928L (Ct. Fed. Claims); *Newkirk v. USA*, No. 20-628L (Ct. Fed. Claims).
- ▶ Our team has been designated as Panel Members on a State Attorney General's Environmental Counsel Panel.

Banking, Lending, and Finance Litigation

We were at the forefront of litigation arising from the aftermath of the federal bailouts of the banks. Our suits included claims that certain banks unlawfully suspended home credit lines based on pretextual reasons, and that certain banks failed to honor loan modification programs. We achieved the first federal appellate decision in the country recognizing the right of borrowers to enforce HAMP plans under state law. The court noted that “[p]rompt resolution of this matter is necessary not only for the good of the litigants but for the good of the Country.” *Wigod v. Wells Fargo Bank, N.A.*, 673 F.3d 547, 586 (7th Cir. 2012) (Ripple, J., concurring). Our settlements restored billions of dollars in home credit lines to people throughout the country.

Representative cases and settlements include:

- ▶ *In re JP Morgan Chase Bank Home Equity Line of Credit Litig.*, No. 10-cv-3647 (N.D. Ill.): Co-lead counsel in nationwide putative class action alleging illegal suspensions of home credit lines. Settlement restored between \$3.2 billion and \$4.7 billion in credit to the class.
- ▶ *Hamilton v. Wells Fargo Bank, N.A.*, No. 09-cv-04152-CW (N.D. Cal.): Lead counsel in class actions challenging Wells Fargo’s suspensions of home equity lines of credit. Nationwide settlement restored access to over \$1 billion in credit and provides industry leading service enhancements and injunctive relief.
- ▶ *In re Citibank HELOC Reduction Litig.*, No. 09-cv-0350-MMC (N.D. Cal.): Lead counsel in class actions challenging Citibank’s suspensions of home equity lines of credit. The settlement restored up to \$653 million worth of credit to affected borrowers.
- ▶ *Wigod v. Wells Fargo*, No. 10-cv-2348 (N.D. Ill.): Obtained first appellate decision in the country recognizing the right of private litigants to sue to enforce HAMP plans. Settlement provided class members with permanent loan modifications and substantial cash payments.

Privacy and Data Security

The New York Times has explained that our “cases read like a time capsule of the last decade, charting how computers have been steadfastly logging data about our searches, our friends, our bodies.” Courts have described our attorneys as “pioneers in the electronic privacy class action field, having litigated some of the largest consumer class actions in the country on this issue.” See *In re Facebook Privacy Litig.*, No. 10-cv-02389 (N.D. Cal. Dec. 10, 2010) (order appointing us interim co-lead of privacy class action); see also *In re Netflix Privacy Litig.*, No. 11-cv-00379 (N.D. Cal. Aug. 12, 2011) (appointing us sole lead counsel due, in part, to our “significant and particularly specialized expertise in electronic privacy litigation and class actions”). In *Barnes v. Aрызta*, No. 17-cv-7358 (N.D. Ill. Jan. 22, 2019), the court endorsed an expert opinion finding that we “should ‘be counted among the elite of the profession generally and [in privacy litigation] specifically’ because of [our] expertise in the area.”

Representative cases and settlements include:

- ▶ *In re Facebook Biometric Privacy Litig.*, No. 15-cv-03747 (N.D. Cal.): Filed the first of its kind class action against Facebook under the Illinois Biometric Information Privacy Act, alleging Facebook collected facial recognition data from its users without authorization. Appointed Class Counsel in securing adversarial certification of class of Illinois Facebook users. Case settled on the eve of trial for a record breaking \$650 million.
- ▶ *Wakefield v. Visalus*, No. 15-cv-01857 (D. Ore. Apr. 12, 2019): Lead counsel in class action alleging that defendant violated federal law by making unsolicited telemarketing calls. Obtained jury verdict and judgment equating to more than \$925 million in damages to the class.

Privacy and Data Security

- ▶ *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540 (2016): Lead counsel in the landmark case affirming the ability of plaintiffs to bring statutory claims for relief in federal court. The United States Supreme Court rejected the argument that individuals must allege “real world” harm to have standing to sue in federal court; instead the court recognized that “intangible” harms and even the “risk of future harm” can establish “standing.” Commentators have called *Spokeo* the most significant consumer privacy case in recent years.
- ▶ *Birchmeier v. Caribbean Cruise Line, Inc., et al.*, No. 12-cv-4069 (N.D. Ill.): Co-lead counsel in class action alleging that defendant violated federal law by making unsolicited telemarketing calls. On the eve of trial, the case resulted in the largest Telephone Consumer Protection settlement to date, totaling \$76 million.
- ▶ *Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946 (9th Cir. 2009): Won first ever federal decision finding that text messages constituted “calls” under the TCPA. In total, we have secured text message settlements worth over \$100 million.
- ▶ *Kusinski v. ADP LLC*, No. 2017-CH-12364 (Cir. Ct. Cook Cty. Ill.): Secured key victories establishing the liability of time clock vendors under the Illinois Biometric Information Privacy Act and the largest-ever BIPA settlement in the employment context with a time clock vendor for \$25 million.
- ▶ *Dunstan v. comScore, Inc.*, No. 11-cv-5807 (N.D. Ill.): Lead counsel in certified class action accusing Internet analytics company of improper data collection practices. The case settled for \$14 million.
- ▶ *Doe v. Ann & Robert H. Lurie Children’s Hosp. of Chi.*, No. 2020-CH-04123 (Cir. Ct. Cook Cty., Ill.): Lead counsel in a class action alleging breach of contract, breach of confidentiality, negligent supervision, and other claims against Lurie Children’s Hospital after employees allegedly accessed medical records without permission.

Privacy and Data Security

- ▶ *American Civil Liberties Union et al. v. Clearview AI, Inc.*, No. 2020-CH-04353 (Cir. Ct. Cook Cty., Ill.): Representing the American Civil Liberties Union in lawsuit against Clearview AI for violating the Illinois Biometric Information Privacy Act through its collection and storage of Illinois residents' faceprints.
- ▶ *Consumer Watchdog v. Zoom Video Commc'ns, Inc.*, No. 20-cv-02526 (D.D.C): Representing advocacy group Consumer Watchdog in its lawsuit against Zoom Video Communications Inc, alleging the company falsely promised to protect communications through end-to-end encryption.
- ▶ *Mocek v. AllSaints USA Ltd.*, No. 2016-CH-10056 (Cir. Ct. Cook Cty, Ill.): Lead counsel in a class action alleging the clothing company AllSaints violated federal law by revealing consumer credit card numbers and expiration dates. Case settled for \$8 million with class members receiving about \$300 each.
- ▶ *Resnick v. Avmed*, No. 10-cv-24513 (S.D. Fla.): Lead counsel in data breach case filed against a health insurance company. Obtained landmark appellate decision endorsing common law unjust enrichment theory, irrespective of whether identity theft occurred. Case also resulted in the first class action settlement in the country to provide data breach victims with monetary payments irrespective of whether they suffered identity theft.
- ▶ *N.P. v. Standard Innovation (US), Corp.*, No. 1:16-cv-08655 (N.D. Ill.): Brought and resolved first ever IoT privacy class action against adult-toy manufacturer accused of collecting and recording highly intimate and sensitive personal use data. Case resolved for \$3.75 million.
- ▶ *Halaburda v. Bauer Publ'g Co.*, No. 12-cv-12831 (E.D. Mich.); *Grenke v. Hearst Commc'ns, Inc.*, No. 12-cv-14221 (E.D. Mich.); *Fox v. Time, Inc.*, No. 12-cv-14390 (E.D. Mich.): Lead counsel in consolidated actions brought under Michigan's Preservation of Personal Privacy Act, alleging unlawful disclosure of subscribers' personal information to data miners. In a ground-breaking decision, the court denied three motions to dismiss finding that the magazine publishers were covered by the act and that the illegal sale of personal information triggers an automatic \$5,000 award to each aggrieved consumer. Secured a \$30 million in cash settlement and industry-changing injunctive relief.

General Consumer Matters

We have represented plaintiffs in consumer fraud cases in courts nationwide against companies alleged to have been peddling fraudulent software, engaging in online gambling businesses in violation of state law, selling defective products, or engaging in otherwise unlawful conduct.

Representative cases and settlements include:

- ▶ Having secured a watershed Ninth Circuit victory for consumers in *Kater v. Churchill Downs Inc.*, 886 F.3d 784 (9th Cir. 2018), we are now pursuing consumer claims against more than a dozen gambling companies for allegedly profiting off of illegal internet casinos. Settlements in several of these cases total \$651 million.
- ▶ Prosecuted over 100 cases alleging that unauthorized charges for mobile content were placed on consumer cell phone bills. Cases collectively settled for over \$100 million. See, e.g., *McFerren v. AT&T Mobility LLC*, No. 08-cv-151322 (Sup. Ct. Fulton Cty., Ga.); *Paluzzi et al. v. mBlox, Inc., et al.*, No. 2007-CH-37213, (Cir. Ct. Cook Cty., Ill.); *Williams et al. v. Motricity, Inc. et al.*, No. 2009-CH-19089 (Cir. Ct. Cook Cty., Ill.).
- ▶ *Edelson PC v. Christopher Bandas, et al.*, No. 1:16-cv-11057 (N.D. Ill.): Filed groundbreaking lawsuit seeking to hold professional objectors and their law firms responsible for, among other things, alleged practice of objecting to class action settlements in order to extort payments for themselves, and the unauthorized practice of law. After several years of litigation and discovery, secured first of its kind permanent injunction against the objector and his law firm, which, inter alia, barred them from practicing in Illinois or asserting objections to class action settlements in any jurisdiction absent meeting certain criteria.
- ▶ Brought numerous cases alleging that defendants deceptively designed and marketed computer repair software. Cases collectively settled for over \$45 million. *Beaton v. SpeedyPC Software*, 907 F.3d 1018 (7th Cir. 2018).

General Consumer Matters

- ▶ *McCormick, et al. v. Adtalem Glob. Educ., Inc., et al.*, No. 2018-CH-04872 (Cir. Ct. Cook Cty., Ill): After students at one of the country's largest for-profit colleges, DeVry University, successfully advanced their claims that the school allegedly induced them to enroll and charged a premium based on inflated job placement statistics, the parties agreed to a \$45 million settlement—the largest private settlement DeVry has entered into regarding the claims.
- ▶ *1050 W. Columbia Condo. Ass'n v. CSC ServiceWorks, Inc.*, No. 2019-CH-07319 (Cir. Ct. Cook Cty., Ill): Representing a class of landlords in securing a multifaceted settlement—including a cash component of up to \$30 million—with a laundry service provider over claims that the provider charged fees that were allegedly not permitted in the parties' contracts. The settlement's unique structure allows class members to choose repayment in the near term, or to lock in more favorable rates for the next decade.
- ▶ *Dickey v. Advanced Micro Devices, Inc.*, No. 15-cv-4922 (N.D. Cal.): Lead counsel in a complex consumer class action alleging AMD falsely advertised computer chips to consumers as “eight-core” processors that were, in reality, disguised four-core processors. The case settled for \$12.1 million.
- ▶ *Barrett v. RC2 Corp.*, No. 2007 CH 20924 (Cir. Ct. Cook Cty., Ill.): Co-lead counsel in lead paint recall case involving Thomas the Tank toy trains. Settlement was valued at over \$30 million and provided class with full cash refunds and reimbursement of certain costs related to blood testing.
- ▶ *In re Pet Food Prods. Liability Litig.*, No. 07-cv-2867 (D.N.J.): Part of mediation team in class action involving largest pet food recall in United States history. Settlement provided \$24 million common fund and \$8 million in charge backs.



Prior to entering academia, I was a lawyer at the national office of the American Civil Liberties Union (ACLU) for nearly a decade, during which time I pursued civil rights campaigns on behalf of minority groups. Based on that experience, it strikes me that what Class Counsel have pursued here is closer in form to a civil rights litigation campaign than it is to a series of discrete class action settlements. Class Counsel saw an injustice – a thinly disguised form of gambling preying on those most vulnerable to addictive gambling – and they sought to fix it. Their goal was not to win a case but to reform an entire industry, much like a civil rights campaign might aim to reform a particular type of discriminatory practice across an entire employment sector. To accomplish this end, Class Counsel went far beyond what lawyers pursuing a simple class action case would normally do. Class Counsel pursued multiple cases. Class Counsel pursued multiple defendants. Class Counsel filed actions in multiple forums. Class Counsel tested various state laws. Class Counsel built websites to help app users avoid forced arbitration clauses, lobbied legislators and regulators, and took their efforts to the media. When Class Counsel lost, they did not give up, but changed tactics or forums and kept going. And they did all of this with their own funds, risking millions of dollars of their own money to end this practice. What they have achieved so far, with these initial settlements, is an astounding accomplishment that begins to chip away at the pernicious underlying social casinos.

-William B. Rubenstein, Bruce Bromley Professor of Law at Harvard Law School and sole author of the Newberg on Class Actions (5th Edition).

Insurance Matters

We have successfully represented individuals and companies in a multitude of insurance related actions, including dozens of businesses whose business interruption insurance claims were denied by various insurers in the wake of the COVID-19 crisis. We successfully prosecuted and settled multi-million dollar suits against J.C. Penney Life Insurance for allegedly illegally denying life insurance benefits under an unenforceable policy exclusion and against a Wisconsin insurance company for terminating the health insurance policies of groups of self-insureds.

Representative cases and settlements include:

- ▶ *Biscuit Cafe Inc. et al. v. Society Ins., Inc.*, No. 20-cv-02514 (N.D. Ill.); *America's Kids, LLC v. Zurich American Ins. Co.*, No. 20-cv-03520 (N.D. Ill.); *MAIA Salon Spa and Wellness Corp. et al. v. Sentinel Ins. Co., Ltd. et al.*, No. 20-cv-3805 (E.D.N.Y.); *Badger Crossing, Inc. v. Society Ins., Inc.*, No. 2020CV000957 (Cir. Ct. Dane Cty., WI); and *Sea Land Air Travel, Inc. v. Auto-Owners Inc. Co. et al.*, No. 20-005872-CB (Cir. Ct. Wayne Cty., MI): In one of the most prominent areas for class action litigation related to the COVID-19 pandemic, we were among the first to file class action lawsuits against the insurance industry to recover insurance benefits for business owners whose businesses were shuttered by the pandemic. We represent an array of small and family-owned businesses—including restaurants and eateries, movie theatres, salons, retail stores, healthcare providers, and travel agencies—in a labyrinthine legal dispute about whether commercial property insurance policies cover business income losses that occurred as a result of business interruptions related to the COVID-19 pandemic. With over 800 cases filed nationwide to date, we have played an active role in efforts to coordinate the work of plaintiffs' attorneys through the Insurance Law Section of the American Association for Justice (AAJ), including by leading various roundtables and workgroups as the State Co-Chairs for Illinois, Wisconsin, and Michigan of the Business Interruption Litigation Taskforce (BILT), a national collaborative of nearly 300 practitioners representing policyholders in insurance claims arising out of the COVID-19 pandemic.

Insurance Matters

- ▶ *Holloway v. J.C. Penney*, No. 97-cv-4555 (N.D. Ill.): One of the primary attorneys in a multi-state class action suit alleging that the defendant illegally denied life insurance benefits to the class. Case settled, resulting in a multi-million dollar cash award to the class.
- ▶ *Ramlow v. Family Health Plan*, 2000CV003886 (Wis. Cir. Ct.): Co-lead counsel in a class action suit challenging defendant's termination of health insurance to groups of self-insureds. The plaintiff won a temporary injunction, which was sustained on appeal, prohibiting such termination. Case eventually settled, ensuring that each class member would remain insured.

Public Client Litigation and Investigations

We have been retained as outside counsel by states, cities, and other regulators to handle investigations and litigation relating to environmental issues, the marketing of opioids and e-cigarettes, privacy issues, and general consumer fraud.

Representative cases and settlements include:

- ▶ *State of Idaho v. Purdue Pharma L.P., et al.*, No. CV01-19-10061 (Cir. Ct. Ada Cty., Idaho): Representing the State of Idaho, and nearly 50 other governmental entities— with a cumulative constituency of over three million Americans—in litigation against manufacturers and distributors of prescription opioids.
- ▶ *District of Columbia v. Juul Labs, Inc.*, No. 2019 CA 07795 B (D.C. Super. Ct.): Representing the District of Columbia in a suit against e-cigarette giant Juul Labs, Inc. for alleged predatory and deceptive marketing.
- ▶ *State of New Mexico, ex. rel. Hector Balderas v. Google, LLC*, No. 20-cv-00143 (D.N.M): Representing the State of New Mexico in a case against Google for violating the Children's Online Privacy Protection Act by collecting data from children under the age of 13 through its G-Suite for Education products and services.
- ▶ *District of Columbia v. Facebook, Inc.*, No. 2018 CA 8715 B (D.C. Super. Ct.) and *People of Illinois v. Facebook Inc., et al.*, No. 2018-CH-03868 (Cir. Ct. Cook Cty., Ill.): Representing the District of Columbia as well as the People of the State of Illinois (through the Cook County State's Attorney) in lawsuits against the world's largest social network, Facebook, and Cambridge Analytica—a London-based electioneering firm—for allegedly collecting (or allowing the collecting of) and misusing the private data of 50 million Facebook users.
- ▶ ComEd Bribery Litigation: Representing the Citizens Utility Board, the statutorily-designated representative of Illinois utility ratepayers, in pursuing Commonwealth Edison for its alleged role in a decade-long bribery scheme.

Public Client Litigation and Investigations

- ▶ *City of Cincinnati, et al. v. FirstEnergy, et al.*, No. 20CV007005 (Ohio C.P.): Representing Columbus and Cincinnati in litigation against First Energy over the largest political corruption scandal in Ohio's history. Obtained preliminary injunction, which prevented electric utilities from collecting more than \$1 billion of new fees from being collected from ratepayers
- ▶ *Village of Melrose Park v. Pipeline Health Sys. LLC, et al.*, No. 19-CH-03041 (Cir. Ct. Cook Cty., Ill.): Successfully represented the Village of Melrose Park in litigation arising from the closure of Westlake Hospital in what has been called "one of the most complicated hospital closure disputes in the state's history."
- ▶ *In re Marriott Int'l, Inc. Customer Data Security Breach Litig.*, 19-md-02879, MDL 2879 (D. Md.): Representing the City of Chicago in the ongoing Marriott data breach litigation.
- ▶ *In re Equifax, Inc., Customer Data Security Breach Litig.*, 17-md-02800 (N.D. Ga.): Successfully represented the City of Chicago in the Equifax data breach litigation, securing a landmark seven-figure settlement under Chicago's City-specific ordinance.
- ▶ *City of Chicago, et al. v. Uber Techs., Inc.*, No. 17-CH- 15594 (Cir. Ct. Cook Cty., Ill.): Representing both the City of Chicago and the People of the State of Illinois (through the Cook County State's Attorney) in a lawsuit against tech giant Uber Technologies, stemming from a 2016 data breach at the company and an alleged cover-up that followed.

General Commercial Litigation

Our attorneys have also handled a wide range of general commercial litigation matters, from partnership and business-to-business disputes to litigation involving corporate takeovers. We have handled cases involving tens of thousands of dollars to “bet the company” cases involving up to hundreds of millions of dollars. Our attorneys have collectively tried hundreds of cases, as well as scores of arbitrations. We have routinely been brought on to be “negotiation” counsel in various high-stakes or otherwise complex commercial disputes.



Our Team



Jay Edelson

Founder and CEO

Secured over \$3 billion in settlements and verdicts for his clients while serving as lead counsel (over \$20b in total).

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Law360 described Jay as a “Titan of the Plaintiff’s Bar.” The American Bar Association recognized Jay Edelson as one of the “most creative minds in the legal industry.” Jay has also been recognized as one of “America’s top trial lawyers” in the mass action arena, and was included in LawDragon’s 2020 list of Leading Plaintiff Financial Lawyers. Law360 noted that he has “taken on some of the biggest companies and law firms in the world and has had success where others have not.” Another publication explained that “when it comes to legal strategy and execution, Jay is simply one of the best in the country.” Professor Todd Henderson, the Michael J. Marks Professor of Law at the University of Chicago Law School, opined that when thinking about “who’s the most innovative lawyer in the US ... [Jay is] at or near the top of my list.”

Of Counsel explained that Jay has made a career out of “battling bullies”:

Big banks. Big tech firms. Big Pharma. The big business that is the NCAA. Plaintiff’s attorney Jay Edelson wages battle against many of the nation’s most fortified institutions. Not only does he refuse to back down to anyone, regardless of their stature or deep pockets, he welcomes the challenge.

Edelson earned a monumental victory in the US Supreme Court in what’s been characterized as one of the most important consumer privacy cases of the last several years, Robins v. Spokeo. He and his team are leading the charge against the NCAA in representing former college football players who suffered concussions, and their families. And, on behalf of labor unions and governmental bodies, he’s elbow-deep in litigation against pharmaceutical companies and distributors for their pivotal role in the opioid crisis.

Simply put, he’s a transformational lawyer.

- ▶ Jay has been appointed to represent state and local regulators on some of the largest issues of the day, ranging from opioids suits against pharmaceutical companies, to environmental actions against polluters, to breaches of trust against energy companies and for-profit hospitals, to privacy suits against Google, Facebook, Uber, Marriott, and Equifax.

JayEdelson

Founder and CEO

- ▶ Jay has received special recognition for his success in taking on Silicon Valley. The national press has dubbed Jay and the firm the “most feared” litigators in Silicon Valley and, according to the New York Times, tech’s “babyfaced ... boogeyman.” Most recently, Chicago Lawyer Magazine dubbed Jay “Public Enemy No. 1 in Silicon Valley.” In the emerging area of privacy law, the international press has called Jay one of the world’s “profilertesten (most prominent)” privacy class action attorneys. The National Law Journal has similarly recognized Jay as a “Cybersecurity Trailblazer”—one of only two plaintiff’s attorneys to win this recognition.
- ▶ Jay has taught seminars on class actions and negotiations at Chicago-Kent College of Law and privacy litigation at UC Berkeley School of Law. He has written a blog for Thomson Reuters, called Pardon the Disruption, where he focused on ideas necessary to reform and reinvent the legal industry and has contributed opinion pieces to TechCrunch, Quartz, the Chicago Tribune, Law360, and others. He also serves on Law360’s Privacy & Consumer Protection editorial advisory board. In recognition of the fact that his firm runs like a start-up that “just happens to be a law firm,” Jay was recently named to “Chicago’s Top Ten Startup Founders over 40” by Tech.co.
- ▶ Jay has been regularly appointed to lead complicated MDLs and other coordinated litigation, including those seeking justice for college football players suffering from the effects of concussions to homeowners whose HELOCs were improperly slashed after the 2008 housing collapse to some of the largest privacy cases of the day.
- ▶ Jay recieved his JD from the University of Michigan Law School.
- ▶ For a more complete bio, see <https://edelson.com/team/jay-edelson/>



Rafey S. Balabanian

Global Managing Partner
Director of Nationwide Litigation

Appointed lead class counsel in more than two dozen class actions in state and federal courts across the country.

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Rafey started his career as a trial lawyer, serving as a prosecutor for the City of Chicago where he took part in dozens of trials. Rafey went on to join a litigation boutique in Chicago where he continued his trial work, before eventually starting with Edelson in 2008. He is regarded by his peers as a highly skilled litigator, and has been appointed lead class counsel in more than two dozen class actions in state and federal courts across the country. His work has led to groundbreaking results in trial courts nationwide, including a \$925 million jury verdict in *Wakefield v. ViSalus*—the largest privacy verdict in this nation’s history. In 2020 and 2021, Rafey was recognized as a top 100 lawyer in California by California Daily Journal.

- ▶ Rafey has been at the forefront of protecting consumer data, and in 2018 helped lead the effort to obtain adversarial class certification for the first time in the history of the Illinois Biometric Information Privacy Act, on behalf of a class of Illinois users. On the eve of trial, the case settled for a record-breaking \$650 million.
- ▶ Some of Rafey’s more notable achievements include nationwide settlements involving the telecom industry, including companies such as AT&T, Google, Sony, Motricity, and OpenMarket valued at more than \$100 million.
- ▶ Rafey has been appointed to represent state Attorneys General and regulators on a variety of issues including the District of Columbia in a suit against Facebook for the Cambridge Analytica scandal. He also represents labor unions and governmental entities in lawsuits against the drug manufacturers and distributors over the ongoing opioid crisis.
- ▶ Rafey has also been appointed to the Executive Committee in the NCAA concussion cases, considered to be “one of the largest actions pending in the country, a multi district litigation ... that currently include [more than 300] personal injury class actions filed by college football players[.]” And he represents a member of the Tort Claimant’s Committee in the PG&E Bankruptcy action, which resulted in a historic \$13.5 billion settlement.
- ▶ Rafey served as trial court counsel in *Robins v. Spokeo, Inc.*, 2:10-cv-05306-ODW-AGR (C.D. Cal.), which has been called the most significant consumer privacy case in recent years.

Rafey S. Balabanian

Global Managing Partner
Director of Nationwide Litigation

- ▶ Rafey’s class action practice also includes his work in the privacy sphere, and he has reached groundbreaking settlements with companies like Netflix, LinkedIn, Walgreens, and Nationstar. Rafey also served as lead counsel in the case of *Dunstan, et al. v. comScore, Inc.*, No. 11-cv-5807 (N.D. Ill.), where he led the effort to secure class certification of what is believed to be the largest adversarial class to be certified in a privacy case in the history of U.S. jurisprudence.
- ▶ Rafey’s work in general complex commercial litigation includes representing clients ranging from “emerging technology” companies, real estate developers, hotels, insurance companies, lenders, shareholders and attorneys. He has successfully litigated numerous multi-million dollar cases, including several “bet the company” cases.
- ▶ Rafey is a frequent speaker on class and mass action issues, and has served as a guest lecturer on several occasions at UC Berkeley School of Law. Rafey also serves on the Executive Committee of the Antitrust, Unfair Competition and Privacy Section of the State Bar of California where he has been appointed Vice Chair of Privacy, as well as the Executive Committee of the Privacy and Cybersecurity Section of the Bar Association of San Francisco.
- ▶ Rafey received his J.D. from the DePaul University College of Law in 2005. A native of Colorado, Rafey received his B.A. in History, with distinction, from the University of Colorado – Boulder in 2002.



Eve-Lynn J. Rapp

Managing Partner, Boulder

Secured a \$76 million settlement—the largest ever for a TCPA case—four days before trial.

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Eve is a partner and Co-Chair of Edelson's Public Client team, and has extensive complex litigation experience in class, mass, and governmental litigation, including matters on behalf of various Attorneys General and municipalities across the country. Eve has been appointed class counsel or led the litigation efforts in dozens of privacy and consumer protection matters and has recovered or secured verdicts of over a billion dollars for her clients.

- ▶ Specific to her Public Client and Government Affairs practice, Eve is presently leading the litigation on behalf of the City of Chicago in the Marriott data breach litigation, which seeks to hold the hotel giant accountable for a massive data breach where attackers stole the personal data of up to 383 million guests—including over 5 million unencrypted passport numbers. She likewise represented the City of Chicago in the data breach litigation against Equifax where she secured a landmark seven-figure settlement under Chicago's City-specific ordinance.
- ▶ Eve is part of the team representing the District of Columbia in its litigation against Juul for its deceptive e-cigarette manufacturing and sales and the State of New Mexico in its suit against Google alleging that its G-Suite for Education product and services illegally collected data from New Mexico school children in violation of COPPA. Eve also counsels governments on a range of issues involving consumer protection, privacy, technology, and data security and was recently designated a Panel Member of Delaware's Department of Justice's Environmental Counsel Panel.
- ▶ Eve devotes a considerable amount of her practice to consumer technology and privacy cases. Eve was appointed Class Counsel in *Wakefield v. ViSalus, Inc.*, No. 15-cv-01857 (D. Or.), where she led and coordinated Edelson's litigation efforts, achieved certification of an adversarial TCPA class, and paved the way to a \$925 million jury verdict. She also led Edelson's efforts in *Birchmeier v. Caribbean Cruise Line, Inc. et al.*, No. 12-cv-04069 (N.D. Ill.), where, after obtaining class certification and partial summary judgment, she secured a \$76 million settlement—the largest ever for a TCPA case—four days before trial. She is also responsible for leading one of the first "Internet of Things" cases under the Federal

Eve-Lynn Rapp

Managing Partner, Boulder

Wiretap Act against a company collecting highly sensitive personal information from consumers, in which she obtained a \$5 million (CAD) settlement that afforded individual class members over one hundred dollars in relief.

- ▶ In addition to her government and privacy work, Eve has led over a dozen consumer fraud cases, against a variety of industries, including e-cigarette sellers, on-line gaming companies, and electronic and sport products distributors. She lead and resolved a case against a 24 Hour Fitness for misrepresenting its “lifetime memberships,” which resulted in over 25 million dollars of relief.
- ▶ Due to Eve’s knowledge and practice in the data privacy, technology and consumer protection space, Eve serves as the Chair of the San Francisco Bar Association’s Cybersecurity and Privacy Committee, where she is responsible for hosting and speaking about a range of cutting-edge issues. She also speaks on various panels about cutting edge issues ranging from upcoming regulatory efforts, “issues to watch,” and litigation trends.
- ▶ Eve is passionate about diversity and social justice. She is a Board Member of the Law Firm Antiracism Alliance, a coalition of more than 240 law firms that team up with organizations to amplify voices of communities impacted by systemic racism, promote racial equality in the law, and support the use of law that benefits communities of color. She also works with various organizations such as the Diverse Attorney Pipeline Program, where she helps her firm conduct over 20 mock interviews for women of color each year in effort to help expand their postgraduate opportunities, and organizations like the East Bay Community Law Center and Berkeley’s Women of Color Collective. As a young attorney, Eve likewise devoted a significant amount of time to the Chicago Lawyers’ Committee for Civil Rights Under Law’s Settlement Assistance Project, where she represented a number of pro bono clients for settlement purposes.
- ▶ From 2015-2019, Eve was selected as an Illinois Emerging Lawyer by Leading Lawyers.
- ▶ Eve received her J.D. from Loyola University of Chicago-School of Law, graduating cum laude, with a Certificate in Trial Advocacy. During law school, she was an Associate Editor of Loyola’s International Law Review and externed as a “711” at both the Cook County State’s Attorney’s Office and for Cook County Commissioner Larry Suffredin. Eve also clerked for both civil and criminal judges (The Honorable Judge Yvonne Lewis and Plummer Lott) in the Supreme Court of New York. Eve graduated from the University of Colorado, Boulder, with distinction and Phi Beta Kappa honors, receiving a B.A. in Political Science.



Benjamin H. Richman

Managing Partner, Chicago

Recovered hundreds of millions of dollars for his clients.

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Benjamin handles plaintiff's-side class and mass actions, helping employees in the workplace, consumers who were sold deceptive products or had their privacy rights violated, individuals and families suffering the ill-effects of exposure to toxic chemicals, student athletes suffering from the effects of concussions, and labor unions and governmental bodies seeking to recover losses arising out of the opioid crisis. He also routinely represents technology and brick and mortar companies in a wide variety of commercial litigation and other matters. Overall, Ben has been appointed by the federal and state courts to be Class or Lead Counsel in dozens of cases.

- ▶ Ben represents state Attorneys General, counties, and cities in high-stakes litigation and investigations, including the State of Idaho, in asserting claims against some of the largest pharmaceutical manufacturers and distributors in the world related to the ongoing opioid epidemic, including in the MDL pending in the Northern District of Ohio. Ben also leads the team representing approximately 50 other governmental entities in opioid litigation; the State of New Mexico in its lawsuit against Google LLC for allegedly collecting data from children under the age of 13 through its G-Suite for Education products and services; the District of Columbia in a suit against e-cigarette giant Juul for alleged predatory and deceptive marketing; and was appointed as a Special Assistant State's Attorney to prosecute Facebook's violations of the Illinois Consumer Fraud Act in the Cambridge Analytica scandal.
- ▶ Ben has been one of the primary forces behind the development of the firm's environmental practice. In the last year alone, Ben led a team representing hundreds of individuals across the country suffering from the effects of exposure to ethylene oxide—a carcinogenic chemical compound used in sterilization applications—emitted into the air in their communities, which included coordinating litigation across state and federal courts in various jurisdictions; was appointed to the Plaintiffs' Executive Committee overseeing the prosecution of the *In re: Aqueous Film-Forming Foams Prods. Liability Litig.*, No. 18-mn-2873, MDL No. 2873 (D.S.C.) (which includes more than 500 cases against the largest chemical manufacturers in the world, among others); and was designated as a Panel Member on a State Attorney General's Environmental Counsel Panel, which was formed to assist and represent the State in a wide range of environmental litigation.
- ▶ Ben is currently part of the team leading the *In re National Collegiate Athletic Association*

Benjamin H. Richman

Managing Partner, Chicago

Student-Athlete Concussion Injury Litigation – Single Sport/Single School (Football) multidistrict litigation, bringing personal injury lawsuits against the NCAA, athletic conferences, and its member institutions over concussion-related injuries. In addition, Ben has and is currently acting as lead counsel in numerous class actions involving alleged violations of class members' common law and statutory rights (e.g., violations of Alaska's Genetic Privacy Act, Illinois' Biometric Information Privacy Act, the federal Telephone Consumer Protection Act, and others).

- ▶ Some of Ben's notable achievements include acting as class counsel in litigating and securing a \$45 million settlement of claims against for-profit DeVry University related to its allegedly false reporting of job placement statistics. He has acted as lead counsel in securing settlements collectively worth \$50 million in over a half-dozen nationwide class actions against software companies involving claims of fraudulent marketing and unfair business practices. He was part of the team that litigated over a half-dozen nationwide class actions involving claims of unauthorized charges on cellular telephones, which ultimately led to settlements collectively worth hundreds of millions of dollars. And he has been lead counsel in numerous multi-million dollar privacy settlements, including several that resulted in individual payments to class members reaching into the tens of thousands of dollars and another that—in addition to securing millions of dollars in monetary relief—also led to a waiver by the defendants of their primary defenses to claims that were not otherwise being released.
- ▶ Ben's work in complex commercial matters includes successfully defending multiple actions against the largest medical marijuana producer in the State of Illinois related to the issuance of its cultivation licenses, and successfully defending one of the largest mortgage lenders in the country on claims of unjust enrichment, securing dismissals or settlements that ultimately amounted to a fraction of typical defense costs in such actions. Ben has also represented startups in various matters, including licensing, intellectual property, and mergers and acquisitions.
- ▶ Each year since 2015, Ben has been recognized by Super Lawyers as a Rising Star and Leading Lawyers as an Emerging Lawyer in both class action and mass tort litigation.
- ▶ Ben received his J.D. from the University of Illinois Chicago School of Law, where he was an Executive Editor of the Law Review and earned a Certificate in Trial Advocacy. While in law school, Ben served as a judicial extern to the late Honorable John W. Darrah of the United States District Court for the Northern District of Illinois. Ben also routinely guest-lectures at various law schools on issues related to class actions, complex litigation and negotiation.



Kelsey McCann

Chief of Staff

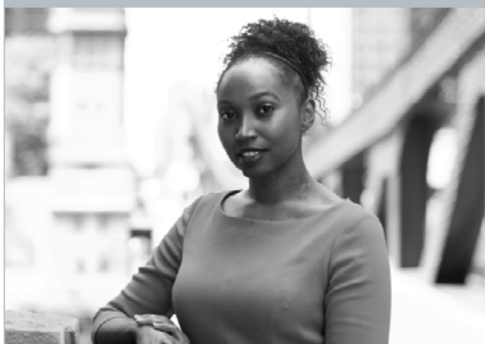
As a result of her efforts, Edelson is considered one of the most diverse “high stakes” plaintiff’s firms in the country.

Kelsey weighs in on and executes strategic planning, including HR issues, public relations, pro bono initiatives, staffing and the firm’s general strategic vision.

- ▶ As the Chair of the Hiring Committee, Kelsey develops and executes the firm’s recruitment efforts, including screening and evaluating lateral hires (including attorneys and non-attorneys) for both permanent and temporary work. She also leads the Summer Associate committee, where she evaluates law students and college interns for the firm’s summer program and structuring the various aspects of the summer program, including the firm’s unique training model.
- ▶ Kelsey’s creation and leadership of diversity efforts within the firm has made her a national thought leader. She created novel outreach programs to law schools, law school groups, and attorney organizations in order to broaden the pool of applicants the firm was seeing. Today, as a result of her efforts, Edelson PC is considered one of the most diverse “high stakes” plaintiff’s firms in the country, and was recently awarded the Diversity Initiative Award, given to the plaintiff’s firm demonstrating a successful effort to promote diversity within its organization and the profession at large by The National Law Journal. The firm also has been recognized as having the second highest lawyer satisfaction rate in the country by law360 and the highest one nationally by Above the Law.
- ▶ In 2022, Kelsey was recognized as a DEIA Visionary by the LA Times.
- ▶ Kelsey also works with the different practice groups and the individual employees to set and execute short and long term individual and firm-specific goals.
- ▶ Kelsey also works with the different practice groups and the individual employees to set and execute short and long term individual and firm-specific goals.
- ▶ Kelsey graduated summa cum laude with dual degrees from DePaul University.

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Tasha Green

Director of Human Resources

Received her Masters in Counseling Psychology from The Chicago School of Professional Psychology.

Tasha's work focuses on the day-to-day HR management of the firm.

- ▶ Tasha is the Director of Human Resources at Edelson PC and a member of the Executive Committee.
- ▶ Tasha began her career at Edelson PC in 2014 as a Legal Assistant.
- ▶ Tasha graduated from The Chicago School of Professional Psychology with a Masters in Counseling Psychology.
- ▶ Tasha received her BA from National Louis University in Chicago.

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Amy B. Hausmann

Associate Committee Liaison

Served as a law clerk to the Honorable Michael P. Shea of the U.S. District Court for District of Connecticut.

Amy's practice focuses on consumer and privacy-related class actions, as well as government enforcement litigation.

- ▶ Specific to her public client practice, Amy secured preliminary injunction on behalf of the Cities of Cincinnati, Columbus, Dayton, and Toledo in action against FirstEnergy Corp. for alleged violations of the Ohio Corrupt Practices Act, saving the Cities and all Ohio consumers from paying \$170 million per year in added electric bill fees. *City of Cincinnati v. FirstEnergy Corp.*, No. 20 CV 7005 (Ohio Ct. Common Pleas).
- ▶ Amy represents consumers who have suffered losses to illegal interest casinos. Three of those cases recently settled for approximately \$200 million, with damages-adjusted claims rates of 15%-33% and class members recovering up to hundreds of thousands of dollars. The largest of the remaining cases is set for trial in November 2021. See, e.g., *Benson v. DoubleDown Interactive, LLC*, No. 18-cv-525 (W.D. Wash.); *Wilson v. PTT, LLC*, No. 18-cv-5275 (W.D. Wash.); *Reed v. Scientific Games Corp.*, No. 18-cv-565 (W.D. Wash.).
- ▶ Amy received her J.D. from Yale Law School where she participated in the San Francisco Affirmative Litigation Project, a clinic partnering with the San Francisco City Attorney's Office to bring suits challenging unfair and deceptive business practices. She also participated in the Housing Clinic of the Jerome N. Frank Legal Services Organization, defending homeowners in judicial foreclosure proceedings and bringing affirmative suits against mortgage lenders and servicers. She served as Co-Chair of the law school's Clinical Student Board and as a Practical Scholarship Editor on the Yale Law Journal, helping solicit and publish pieces based on legal practice or clinical experience.
- ▶ Before law school, Amy worked as a legal assistant at a plaintiffs' firm in New York City focusing on employment and False Claims Act cases.

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Ryan D. Andrews

Partner

Litigated issues of first impression nationwide securing pathmarking victories.

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Ryan presently leads the firm's complex case resolution and appellate practice group, which oversees the firm's class settlements, class notice programs, and briefing on issues of first impression.

- ▶ Ryan has been appointed class counsel in numerous federal and state class actions nationwide that have resulted in over \$100 million in refunds to consumers, including: *Satterfield v. Simon & Schuster*, No. 06-cv-2893 (N.D. Cal.); *Ellison v Steve Madden, Ltd.*, No. 11-cv-5935 (C.D. Cal.); *Robles v. Lucky Brand Dungarees, Inc.*, No. 10-cv-04846 (N.D. Cal.); *Lozano v. 20th Century Fox*, No. 09-cv-06344 (N.D. Ill.); *Paluzzi v. Cellco P'ship*, No. 2007 CH 37213 (Cir. Ct. Cook Cty., Ill.); and *Lofton v. Bank of America Corp.*, No. 07-5892 (N.D. Cal.).
- ▶ Representative reported decisions include: *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540 (2016); *Kater v. Churchill Downs Inc.*, 886 F.3d 784 (9th Cir. 2018); *Warciak v. Subway Rests., Inc.*, 880 F.3d 870 (7th Cir. 2018), cert. denied, 138 S. Ct. 2692 (2018); *Beaton v. SpeedyPC Software*, 907 F.3d 1018 (7th Cir. 2018), cert. denied, 139 S. Ct. 1465 (2019); *Klaudia Sekura v. Krishna Schaumburg Tan, Inc.*, 2018 IL App (1st) 180175; *Yershov v. Gannett Satellite Info. Network, Inc.*, 820 F.3d 482 (1st Cir. 2016); *Resnick v. AvMed, Inc.*, 693 F.3d 1317 (11th Cir. 2012); and *Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946 (9th Cir. 2009).
- ▶ Ryan graduated from the University of Michigan, earning his B.A., with distinction, in Political Science and Communications. Ryan received his J.D. with High Honors from the Chicago-Kent College of Law and was named Order of the Coif. Ryan has served as an Adjunct Professor of Law at Chicago-Kent, teaching a third-year seminar on class actions. While in law school, Ryan was a Notes & Comments Editor for The Chicago-Kent Law Review, earned CALI awards for the highest grade in five classes, and was a teaching assistant for both Property Law and Legal Writing courses. Ryan externed for the Honorable Joan B. Gottschall in the United State District Court for the Northern District of Illinois.



J. Aaron Lawson

Partner

Argued in four federal Courts of Appeals and numerous district courts around the country.

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Aaron's practice focuses on appeals and complex motion practice. Aaron regularly litigates complex issues in both trial and appellate courts, including jurisdictional issues and class certification.

- ▶ Aaron has argued in four federal Courts of Appeals and numerous district courts around the country. In 2019, Aaron won and successfully defended class certification in a case challenging Facebook's collection of facial recognition data gathered through the platform's photo tagging feature. The case settled on the eve of trial for a record breaking \$650 million. *In re Facebook Biometric Info. Privacy Litig.*, 326 F.R.D. 535 (N.D. Cal. 2018); 932 F.3d 1264 (9th Cir. 2019). W
- ▶ Aaron won and successfully defended class certification in case involving allegedly fraudulently advertised computer software. *Beaton v. SpeedyPC Software*, No. 13-cv-08389 (N.D. Ill.); 907 F.3d 1018 (7th Cir. 2018).
- ▶ Aaron helped achieve a landmark decision affirming the ability of plaintiffs to bring statutory claims for relief in federal court. *Robins v. Spokeo*, No. 10-cv-5306 (C.D. Cal.).
- ▶ In addition to his work at Edelson PC, Aaron serves on the Privacy Subcommittee of the California Lawyers Association's Antitrust, UCL & Privacy Section, and edits the yearly treatise produced by the subcommittee
- ▶ Prior to joining Edelson PC, Aaron served for two years as a Staff Attorney for the United States Court of Appeals for the Seventh Circuit, handling appeals involving a wide variety of subject matter, including consumer-protection law, employment law, criminal law, and federal habeas corpus.
- ▶ While at the University of Michigan Law School, Aaron served as the Managing Editor for the Michigan Journal of Race & Law, and participated in the Federal Appellate Clinic. In the clinic, Aaron briefed a direct criminal appeal to the United States Court of Appeals for the Sixth Circuit, and successfully convinced the court to vacate his client's sentence.



Todd Logan

Partner

Led the litigation and settlement of a variety of class action cases alleging claims under federal, state, and local laws.

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Todd focuses his practice on class and mass actions and large-scale governmental suits.

- ▶ Todd is routinely appointed by courts nationwide to serve as class counsel in major class action litigation. In recent years, Todd has been appointed Class Counsel in, and led the litigation of, several related cases alleging that internet slot machine apps constitute illegal gambling. Three of those cases recently settled for approximately \$200 million, with damages-adjusted claims rates of 15%-33% and class members recovering up to hundreds of thousands of dollars.
- ▶ Todd represents Butte County residents who lost their homes and businesses in the Camp Fire, governments and other entities seeking to recover losses arising out of the nationwide opioid epidemic, former NCAA football players suffering from the harmful effects of concussions, consumers seeking compensation for their gambling losses to illegal internet casinos, and consumers who have been defrauded or otherwise suffered damages under state consumer protection laws.
- ▶ In recent years, Todd has led the litigation and settlement of a variety of class action cases alleging claims under federal, state, and local laws. For example, in *Dickey v. Advanced Micro Devices, Inc.*, No. 15-cv-04922, 2019 WL 251488, (N.D. Cal. Jan. 17, 2019), Todd briefed and argued a successful motion for nationwide class certification in a complex consumer class action alleging claims under California Law. In *Robins v. Spokeo*, No. 10-cv-5306 (C.D. Cal.), after remand from both the Supreme Court and the Ninth Circuit, Todd led the litigation of the class' claims under the Fair Credit Reporting Act for more than a year before the case entered settlement posture on favorable terms. And in *Sekura v. L.A. Tan Enterprises, Inc.*, No. 2015-CH-16694 (Cir. Ct. Cook Cty., Ill.), Todd represented a class of consumers alleging claims under Illinois' Biometric Information Privacy Act (BIPA) and ultimately obtained a seven-figure class action settlement – the first ever BIPA class action settlement.
- ▶ Before becoming a lawyer, Todd built SQL databases for a technology company and worked at various levels in state and local government. Todd received his J.D. cum laude from Harvard Law School, where he was Managing Editor of the Harvard Journal of Law and Technology. Todd also assisted Professor William B. Rubenstein with research and analysis on a wide variety of class action issues, and is credited for his work in more than eighty sections of Newberg on Class Actions.
- ▶ From 2016-17, Todd served as a judicial law clerk for the Honorable James Donato of the Northern District of California.



David I. Mindell

Partner
Co-Chair, Public Client and Government Affairs group

Counsels governments and state and federal lawmakers on a range of policy issues.

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David represents state Attorneys General, counties, and cities in high-stakes litigation and investigations involving consumer protection, information security and privacy violations, the opioid crisis, and other areas of enforcement that protect government interests and vulnerable communities. David also counsels governments and state and federal lawmakers on a range of policy issues involving consumer protection, privacy, technology, and data security.

- ▶ In addition to his Public Client and Government Affairs practice, David helps direct the firm's Investigations team, including the group's internal lab "of computer forensic engineers and tech-savvy lawyers [who study] fraudulent software and hardware, undisclosed tracking of online consumer activity and illegal data retention." Cybersecurity & Privacy Practice Group of the Year, Law360 (Jan. 2019). His team's research has led to lawsuits involving the fraudulent development, marketing and sale of computer software, unlawful tracking of consumers through mobile-devices and computers, unlawful collection, storage, and dissemination of consumer data, mobile-device privacy violations, large-scale data breaches, unlawful collection and use of biometric information, unlawful collection and use of genetic information, and the Bitcoin industry.
- ▶ David also helps oversee the firm's class and mass action investigations, including claims against helmet manufacturers and the National Collegiate Athletic Association by thousands of former high school, college, and professional football players suffering from the long-term effects of concussive and sub-concussive hits; claims on behalf of hundreds of families and business who lost their homes, businesses, and even loved ones in the "Camp Fire" that ravaged thousands of acres of Northern California in November 2018; and on behalf of survivors of sexual abuse.
- ▶ Prior to joining Edelson PC, David co-founded several tech, real estate, and hospitality related ventures, including a tech startup that was acquired by a well-known international corporation within its first three years. David has advised tech companies on a variety of legal and strategic business-related issues, including how to handle and protect consumer data. He has also consulted with startups on the formation of business plans, product development, and launch.
- ▶ While in law school, David was a research assistant for University of Chicago Law School Kauffman and Bigelow Fellow, Matthew Tokson, and for the preeminent cybersecurity professor, Hank Perritt at the Chicago-Kent College of Law. David's research included cyberattack and denial of service vulnerabilities of the internet, intellectual property rights, and privacy issues.
- ▶ David has spoken to a wide range of audiences about his investigations and practice.



Roger Perlstadt

Partner

Briefed appeals and motions in numerous federal and state appellate courts.

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Roger's practice focuses on appeals and critical motions. He has briefed appeals and motions in numerous federal and state appellate courts, including the United States Supreme Court's seminal case of *Spokeo, Inc. v. Robins*, and has argued multiple times before the United States Courts of Appeals for the Sixth, Seventh, Eighth, and Ninth Circuits.

- ▶ Roger has briefed complex issues at the trial court level in cases throughout the country. These cases generally involve matters of first impression relating to new statutes or novel uses of long-standing statutes, as well as the intersection of privacy law and emerging technologies.
- ▶ Prior to joining Edelson PC, Roger was an associate at a litigation boutique in Chicago, and a Visiting Assistant Professor at the University of Florida Levin College of Law. He has published articles on the Federal Arbitration Act in various law reviews.
- ▶ Roger has been named a Rising Star by Illinois Super Lawyer Magazine four times since 2010.
- ▶ Roger graduated from the University of Chicago Law School, where he was a member of the University of Chicago Law Review. After law school, he served as a clerk to the Honorable Elaine E. Bucklo of the United States District Court for the Northern District of Illinois.

Jimmy Rock

Partner

Jimmy spent twelve years with the Office of the Attorney General for the District of Columbia.

Jimmy Rock is a partner at Edelson PC where his work focuses on consumer protection and environmental cases. He is also the lead for the firm's Public Client Litigation.

- ▶ Prior to coming to Edelson PC, Jimmy spent twelve years with the Office of the Attorney General for the District of Columbia where he helped to start OAG's Office of Consumer Protection and transform it into once of the preeminent State AG consumer practices.
- ▶ Jimmy served for five years as an Assistant Deputy Attorney General managing OAG's Public Advocacy Division, a 40+ lawyer group that enforced the District's consumer protection, antitrust, workers' rights, housing, nonprofit and environmental laws.
- ▶ Jimmy led a trial team against one of the largest online travel companies for failing to pay District sales taxes on service fees charged for selling hotel rooms, recovering more than \$90 million in unpaid taxes and fees. To this day, this remains the largest litigated affirmative judgment obtained by the DC Attorney General's Office. *D.C. v. Expedia, Inc.*, 120 A.3d 623 (D.C. 2015).
- ▶ Jimmy was the lead attorney on a consumer protection enforcement case stemming from a multistate investigation into Marriott's deceptive advertising of hotel rooms with mandatory resort fees included in the nightly room rate. *D.C. v. Marriott Intl., Inc.*, No. 2019-CA-004497 B (D.C. Super. Ct.).
- ▶ In 2015, Jimmy received the Attorney General's Distinguished Service Award for Trial of Affirmative Litigation.
- ▶ From 2014-2018, Jimmy served as an Adjunct Professor at Georgetown University Law Center teaching year-long course on Civil Litigation Practice and Procedure.
- ▶ Jimmy received his J.D. with honors from Emory University school of law.

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Nicholas Rosinia

Partner

Experience handling high-stakes trials before judges, juries, and arbitration panels.

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Nick's practice focuses on litigating class actions, mass torts, and high-profile matters on behalf of government entities. In addition to his trial experience, Nick has managed extensive pre-trial discovery, crafted major motions and briefs, taken and defended scores of depositions, worked with expert witnesses to develop and defend their opinions and reports, and presented argument in federal and state courts.

- ▶ Nick is a trial lawyer with more than eight years of experience litigating and leading teams of lawyers through eight- and nine-figure disputes from initial advice to jury verdict. Nick second-chaired two major, multi-week arbitration hearings, and played key roles during an eight-day bench trial and a six-week jury trial.
- ▶ Currently, Nick represents hundreds of survivors of wildfires in Oregon who lost their homes, businesses, and livelihoods over the 2020 Labor Day weekend. Nick also represents a putative class of ADT customers in litigation against ADT and one of its former technicians. Nick is additionally assisting with the litigation of several government enforcement actions on behalf of the District of Columbia, including Facebook for its role in the Cambridge Analytica scandal and JUUL Labs for its e-cigarette marketing practices.
- ▶ Nick represented a putative class of California raisin growers seeking just compensation from the federal government under the Fifth Amendment's Takings Clause. Following a Supreme Court decision establishing the predicate legal theory, Nick helped conceptualize and develop an ensuing class action that ultimately resulted in an eight-figure class-action settlement. *Ciapessoni, et. al. v. The United States of America*, No. 1:15-cv-00938 (Court of Federal Claims 2015). Along the way, Nick drafted the complaint, worked directly with the class representatives, and helped devise a novel statute of limitations theory that ultimately prevailed and paved the way for the class's recovery.
- ▶ Prior to joining Edelson PC, Nick worked at two prominent, international law firms.
- ▶ Nick received his J.D. magna cum laude from Washington University in St. Louis School of Law.



Yaman Salahi

Partner

Secured \$465m in pandemic assistance for incarcerated people & recovered over \$100m for workers challenging no-poach agreements.

Yaman spearheads the firm's antitrust practice, and has experience litigating consumer protection, civil rights, privacy, and administrative law claims, including in complex class action proceedings and multi-district litigation.

- ▶ Yaman devised the legal strategy, researched the legal theories, and briefed all merits motions challenging the Trump administration's denial of COVID-19 stimulus relief under the CARES Act to people in prison. Yaman was the lead author of the winning motion for class certification, preliminary injunction, and summary judgment, which ultimately resulted in over \$465 million in cash assistance to over 385,000 people living in prison, and prevented the IRS from recouping over \$1 billion already issued. Yaman also authored a successful opposition to the IRS's attempt in the Ninth Circuit Court of Appeals to stay the district court's rulings pending appeal. *Scholl v. Mnuchin*, No. 20-cv-5309-PJH (N.D. Cal.).
- ▶ In antitrust no-poach litigation, Yaman helped obtain a \$54.5 million settlement for medical professors and \$19 million for other faculty at Duke University and University of North Carolina-Chapel Hill, and \$48.95 million for railway industry workers.
- ▶ Yaman briefed, argued, and won an appeal in the Eleventh Circuit establishing that franchisors and their franchisees constitute separate entities capable of conspiracy under the antitrust laws, a question of first impression. *Arrington v. Burger King Worldwide, Inc., et al.*, 47 F. 4th 1247 (11th Cir. 2022).
- ▶ Before joining Edelson PC, Yaman was a Partner at another prominent plaintiff-side class action firm in San Francisco.
- ▶ From 2017-2018, Yaman served as a judicial law clerk for the Honorable Edward M. Chen in the Northern District of California.
- ▶ From 2013-2016 Yaman worked as a Staff Attorney in the National Security and Civil Rights Program at Asian Americans Advancing Justice-Asian Law Caucus, where he focused on legal issues surrounding government surveillance and freedom of speech, and an Arthur Liman Fellow at the American Civil Liberties Union of Southern California.
- ▶ Yaman received his J.D. Yale Law School in 2012.

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Ari J. Scharg

Partner
Co-Chair, Government Affairs Group

Recognized as one of the leading experts on privacy and emerging technologies.

Ari is a Partner at Edelson PC and Co-Chair of the firm's Public Client and Government Affairs Group, where he leverages his experience litigating hundreds of complex class and mass action lawsuits to help state and local governments investigate and prosecute consumer fraud, data privacy, and other areas of enforcement that protect government interests and vulnerable communities.

- ▶ Ari has been appointed as a Special Assistant Cook County State's Attorney to litigate cases against Facebook and Cambridge Analytica for their alleged misuse of consumer data and against Uber for its alleged violations of the state's data breach notification law and information security requirements. He is currently representing the Illinois Citizens Utility Board in litigation against Commonwealth Edison for its alleged role in a decade-long bribery scheme, and serves as Special Counsel for Columbus and Cincinnati in litigation alleging money laundering and corruption against FirstEnergy, where he recently secured a preliminary injunction blocking more than \$1 billion of new fees from being collected from ratepayers. Ari also represent a broad range of stakeholders in litigation against opioid companies, including governments, municipal risk pools, labor unions, and health and welfare funds.
- ▶ Ari is passionate about social justice causes, and in 2017, the Michigan State Bar Foundation presented both Edelson PC and Ari, personally, with its Access to Justice Award for "significantly advancing access to justice for the poor" through his consumer class actions.
- ▶ As Special Counsel for Melrose Park, Ari served as lead trial counsel in first-of-its-kind litigation seeking to block the closure of Westlake Hospital, a community hospital providing safety net services to medically and socially vulnerable minority populations. Village of Melrose Park v. Pipeline Health System LLC, et al., No. 19-CH-03041 (Cir. Ct. Cook Cty., Ill.). In what has been called "one of the most complicated hospital closure disputes in the state's history," Ari worked tirelessly to preserve access to healthcare for the community by securing a series of in-court victories, including a temporary restraining order prohibiting the owners from closing the hospital, and later, after a full-day evidentiary hearing, an order holding the owner in contempt for attempting to shut down hospital services prematurely.
- ▶ Recognized as a leader on privacy and emerging technologies, Ari serves on the Executive Oversight Council for the Array of Things Project where he advises on privacy and data security matters, founded and chaired the Illinois State Bar Association's Privacy and Information Security Section (2017-2019), and served as Co-Chair of the Illinois Blockchain and Distributed Ledgers Task Force. Ari also enjoys working with law students through the Diverse Attorney Pipeline Program (DAPP) and Berkeley's Women of Color Collective.

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Alexander G. Tievsky

Partner

Obtained preliminary injunction preventing electric utilities from collecting more than \$1 billion in surcharges.

Alex concentrates on complex motion practice and appeals in consumer class action litigation.

- ▶ Alex has briefed and argued cases in numerous federal appellate and district courts, and he has successfully defended consumers' right to have their claims heard in a federal forum, including, for example, defeating Facebook's attempt to deprive its users of a federal forum to adjudicate their claims for wrongful collection of biometric information in violation of a state privacy statute in *In re Facebook Biometric Info. Privacy Litig.*, 290 F. Supp. 3d 948 (N.D. Cal. 2018), *aff'd* 932 F.3d 1264 (9th Cir. 2019); receiving preliminary injunction preventing electric utilities from collecting surcharges imposed by Ohio House Bill 6 on the basis that Cincinnati and Columbus were likely to succeed on their allegations that the bill was the product of a bribery scheme involving the former speaker of the Ohio House of Representatives in *Cincinnati & Columbus v. First Energy Corp.*, No. 20-CV-7005 (Franklin Cty., Ohio Ct. of Common Pleas 2020); winning reversal of summary judgment in Telephone Consumer Protection Act (TCPA) case on the basis that the defendant could be held liable for ratifying the actions of its callers, even though it did not place the calls itself in *Henderson v. United Student Aid Funds, Inc.*, 918 F.3d 1068 (9th Cir. 2019); and winning reversal of district court's dismissal in first-of-its-kind ruling that so-called "free to play" casino apps are illegal gambling, which allows consumers to recover their losses under Washington law. *See Kater v. Churchill Downs, Inc.*, 886 F.3d 784 (9th Cir. 2018)
- ▶ Alex received his J.D. from the Northwestern University School of Law, where he graduated from the two-year accelerated J.D. program. While in law school, Alex was Media Editor of the Northwestern University Law Review. He also worked as a member of the Bluhm Legal Clinic's Center on Wrongful Convictions. Alex maintains a relationship with the Center and focuses his public service work on seeking to overturn unjust criminal convictions in Cook County.
- ▶ Alex is admitted to the state bars of Illinois and Washington and is a member of both the Lesbian and Gay Bar Association of Chicago and QLaw, the LGBTQ+ Bar Association of Washington.
- ▶ Alex's past experiences include developing internal tools for an enterprise software company and working as a full-time cheesemonger. He received his A.B. in linguistics

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J. Eli Wade-Scott

Partner

Returned some of the highest per-person relief ever secured in a privacy case.

Eli's practice focuses on privacy- and tech-related class actions and enforcement actions brought by governments. Eli has been appointed to represent states and cities to handle high-profile litigation.

- ▶ Eli is frequently appointed to represent states and cities to handle high-profile litigation, including by the District of Columbia against JUUL, Inc. in litigation arising from the youth vaping epidemic, by the State of New Mexico to prosecute Google's violations of the Children's Online Privacy Protection Act, and as a Special Assistant State's Attorney for Illinois and the District of Columbia in litigation against Facebook arising from the Cambridge Analytica scandal.
- ▶ Eli is class counsel in nearly a dozen cash settlements on behalf of consumers, collectively worth more than \$50 million, including a \$25 million all-cash, non-reversionary settlement for employees in action arising under the Illinois Biometric Information Privacy Act ("BIPA"). *Kusinski v. ADP LLC*, No. 2017-CH-12364 (Cir. Ct. Cook Cty).
- ▶ Lead counsel in a novel putative class action against ADT over security flaws in its home security system that allowed a technician to surreptitiously spy on families—including children—in their most intimate moments at home.
- ▶ Lead outside attorney for the ACLU and other public interest organizations in a lawsuit against Clearview seeking to enjoin Clearview's mass collection of facial recognition templates. Clearview raised a host of novel, existential arguments for privacy rights at the motion to dismiss stage, which was rejected in a thorough opinion and the case is ongoing. See *American Civil Liberties Union v. Clearview AI, Inc.*, No. 20 CH 4353, 2021 WL 4164452, at *1 (Ill.Cir.Ct. Aug. 27, 2021).
- ▶ Before joining Edelson PC, Eli served as a law clerk to the Honorable Rebecca Pallmeyer of the Northern District of Illinois. Eli has also worked as a Skadden Fellow at Legal Aid Chicago, Cook County's federally-funded legal aid provider. There, Eli represented dozens of low-income tenants in affirmative litigation against their landlords to remedy dangerous housing conditions.
- ▶ Eli received his J.D. magna cum laude from Harvard Law School, where he was an Executive Editor on the Harvard Law and Policy Review and a research assistant to Professor Vicki C. Jackson.

Shantel Chapple Knowlton

Senior Litigation Counsel

Served for six years as a Deputy Attorney General at the Office of the Idaho Attorney General.

Shantel's practice focuses on environmental mass tort and consumer protection litigation.

- ▶ Prior to joining Edelson, Shantel served for six years as a Deputy Attorney General at the Office of the Idaho Attorney General in both the Natural Resources and Consumer Protection Divisions. In the Natural Resources Division, Shantel represented the State of Idaho in water-rights adjudications, primarily litigating federal-reserved and Indian water rights. In the Consumer Protection Division, Shantel represented the State of Idaho in several multistate consumer protection actions. Most notably, Shantel pursued investigations and litigation against a variety of companies to hold them accountable for their contribution to the opioid crisis.
- ▶ Prior to serving at the Idaho Attorney General's Office, Shantel clerked for the Honorable Justice Jim Jones at the Idaho Supreme Court.
- ▶ Shantel graduated *summa cum laude* with a J.D. from Lewis & Clark Law School. During law school, Shantel externed for the Honorable B. Lynn Winmill at the U.S. District Court for the District of Idaho and served as a Law Clerk at the Oregon Department of Justice in the Special Litigation Unit. Shantel was also a member of the Lewis & Clark Law Review and a founding member of the Lewis & Clark chapter of Law Students for Reproductive Justice (If/When/How).
- ▶ Shantel received dual B.S. degrees in Psychology and Sociology from the University of Idaho.

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Theo Benjamin

Associate

Led the litigation and settlement of a variety of class action cases alleging claims under federal, state, and local laws.

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Theo's practice focuses on consumer, privacy, and tech-related class actions, and mass tort litigation.

- ▶ Theo is currently litigating several government enforcement actions on behalf of the District of Columbia, including Facebook for its role in the Cambridge Analytica scandal and JUUL Labs for its e-cigarette marketing practices. Theo likewise serves as one of the lead associates responsible for Edelson's discovery efforts in the Facebook and JUUL litigation, where he is responsible for leveraging case assessment techniques, including the identification, review, and collection of complex electronic discovery and building trial outlines to discern the specific needs of a case.
- ▶ Theo is a member of Edelson's COVID-19 Legal Task Force and is currently litigating insurance class actions on behalf of businesses nationwide alleging wrongful denial of claims for business interruption insurance coverage resulting from losses sustained due to the ongoing COVID-19 pandemic.
- ▶ Theo received his J.D. from Northwestern Pritzker School of Law, where he served as a Comment Editor for Northwestern's Journal of Criminal Law & Criminology and founded Northwestern's chapter of the International Refugee Assistance Project where he helped provide legal aid, representation, and policy research to refugees and asylum seekers undergoing the U.S. resettlement process.

Lauren Blazing

Associate*

Authored reports and coordinated media outreach to combat gender and racial disparities in the Service Academies.

Lauren's practice focuses on mass torts and class actions.

- ▶ Lauren received her J.D. from Yale Law School, where she co-chaired the Title IX Working Group and served as a research assistant studying Intentional Violence in International Sport with Professor Alice M. Miller.
- ▶ At Yale, Lauren co-directed the HAVEN Medical Legal Partnership, which provides legal services to underserved and undocumented patients at the university's community health clinic. She also participated in the Jerome S. Frank Veterans Legal Services Clinic, where her team worked to combat racial and gender inequities in the U.S. Military Service Academies.
- ▶ Before joining Edelson, Lauren clerked for the Honorable Janet C. Hall in the U.S. District Court for the District of Connecticut.
- ▶ Lauren graduated *summa cum laude* from Duke University with a degree in Political Science Cultural Anthropology.

*Admitted only in New York. Supervised by a member of the California bar.



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Megan Delurey

Associate

Successfully represented an asylum seeker fleeing persecution on the basis of her LGBTQ identity.

Megan's practice focuses on consumer and privacy-related class actions.

- ▶ Megan received her J.D. from the University of Chicago Law School, where she was involved in the school's clinical programs in both environmental and immigration law. While working in the Immigrants' Rights Clinic, Megan provided legal aid services to immigrant communities in Chicago. In the environmental law clinic, Megan advocated on behalf of an environmental justice and renewable energy nonprofit in state administrative proceedings.
- ▶ At the University of Chicago Law School, Megan was an editor for *The University of Chicago Legal Forum* and organized the journal's annual symposium.
- ▶ Prior to joining Edelson, Megan worked at a prominent international law firm where she gained significant trial experience. She also maintained an active pro bono practice, including representing women who were forced to flee Afghanistan during the fall of Kabul in their asylum proceedings.
- ▶ Megan graduated from Washington University in St. Louis, where she earned her B.A. in Anthropology and her MSW from the top-ranked Brown School of Social Work. Upon earning her master's degree, Megan worked for a research lab applying systems sciences to social issues and taught a graduate-level course in participatory system dynamics. In this role, she founded the Changing Systems Summit, an annual event that trains students to use systems thinking tools to address equity issues in their communities.

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P. Solange Hilfinger-Pardo

Associate

Served as an Executive Editor of the Northwestern Journal of International Law and Business.

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Solange's practice focuses on fighting racial and social injustice, government and corporate misconduct, and consumer protection.

- ▶ Before joining Edelson PC, Solange worked as a Deputy Public Defender for Contra Costa County Public Defender's Office, where she litigated 15 criminal jury trials as solo chair, including pretrial and evidentiary motions practices, ran over 40 motions to suppress, all of which included evidentiary hearings and cross-examining witnesses, and managed a caseload of over 100 misdemeanor cases, including negotiations, discovery litigation, and interlocutory appeals.
- ▶ From 2019-2020, Solange served as a Trial Fellow for the Public Defender Service (PDS) for the District of Columbia. During this time, Solange regularly advocated on behalf of clients in court, conducted same-day probable cause hearings, and negotiated with prosecutors, engaged in aggressive pre-trial litigation, including winning a motion to reconsider a DNA warrant, and completed PDS's eight-week trial training program.
- ▶ From 2017-2020, Solange worked as a Staff Attorney for the Consumer Financial Protection Bureau in Washington DC. During this time, Solange served as lead attorney on three major investigations, including opening a new case, and assisted other investigations. Additionally, Solange conducted depositions, wrote and edited motions, and planned litigation strategy, and negotiated with opposing counsel on settlements, discovery and case management.
- ▶ During her time at the Consumer Financial Protection Bureau, Solange received the Director's Mission Achievement Award and Exceptional Accomplishment Award.
- ▶ Solange received her J.D. from Yale Law School.



Hannah Hilligoss

Associate

Co-authored a report analyzing the impacts of AI on human rights for the Berkman Klein Center for Internet and Society.

Hannah focuses on consumer and privacy-related class actions.

- ▶ Hannah received her J.D. from Harvard Law School, where she was a Student Editor on the American Journal of Law and Equality and was on the Public Interest Committee for the Women's Law Association.
- ▶ At Harvard, Hannah participated in the Cyberlaw Clinic, where she counseled an anti-disinformation e-newsletter on their response to a cease and desist letter alleging Lanham Act violations; drafted an amicus brief opposing national digital identity laws for a large NGO; and worked with a documentary filmmaker to determine what third-party footage in his film was fair use and what needed to be licensed.
- ▶ Prior to law school, Hannah worked at Harvard's Berkman Klein Center for Internet and Society, developing ethical approaches to AI development and deployment and combatting algorithmic discrimination in hiring and in the criminal justice system.
- ▶ Hannah graduated magna cum laude from Boston College with a degree in International Studies.

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Patrick Ntchobo

Associate

Responsible for managing one-third of Judge Gilliam's civil and criminal caseload, which had over 250 open cases.

Patrick's practice focuses on trial advocacy in complex cases on behalf of victims of corporate and governmental wrongdoing.

- ▶ Patrick received his J.D. from Stanford Law School, where he was a member of the Black Law Student Association and a Teaching Assistant for Professor George Fisher.
- ▶ Before joining Edelson, Patrick clerked for the Honorable Haywood Gilliam of the Northern District of California.
- ▶ From 2020- 2021 Patrick worked at a prominent defense firm representing large agribusiness in complex commercial litigation included drafting briefs about privilege issues and conducting document review.
- ▶ Patrick began his career working in state politics, where he served as a speechwriter and policy director for multiple Texas state representatives.
- ▶ Patrick graduated magna cum laude in Political Science from Baylor University.

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Michael Ovca

Associate

Litigating a half-dozen Telephone Consumer Protection Act cases.

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Michael focuses on consumer, privacy-related and technology-related class actions.

- ▶ Michael's recent consumer class action work involves bringing claims on behalf of students suing for-profit colleges that used allegedly-fraudulent advertising to lead them to enroll. Michael's environmental practice involves representing individuals who were exposed to ethylene oxide ("EtO") emitted by medical equipment sterilization and chemical manufacturing plants, as well as those exposed to dangerous "forever" chemicals through tainted groundwater that accumulate in the body, ultimately causing cancer. Michael is also litigating a half-dozen Telephone Consumer Protection Act cases brought by recipients of text messages sent by entertainment venues from around the country. In terms of governmental representation, Michael has worked on cases brought by the City of Chicago against Uber; by various cities and towns in Illinois against opiate manufacturers, distributors, and prescribers; and a village seeking to prevent the closure of its hospital.
- ▶ Michael received his J.D. cum laude from Northwestern University, where he was an associate editor of the Journal of Criminal Law and Criminology, and a member of several award-winning trial and moot court teams.
- ▶ Prior to law school, Michael graduated summa cum laude with a degree in political science from the University of Illinois.



Emily Penkowski

Associate

Cum laude from Northwestern University
Pritzker School of Law

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Emily's practice focuses on privacy- and tech-related class actions.

- ▶ Emily received her J.D. cum laude from Northwestern University Pritzker School of Law, where she served as an Associate Editor of Northwestern University Law Review and a Problem Writer for the 2020 Julius Miner Moot Court Board. Emily participated in the Bluhm Legal Clinic's Supreme Court Clinic, where she worked on cases before the Supreme Court including *Ritzen Group, Inc. v. Jackson Masonry, LLC*, 140 S. Ct. 582, 584 (2020). She placed on the Dean's List every semester and served on the student executive boards for the Moot Court Society and the Collaboration for Justice, a justice system reform-oriented student group.
- ▶ Emily spent her law school summers at the Maryland Office of the Attorney General and the U.S. Attorney's Office for the Western District of Washington. In the Western District of Washington, Emily assisted in prosecuting cryptocurrency money laundering, cybercrime, and complex frauds. In Maryland, she wrote criminal appeals briefs for the State in the Maryland Court of Special Appeals.
- ▶ Before entering law school, Emily worked as an intelligence analyst for the National Security Agency, in the Office of Counterintelligence & Cyber (previously the NSA/CSS Threat Operations Center) and the Office of Counterterrorism. She analyzed significant, technical, complex, and short-suspense intelligence in support of law enforcement, military, computer network defense, diplomatic, and other intelligence efforts, while serving as a "reporting expert" for over three hundred analysts on an agency-wide project. She also briefed NSA and military leadership on cyber and counterintelligence threats to the U.S. government and military.
- ▶ As a digital network analyst, Emily increased intelligence coverage on a counterterrorism target through social network analysis, including eigenvector and cluster analysis, used metric databases to manage and prioritize intelligence collection, and worked with collectors to streamline data flows and eliminate duplicative sources of information.
- ▶ Emily received her Bachelor of Science in International Studies, specializing in Security and Intelligence, at Ohio State. She also received minors in Computer and Information Science and Mandarin Chinese. She began learning Mandarin in high school. During college, Emily interned at the National Security Agency, in the Office of Counterproliferation, and at Huntington National Bank, on its Anti-Money Laundering and Bank Secrecy Act team.



Albert J. Plawinski

Associate

Works on the development of environmental mass tort and mass action cases.

Albert identifies and evaluates potential cases and works with the firm's computer forensic engineers to investigate privacy violations by consumer products and IoT devices.

- ▶ Albert works on the development of the environmental mass tort and mass action cases, including preparing lawsuits on behalf of (1) victims of the California Camp Fire—the largest and most devastating fire in California's history; (2) individuals exposed to toxic chemicals in their drinking water; and (3) individuals exposed to carcinogenic ethylene oxide.
- ▶ Albert received his J.D. from the Chicago-Kent College of Law. While in law school, Albert served as the Web Editor of the Chicago-Kent Journal of Intellectual Property. Albert was also a research assistant for Professor Hank Perritt for whom he researched various legal issues relating to the emerging consumer drone market—e.g., data collection by drone manufacturers and federal preemption obstacles for states and municipalities seeking to legislate the use of drones. Additionally, Albert earned a CALI award for receiving the highest course grade in Litigation Technology.
- ▶ Prior to law school, Albert graduated with Highest Distinctions with a degree in Political Science from the University of Illinois at Urbana-Champaign.

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Angela Reilly

Associate

Represented adolescents accused of crimes, and advocated for reform of the juvenile justice system.

Angela focuses on mass torts.

- ▶ Angela received her J.D. from the University of Chicago Law School, where she dedicated her time to providing criminal and civil legal services to indigent clients. Angela was involved with the school's clinical program, specifically the Criminal and Juvenile Justice Project. Further, Angela interned at Access Living of Metropolitan Chicago, where she helped clients enforce their rights under the Americans with Disabilities Act, and the Fair Housing Act.
- ▶ Angela also conducted research for Professor Genevieve Lakier on a variety of First Amendment issues, and externed for the Honorable Sophia H. Hall in the Chancery Division of the Circuit Court of Cook County.
- ▶ Angela received Pro Bono Honors from the University of Chicago Law School, which is awarded to graduating students who complete 250 or more pro bono hours; Angela completed 500 hours.
- ▶ Before law school, Angela worked on multiple research projects that ultimately inspired her legal career. During that time, she published multiple papers in peer-reviewed psychology journals.
- ▶ Angela graduated from the University of Notre Dame, where she earned her B.A. in psychology. She completed a thesis titled, "Schadenfreude as a Moral Emotion: Moral Identity and the Experience of Pleasure at the Misfortune of Rivals".

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Zoë Seaman-Grant

Associate

Editor of the Michigan Journal of Gender & Law at the University of Michigan Law School.

Zoë's practice focuses on environmental and mass tort actions.

- ▶ Zoë received her J.D. from University of Michigan. During her time at Michigan, Zoë served as a board member for Sexual Assault & Harassment Legal Advocacy Services (SAHLAS), an organization that offered support to University of Michigan students filing sexual misconduct complaints under Title IX.
- ▶ Zoë interned with the New York Attorney General's Torts Department and Davis Polk & Wardwell. While in school, she worked as a Faculty Research Assistant at the University of Michigan Law Library.
- ▶ Before law school, Zoë served as an AmeriCorps member with Reading Partners DC, a nonprofit organization providing literacy support to public school students in Washington, DC.
- ▶ Zoë graduated from Bates College, where she earned her B.A. in Women's and Gender Studies. She completed an honors thesis titled "Constructing Womanhood and the Female Cyborg: A Feminist Reading of Ex Machina and Westworld."

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Brandt Silver-Korn

Associate

Represents over 1,000 victims who suffered losses in the 2018 Camp Fire.

Brandt's practice focuses on class and mass actions and large-scale governmental suits. His current clients include families who lost their homes and businesses in the Camp Fire, communities that have been severely impacted by the opioid epidemic, and consumers who have suffered gambling losses to illegal internet casinos.

- ▶ Brandt represents over 1,000 victims, from residents to business owners, who suffered the devastating loss of their homes, property, and loved ones in the 2018 Camp Fire. The lawsuit alleges that the fire was caused by PG&E's equipment, resulting from PG&E's failure to maintain their electrical infrastructure in Butte County. The case resulted in a historic \$13.5 billion settlement.
- ▶ Brandt represents consumers in seven class action lawsuits alleging that various online "social casinos" violate state gambling laws. Brandt has taken a leading role both in discovery and in briefing in these cases, and recently provided live testimony to the Washington State Legislature.
- ▶ Brandt serves as counsel for the State of Idaho in the State's opioid litigation, where he is part of the team spearheading lawsuits against the nation's leading manufacturers and distributors of opioid products.
- ▶ Brandt received his J.D. from Stanford Law School, where he was awarded the Gerald Gunther Prize for Outstanding Performance in Criminal Law, and the John Hart Ely Prize for Outstanding Performance in Mental Health Law. While in law school, Brandt was also the leading author of several simulations for the Gould Negotiation and Mediation Program.
- ▶ Prior to law school, Brandt graduated summa cum laude from Middlebury College with a degree in English and American Literatures.

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Schuyler Ufkes

Associate

Currently litigating consumer class actions on behalf of employees under the Illinois Biometric Information Privacy Act

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Schuyler focuses on consumer and privacy-related class actions.

- ▶ Schuyler is currently litigating nearly a dozen consumer class actions on behalf of employees under the Illinois Biometric Information Privacy Act (“BIPA”) for their employers’ failure to comply with the Act’s notice and consent requirements before collecting, storing, and in some instances disclosing their biometric data. Schuyler is also litigating several Telephone Consumer Protection Act cases brought by recipients harassing debt-collection calls as well as spam text messages.
- ▶ Schuyler received his J.D. magna cum laude, and Order of the Coif, from the Chicago-Kent College of Law. While in law school, Schuyler served as an Executive Articles Editor for the Chicago-Kent Law Review and was a member of the Moot Court Honor Society. Schuyler earned five CALI awards for receiving the highest grade in Legal Writing II, Legal Writing III, Pretrial Litigation, Supreme Court Review, and Professional Responsibility.
- ▶ Prior to law school, Schuyler graduated with High Honors from the University of Illinois Urbana-Champaign earning a degree in Consumer Economics and Finance.



Shawn Davis

Chief Information Officer

Experience testifying in federal court, briefing members of U.S. Congress on Capitol Hill.

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Shawn leads a technical team in investigating claims involving privacy violations and tech-related abuse. His team's investigations have included claims arising out of the fraudulent development, marketing, and sale of computer software, unlawful tracking of consumers through digital devices, unlawful collection, storage, and dissemination of consumer data, large-scale data breaches, receipt of unsolicited communications, and other deceptive marketing practices.

- ▶ Shawn has experience testifying in federal court, briefing members of U.S. Congress on Capitol Hill, and is routinely asked to testify before legislative bodies on critical areas of cybersecurity and privacy, including those impacting the security of our country's voting system, issues surrounding children's privacy (with a special emphasis on surreptitious geotracking), and other ways data collectors and aggregators exploit and manipulate people's private lives. Shawn has taught courses on cybersecurity and forensics at the undergraduate and graduate levels and has provided training and presentations to other technology professionals as well as members of law enforcement, including the FBI.
- ▶ Shawn's investigative work has forced major companies (from national hotel chains to medical groups to magazine publishers) to fix previously unrecognized security vulnerabilities. His work has also uncovered numerous issues of companies surreptitiously tracking consumers, which has led to groundbreaking lawsuits
- ▶ Prior to joining Edelson PC, Shawn worked for Motorola Solutions in the Security and Federal Operations Centers as an Information Protection Specialist. Shawn's responsibilities included network and computer forensic analysis, malware analysis, threat mitigation, and incident handling for various commercial and government entities.
- ▶ Shawn is an Adjunct Industry Associate Professor for the School of Applied Technology at the Illinois Institute of Technology (IIT) where he has been teaching since December of 2013. Additionally, Shawn is a faculty member of the IIT Center for Cyber Security and Forensics Education which is a collaborative space between business, government, academia, and security professionals. Shawn's contributions aided in IIT's designation as a National Center of Academic Excellence in Information Assurance by the National Security Agency.
- ▶ Shawn graduated with high honors from the Illinois Institute of Technology with a Masters of Information Technology Management with a specialization in Computer and Network Security. During graduate school, Shawn was inducted into Gamma Nu Eta, the National Information Technology Honor Society.

EXHIBIT 4

