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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

V.R., a minor, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

ROBLOX CORPORATION,

Defendant.

Case No. 3:22-cv-02716-MMC

**FIRST AMENDED CLASS ACTION
COMPLAINT**

JURY TRIAL DEMANDED

1 Plaintiff V.R., a minor (hereinafter “Plaintiff”), brings this action on behalf of himself and
2 all others similarly situated against Defendant Roblox Corporation (hereinafter collectively referred
3 to as “Defendant” or “Roblox Corp.”). Plaintiff makes the following allegations pursuant to the
4 investigation of his counsel and based upon information and belief, except as to the allegations
5 specifically pertaining to himself, which are based on personal knowledge.

6 **NATURE OF THE CASE**

7 1. This is a putative class action brought by Plaintiff on behalf of himself and all others
8 similarly situated who disaffirm their entire contracts with Defendant and seek restitution in the
9 amount already paid to Defendant on their now-void contracts. By filing his original complaint on
10 May 5, 2022, Plaintiff disaffirmed his entire contract with Defendant.

11 2. Plaintiff and the putative class have suffered injury due to deceptive, misleading,
12 and illegal trade practices by Defendant in marketing and selling in-game items and in-game
13 currency for its popular video game, Roblox. These items and in-game currency are frequently
14 purchased by minors who are unable to exercise their unrestricted right under state laws to rescind
15 contracts into which they entered with Defendant.

16 3. Additionally, even if Plaintiff and putative class members did not exercise their
17 right to disaffirm their contracts with Defendant, purchases of in-game items and in-game currency
18 in Roblox are void *ab initio* as a matter of law.

19 4. Roblox is ostensibly free-to-play. However, Roblox realizes billions of dollars in
20 revenue, largely from children.

21 5. Roblox is monetized through a system where players can obtain new characters,
22 weapons, and other resources in exchange for virtual currency. The in-game currency can be
23 purchased from Defendant using real money.

24 6. Plaintiff brings this action for declaratory, equitable, and monetary relief under the
25 Declaratory Judgment Act, Business and Professions Code § 17200 *et seq.*, and/or for Unjust
26 Enrichment.

JURISDICTION AND VENUE

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2 7. Jurisdiction is proper in this Court pursuant to the Class Action Fairness Act
3 (“CAFA”), 28 U.S.C. § 1332(d)(2) because this is a class action in which at least one member of
4 the class is a citizen of a state different from Defendant, the amount in controversy exceeds \$5
5 million, exclusive of interest and costs, and the proposed class contains more than 100 members.

6 8. This Court has personal jurisdiction over the Defendant because Defendant
7 maintains its principal place of business in this District and because a substantial part of the events
8 or omissions giving rise to the claims asserted herein occurred in this District.

9 9. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because a substantial
10 part of the events or omissions giving rise to the claims asserted herein occurred in this District and
11 because Defendant maintains its principal place of business in this District.

PARTIES

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13 10. Plaintiff V.R. is a minor and a resident of California. Plaintiff, under his own name
14 and using his own money, made multiple in-game purchases in Roblox. Plaintiff no longer plays
15 Roblox and will not play Roblox in the future. Plaintiff made purchases both from Amazon.com
16 and from Roblox directly. Plaintiff has purchased in-game currency from Defendant that he has
17 since redeemed for in-game items, characters, weapons, and other resources.

18 11. Defendant Roblox Corporation is Delaware corporation with its principal place of
19 business in in San Mateo, California.

GENERAL BACKGROUND

20
21 **A. *Roblox***

22 12. Roblox is an online game platform developed by Defendant.

23 13. Roblox breaks away from the traditional pay-for-game model, wherein a consumer
24 pays a one-time fee for a game and gains access to all of its features, and instead offers the game
25 for free with the hopes that players purchase various in-game items. This is referred to as the free-
26 to-play or “freemium” model.

27 14. However, while Roblox can ostensibly be played without making in-game
28 purchases, the game encourages impressionable minors to make in-game purchases. This is

1 because many of Roblox’s most desirable in-game items and avatars can only be obtained by
2 purchasing the items with virtual currency referred to as “Robux.” Obtaining Robux generally
3 requires users to purchase it with real money.

4 15. This system was created to capitalize on and encourage addictive behaviors. Minors
5 are especially susceptible to these addiction-enhancing elements of game design. The experience
6 of acquiring in-game items holds a strong appeal for minors and reinforces their desire to keep
7 playing and continue making purchases.

8 16. Members of Congress have expressed concern about Defendant’s practices.
9 Specifically, in letters released to the public, Congresswoman Lori Trahan, Congresswoman Kathy
10 Castor, and Senator Edward J. Markey have asked Defendant, among other video game makers, to
11 “make changes to [their] product or service’s design or data collection” to address “Loot boxes ...
12 [that] encourage[e] purchase before a child knows what the ‘bundle’ contains— akin to gambling.”
13 See Exhibit A.

14 17. Defendant’s strategy has been immensely successful, and Defendant is still growing.
15 Roblox Corporation earned approximately \$1,919,181,000 in 2021, which was a 108% increase
16 over the company’s 2020 earnings.¹ This increase was likely due to the fact that the “daily paying
17 users increased from roughly 490,000 in 2020 to roughly 678,000 in 2021.”²

18 18. Despite these massive profits, Defendant fails to provide an unrestricted right to
19 seek refunds of any in-game purchases made by minors as is required by state law.

20 19. Further, as detailed below, Plaintiff and the putative class’s contracts for the
21 purchase of virtual currency and/or virtual goods are void as a matter of law.

22 **B. Defendant’s Misconduct**

23 20. Defendant misleads or misrepresents the applicable law for transactions, including
24 in-App purchases, with minors. Specifically, Defendant knows that in the state of California, and
25 in most states nationwide, the law allows minors to disaffirm contracts. Defendant also knows that

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27 ¹ 2021 Form 10-k, Roblox Corporation,
<https://www.sec.gov/ix?doc=/Archives/edgar/data/0001315098/000131509822000058/rblx-20211231.htm> (last accessed April 5, 2022)

28 ² *Id.*

1 a minor can disaffirm contracts without any restrictions; the law permits a minor to do so. And
 2 finally, Defendant knows that contracts with minors for “personal property not in the immediate
 3 possession or control of the minor[s]” are void under CA FAM §6701. Yet, Defendant operates a
 4 non-refund policy that misleads, misrepresents, and does not acknowledge a minor’s right to obtain
 5 a refund.

6 21. To any extent that Roblox requires that its Terms of Use be accepted by legal adults
 7 18 years and older, Roblox still targets minors. An agreement that explicitly requires acceptance
 8 by an adult cannot apply to a minor, and minors have a legal right to disaffirm contracts into which
 9 they enter. And Roblox is aware its customers are minors – the player’s birthday is the first thing
 10 that a player enters when setting up a Roblox account:³

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³ <https://www.roblox.com/>

1 22. The Roblox Terms of Use (“TOU”) state that “When User buys Robux, User
2 receives only a limited, **non-refundable**, non-transferable ... revocable license to use Robux only
3 for User’s personal entertainment.”⁴

4 23. The TOU also state that “All payments for Robux are final and not refundable.”⁵
5 Defendant attempts to qualify this latter statement with “except as required by law,” but this
6 qualifier does not specify that it has any effect on minors and does not appear in the section which
7 describes differences between minor users and other users.⁶

8 24. Defendant maintains both possession and control over both Robux and whichever
9 items that users purchase with their Robux. Specifically, Defendant states “Roblox has and retains
10 all rights in Robux. This includes the right to modify, revoke, or terminate a User’s license to use
11 Robux without notice, payment, or liability to User.”⁷

12 25. Robux can be purchased in the form of a digital code or a tangible card.

13 26. Defendant additionally maintains possession and control of the purchases of
14 Plaintiff and the Class by stating “Roblox owns or controls all rights in Studio and all elements
15 contained therein.”⁸

16 27. Defendant also “reserves the right to terminate the Studio License, Template
17 License, Other Content License and Roblox Trademark License at any time and for any reason.”⁹

18 28. Defendant thus contracts with Plaintiff and the class for “personal property not in
19 the immediate possession or control of the minor[s].” CA FAM § 6701.

20 29. After making purchases within the Roblox ecosystem, minors who attempt to
21 request refunds thus find that none of their purchases can be refunded. Without hiring counsel,
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23 _____
24 ⁴ <https://en.help.roblox.com/hc/en-us/articles/115004647846-Roblox-Terms-of-Use> (emphasis
added).

25 ⁵ *Id.*

26 ⁶ *Id.*, see sections 1(a); 2(a); 2(b); 18(b).

27 ⁷ *Id.*

28 ⁸ *Id.*

⁹ *Id.*

1 minor Class members and their guardians are not aware of a minor’s right to disaffirm and get
2 refunds on in-game purchases.

3 **C. Defendant’s Illegal Refund Policy**

4 30. Roblox operates a policy of refusing refunds to minors who disaffirm their contracts
5 with Defendant.

6 31. In addition to accepting payment directly, Roblox also “accepts payment through
7 iTunes, Xbox, Microsoft (Windows App or Xbox), and Amazon.”¹⁰

8 32. However, Roblox outright refuses to refund minors who made payments via these
9 providers. Specifically, Defendant states that “these charges cannot be refunded by Roblox.”¹¹

10 33. Instead, purchasers are told to “reach out directly to Apple/iTunes, Microsoft
11 (Windows App or Xbox), or Amazon to request a refund for any unauthorized purchases through
12 their services.”¹²

13 34. However, these third-party refund policies are also in violation of California law.
14 For example, Apple’s refund policy is handled on a case-by-case basis and does not permit an
15 unrestricted right to a refund.

16 35. In fact, Apple does not even permit minors to request refunds for unauthorized
17 charges made more than 90 days ago.¹³

18 36. Similarly, Amazon does not allow for returns of “Downloadable Software
19 Products,” which includes purchases that Plaintiff made.¹⁴

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21 ¹⁰ https://en.help.roblox.com/hc/en-us/articles/203312650-Unauthorized-Charges-Refund-Requests#h_01EM597YS5N3GVZQCVWY2YHPR9 (last accessed October 21, 2022).

22 ¹¹ *Id.* (emphasis added).

23 ¹² *Id.*

24 ¹³ <https://www.switchingtomac.com/tutorials/how-to-get-a-refund-from-the-apple-app-store/> (“You
25 have 90 days from the point of purchase to initiate a refund”) (last accessed October 21, 2022);
26 <https://www.idownloadblog.com/2021/12/07/how-to-request-refund-from-apple/#:~:text=You%20can%20make%20a%20refund,%2C%20music%2C%20movie%2C%20etc.>
27 (“It’s not guaranteed that you’ll always get a refund from Apple for a purchase.”) (last accessed
28 October 21, 2022).

27 ¹⁴ <https://www.amazon.com/gp/help/customer/display.html/?nodeId=GMZNGRA9B5PCJB5F>
28 (“Amazon.com doesn’t accept returns of the following items: ... Downloadable software products”) (last accessed October 21, 2022).

1 37. Additionally, Defendant has a policy that once Robux have been used to make an
2 in-game purchase, no refunds will be provided.¹⁵ “This includes accidental purchases, lost and
3 unused items from Avatar Shop and Experiences.”¹⁶ This policy applies even if a minor is willing
4 to lose access to the in-game purchase.

5 38. Defendant also claims to be unable to give refunds for in-app purchases that were
6 removed from the game.¹⁷

7 39. There are countless documented incidents where Roblox refused to provide refunds
8 to minors who made purchases on the app. For example, in March 2021, it was reported that an
9 11-year-old accumulated a bill of over \$3,000 by making in-app purchases.¹⁸ When a refund was
10 requested, Defendant declined to provide one. Instead, the report stated that Defendant “stuck by
11 all refund policies.”¹⁹

12 40. Defendant’s true policy seems to be that refunds are only available for
13 “unauthorized charges.”²⁰ A child who made an authorized purchase and simply wishes to exercise
14 his or her unrestricted right to disaffirm a contract and obtain a refund, is unable to, according to
15 Defendant itself.

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19 ¹⁵ <https://en.help.roblox.com/hc/en-us/articles/203313290-Will-I-Get-My-Robux-Back-If-I-Delete-Do-Not-Like-an-Item->
20 [Do-Not-Like-an-Item-](https://en.help.roblox.com/hc/en-us/articles/203313290-Will-I-Get-My-Robux-Back-If-I-Delete-Do-Not-Like-an-Item-) (“At this time, there is not a way to get Robux back once you have made a
21 purchase we are not able to offer a refund for items purchased within an experience.”) (last
22 accessed October 14, 2022).

23 ¹⁶ *Id.*

24 ¹⁷ <https://en.help.roblox.com/hc/en-us/articles/203313290-Will-I-Get-My-Robux-Back-If-I-Delete-Do-Not-Like-an-Item-#:~:text=Please%20keep%20in%20mind%20that%20items%20that%20are%20moderated%20or%20removed%20from%20access%20by%20the%20creator%20may%20not%20be%20eligible%20for%20refund.%C2%A0> (“Please keep in mind that items that are moderated or removed from
25 access by the creator may not be eligible for refund.”)

26 ¹⁸ <https://www.thegamer.com/child-buys-3000-dollars-dlc-roblox-app/> (last accessed October
27 2022).

28 ¹⁹ *Id.*

²⁰ <https://en.help.roblox.com/hc/en-us/articles/203312650-Unauthorized-Charges-Refund-Requests>
(last accessed October 14, 2022).

1 55. **Numerosity.** On information and belief, hundreds of thousands of consumers fall
2 into the definitions of the Class. Members of the Class can be identified through Defendant’s
3 records, discovery, and other third-party sources.

4 56. **Commonality and Predominance.** Common questions of law and fact exist as to
5 all members of the Class and predominate over any questions affecting only individual members of
6 the Class. These common legal and factual questions include, but are not limited to, the following:

- 7 a. Whether Defendant's failure to provide a method for minors or their guardians to
8 disaffirm any purchases violated their consumer rights;
- 9 b. Whether Plaintiff and the Class are able to disaffirm their contracts with Defendant,
10 including those made through third-party payment platforms, and obtain a refund
11 through the Declaratory Judgment Act;
- 12 c. Whether Plaintiff’s and the other Class members’ contracts for the purchase of
13 virtual currency and/or goods are void as a matter of law;
- 14 d. Whether Plaintiff and the other Class members were damaged by Defendant’s
15 conduct; and
- 16 e. Whether Plaintiff and the other Class members are entitled to restitution or other
17 relief.

18 57. **Typicality.** Plaintiff’s claims are typical of the claims of the other members of the
19 Class in that, among other things, all Class members were similarly situated and were comparably
20 injured through Defendant’s wrongful conduct as set forth herein. Further, there are no defenses
21 available to Defendant that are unique to Plaintiff.

22 58. **Adequacy of Representation.** Plaintiff will fairly and adequately protect the
23 interests of the Class. Plaintiff has retained counsel that is highly experienced in complex
24 consumer class action litigation, and Plaintiff intends to vigorously prosecute this action on behalf
25 of the Class. Furthermore, Plaintiff has no interests that are antagonistic to those of the Class.

26 59. **Superiority.** A class action is superior to all other available means for the fair and
27 efficient adjudication of this controversy. The damages or other financial detriment suffered by
28 individual Class members are relatively small compared to the burden and expense of individual

1 litigation of their claims against Defendant. It would thus be virtually impossible for the Class
2 obtain effective redress for the wrongs committed against the members on an individual basis.
3 Furthermore, even if Class members could afford such individualized litigation, the court system
4 could not. Individualized litigation would create the danger of inconsistent or contradictory
5 judgments arising from the same set of facts. Individualized litigation would also increase the
6 delay and expense to all parties and the court system from the issues raised by this action. By
7 contrast, the class action device provides the benefits of adjudication of these issues in a single
8 proceeding, economies of scale, and comprehensive supervision by a single court, and presents no
9 unusual management difficulties under the circumstances.

10 60. Further, Defendant has acted and refused to act on grounds generally applicable to
11 the proposed Class, thereby making appropriate final injunctive and declaratory relief with respect
12 to the Class as a whole.

13 **CAUSES OF ACTION**

14 **COUNT I**

15 **Declaratory Judgment on Minor's Right to Disaffirm
16 (On behalf of Plaintiff and the Class)**

17 61. The foregoing allegations are hereby reincorporated by reference as if fully restated
18 herein.

19 62. Defendant's Roblox video game is approved for players 7 years and older.
20 Defendant enters into and accepts a contract with a minor when an in-game purchase by the minor
21 is confirmed, and thus accepted.

22 63. There is consideration on both sides of this contract. Roblox gives the consideration
23 of digital content and entertainment service of the in-game purchases, exchanged for consideration
24 of actual money from the minor.

25 64. Under California law, and equivalent law in states nationwide, minors have the right
26 to disaffirm contracts such as those at issue here. Cal. Fam. Code § 6710 (2010).

27 65. Minors may disaffirm or a guardian may disaffirm a contract on behalf of a minor
28 within a reasonable amount of time of turning 18. Through the filing of this lawsuit, and thus by

1 no later than the filing date of this lawsuit, Plaintiff disaffirmed all in-game purchases he has made
2 through Roblox to-date and requested a refund.

3 66. Plaintiff further seeks injunctive relief on behalf of the Class for future and
4 prospective transactions on the Roblox video gaming platform and ecosystem to allow for refunds
5 on all in-game purchases without restrictions.

6 67. The contracts between Defendant and the members of the Class who are minors are
7 voidable—a fact that Defendant denies as evidenced by its denial of the Class’s right to be
8 refunded in its Terms of Use.

9 68. As outlined above, Defendant does not operate a uniform policy of allowing minors
10 who disaffirm their contract to receive a full refund, as is required by law. Rather, Defendant
11 operates a refund policy that regularly denies minors who disaffirm their contracts their
12 unrestricted right to a refund.

13 69. Accordingly, there is an actual controversy between the parties, requiring a
14 declaratory judgment.

15 70. Plaintiff has no adequate remedy at law for this claim. There is no commensurate
16 legal remedy for voidance of Plaintiff’s contract and full restitution and interest thereon.
17 Alternatively, legal remedies available to Plaintiff are inadequate because they are not “equally
18 prompt and certain and in other ways efficient” as equitable relief. *American Life Ins. Co. v.*
19 *Stewart*, 300 U.S. 203, 214 (1937); *see also U.S. v. Bluit*, 815 F. Supp. 1314, 1317 (N.D. Cal. Oct.
20 6, 1992) (“the ‘mere existence’ of a possible legal remedy is not sufficient to warrant denial of
21 equitable relief”); *Quist v. Empire Water Co.*, 2014 Cal. 646, 643 (1928) (“The mere fact that there
22 may be a remedy at law does not oust the jurisdiction of a court of equity. To have this effect, the
23 remedy must also be speedy, adequate, and efficacious to the end in view ... It must reach the
24 whole mischief and secure the whole right of the party in a perfect manner at the present time and
25 not in the future”). Furthermore:

- 26 a. To the extent damages are available here, damages are not equally certain as
27 restitution because the standard that governs ordering restitution is different
28 than the standard that governs damages. Hence, the Court may award

1 restitution even if it determines that Plaintiff fails to sufficiently adduce
2 evidence to support an award of damages.

3 b. Damages and restitution are not necessarily the same amount. Unlike
4 damages, restitution is not limited to the amount of money defendant
5 wrongfully acquired plus the legal rate of interest. Equitable relief, including
6 restitution, entitles the plaintiff to recover all profits from the wrongdoing,
7 even where the original funds taken have grown far greater than the legal
8 rate of interest would recognize. Plaintiff seeks such relief here.

9 c. Legal claims for damages are not equally certain as restitution because
10 claims under the UCL and unjust enrichment entail few elements.

11 d. Plaintiff also lacks an adequate remedy at law to prevent future harm.

12 71. This claim for declaratory judgment is brought pursuant to 28 U.S.C. § 2201 *et seq.*,
13 seeking a determination by the Court that: (a) this action may proceed and be maintained as a class
14 action; (b) the sales contracts between Defendant and Class members who are minors, relating to
15 the purchase of in-game currency and virtual items, are voidable at the option of those Class
16 members or their guardians; (c) if the Class members elect to void the contracts, they will be
17 entitled to restitution and interest thereon; (d) an award of reasonable attorneys' fees and costs of
18 suit to Plaintiff and the Class is appropriate; and such other and further relief as is necessary and
19 just may be appropriate as well.

20 **COUNT II**

21 **Declaratory Judgment on Minor's Inability to Contract For Personal Property**
22 **Not In Their Immediate Possession Or Control**
(On behalf of Plaintiff and the Class)

23 72. The foregoing allegations are hereby reincorporated by reference as if fully restated
24 herein.

25 73. As described above, Defendant contracted with Plaintiff and the class members,
26 who are minors.

27 74. Defendant's contracts with minor Plaintiff and class members include contracts for
28 the purchase of Robux and virtual items.

1 75. Robux can be purchased from Defendant in the form of tangible gift cards or
2 intangible codes.

3 76. California law recognizes both “intangible personal property” and “tangible
4 personal property.” *See, e.g.*, CA REV & TAX § 6011(10)(A)-(C); CA REV & TAX § 6016.

5 77. According to California Law, a “minor cannot ... [m]ake a contract relating to any
6 personal property not in the immediate possession or control of the minor.” CA FAM § 6701.

7 78. Both Robux and any virtual item sold to Plaintiff and class members are personal
8 property.

9 79. According to Defendant’s Terms of Use, Defendant explicitly maintains possession
10 and/or control over the Robux and virtual items sold to Plaintiff and the class members as
11 discussed *supra*.

12 80. Thus, according to California law, the contracts for these purchases are void and
13 Plaintiff and class members are entitled to a refund of the consideration paid under their contracts
14 with Defendant.

15 81. Defendant disputes that these contracts are void – as evidenced by the fact that
16 Defendant’s TOU claim that all purchases are non-refundable and the fact that Defendant does not
17 maintain any mechanism for users who contracted with Defendant as minors to obtain refunds.

18 82. Accordingly, there is an actual controversy between the parties, requiring a
19 declaratory judgment.

20 83. Plaintiff has no adequate remedy at law for this claim. There is no commensurate
21 legal remedy for full restitution and interest thereupon the void contract. Alternatively, legal
22 remedies available to Plaintiff are inadequate because they are not “equally prompt and certain and
23 in other ways efficient” as equitable relief. *American Life Ins. Co. v. Stewart*, 300 U.S. 203, 214
24 (1937); *see also U.S. v. Bluit*, 815 F. Supp. 1314, 1317 (N.D. Cal. Oct. 6, 1992) (“the ‘mere
25 existence’ of a possible legal remedy is not sufficient to warrant denial of equitable relief”); *Quist*
26 *v. Empire Water Co.*, 2014 Cal. 646, 643 (1928) (“The mere fact that there may be a remedy at law
27 does not oust the jurisdiction of a court of equity. To have this effect, the remedy must also be
28 speedy, adequate, and efficacious to the end in view ... It must reach the whole mischief and

1 secure the whole right of the party in a perfect manner at the present time and not in the future”).

2 Furthermore:

- 3 a. To the extent damages are available here, damages are not equally certain as
4 restitution because the standard that governs ordering restitution is different
5 than the standard that governs damages. Hence, the Court may award
6 restitution even if it determines that Plaintiff fails to sufficiently adduce
7 evidence to support an award of damages.
- 8 b. Damages and restitution are not necessarily the same amount. Unlike
9 damages, restitution is not limited to the amount of money defendant
10 wrongfully acquired plus the legal rate of interest. Equitable relief, including
11 restitution, entitles the plaintiff to recover all profits from the wrongdoing,
12 even where the original funds taken have grown far greater than the legal
13 rate of interest would recognize. Plaintiff seeks such relief here.
- 14 c. Legal claims for damages are not equally certain as restitution because
15 claims under the UCL and unjust enrichment entail few elements.

16 84. Plaintiff also lacks an adequate remedy at law to prevent future harm.

17 85. This claim for declaratory judgment is brought pursuant to 28 U.S.C. § 2201 *et seq.*,
18 seeking a determination by the Court that: (a) this action may proceed and be maintained as a class
19 action; (b) the sales contracts between Defendant and Class members who are minors, relating to
20 the purchase of in-game currency and virtual items, are void; (c) the Class members are entitled to
21 restitution and interest thereon; (d) an award of reasonable attorneys’ fees and costs of suit to
22 Plaintiff and the Class is appropriate; and such other and further relief as is necessary and just may
23 be appropriate as well.

24 **COUNT III**

25 **Violation of the California Business & Professional Code § 17200**
26 **(On behalf of Plaintiff and the Class)**

27 86. The foregoing allegations are hereby reincorporated by reference as if fully restated
28 herein.

1 87. Plaintiff and Class members have standing to pursue a cause of action against
2 Defendant for unfair and/or unlawful business acts or practices because they have suffered an
3 injury-in-fact and lost money due to Defendant's actions and/or omissions as set forth herein.

4 88. Defendant's conduct is unlawful under Bus. & Prof. Code § 17200 *et seq.* ("UCL")
5 because it is in violation of a minor's absolute right to disaffirm contracts as discussed above. In
6 short, Defendant does not operate a uniform policy of allowing minors who disaffirm their contract
7 to receive a full refund, as is required by law. Rather, Defendant operates a refund policy that
8 regularly denies minors who disaffirm their contracts their unrestricted right to a refund.

9 89. Defendant's conduct is also unlawful under the UCL because it is has collected
10 monies paid for contracts void as a matter of law within the State of California and denied recovery
11 of said monies.

12 90. Defendant's conduct described herein is "unfair" under Bus. & Prof. Code § 17200
13 because it violates public policy and is immoral, unethical, oppressive, unscrupulous, and/or
14 substantially injurious to consumers, and any utility of such practices is outweighed by the harm
15 caused to consumers, including to Plaintiff, the Class, and the public. Defendant engages in unfair
16 practices by actively advertising, marketing, and promoting Roblox as "free" with the intent to
17 induce minors to purchase in-game currency and virtual items while illegally and unscrupulously
18 denying minors any refunds they seek.

19 91. Defendant is aware that minors are a significant population of the individuals who
20 play its Roblox game and that they are not capable of entering into binding contracts including for
21 purchases of goods such that Defendant should have included parental control features and
22 provided for an unrestricted right for minors and their guardians to seek refunds of any purchases
23 made.

24 92. Defendant, in light of its explicit representation to the contrary (*e.g.*, that purchases
25 of virtual currency and in-game purchases were non-refundable) had a duty to make Plaintiff or the
26 other members of the Class aware that they had an unrestricted right to refund any purchases, but
27 did not do so.

28

1 93. Defendant did not implement any features in its Roblox video game that would have
2 allowed Plaintiff and Class members to seek a refund for their purchases.

3 94. Plaintiff and putative Class members relied on Defendant's omission in that they
4 were unaware that they could disaffirm their contract with Defendant and receive a refund and in
5 that they were unaware that their contracts with Defendant are void and they could receive a
6 refund.

7 95. Defendant knew or should have known that its representations regarding the in-
8 game purchases were false, deceptive, and misleading.

9 96. Defendant's conduct described herein constitutes an unfair business practice
10 because it violates public policy and is immoral, unethical, oppressive, unscrupulous, and/or
11 substantially injurious to consumers, and any utility of such practices is outweighed by the harm
12 caused to consumers, including to Plaintiff, the Class, and the public.

13 97. Defendant's wrongful conduct is ongoing, and part of a pattern or generalized
14 course of conduct repeated on thousands if not millions of occasions yearly.

15 98. As a direct and proximate cause of Defendant's deceptive and unfair trade practices,
16 Plaintiff and the other members of the Class suffered actual damages, including monetary losses.

17 99. Pursuant to Bus. & Prof. Code § 17203, Plaintiff seeks an injunction enjoining
18 Defendant from continuing to engage in the conduct described above, or any other act prohibited
19 by law.

20 100. Plaintiff also seeks rescission and an order requiring Defendant to make full
21 restitution and to disgorge its ill-gotten gains wrongfully obtained from members of the Class as
22 permitted by Bus. & Prof. Code § 17203.

23 101. Additionally, Plaintiff and the Class members seek an order requiring Defendant to
24 pay attorneys' fees pursuant to Cal. Civ. Code § 1021.5.

25 102. Plaintiff has no adequate remedy at law for this claim. There is no commensurate
26 legal remedy for Plaintiff's requested relief under this count. Alternatively, legal remedies
27 available to Plaintiff are inadequate because they are not "equally prompt and certain and in other
28 ways efficient" as equitable relief. *American Life Ins. Co. v. Stewart*, 300 U.S. 203, 214 (1937);

1 105. It is inequitable and unjust for Defendant to retain the revenue obtained from in-
2 game purchases made by Plaintiff and the other Class members because, under principles of equity
3 and good conscience, Defendant should not be permitted to retain the revenue it acquired through
4 its unlawful conduct, i.e., with its non-refundable policy. Defendant’s conduct is unlawful because
5 it is in violation of the minor’s right to disaffirm contracts, and because the contracts entered by
6 Plaintiff and Class members were void as a matter of law yet Defendant still retains the monies
7 paid, and because Defendant’s conduct is unfair and deceptive under the UCL, as discussed above.

8 106. Defendant has misled and misinformed minors and their parents/guardians, i.e.,
9 Plaintiff and Class members.

10 107. Accordingly, because Defendant will be unjustly enriched if it is allowed to retain
11 such funds, Defendant must pay restitution to Plaintiff and the other Class members in the amount
12 which Defendant was unjustly enriched by each of their purchases.

13 108. Plaintiff has no adequate remedy at law for this claim. Plaintiff pleads his claim for
14 unjust enrichment in the alternative, which inherently would necessitate a finding of no adequate
15 remedy at law. Alternatively, legal remedies available to Plaintiff are inadequate because they are
16 not “equally prompt and certain and in other ways efficient” as equitable relief. *American Life Ins.*
17 *Co. v. Stewart*, 300 U.S. 203, 214 (1937); *see also U.S. v. Bluit*, 815 F. Supp. 1314, 1317 (N.D.
18 Cal. Oct. 6, 1992) (“the ‘mere existence’ of a possible legal remedy is not sufficient to warrant
19 denial of equitable relief”); *Quist v. Empire Water Co.*, 2014 Cal. 646, 643 (1928) (“The mere fact
20 that there may be a remedy at law does not oust the jurisdiction of a court of equity. To have this
21 effect, the remedy must also be speedy, adequate, and efficacious to the end in view ... It must
22 reach the whole mischief and secure the whole right of the party in a perfect manner at the present
23 time and not in the future”). Furthermore:

- 24 a. To the extent damages are available here, damages are not equally certain as
25 restitution because the standard that governs ordering restitution is different
26 than the standard that governs damages. Hence, the Court may award
27 restitution even if it determines that Plaintiff fails to sufficiently adduce
28 evidence to support an award of damages.

