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13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**
SAN FRANCISCO DIVISION

15 **RAYMOND NOEL and LAURA NOEL,**)
on behalf of themselves and all others who)
16 are similarly situated,)

17)
18 Plaintiffs,)

19 vs.)

20 **ROBLOX CORPORATION,**)

21 Defendant.)
22)

Case Number: _____

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

23 Plaintiffs Raymond Noel and Laura Noel (collectively, “Plaintiffs”), individually and on
24 behalf of the Class Members, brings this Class Action Complaint and Demand for Jury Trial
25 against Defendant Roblox Corporation (“Defendant” or “Roblox”) to seek compensation for
26 Defendant’s deceptive and unfair conduct. Plaintiffs allege as follows based on personal
27

1 knowledge, and as to all other matters, upon information and belief, including an investigation
2 conducted by their attorneys.

3 **INTRODUCTION**

4 1. Roblox is an increasingly popular gaming platform targeted at minors, built on the
5 exploitation of children, and succeeding by unlawfully profiting off children’s labor.

6 2. Roblox is an online game creation system and platform, where users can program
7 their own games or play games created by other users; in fact, the entire digital world of Roblox
8 is user-generated.

9 3. In essence, Roblox is a free online gaming platform that allows users to interact
10 with one another, play games, and purchase items inside the Roblox virtual universe.¹

11 4. Certain Roblox users operate as developers; these Roblox developers create
12 games, which are called “experiences,” that are then populated by user-created avatars.

13 5. Users play games, explore universes, and purchase items made by developers in a
14 virtual marketplace.

15 6. Roblox is the largest entertainment website in the world for children.²

16 7. Roblox has millions of users, nearly 10 million of whom are active developers on
17 the platform.³

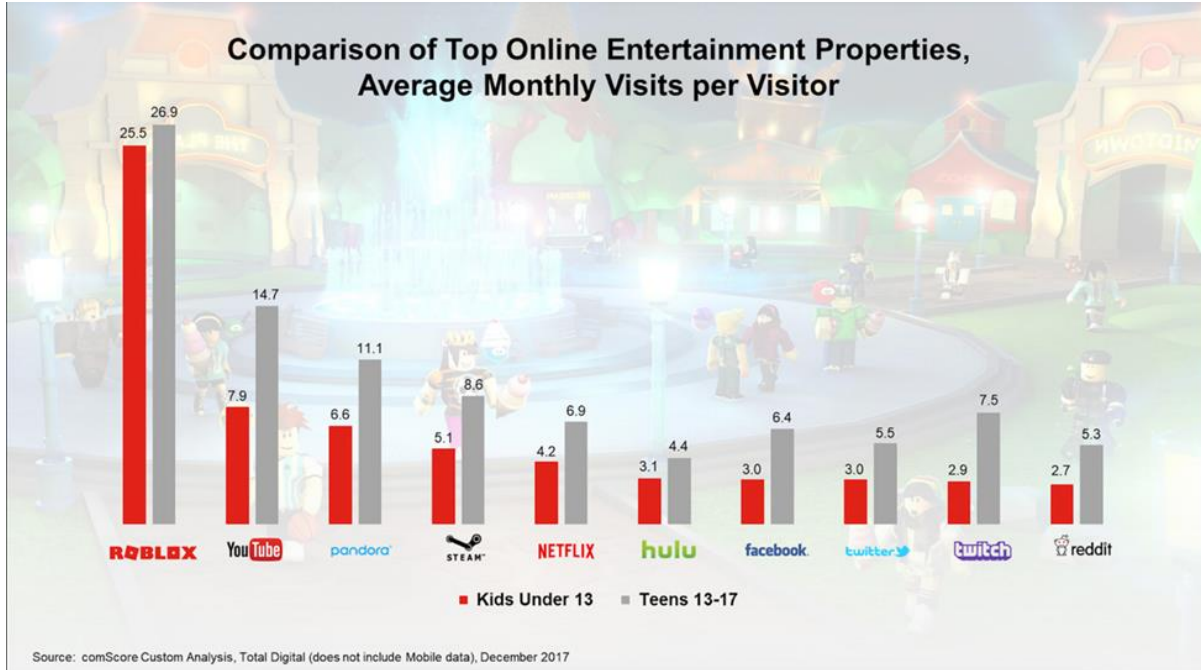
18 8. A large majority of Roblox users are minors, who spend the majority of their time
19 online on Roblox.⁴

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23 ¹ ROBLOX, <https://corp.roblox.com> (last visited Feb. 1, 2024).

24 ² *Roblox Emerges as a Top Online Entertainment Platform for Kids and Teens in 2017*, ROBLOX (Mar. 21, 2018),
25 <https://ir.roblox.com/news/news-details/2018/Roblox-Emerges-as-a-Top-Online-Entertainment-Platform-for-Kids-and-Teens-in-2017/default.aspx#:~:text=comScore%20ranks%20Roblox%20as%20one,the%20past%20two%20consecutive%20years>.

26 ³ Brian Dean, *Roblox User and Growth Stats You Need to Know*, BACKLINKO (Jan. 17, 2024),
27 <https://backlinko.com/roblox-users>; David Baszucki, *2023 Year in Review – A Letter from our CEO*, ROBLOX (Dec. 21, 2023),
28 <https://blog.roblox.com/2023/12/2023-year-review-letter-ceo/>; *18 Mind-Blowing Roblox Statistics to Make You Say “OOF!” in 2023*, PLAYTODAY.CO (Nov. 21, 2023), <https://playtoday.co/blog/stats/roblox-statistics/>.

⁴ *Id.*



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9. Roblox’s market dominance in the children’s video game sector is so large that Defendant claims more than 75% of the kids aged 9-12 in the United States use Roblox monthly.⁶

10. Even though the loyalty of millions of children turned Roblox into a wild success during a time when many other similar businesses have suffered and/or failed, Roblox systematically takes advantage of them and exposes them to unsafe, unregulated, and grotesque virtual experiences.

11. Not only is Roblox a dangerous platform for children because of predatory conduct from adult users, including simulated violence and sexual activity, but it is also designed to harm children with addictive conduct and deceptive commercial advertising.

⁵ Roblox Emerges as a Top Online Entertainment Platform for Kids and Teens in 2017, ROBLOX (Mar. 21, 2018), <https://ir.roblox.com/news/news-details/2018/Roblox-Emerges-as-a-Top-Online-Entertainment-Platform-for-Kids-and-Teens-in-2017/default.aspx#:~:text=comScore%20ranks%20Roblox%20as%20one,the%20past%20two%20consecutive%20years>.

⁶ Roblox, Founder & CEO David Baszucki Keynote | RDC 2020, YOUTUBE (July 31, 2020), https://youtu.be/G00GICJc0mU?si=HrPbKN9_RY4OkABQ&t=225.

1 12. Specifically, Roblox has built its entire platform around profiting from the
2 creative development of its users—most of whom are children—and exploiting their labor for
3 Roblox’s own profit.

4 13. This exploitation is made possible through the use of “Robux.”

5 14. “Robux” are the Roblox digital currency, which are exclusively created by
6 Roblox and spendable only in the Roblox platform.

7 15. With Robux, users are able to make purchases of virtual items to be used in games
8 or apps within the Roblox ecosystem.

9 16. Although they are digital currency, Robux have actual monetary value. When
10 purchasing Robux, one Robux is valued at 0.0125 USD, meaning \$4.99 USD can buy you 400
11 Robux; however, when trying to cash out Robux from the platform, the conversion rate
12 significantly differs and one Robux is worth only \$0.0035 USD, meaning 1,000 Robux can only
13 be converted for \$3.50.⁷

14 17. Robux can be purchased in-game, via a credit card or digital payment service;
15 through gaming platforms such as Xbox Live; as part of Roblox subscriptions; or on physical gift
16 cards for sale at numerous retailers nationwide.

17 18. In the first nine months of 2023, consumers purchased \$2.39 billion worth of
18 Robux.⁸

19 19. Robux can also be “earned” within the Roblox platform; the most common way to
20 earn Robux is by designing experiences that other users visit and download.

21 20. Additionally, Roblox users can create purchasable content for other users to buy,
22 which generates commissions for the developer.

23 21. The amount of this “commission” has varied over time and has ranged between
24 30% (the present value) and 90%.

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27 ⁷ ROBUX TO USD, <https://robuxtousd.com/> (last visited Feb. 2, 2024).

28 ⁸ Brian Dean, *Roblox User and Growth Stats You Need to Know*, BACKLINKO (Jan. 17, 2024),
<https://backlinko.com/roblox-users>.

1 22. Developers who are paid for their creations on the platform or who sell items
2 through the Roblox user-to-user Marketplace (or the “Avatar Store” on the mobile app) are paid
3 in Robux.

4 23. Because Roblox is a user-generated metaverse, and most of these users are
5 children, the majority of developers on the platform are children.

6 24. Children are therefore creating the “worlds” or “games” in Roblox that other users
7 play and are creating a large amount of content available for sale in the Marketplace or the
8 mobile Avatar Shop—all to the benefit of Roblox.

9 25. In exchange, children are paid in Robux, which can only be converted at a
10 significantly devalued rate to USD.

11 26. However, in order to even convert Robux to USD, a user must first meet several,
12 hard-to-meet requirements, including having a minimum of at least 30,000 earned Robux in their
13 account and paying a monthly subscription fee.⁹

14 27. As a result, many child developers are unable to ever cash out their Robux for
15 real-world funds because they are unable to meet the requirements to do so.

16 28. Roblox, of course, makes money every time Robux is involved in a transaction,
17 whether selling an item directly to a user, or taking a cut from user-to-user sales.

18 29. Roblox is thus exploiting child labor and offering children nearly worthless digital
19 currency for their labor.

20 30. At the same time, Roblox holds itself out as a wholesome educational tool, that is
21 safe for children to use.¹⁰

22 31. Due to the age of the majority of Roblox users, most rely on adults, such as their
23 parents or family members, to purchase Robux for them to use in the Roblox ecosystem.

24 32. Plaintiffs and putative Class Members were unaware of the child exploitation and
25 dangers that occurred on the Roblox platform.

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⁹ *Id.*

28 ¹⁰ *See, e.g., A New Era of Teaching and Learning*, ROBLOX, <https://education.roblox.com/> (last visited Feb. 2, 2024).

1 33. When Plaintiffs and putative Class Members purchased Robux—either for
2 themselves or for minor users—they did so based on Roblox’s representations that it is a
3 wholesome, educational platform for children.

4 34. Had Plaintiffs and putative Class Members known that the Robux they purchased
5 would be used to support child exploitation and allow Roblox Corp.—the company taking
6 advantage of its young users—to continue growing their profits at the expense of its young users,
7 they never would have purchased Robux as they did.

8 35. Roblox’s actions in exploiting children are unfair and deceptive and violative of
9 numerous laws.

10 36. Accordingly, this class action complaint seeks to put an end to this illegal scheme.
11 Through this class action, Plaintiffs and Class Members seek compensatory and punitive
12 damages, restitution, disgorgement, injunctive relief, costs and attorneys’ fees, and all other
13 relief as the Court deems proper to award to Plaintiffs and Class Members.

14 **PARTIES**

15 **Plaintiffs**

16 37. Plaintiff Raymond Noel is, and at all times relevant to this action was, a citizen
17 and resident of the State of California whose principal place of residence is in Kern County, CA.

18 38. Plaintiff Laura Noel is, and at all times relevant to this action was, a citizen and
19 resident of the State of California whose principal place of residence is in Kern County, CA.

20 39. Plaintiffs Raymond Noel and Laura Noel (collectively, “Plaintiffs”) have spent
21 thousands of dollars on Robux currency for their children’s gameplay.

22 **Defendant**

23 40. Defendant Roblox Corporation (“Defendant” or “Roblox”) is a corporation
24 formed under the laws of the State of Delaware.

25 41. Defendant has its principal place of business located at 970 Park Place, San
26 Mateo, California, 94403.

1 42. Defendant regularly conducts and transacts business in this District and
2 throughout California and the United States.

3 43. At all times material hereto, Roblox Corp. developed, tested, patented, assembled,
4 manufactured, published, packaged, labeled, prepared, distributed, marketed, supplied, and/or
5 sold the video gaming Roblox series and the digital currency Robux, either directly or indirectly,
6 to members of the general public throughout the United States, including in the State of
7 California, to Plaintiffs and putative Class Members.

8 **JURISDICTION AND VENUE**

9 44. This Court has subject matter jurisdiction over Plaintiffs' claims under 28 U.S.C.
10 § 1332(d)(2) because, as to all proposed Class Members, (a) at least one member of the Classes,
11 which consists of at least 100 members, is a citizen of a different state than Defendant, (b) the
12 amount in controversy exceeds \$5,000,000, exclusive of interest and costs, and (c) none of the
13 exceptions under that subsection apply to this action.

14 45. This Court has personal jurisdiction over Defendant because it transacts business
15 in this State and District, has its principal place of business in this State, and because the tortious
16 conduct alleged in this Complaint occurred in, was directed to, and/or emanated from this State.

17 46. Venue is proper in this District under 28 U.S.C. § 1391 because Defendant
18 conducts business transactions in this District, and because the wrongful conduct giving rise to
19 this case occurred in, was directed to, and/or emanated from this District.

20 **FACTUAL ALLEGATIONS**

21 **I. Background on Roblox**

22 **A. Roblox's History**

23 47. Roblox is an online game creation system and platform, where users are able to
24 program their own games or play games created by other users.

25 48. The Roblox "metaverse" is an interactive 3D digital world that is entirely user
26 generated.

1 49. Development of Roblox began in 2003 by David Baszucki, the founder and a
2 former employee of Knowledge Revolution (acquired for \$20 million in January 1999 by MSC
3 Software Corp.), a company focused on educational physics and mechanical simulation
4 software.¹¹

5 50. Roblox was beta tested for several years and officially launched for computer play
6 on September 1, 2006.

7 51. Roblox released its platform for iOS on December 11, 2012, Android on July 16,
8 2014, Xbox on November 20, 2015, Meta Quest in September 2023, and PlayStation on October
9 10, 2023.

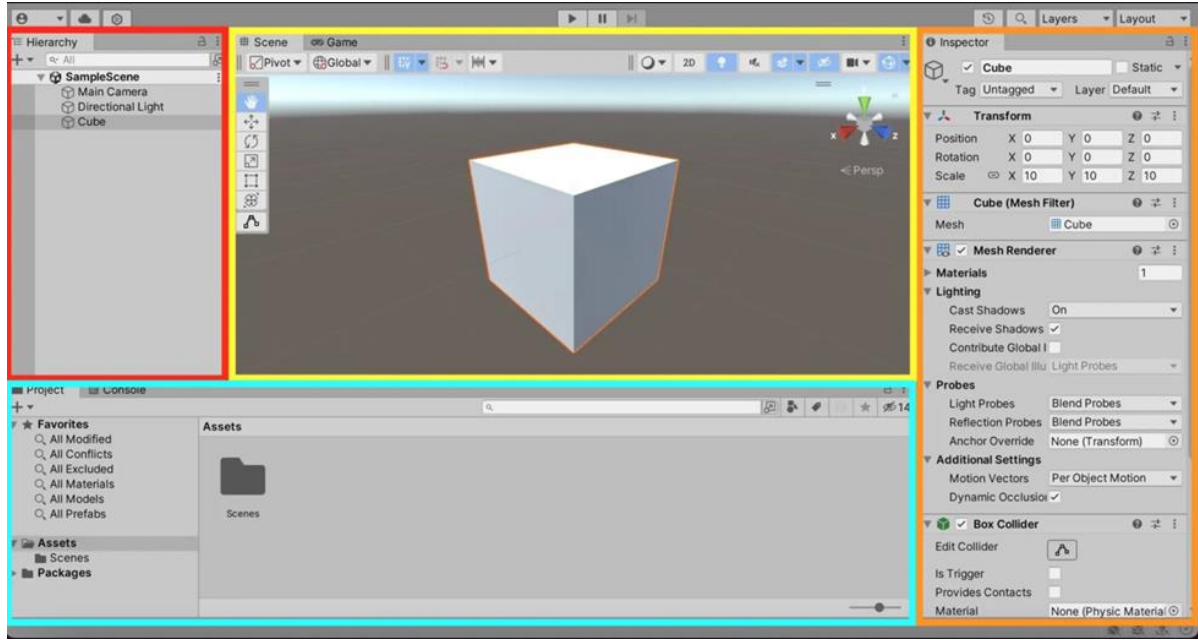
10 52. After its initial release, Roblox remained relatively small for several years but saw
11 exponential growth in the latter half of the 2010s. Roblox's growth was further accelerated by
12 the COVID-19 pandemic.

13 53. The Roblox platform consists of two primary layers: Roblox Client and Roblox
14 Studio.

15 54. Roblox Client functions more as a game and allows users to explore 3D digital
16 worlds as an avatar, which each user customizes with clothing, gear, animations, simulated
17 gestures, emotes, and other objects.

18 55. Roblox Studio is a proprietary engine that functions as a toolkit for developers
19 and creators to build, publish, and operate the 3D games (called "experiences" by Roblox Corp.),
20 and content for Roblox Client.

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27 ¹¹ See generally, *Roblox Company Information*, ROBLOX, <https://en.help.roblox.com/hc/en-us/articles/203313370-Roblox-Company-Information#:~:text=Roblox%20was%20founded%20in%202004,and%20friends%20of%20the%20founders>. (last
28 visited Feb. 2, 2024).



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56. With Roblox Studio, users can not only design worlds and games, but also objects such as clothing, gear, and gestures, which they sell in a user-to-user marketplace.

57. The design of the Roblox platform was specifically intended to addict users—especially children—and encourage play for longer periods of time. For instance, Defendant Roblox utilizes psychologists and neuroscientists, as well as patented addictive features, to ensure Roblox users develop a compulsive need to keep using the platform.

58. Roblox profits, in part, by taking a commission from user-to-user transactions in the Marketplace or Avatar Shop, as well as offering its own proprietary content for purchase in these marketplaces.

59. Accordingly, getting kids addicted to Roblox ensures they play longer and spend more in the game—thereby increasing Roblox’s profits because of its addictive design.

60. Roblox conceals these dangerous addictive properties, while at the same time holding the platform out as a safe and educational for its users.

¹² Roblox for Unity Developers, ROBLOX CREATOR HUB, <https://create.roblox.com/docs/unity> (last visited Feb. 2, 2024).

1 61. In fact, Roblox has an entire portion of its website dedicated to “Education” and
2 educational content, including “free lesson plans and educational resources,” educational
3 experiences, and a “community fund” offering grants to education organizers and developers “to
4 help 100 million students learn with Roblox by 2030.”¹³

5 62. Roblox also claims its platform “is a safe space for meeting online friends,
6 chatting, and collaborating on creative projects,” but that it prohibits explicit or romantic
7 content.¹⁴

8 63. Nonetheless, Roblox made the National Center on Sexual Exploitation’s “Dirty
9 Dozen List” in 2023 due to the sexual abuse and exploitation children face on Roblox, as well as
10 the sexualized content and themes happening in the virtual Roblox world.¹⁵

11 64. With children under age 13 comprising the largest demographic of its users,
12 Roblox should be leading the industry in embracing high safety standards, but instead is putting
13 the burden onto parents and young children themselves to try to monitor a platform with more
14 than 40 million games.¹⁶

15 65. Ironically, Roblox also claims it has a zero-tolerance policy for predatory
16 behavior toward minors or exploiting children, when its entire platform is built on such
17 conduct.¹⁷

18 66. Consumers, however, only see the deceptive statements put out by Roblox and do
19 not learn the truth about the platform until it is too late.

20 67. By the time children or parents learn about the dangers associated with Roblox
21 and its unfair practices taking advantage of children, users are so addicted to the game they
22 cannot stop purchasing and spending Robux to continue gameplay.

23 ¹³ Education, ROBLOX, <https://education.roblox.com/> (last visited Feb. 15, 2024).

24 ¹⁴ Roblox Community Standards, ROBLOX, <https://en.help.roblox.com/hc/en-us/articles/203313410-Roblox-Community-Standards#:~:text=Roblox%20is%20a%20safe%20space,users%20in%20a%20romantic%20context>
25 (last visited Feb. 15, 2024).

26 ¹⁵ Roblox, NATIONAL CENTER ON SEXUAL EXPLOITATION, <https://endsexualexploitation.org/roblox/> (last visited Feb. 15, 2024).

27 ¹⁶ *See id.*

28 ¹⁷ *See* Roblox Community Standards, ROBLOX, <https://en.help.roblox.com/hc/en-us/articles/203313410-Roblox-Community-Standards#:~:text=Roblox%20is%20a%20safe%20space,users%20in%20a%20romantic%20context>
(last visited Feb. 15, 2024).

1 **B. Roblox’s User Demographic**

2 68. Roblox currently has over 300 million monthly active users, and 71.5 million
3 daily active users.¹⁸

4 69. Of all Roblox users, 9.5 million are active developers.¹⁹

5 70. Nearly half of all daily active Roblox users are under the age of 13.²⁰

6 71. Only 17% of all Roblox users are over age 25.²¹

7 72. It is estimated that more than half of all children in the U.S. under the age of 16
8 are active on Roblox and Roblox itself claims that more than 75% of the kids aged 9-12 in the
9 United States use Roblox monthly.²²

10 73. Roblox is very aware of the age of its userbase. When creating a Roblox account,
11 the user must first enter their birthday.

12 74. Unlike several internet services, at no point during the account creation process
13 does Roblox warn minors that they should obtain parental permission before creating an account.

14 75. Nor does Roblox take any additional steps to ensure that a minor has read the
15 applicable terms of service.

16 76. Further, Roblox is aware of the amount of time children are spending on its
17 platform; according to a study conducted by Roblox, 52% of teens said they spend the same or
18 more time with real-life friends via Roblox and other online game and voice/chat programs than
19 in person.²³

20 77. A total of 20 million games, or “experiences,” a year are produced using Roblox
21 Studio.

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23 ¹⁸ Brian Dean, *Roblox User and Growth Stats You Need to Know*, BACKLINKO (Jan. 17, 2024),
24 <https://backlinko.com/roblox-users>; ROBLOX, <https://corp.roblox.com/> (last visited Feb. 15, 2024).

25 ¹⁹ Brian Dean, *Roblox User and Growth Stats You Need to Know*, BACKLINKO (Jan. 17, 2024),
26 <https://backlinko.com/roblox-users>.

27 ²⁰ *Id.*

28 ²¹ *Id.*

²² Roblox, *Founder & CEO David Baszucki Keynote | RDC 2020*, YOUTUBE (July 31, 2020),
https://youtu.be/G00GICJc0mU?si=HrPbKN9_RY4OkABQ&t=225.

²³ *62% of Teens on Roblox Say Online Conversations with Real-Life Friends Are Top Pandemic Priority*, ROBLOX
(JUNE 29, 2020) <https://CORPORATE.ROBLOX.COM/2020/06/62-TEENS-ROBLOX-SAY-ONLINE-CONVERSATIONS-REAL-LIFE-FRIENDS-TOP-PANDEMIC-PRIORITY/>.

1 78. Most of these games are developed by minors.

2 **II. Roblox’s Virtual Economy**

3 **A. Robux and Transactions on Roblox**

4 79. Roblox is free for users to play but offers several features available for in-game
5 purchase, with its virtual currency, Robux.

6 80. Roblox describes itself as a virtual economy, touting: “A virtual economy
7 generally exists within a virtual or digital world where users can perform economic activities and
8 transactions in exchange for virtual or real assets. It involves the exchange of virtual goods,
9 services, and currencies that can only be used within the virtual environment or for real
10 economic benefit.”²⁴

11 81. In fact, Roblox is one of the largest virtual economies in the world.²⁵

12 82. Robux are the foundation of the entire Roblox economy.

13 83. Roblox states in its March 2022 Quarterly Report that “[w]e generate
14 substantially all of our revenue through the sales of our virtual currency, ‘Robux,’ which players
15 can use to purchase virtual items sold by our developer and creator community on the
16 platform.”²⁶

17 84. Robux are neither a cryptocurrency nor a hard currency, but are a form of digital
18 currency strictly limited to Roblox’s platform.

19 85. This means Robux are not transferrable off-platform, and transactions on Roblox
20 are not publicly recorded on a ledger or on a blockchain.

21 86. Nonetheless, Roblox knows and keeps track of all intra-site transactions involving
22 Robux.

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26 ²⁴ *Earning on Roblox*, ROBLOX CREATOR HUB, <https://create.roblox.com/docs/production/earning-on-roblox> (last visited Feb. 2, 2024).

27 ²⁵ *Id.*

28 ²⁶ Roblox Corp., Quarterly Report (Form 10-Q), at 59 (Mar. 31, 2022), available at <https://www.sec.gov/ixviewer/ix.html?doc=/Archives/edgar/data/0001315098/000131509822000084/rblx-20220331.htm>.

1 87. In 2022, there were more than 3.2 billion virtual transactions and another 900
2 million during the first quarter of 2023.²⁷

3 88. In fact, by 2022, Roblox’s GDP had grown to become as large as that of some
4 countries.²⁸

5 89. Roblox profits every time Robux is involved in a transaction. Thus, if Roblox
6 sells an item directly to a user, Roblox pockets the entirety of that amount. Roblox also takes a
7 cut from user-to-user sales. The amount of this “commission” has varied over time and has
8 ranged between 30% (the present value) and 90%.

9 90. Although they are digital currency, Robux have actual monetary value. When
10 purchasing Robux, one Robux is equal to 0.0125 USD.²⁹

11 91. Users can purchase Robux on Roblox or their gaming platform at any time using a
12 credit or debit card.

13 92. Users can also purchase Robux gift cards at several retailers nationwide.

14 93. After purchase, these Robux must be input or downloaded into a users’s Roblox
15 account to be usable in the platform.

16 94. Roblox sells 400 Robux for \$4.99 USD, 1,700 Robux for \$19.99 USD, and
17 10,000 Robux for \$99.99.³⁰

18 95. In the first nine months of 2023, consumers purchased \$2.39 billion worth of
19 Robux.³¹

20 96. Additionally, Roblox users may subscribe to a payment plan to receive a monthly
21 allowance of Robux, at the price of \$4.99 to \$19.99 per month.

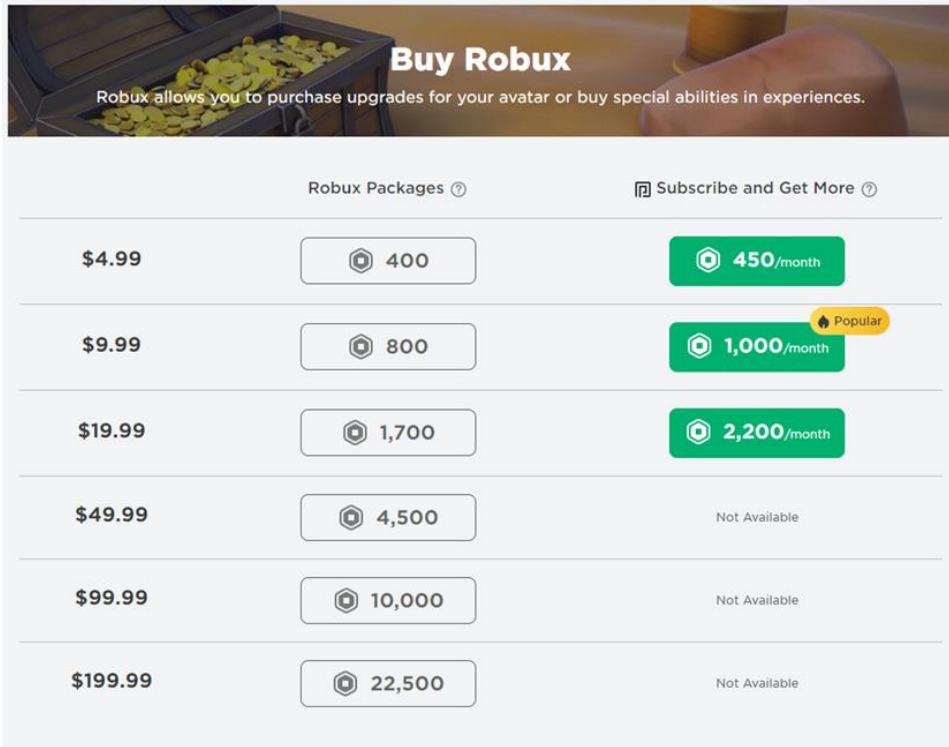
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25 ²⁷ Enrico D’Angelo, *Our Vision for the Roblox Economy*, ROBLOX (JULY 18, 2023),
<https://blog.roblox.com/2023/07/vision-roblox-economy/>.

26 ²⁸ *Id.*

27 ²⁹ ROBUX TO USD, <https://robuxtousd.com/> (last visited Feb. 2, 2024).

28 ³⁰ *Buy Robux*, ROBLOX, <https://www.roblox.com/upgrades/robux> (last visited Feb. 2, 2024).

³¹ Brian Dean, *Roblox User and Growth Stats You Need to Know*, BACKLINKO (Jan. 17, 2024),
<https://backlinko.com/roblox-users>.



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97. All purchases and transactions on Roblox’s gaming platforms are executed using Robux.

98. Since 2013, Robux can be exchanged for real USD, albeit with substantial limitations.

99. In 2013, Roblox implemented the Developer Exchange Program (“DevEx Program”), through which developers on the platform may exchange Robux for real world currencies.

100. According to Roblox:

The Roblox Developer Exchange Program (also known as DevEx) is a program that allows Roblox creators to exchange their Earned Robux for real money. While any creator can use Roblox Studio to learn to code, create experiences or items to enjoy with their friends, and even earn some Robux, only successful creators will be able to meet the high requirements...to earn money through DevEx. Reaching this level of success typically requires a lot of time, effort, skill, and strategy. Even then, there is no guarantee of earning money.³³

³² *Id.*

³³ *Developer Exchange (DevEx) FAQs*, ROBLOX, <https://en.help.roblox.com/hc/en-us/articles/203314100-Developer-Exchange-DevEx-FAQs> (last visited Feb. 2, 2024).

1 101. In order to exchange Robux for cash, Roblox requires developers to join the
2 Developer Exchange Program.

3 102. In doing so, Roblox retains control over the way those developers utilize and
4 interact with the Roblox ecosystem, and Roblox can more easily monitor Robux exchanges.

5 103. The advent of the Developer Exchange Program attracted an enormous number of
6 users to the platform in search of riches in exchange for developing experiences and/or items on
7 Roblox; however the developers, who are often young children, are given only a meager share of
8 24.5% of their game’s earnings.³⁴

9 104. Moreover, not all individuals who have a Roblox account can exchange their
10 Robux for real USD, so proceeds from certain transactions on Roblox are not permitted to be
11 converted to USD.

12 105. Any user can earn Robux on Roblox, but “users, unlike creators, cannot convert
13 in-experience virtual currency for real-world currency on Roblox.”³⁵

14 106. According to Roblox, “[c]reators do have the ability to convert (if, for example,
15 they earn Robux via an experience they create) but Robux acquired from trading or reselling
16 virtual items is not eligible to be converted.”³⁶

17 107. Overall, even if you are a part of the DevEx program, conversion from Robux to
18 USD is not guaranteed.

19 108. For an individual with a Roblox account to convert from Robux to USD, he or she
20 must have “at least 30,000 *earned* Robux in [their] account,”³⁷ or the equivalent of \$105 USD
21 based on the conversion rate of one Robux equaling \$0.0035 USD.

22 109. This is a significantly higher threshold than other gaming platforms.
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26 ³⁴ *Earning on Roblox*, ROBLOX CREATOR HUB, <https://create.roblox.com/docs/production/earning-on-roblox> (last
27 visited Feb. 2, 2024).

28 ³⁵ *Id.*

³⁶ *Id.*

³⁷ *Id.*

1 110. Additionally, even if you have at least 30,000 earned Robux in your Roblox
2 account, there is still no guarantee you can convert Robux to USD; this 30,000 Robux threshold
3 only makes a user eligible to transfer Robux to USD.³⁸

4 111. Other limitations exist on a user’s ability to transfer Robux.

5 112. For instance, users must be at least 13 years of age or older to join the DevEx
6 Program.³⁹

7 113. Accordingly, while a user younger than 13 “can use Roblox Studio to learn to
8 code, create experiences or items to enjoy with their friends, and even earn some Robux,” they
9 will not be able to convert their earned Robux to cash—regardless of the amount they earn.⁴⁰

10 114. Given that half of Roblox users are under age 13, Roblox thus avoids paying real
11 money to these users.”⁴¹

12 115. Additionally, to join the DevEx program and convert Robux to USD, a user must
13 also, *inter alia*, have a Roblox-verified email address; a DevEx portal account; an IRS form W-9
14 or W-8 on file with Roblox; and comply with “Ongoing Service Requirements for Developers.”⁴²

15 116. The Ongoing Service Requirements for Developers require developers to provide
16 on-going services to Roblox, basically in exchange for being allowed to be paid USD for their
17 work..⁴³

18 117. These hurdles are extremely high and effectively serve as a barrier for most users
19 to convert their Robux to USD.

20 118. Many developers never end up being able to cash out their payments; Roblox then
21 keeps that money in developer profits inside its system.

22
23
24 ³⁸ *Id.* (“[W]hen you have at least 30,000 earned Robux in your account, you *may* be eligible to exchange your earned
Robux for real currency using the Developer Exchange program.” (emphasis added)).

25 ³⁹ *Developer Exchange (DevEx) FAQs*, ROBLOX, https://en.help.roblox.com/hc/en-us/articles/203314100-Developer-Exchange-DevEx-FAQs#h_01FTN4PJV8AS4JHD2YHS363TDE (last visited Feb. 2, 2024).

26 ⁴⁰ *See id.*

27 ⁴¹ Brian Dean, *Roblox User and Growth Stats You Need to Know*, BACKLINKO (Jan. 17, 2024),
<https://backlinko.com/roblox-users>.

28 ⁴² *Developer Exchange (DevEx) FAQs*, ROBLOX, https://en.help.roblox.com/hc/en-us/articles/203314100-Developer-Exchange-DevEx-FAQs#h_01FTN4PJV8AS4JHD2YHS363TDE (last visited Feb. 2, 2024).

⁴³ *Id.*

1 119. In December of 2022, nearly 4.2 million developers and creators earned virtual
2 currency on Roblox. Of these, only 11,000 qualified to exchange Robux for USD and only 8,800
3 developers actually did so.⁴⁴

4 120. Meanwhile, Roblox generated a revenue of \$2.2 billion in 2022 – a 16% increase
5 from the prior year.⁴⁵

6 121. While on paper, Roblox developers receive 24.5% of their game sales in Robux,
7 Roblox reports that it only pays out \$0.17 on every dollar earned.⁴⁶

8 122. By keeping its purported profits to developers within its system, Roblox continues
9 to profit from every transaction made with these purported profits.

10 123. Worse, Roblox fails to adequately secure and protect developers' Robux on the
11 platform and this unregulated nature has made Roblox a gaming platform rampant with scams
12 and exploitation.

13 124. For example, children can have thousands of dollars of Robux stolen from their
14 accounts through these extensive scams and fraudulent actions.

15 125. This lack of regulation has made its young users especially susceptible to lose
16 what little Robux they have earned from working tirelessly on creating goods and performing
17 services for games.

18 126. Because every transaction on Roblox (whether between a buyer and Roblox, or
19 between two users) results in Robux being removed from the game's economy (through
20 payments, commissions, or fees paid to Roblox), Roblox continually maintains a high demand
21 for new Robux purchases. And because Robux is purchased using real-world cash, Roblox relies
22 on its virtual audience of children to pad its real-world pockets.

24 ⁴⁴ Brian Dean, *Roblox User and Growth Stats You Need to Know*, BACKLINKO (Jan. 17, 2024),
25 <https://backlinko.com/roblox-users>; David Baszucki, *2023 Year in Review – A Letter from our CEO*, ROBLOX (Dec.
21, 2023), <https://blog.roblox.com/2023/12/2023-year-review-letter-ceo/>.

26 ⁴⁵ *Roblox Reports Fourth Quarter and Full Year 2022 Financial Results*, ROBLOX (Feb. 15, 2023),
27 [https://ir.roblox.com/news/news-details/2023/Roblox-Reports-Fourth-Quarter-and-Full-Year-2022-Financial-
Results/default.aspx](https://ir.roblox.com/news/news-details/2023/Roblox-Reports-Fourth-Quarter-and-Full-Year-2022-Financial-Results/default.aspx).

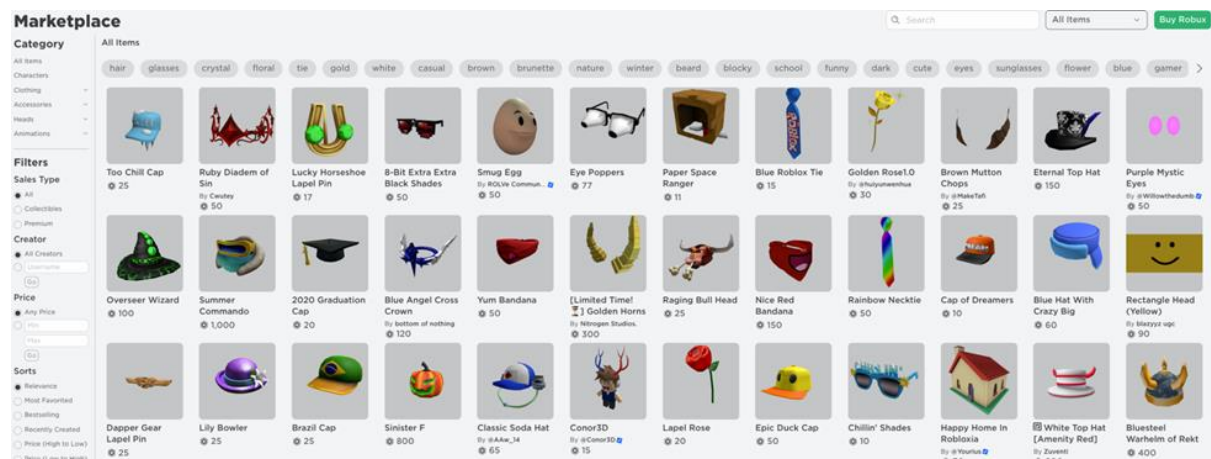
28 ⁴⁶ Roblox Corp., Registration Statement (Form S-1), at 86 (Nov. 19, 2020), available at
<https://d18rn0p25nwr6d.cloudfront.net/CIK-0001315098/5eb88cd0-1cb4-4270-9110-685928fd0f9b.pdf>.

B. Including Robux in Game Design

127. When utilizing Roblox Studio to create “experiences” for Roblox Client, users can create purchasable content for other users to buy.

128. This content can either be purchased through “passes,” which charge a one-time fee to access special privileges such as entry to a restricted area or an in-experience avatar item, or through microtransactions, which can be purchased more than once.

129. Indeed, in order for Roblox to make a profit, it encourages its young users to create clothing items and accessories for avatars and then sell those creations to other users on its user-to-user Marketplace or Avatar Shop.



130. The main Roblox user interface displays a user’s customized avatar character along with a link to “customize” the character and a “shop” where new items can be purchased.

131. Items range in price from a few Robux up to several million Robux for certain items that are rare or limited-edition.

132. Users often purchase Robux to buy specific items in the Marketplace or Avatar Shop—many of which were developed and listed for sale by minors.

133. Roblox has an entire section in its online support guide titled “Creating, Buying, and Selling Avatar Items” that outlines how to create, upload and sell these items.⁴⁷

⁴⁷ *The Marketplace*, ROBLOX, <https://en.help.roblox.com/hc/en-us/articles/203313300-The-Marketplace> (last visited Feb. 2, 2024).

1 134. To ensure that it can profit from every sale of a child’s labored creation, Roblox
2 clearly notes “[c]lothing items can’t be sold for free” and provides price floors for items.⁴⁹

3 135. Roblox also has an entire section on Monetization,⁵⁰ including a section on
4 “Passes,” detailing how to create passes within an experience.⁵¹

5 136. All purchases must be made using Robux, and developers are paid in Robux—but
6 Roblox Corp. takes a 30% cut from each and every sale, as detailed above.

7 137. Worse, Roblox does not merely profit from the sale of a child’s creation, it
8 charges users “upload” or “selling” fees to upload the creation to the Marketplace and Avatar
9 Shop in the first place.

10 138. Roblox charges an upload fee of 750 Robux for each accessory or clothing
11 submission, and this fee is non-refundable, even if a submission is ultimately rejected and never
12 listed on the marketplace.⁵²

13 139. Roblox thus profits off the user’s labor even when the user cannot.

14 140. When sellers sell items on the Platform, their earned Robux can be converted
15 back into real-world currency via the DevEx Program, as described above, or it can be
16 maintained on the platform and used to reinvest in developer tools, promotions, or other
17 purchases on the platform.

18 141. One tool Roblox offered for developers is an accelerator program: a 12-week
19 course to educate its users on using the platform. But this course and their tools focused on how
20 to make better games on the specific Roblox platform, not on the interpersonal or business
21 challenges required to manage success creative teams and developer projects.

22
23 ⁴⁸ *Creating, Buying, and Selling Avatar Items*, ROBLOX, <https://en.help.roblox.com/hc/en-us/sections/200866150-Creating-Buying-and-Selling-Avatar-Items> (last visited Feb. 2, 2024).

24 ⁴⁹ *Creating and Selling Clothing*, ROBLOX, <https://en.help.roblox.com/hc/en-us/articles/203313180-Creating-and-Selling-Clothing#:~:text=Clothing%20items%20can't%20be,See%20Classic%20Clothing%20fees> (last visited Feb.
25 2, 2024).

26 ⁵⁰ *Monetization*, ROBLOX CREATOR HUB, <https://create.roblox.com/docs/production/monetization> (last visited Feb. 2,
2024).

27 ⁵¹ *Passes*, ROBLOX CREATOR HUB, <https://create.roblox.com/docs/production/monetization/game-passes> (last visited
Feb. 2, 2024).

28 ⁵² *Marketplace Fees and Commissions*, ROBLOX CREATOR HUB, <https://create.roblox.com/docs/art/marketplace/marketplace-fees-and-commissions> (last visited Feb. 2, 2024).

1 142. Further, while Roblox’s intuitive development tools do not require advance skills,
2 they also do not foster the development of any transferrable skills. Roblox does not allow game
3 makers to export their games or use its tools to create any games outside of its platform.

4 143. Through these tools, training programs, and its platform, Roblox fosters a closed
5 economy for its users and developers.

6 144. Moreover, while Roblox provides free software and tools to create experiences on
7 its platform, and hosts these experiences for free, it does not provide free advertising or a free
8 way for young game makers to promote the games they make.

9 145. Instead, Roblox set up another profit stream for itself by requiring users to bid
10 with their Robux in an auction to gain advertisement for their games.⁵³

11 146. Roblox does not allow users to browse games outside of its curated list of most
12 popular games. So, to actually profit as Roblox advertises, young game makers must seek out
13 third parties or influencers to promote their games or convert real money to Robux and pay
14 Roblox before their game can be advertised to other users. Roblox profits from these advertising
15 bids irrespective of whether the child earns anything.

16 **C. Roblox’s Child Labor Market**

17 147. In addition to paying users a small percentage for the experiences and content
18 they design and publish, Roblox also hosts its own labor market, allowing users to be “hired” by
19 other users to work on their experiences and content.

20 148. Roblox’s on-site labor market includes job postings for its users to earn Robux
21 and work on game development projects with other users. Roblox’s labor market is called the
22 “Talent Hub,” which, according to Roblox, “is a place where creators can find other people to
23 work with, hire someone for their team, or search for jobs related to their skills.”⁵⁴

24
25
26 ⁵³ *User Advertisements*, ROBLOX CREATOR HUB, [https://create.roblox.com/docs/production/promotion/user-](https://create.roblox.com/docs/production/promotion/user-advertisements)
[advertisements](https://create.roblox.com/docs/production/promotion/user-advertisements) (last visited Feb. 2, 2024).

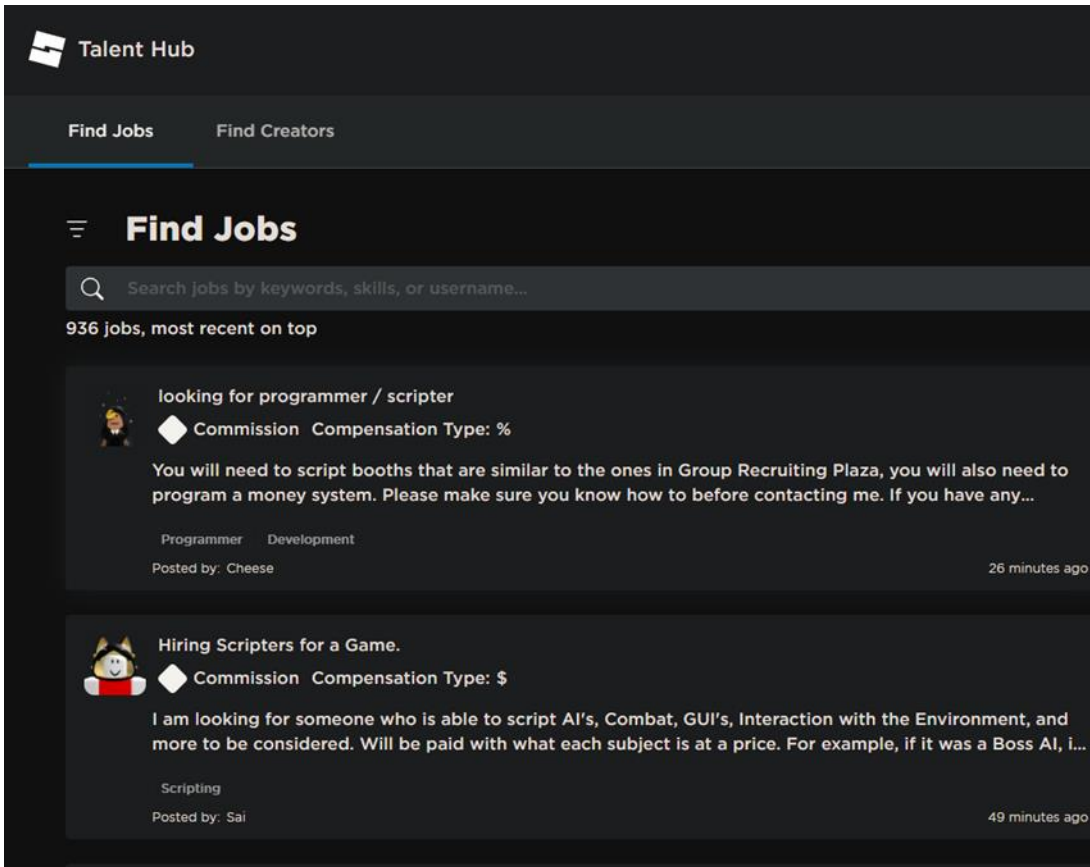
27 ⁵⁴ *Parental guidance on Talent Hub*, ROBLOX, [https://en.help.roblox.com/hc/en-us/articles/4404630280980-Parental-](https://en.help.roblox.com/hc/en-us/articles/4404630280980-Parental-guidance-on-Talent-Hub#:~:text=Talent%20Hub%20is%20a%20place.jobs%20related%20to%20their%20skills)
[guidance-on-Talent-Hub#:~:text=Talent%20Hub%20is%20a%20place.jobs%20related%20to%20their%20skills](https://en.help.roblox.com/hc/en-us/articles/4404630280980-Parental-guidance-on-Talent-Hub#:~:text=Talent%20Hub%20is%20a%20place.jobs%20related%20to%20their%20skills).
28 (last visited Feb. 2, 2024).

1 149. Furthermore, on the Talent Hub, “[p]rofiles will show a person’s Roblox
 2 username and avatar, their skill set, and if they’re open for work. Much like a normal resume,
 3 users can also link to their previous creations and share their education and relevant training and
 4 any other important information.”⁵⁵

5 150. Roblox’s Talent Hub is a labor market conducive to child labor exploitation.

6 151. The Talent Hub is a job board similar to Indeed, but exclusively for Roblox
 7 users—who are mostly children—to work on Roblox game development.

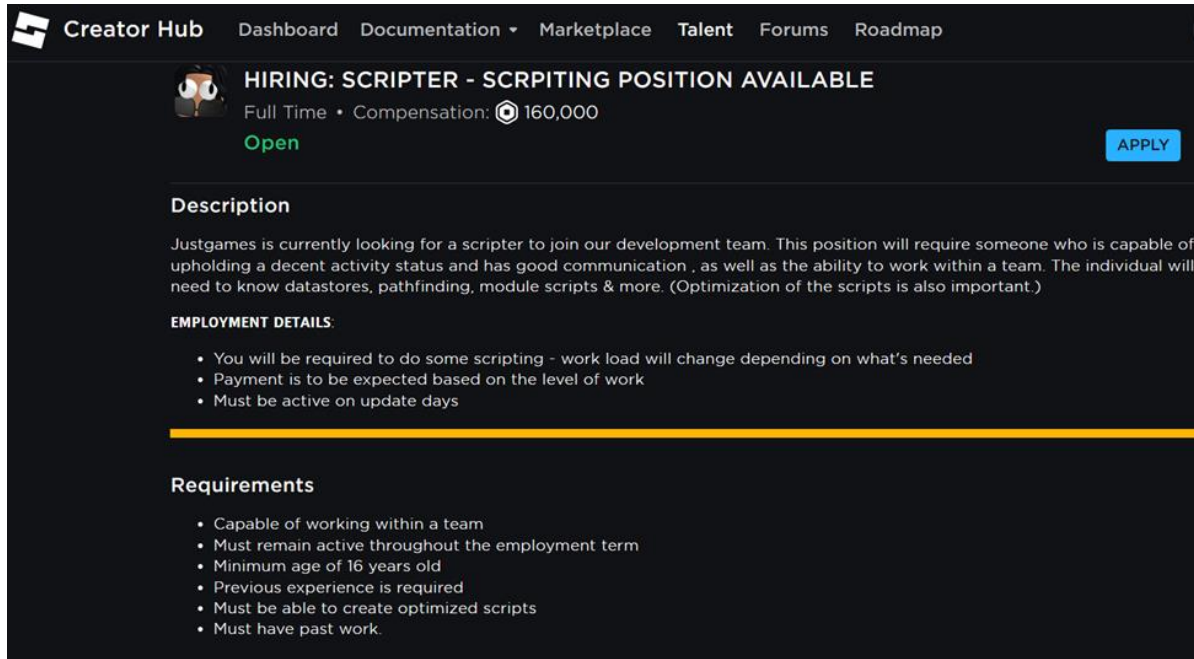
8 152. Posts can also be filtered by different aspects, including full- or part-time work.
 9 Several full-time posts included on the platform expressly state they will hire minors.



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 27 ⁵⁵ *Id.*

28 ⁵⁶ *See, e.g.*, ROBLOX TALENT HUB, <https://create.roblox.com/talent/search/jobs?verifiedOnly=false&page=1> (last visited Feb. 2, 2024).



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153. Roblox attempts to distance itself from taking any responsibility for exploitation on Talent Hub and instead tries to put the onus on parents to monitor their child’s labor activities on Talent Hub.

154. However, Roblox tacitly endorses children on its Talent Hub, stating, “we always encourage parents and guardians to talk with their kids and teens about their online activities—both in and outside of Roblox. Understanding how they use Talent Hub is an important part of that conversation. Plus, it’s a great way for them to show you their creations!”⁵⁸

155. Some developers reach out to users outside of the Talent Hub, as well, to hire users for certain development work.

III. Profiting from Child Exploitation

A. False Promises to Profit

156. Roblox’s design, with its user generated content, overwhelming minor population, and payment for experience creation, has created and fostered a system of child exploitation.

⁵⁷ See, e.g., *id.*

⁵⁸ *Id.*

1 157. With the initial release of Roblox in 2006, users were not able to earn money on
2 the platform. Roblox was built as a playful method of teaching children the beginning elements
3 of game making.

4 158. The premise was essentially that children would come together and make games
5 for other children to play.

6 159. In the initial years that followed, there was little incentive or encouragement for
7 children to make money from their games.

8 160. Importantly, children are not just playing Roblox games, they are developing,
9 producing, and “selling” these games through Roblox Studio.

10 161. As described above, when users—primarily children—are developers on the
11 platform, they can earn Robux for the content they develop, and/or can utilize the Talent Hub to
12 find job postings to earn money from their development in assisting others.

13 162. There are no age limitations on users’ ability to earn funds for their developments
14 on the platform.

15 163. One Roblox developer forum discussing age limit concerns on commissioned
16 work specifically noted that age limit does not matter to obtain Robux as payment.

17 164. Further, several job postings indicate that they accept developers as young as
18 13—even advertising full-time jobs to minors.

19 165. There are however, age restrictions on the ability to convert the Robux earned to
20 USD.⁵⁹

21 166. With the knowledge that its platform was being utilized as a way for users to
22 make money, Roblox changed strategy and began to build itself as a marketplace.

23 167. Roblox specifically advertised itself as a way for young game-makers to make
24 money, adopting the slogan, “Make Anything. Reach Millions. Earn Serious Cash.”
25

26
27 ⁵⁹ *Developer Exchange (DevEx) FAQs*, ROBLOX, https://en.help.roblox.com/hc/en-us/articles/203314100-Developer-Exchange-DevEx-FAQs#h_01FTN4PJV8AS4JHD2YHS363TDE (last visited Feb. 2, 2024).



<p>Make Anything</p> <p>Roblox Studio lets you create anything and release with one click to smartphones, tablets, desktops, consoles, and virtual reality devices</p>	<p>Reach Millions of Players</p> <p>Connect with a massive audience by tapping into an incredibly enthusiastic and international community of over 50 million monthly players</p>	<p>Earn Serious Cash</p> <p>Creators like you are getting paid for what they love to do. Our top developers are earning over \$2M a year by providing in-experience purchases</p>
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10 168. Roblox is fully aware that its platform is marketed to children and that most of its
11 users are minors.

12 169. Thus, Roblox is fully aware that children would read and rely on its
13 advertisements promising serious cash and begin utilizing the platform more in hopes of making
14 that cash.

15 170. In turn, those purchasing Robux for children are also relying on Roblox’s
16 advertisements promising growth for children and educational opportunities.

17 171. The increase in use and increase in marketplace transactions by children under the
18 pretense of being able to make “serious cash” has allowed Roblox to profit exponentially off the
19 work and exploitation of children across the United States for years.

20 172. Roblox has also used “Build your own games and make tons of money!” as
21 another advertising method, which entices developer groups and third-party companies to hire
22 children who use Roblox to create games for their own profit. These groups reach out to children
23 directly on the Roblox platform offering job opportunities, and Roblox, meanwhile, fails to
24 meaningfully monitor any of these groups.

25 173. Furthermore, despite promoting the platform to make “serious cash” or “tons of
26 money,” Roblox makes it difficult to cash out Robux for real money, as described above.

27 _____

28 ⁶⁰ Former landing page on ROBLOX CREATOR HUB, <http://www.roblox.com/create>.

1 174. Because Roblox “buys” Robux from its developers during conversion at
2 astonishingly lower rates than it sells them, it also disincentivizes young users from taking their
3 earnings off the Roblox platform.

4 175. For example, buying 100,000 Robux costs a consumer approximately \$1,000, but
5 if a user makes 100,000 Robux from their game, that only translates to approximately \$350 for
6 their bank account.

7 176. Despite its promise for children to make serious cash, Roblox knows that few of
8 its games ever earn major income for developers.

9 177. For instance, in 2023, Roblox had over 5.5 million active experiences. Of these
10 experiences, only 11,000 developers earned enough Robux to qualify for conversion (30,000
11 Robux, or \$105 USD).⁶¹

12 178. Nonetheless, when worlds, games, or items are created and published on Roblox,
13 Roblox takes a 75.5% cut of the earnings.⁶²

14 179. Thus, Roblox’s advertising that developing games on its platform is a serious
15 money-making opportunity is false and merely a way to drive more users to their platform who
16 buy more Robux, and to entice children under false pretenses to build experiences from which
17 Roblox can profit.

18 180. In fact, every purchase of Robux benefits the Roblox platform and is tied to the
19 exploitation of children and their labor.

20 181. Further, Roblox pays its child developers much less than other traditional gaming
21 platforms; for instance, PC gaming platform Steam pays developers 70%, while Epic Games
22 gives developers 88% of their earnings.

23 182. A key difference between Roblox and these other gaming platforms is that games
24 developed on Roblox are constructed primarily by children.

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27 ⁶¹ See Brian Dean, *Roblox User and Growth Stats You Need to Know*, BACKLINKO (Jan. 17, 2024),
<https://backlinko.com/roblox-users>.

28 ⁶² *Earning on Roblox*, ROBLOX CREATOR HUB, <https://create.roblox.com/docs/production/earning-on-roblox> (last
visited Feb. 2, 2024).

1 183. Roblox is aware of this fact and knows that it is incredibly easy to take advantage
2 of the minor developers on their platform.

3 ***B. User Experiences on Roblox***

4 184. Most of the currently popular games are made by whole teams of users who
5 create games and continuously roll out updates to keep users playing.

6 185. Roblox makes it difficult for new games to explode on the “up and coming” or
7 “most popular” pages it curates, so young developers looking to profit, as Roblox promised,
8 often look for teams to join.

9 186. Some teams actively reach out to children who display skill and knowledge of
10 Roblox’s creative tools.

11 187. These Roblox-associated teams are unregulated virtual communities that allow for
12 the exploitation of child members by making it easy to lie to children, making children work for
13 free, making children work for managers or bosses with zero experience in managing a team, and
14 exposing children to multiple types of abuse and harassment.

15 188. There is no support for these exploited children, no “HR” department for users,
16 and complaints on the Roblox forums are often flagged as harassment.

17 189. Roblox also includes communication features that enable teams to organize their
18 work, and Roblox purports to moderate these messages and check for abusive language.

19 190. However, developers can also use third-party chatrooms, such as Discord, to
20 organize their Roblox projects. These platforms often lead to unchecked predatory behavior.

21 191. Roblox’s business model succeeds on these lucrative predatory behaviors.

22 192. Roblox is aware of the common use of these forums and unregulated virtual
23 communities used to develop its games, but it turns a blind eye by making it difficult to
24 communicate on its own platform.

25 193. Roblox is thus essentially trying to bury its head in the sand so it can profit from
26 the child exploitation without having to answer for it.

1 194. Some young Roblox users began detailing their experiences with abuse and
2 exploitation online, and several news outlets have recently published stories interviewing some
3 of these young users about the exploitation and abuse they experienced as game makers,
4 developers, and programmers on the Roblox platform. Thus, Roblox is aware of the exploitation
5 and abuse of children through its platform and has continued to choose to profit from the child
6 labor and exploitation.

7 195. One child began using Roblox at just 10 years old. She even built her first game
8 on Roblox at age 10, and as she became more proficient with the Roblox software and tools, she
9 garnered the attention of some other experienced Roblox users. These experienced users reached
10 out to her on the Roblox platform and invited her to join a game-developer group, promising her
11 10% of any future profits their game made. She never thought to ask for any kind of formal
12 contract and began contributing art, design, and programming to the game.⁶³

13 196. Within a few months, the game she was working on became one of the most
14 played games on Roblox. For two years, she “saw herself as a partner in the venture, where her
15 skills proved invaluable. ‘I contributed basically everything to the project – animations, sounds,
16 3D modeling, level design and programming.’” She calculated that she was on course to make
17 approximately \$300,000 in one year and cancelled her plans to go to college.⁶⁴

18 197. Despite her being involved as a minor in a Roblox project making more than \$2
19 million, Roblox never reached out to offer support, guidance, advice, or even a formal contract.⁶⁵

20 198. The profits from her project were distributed into an account owned by the other
21 developers who unilaterally decided how to distribute those profits. As the profits scaled, the
22 account holders scheduled a call to announce that the young game-makers would now be
23 independent contractors with a fixed salary, a move that resulted in a nearly 40% pay cut.⁶⁶

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26 ⁶³ See Simon Parkin, *The trouble with Roblox, the video game empire built on child labour*, THE GUARDIAN (Jan. 9,
2022), <https://www.theguardian.com/games/2022/jan/09/the-trouble-with-roblox-the-video-game-empire-built-on-child-labour>.

27 ⁶⁴ *Id.*

28 ⁶⁵ *Id.*

⁶⁶ *Id.*

1 199. She quit after this announcement in 2018 and “watched from a distance as, in the
2 months that followed, Roblox promoted the game as an example of self-made success on the
3 platform.” There was no one at Roblox to whom she could reach out concerning this
4 exploitation; “Roblox’s forums would have flagged any post [she] made about the situation as
5 harassment. And, as [she] wanted to keep making games on Roblox, [she] was aware of the
6 reputational risk associated with speaking out against people who were well regarded within the
7 developer community.”⁶⁷

8 200. Another user joined Roblox when he was just six years old. He began using the
9 creative tools Roblox offered and was eventually approached by a 24-year-old game creator with
10 an offer to work as a programmer on one of his favorite games, *Sonic Eclipse Online*, when he
11 was 12 years old. The young user was eager for the chance to work on one of his favorite
12 games.⁶⁸

13 201. Although initially excited, he was encouraged by the team’s leader to work long
14 hours to improve the game or else be replaced. Eventually, this took a toll on his mental health.
15 Though the user continually tried to find ways to improve the project, his team members always
16 wanted more out of him. “I became incredibly burned out . . . The pressure caused me to break,”
17 he explained when discussing his work on the project between the ages of 12 and 14. He went on
18 to say, “I didn’t reach out to Roblox themselves about it, because even then I knew how
19 unhelpful they were for their developers. Things like developer credit and fair pay just aren’t
20 their problems to deal with, I guess.”⁶⁹

21 202. Another user also began playing Roblox when she was six years old. She also
22 became involved with *Sonic Eclipse Online* at the age of 12. When the game’s creator
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26 ⁶⁷ *Id.*

27 ⁶⁸ See Simon Parkin, *The trouble with Roblox, the video game empire built on child labour*, THE GUARDIAN (Jan. 9,
2022), <https://www.theguardian.com/games/2022/jan/09/the-trouble-with-roblox-the-video-game-empire-built-on-child-labour>.

28 ⁶⁹ *Id.*

1 approached her about joining the team, she likewise jumped at the chance to work on one of her
2 favorite games.⁷⁰

3 203. She joined the game’s Discord forum, common for many Roblox-associated
4 games, where the exploitation also turned sexual. The forum was run as a place to discuss
5 development of the project, but it also became an “internet hang out” of sorts. The creator started
6 a private message with her on the forum and began sending her updates on the progress of the
7 game, but he would intersperse these messages with innuendo and sexual jokes. He made
8 repeated jokes about raping her and sent her sexually explicit images. She was 12 years old at the
9 time, of which the game’s creator was aware. He would also send her free Robux. Other
10 members of the forum referred to her as the creator’s “underage sex doll.”⁷¹

11 204. Roblox told the young developer if she wanted to petition to have the game
12 removed or lodge any formal complaint, she would need a guardian to do so. She finally told her
13 mother about what had happened, and her mother filed a complaint.⁷²

14 205. Nonetheless, for several months after the complaint was filed, the *Sonic Eclipse*
15 *Online* game remained available and was only deleted after Sega demanded Roblox remove the
16 game for copyright infringement.⁷³

17 206. Roblox is aware of the abuse allegations and exploitation of children on its
18 platform, yet it created an additional hurdle for young developers to seek recourse for any
19 exploitation and abuse by refusing to allow them to lodge any kind of complaint.

20 207. Doing so allows Roblox to profit as long as possible from child exploitation.

21 208. At the same time, millions of children every day are exposed to unsafe conditions
22 just to engage with a platform that is marketed as a safe and educational space for young
23 children.

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26 ⁷⁰ *Id.*

27 ⁷¹ *Id.*

28 ⁷² *Id.*

⁷³ *Id.*

1 **IV. Consumers Care About Ethical Sourcing and Child Safety and Are Willing to Pay a**
2 **Price Premium for Ethically Sourced Products.**

3 209. Consumers today are sensitive to the human cost behind the products they buy
4 and care deeply about the kind of labor practices present in supply chains.

5 210. Many consumers are also willing to pay a price premium for products that make
6 certain social responsibility promises.

7 211. A recent McKinsey & Co. study analyzing U.S. sales data from 2017 to June
8 2022 bears out the effects of such growing consumer preference for responsibly produced goods.
9 The McKinsey study found that products with corporate responsibility advertising achieved
10 disproportionate growth in sales compares to analogous products that were marketed without
11 corporate responsibility claims. Put another way, McKinsey determined that products advertised
12 as responsibly produced saw a greater growth in sales than those that were not.⁷⁴

13 212. Because consumers like Plaintiffs and Class Members will pay more for products
14 that are ethically sourced, Defendant's false and misleading representations that its platform is
15 safe and educational for children are material misrepresentations that allow it to artificially
16 inflate its prices and unjustly swell its annual profits.

17 213. Defendant also omits from its advertising and product labeling any disclosure of
18 the prevalence of unethical worker-child treatment and exploitation on its platform. These
19 omissions are misleading and are material to consumer purchasing decisions.

20 214. Defendant's product would have commanded lower prices in the market absent
21 Defendant's misleading ethical claims and material omissions.

22 215. Many consumers, like Plaintiffs and Class Members, would not have purchased
23 Defendant's Robux if they believed Defendant was unethically sourcing its labor.

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27 ⁷⁴ *Consumers care about sustainability—and back it up with their wallets*, MCKINSEY & CO. (Feb. 6, 2023),
28 <https://www.mckinsey.com/industries/consumer-packaged-goods/our-insights/consumers-care-about-sustainability-and-back-it-up-with-their-wallets>.

1 216. Defendant’s false and misleading advertising has caused and continues to cause
2 consumers like Plaintiffs and Class Members injury in the form of economic loss because it
3 induces them to buy products they otherwise would not purchase.

4 **V. Plaintiffs’ Experiences**

5 217. Plaintiffs Raymond and Noel are parents of three children who currently play on
6 Roblox.

7 218. Plaintiffs’ children have been playing on Roblox for at least the prior two years.

8 219. Plaintiffs were unaware that the foundation of the Roblox platform is the
9 exploitation of children.

10 220. Instead, due to Roblox’s misrepresentations and omissions, Plaintiffs believed the
11 platform was safe and educational for their children to utilize and purchased Robux for them to
12 use on the platform.

13 221. Over the years their children have utilized the Roblox platform and because of the
14 misrepresentations of Roblox, Plaintiffs have spent approximately \$75 to \$150 dollars per month
15 on Robux for their children to spend in the gaming platform.

16 222. These funds were spent primarily through Xbox Live and/or the purchasing of
17 physical gift cards.⁷⁵

18 223. Plaintiffs would not have spent funds on Robux had they known that the Roblox
19 platform was founded on the exploitation of their children and other children, who make up the
20 platform’s user base.

21 224. Instead, Plaintiffs believed, as Roblox advertised, that the platform was safe and
22 educational for their children.

23 225. Now, Plaintiffs’ children continue playing Roblox and requesting funds for
24 Robux because they are addicted to the platform—just as Roblox intended.

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27 ⁷⁵ Plaintiffs and their children, however, have had several issues inputting the Robux gift card into their Roblox
28 accounts. Accordingly, they were unable to obtain the Robux they had paid for and have instead started paying for
Robux mainly through Xbox Live.

1 226. Plaintiffs will be unable to rely on Roblox’s advertising and labeling in the future
2 after discovering the true nature of exploitation occurring on the platform.

3 227. Alternatively, in the future, Plaintiffs may see Roblox advertising regarding the
4 safe and educational platform Roblox purports to be, and may believe the product has been
5 improved.

6 **CLASS ALLEGATIONS**

7 228. All the foregoing paragraphs are re-alleged as if fully set forth herein.

8 229. This action is maintainable as a class action pursuant to Rule 23 of the Federal
9 Rules of Civil Procedure.

10 230. Plaintiffs bring this action individually and on behalf of all others similar situated.
11 The proposed classes are defined as:

12 **Nationwide Class:** All consumers who purchased Robux, through any platform
13 or method of purchase, within the United States of America, during the applicable
14 limitations period.

15 **California Subclass:** All consumers in the State of California who purchased
16 Robux, through any platform or method of purchase, during the applicable
17 limitations period.

18 231. The Nationwide Class and California Sub-Class are collectively referred to herein
19 as the “Classes.” Members of the Nationwide Class and California Sub-Class are collectively
20 referred to herein as “Class Members”.

21 232. Excluded from the Classes are Defendant, its subsidiaries and affiliates, officers,
22 directors, the members of their immediate families, and any entity in which the Defendant has a
23 controlling interest, to include the legal representatives, heirs, successors, or assigns of any such
24 excluded party. Also excluded are the judicial officer(s) to whom this action is assigned, and the
25 members of their immediate families.

26 233. Plaintiffs reserve the right to modify or amend the definition of the proposed
27 Classes if necessary, before this Court determines whether certification is appropriate.

1 234. This case is properly brought as a class action under Fed. R. Civ. P. 23(b)(2) and
2 (b)(3) and all requirements are met for the reasons set forth in the following paragraphs.

3 235. **Numerosity.** The members of the Classes are so numerous that separate joinder of
4 each member is impracticable. Upon information and belief, and subject to discovery, the
5 Classes consist of many thousands of members, the identity of whom are within the exclusive
6 knowledge of Defendant and can be ascertained only by resorting to Defendant's records,
7 discovery, and other third-party sources.

8 236. On information and belief, Roblox sells its Robux throughout all of the United
9 States. Based on its nationwide reach, number of users, number of transactions, and number of
10 Robux being used on its platform, the members of the potential Class and Subclasses number in
11 the thousands, if not millions.

12 237. **Commonality.** There are numerous questions of law and fact common to the
13 Classes relating to Defendant's business practices challenged herein, and those common
14 questions predominate over any questions affecting only individual Class Members, including:

- 15 a. Whether Roblox's representation that its platform is safe and education for
16 children is false, misleading, or deceptive to consumers;
- 17 b. Whether Roblox omitted material information in advertising and
18 promoting its platform to incentivize consumers to purchase Robux;
- 19 c. Whether Defendant was unjustly enriched through its misrepresentations
20 and omissions; and
- 21 d. Whether Plaintiffs and Class Members have sustained damages with
22 respect to the common claims asserted, and if so, the proper measure of their
23 damages.

24 238. **Typicality.** Plaintiffs' claims are typical of the claims of the other Class Members
25 in that they arise out of the same wrongful business practices engaged in by Defendant, as
26 described herein.

1 239. **Adequacy of Representation.** Plaintiffs are an adequate representative of the
2 Classes because, like the Class Members, Plaintiffs, both individually and on behalf of their
3 minor children, have sustained damage because of Defendant’s uniform conduct. In addition:

4 a. Plaintiffs are committed to the vigorous prosecution of this action
5 individually and on behalf of all others similarly situated and have retained
6 competent counsel experienced in the prosecution of class actions and, in
7 particular, class actions on behalf of consumers involving the deceptive practices
8 of major corporations;

9 b. There is no hostility between Plaintiffs and the unnamed Class Members;

10 c. Plaintiffs anticipate no difficulty in the management of this litigation as a
11 class action; and

12 d. Plaintiffs’ legal counsel has the financial and legal resources to meet the
13 substantial costs and legal work associated with this type of litigation.

14 240. **Predominance.** The questions of law and fact common to the Classes as set forth
15 in the “commonality” allegation above predominate over any individual issues. As such, the
16 “commonality” allegations are restated and incorporated herein by reference.

17 241. **Superiority.** A class action is superior to other available methods and highly
18 desirable for the fair and efficient adjudication of this controversy. Since the amount of each
19 individual Class Member’s claim is very small relative to the complexity of the litigation and
20 since the financial resources of Defendant are significant, no Class Member could afford to seek
21 legal redress individually for the claims alleged herein. Therefore, absent a class action, the Class
22 Members will continue to suffer losses and Defendant’s misconduct will proceed without
23 remedy. In addition, even if Class Members themselves could afford such individual litigation,
24 the court system could not. Given the complex legal and factual issues involved, individualized
25 litigation would significantly increase the delay and expense to all parties and to the Court.
26 Individualized litigation would also create the potential for inconsistent or contradictory rulings.
27 By contrast, a class action presents far fewer management difficulties, allows claims to be heard
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1 which might otherwise go unheard because of the relative expense of bringing individual
2 lawsuits, and provides the benefits of adjudication, economies of scale and comprehensive
3 supervision by a single court.

4 242. All conditions precedent to bringing this action have been satisfied and/or waived.

5 **CAUSES OF ACTION**

6 **COUNT I**

7 **VIOLATIONS OF CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT**

8 **Cal. Civ. Code § 1750, et seq.**

9 ***(On Behalf of the Nationwide Class and the California Sub-Class)***

10 243. Plaintiffs repeat and re-allege the allegations in Paragraphs 1-242 above, as if
11 fully alleged herein.

12 244. Plaintiffs bring this claim on behalf of themselves and on behalf of the
13 Nationwide Class, or, alternatively, the California Class.

14 245. Defendant's conduct constitutes violations under California Legal Remedies Act,
15 Cal. Civ. Code § 1750, et seq. (the "CLRA").

16 246. Defendant is a person as defined in California Civil Code § 1761(c).

17 247. The Roblox platform and Robux are goods and/or services as defined in
18 California Civil Code § 1761(a)-(b).

19 248. Plaintiffs and Class Members are consumers as defined in California Civil Code §
20 1761(d).

21 249. Plaintiffs and Class Members have engaged in "transactions" with Defendants, as
22 that term is defined by California Civil Code § 1761(e), as Plaintiffs purchased goods and/or
23 services from Defendant and Defendant supplied the same as set forth herein.

24 250. Defendant caused to be made or disseminated, from California, throughout
25 California and the United States, through advertising, marketing, and other publications,
26 statements that were untrue or misleading, and which were known, or which by the exercise of
27 reasonable care should have been known to Defendant, to be untrue and misleading concerning
28 their gaming platform Roblox and their closed-economy currency, Robux.

1 251. Defendant engaged in unfair and deceptive acts in violation of the CLRA by the
2 practices described above, and by knowingly and intentionally concealing from Plaintiffs and
3 Class Members that its platform’s success was the result of exploitation of children, and each
4 purchase of Robux contributed to this exploitation.

5 252. These acts and practices violate, at a minimum, the following sections of CLRA:

6 a. § 1770(a)(2) Misrepresenting the source, sponsorship, approval or
7 certification of goods or services;

8 b. § 1770(a)(3) Misrepresenting the affiliation, connection, or association
9 with, or certification by, another.

10 c. § 1770(a)(5) Representing that goods or services have sponsorships,
11 characteristics, uses, benefits or quantities which they do not have, or that a
12 person has a sponsorship, approval, status, affiliation or connection which he or
13 she does not have;

14 d. § 1770(a)(7) Representing that goods or services are of a particular
15 standard, quality, or grade, or that goods are of a particular style or model, if they
16 are of another; and

17 e. § 1770(a)(9) Advertising goods and services with the intent to not sell
18 them as advertised.

19 253. Defendant’s unfair and/or deceptive acts or practices occurred repeatedly in
20 Defendant’s trade or business and were capable of deceiving the purchasing public.

21 254. Defendant knew that its platform was not of the nature and characteristics that
22 Defendant held it out and advertised it to be.

23 255. Defendant was under a duty to Plaintiffs and Class Members to disclose the true
24 nature of its platform, and that the sale of its currency, Robux, supported Defendant’s
25 profiteering off the immense exploitation of children because:

26 a. Defendant was in a superior position to know the true state of facts about
27 the use of its platform and currency;

28 b. Plaintiffs and Class Members could not have reasonably been expected to
learn or discover that the platform and currency are used to exploit children;

1 c. Defendant knew that Plaintiffs and Class Members could not reasonably
2 have been expected to learn or discover that Defendant's platform and currency
3 are used to exploit children and underage users;

4 d. Defendant actively concealed the true nature of its platform and currency
5 by over exaggerating its claims that its platform is safe and education and that
6 users will derive monetary wealth from creating games on its platform.

7 256. In failing to disclose the truth about its platform and currency, Defendant has
8 knowingly and intentionally concealed material facts and breached their duty to disclose.
9 Defendant intended Plaintiffs and the Class Members to rely on it to provide information about
10 potential harms and safety risks and/or Defendant's misrepresentations alleged herein. The facts
11 concealed or not disclosed by Defendant are material in that they pose a serious safety risk to
12 users, including the children utilizing Defendant's platform, and a reasonable consumer would
13 have considered them to be important in deciding whether to purchase Defendant's currency to
14 use on Defendant's platform. Had Plaintiffs and the Class Members known the true nature of
15 Defendant's currency and platform, they would not have purchased Defendant's currency.

16 257. Plaintiffs and the other Class Members reserve their right to assert claims for
17 damages under the CLRA in subsequent pleadings, however, by this Complaint seek injunctive
18 relief and do not bring an action for any damages under the CLRA at this time.

19 258. In accordance with California Civil Code § 1782, Plaintiffs' counsel will send a
20 notice to Defendant in writing by certified or registered mail, return receipt requested, to
21 Defendant's principal place of business notifying Defendant of its § 1770 violations. If
22 Defendants do not comply with Plaintiffs' demands, Plaintiffs will amend this Complaint to seek
23 damages on behalf of themselves and all Class Members.

24 259. Venue is proper because this District because the County of San Mateo is within
25 this District and the location of Defendant's headquarters and primary place of business. *See*
26 *Exhibit A.*

1 260. Plaintiffs’ and Class Members’ injuries were proximately caused by Defendant’s
2 fraudulent and deceptive business practices. Accordingly, Plaintiffs request an order enjoining
3 Defendant from further unlawful, unfair, and/or deceptive acts or practices.

4 **COUNT II**
5 **VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW**
6 **Cal. Bus. & Prof. Code § 17200**
7 ***(On Behalf of the Nationwide Class and the California Sub-Class)***

8 261. Plaintiffs repeat and re-allege the allegations in Paragraphs 1-242 above, as if
9 fully alleged herein.

10 262. Plaintiffs bring this claim on behalf of themselves and on behalf of the
11 Nationwide Class, or, alternatively, the California Class.

12 263. Defendant’s conduct constitutes unfair, unlawful, or fraudulent business acts or
13 practices under California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*

14 264. Defendant’s business practices are considered “unfair” because they are immoral,
15 unethical, oppressive, or substantially injurious to consumers; as well as if the conduct alleged
16 causes an injury which is not outweighed by any benefits to other consumers or to competition,
17 and that the injury is of the type that the consumer could not have avoided.

18 265. Defendant’s conduct is “unfair” under each of the three tests described above.

19 266. Defendant’s conduct is also unlawful, and the exploitation of children is violative
20 of a number of child labor and other child protection laws around the country, including but not
21 limited to, 29 C.F.R. part 570 and Cal. Code Regs. Tit. 8, chapter 6.

22 267. Defendant’s conduct is likewise fraudulent, as Defendant has omitted the
23 dangerous conditions and child exploitation on its platform from all advertising, marketing, and
24 other publications and instead held its platform out as a safe space and educational tool for its
25 young users.

26 268. Moreover, Defendant’s conduct constitutes unfair, deceptive, untrue, and
27 misleading advertising prohibited by California Business & Professions Code § 17500.

28 269. As such, Defendant has engaged in unfair competition and unfair, unlawful, or
fraudulent business practices by the conduct, statements, and omissions described above, and by

1 knowingly and intentionally concealing from Plaintiffs and the Class Members that its platform
2 profits from the exploitation of children and its misleading statements regarding its currency.

3 270. Defendant should have disclosed this information because it was in a superior
4 position to know the true facts of its exploitation of children and profits therefrom, and
5 Plaintiffs and Class Members could not reasonably be expected to learn or discover those true
6 facts.

7 271. By making misleading public statements concerning, *inter alia*, that its platform
8 was safe and educational for children, that users could earn significant amounts of money by
9 creating on its platform, and advertising to and knowingly growing its user population of
10 minors, Defendant triggered a duty to disclose its use of child labor and child exploitation to
11 those using the platform, particularly to those spending funds on currency to support its
12 platform.

13 272. These acts and practices, taking place in California but having wide-reaching
14 effects nationwide, have deceived Plaintiffs and are highly likely to deceive the public. In
15 failing to disclose the exploitation of children and suppressing material facts from Plaintiffs and
16 Class Members, Defendant breached its duty to disclose and violated the UCL. Defendant's
17 omissions and acts of concealment pertain to information that was and is material to Plaintiffs
18 and Class Members, as it would be to all reasonable consumers.

19 273. In the absence of Defendant's misrepresentations, Plaintiffs and Class Members
20 would not have purchased Robux to support the platform and its exploitation of their children.

21 274. Plaintiffs lost money and suffered an injury in fact because of unlawful, unfair
22 and/or fraudulent business practices. Plaintiffs would not have purchased Defendant's products
23 but for the unlawful, unfair and/or fraudulent business practices.

24 275. Plaintiffs seek to enjoin further unlawful, unfair and/or fraudulent acts or practices
25 by Defendant, to obtain restitution of all monies and revenues paid by Plaintiffs and Class
26 Members because of such practices, and all other relief allowed under California Business &
27 Professions Code § 17200, *et seq.*

COUNT III
VIOLATION OF CALIFORNIA FALSE ADVERTISING LAW
Cal. Bus. & Prof Code § 17500, et. seq.
(On Behalf of Nationwide Class and the California Sub-Class)

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4 276. Plaintiffs repeat and re-allege the allegations in Paragraphs 1-242, above, as if
5 fully alleged herein.

6 277. Plaintiffs bring this claim on behalf of themselves and on behalf of the
7 Nationwide Class, or alternatively, the California Class.

8 278. California Business & Professions Code § 17500 states:

9 It is unlawful for any . . . corporation . . . with intent directly or indirectly to
10 dispose of real or personal property or to perform services . . . or anything of any
11 nature whatsoever or to induce the public to enter into any obligation relating
12 thereto, to make or disseminate or cause to be made or disseminated . . . from this
13 state before the public in any state, in any newspaper or other publication, or any
14 advertising device, . . . or in any other manner or means whatever, including over
15 the Internet, any statement . . . which is untrue or misleading, and which is
16 known, or which by the exercise of reasonable care should be known, to be untrue
17 or misleading

18 279. Defendant caused to be made or disseminated from California, throughout
19 California and the United States, through advertising, marketing, and other publications,
20 statements that were untrue or misleading, and which were known, or which by the exercise of
21 reasonable care should have been known to Defendant, to be untrue and misleading, concerning
22 its platform and currency.

23 280. Moreover, California Business & Professions Code § 17508 makes unlawful
24 “advertising to consumers in California to make any false or misleading advertising claims,
25 including claims that (1) purport to be based on factual, objective, or clinical evidence, (2)
26 compare the product’s effectiveness or safety to that of other brands or products, or (3) purport to
27 be based on any fact.”

28 281. Defendant, doing business in California and advertising to consumers in
California and throughout the United States, made false and misleading advertising claims,
including that its platform was safe and educational for kids and that purchases of its currency in
support of said platform would enable these features.

1 282. Defendant knew that, instead, its platform was actually exploitive of its users—a
2 majority of whom are minors—and that any educational benefit derived therefrom was only
3 education on how to operate the Roblox platform and no others. Defendant further knew that
4 each purchase of Robux was only aiding Defendant in so exploiting its minor users and putting
5 them at great safety risks.

6 283. Defendant’s unfair or deceptive advertising, marketing, and other publications
7 occurred repeatedly in Defendant’s trade or business, was capable of deceiving the purchasing
8 public, and did deceive consumers and the purchasing public.

9 284. Defendant knew that its platform was exploiting children, contrary to public
10 statements to consumers and the public that Roblox was a safe and educational and platform for
11 children to use, and a good way for children to earn significant amounts of money.

12 285. Defendant was under a duty to disclose the true nature of its platform and
13 currency because:

- 14 a. Defendant was in a superior position to know the true state of facts about the
15 lack of safety and exploitation of children on their platform;
- 16 b. Plaintiffs and Class Members could not reasonably have been expected to
17 learn or discover that the platform and currency are used to exploit children;
- 18 c. Defendant knew that Plaintiffs and Class Members could not have reasonably
19 been expected to learn or discover that Defendant’s platform and currency are
20 used to exploit children and underage users; and
- 21 d. Defendant actively concealed its use and profit from child exploitation by
stating, *inter alia*, that its platform was safe and educational for children and
that users could derive monetary wealth from creating on its platform.

22 286. Because of Defendant’s false advertising, Plaintiffs and Class Members will be
23 unable to rely on Roblox advertising or labeling in the future. Plaintiffs and Class Members thus
24 may stop purchasing Robux altogether.

25 287. Alternatively, Plaintiffs and Class Members may continue purchasing Robux in
26 the future, reasonably believing that the Roblox platform has been improved due to Roblox’s
27 current advertising.

1 288. Plaintiffs lost money and suffered an injury in fact because of Defendant’s unfair
2 or deceptive advertising, marketing, and publications. Plaintiffs would not have purchased
3 Defendant’s products but for Defendant’s conduct.

4 289. Plaintiffs’ and Class Members’ injuries were proximately caused by Defendant’s
5 unfair or deceptive advertising, marketing, and publications. Accordingly, Plaintiffs request an
6 order enjoining Defendant from further untrue and misleading advertising, to obtain restitution of
7 all monies and revenues paid by Plaintiffs and Class Members because of such practices, and all
8 other relief allowed under California Business & Professions Code § 17500, *et seq.*

9 COUNT IV
10 **FRAUDULENT CONCEALMENT**
11 **(On Behalf of the Nationwide Class and the California Sub-Class)**

12 290. Plaintiffs repeat and re-allege the allegations in Paragraphs 1-242 above, as if
13 fully alleged herein.

14 291. Plaintiffs bring this claim on behalf of themselves and on behalf of the
15 Nationwide Class or, alternatively, the California Class.

16 292. Defendant intentionally concealed, suppressed, and omitted the material facts
17 regarding the child exploitation on its platform and through the use of its currency.

18 293. Defendant’s omissions described herein occurred repeatedly in Defendant’s trade
19 or business, were capable of deceiving a substantial portion of the purchasing public, and did
20 deceive a substantial portion of the purchasing public.

21 294. Defendant knew that its platform and the use of its currency exploited children
22 and underage users.

23 295. These concealed facts were contrary to representations actually made by
24 Defendant—including that the platform was safe and educational for its users and that its users
25 had a high likelihood of earning significant funds by utilizing the platform.

26 296. Defendant was under a duty to Plaintiffs and the Class Members to disclose the
27 true nature of its platform and currency because:

- 28 a. The fact that the Roblox platform exploits children is material to those
 purchasing Robux that support the platform;

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2 b. The omitted information regarding the Roblox platform is a safety issue of
the platform and its currency;

3
4 c. Defendant was in a superior position to know the true state of facts about
the lack of safety and exploitation of children on their platform;

5
6 d. Plaintiffs and Class Members could not reasonably have been expected to
learn or discover that Defendant's platform and currency are used to exploit
children;

7
8 e. Defendant knew that Plaintiffs and Class Members could not have
reasonably been expected to learn or discover that Defendant's platform and
currency are used to exploit children and underage users; and

9
10 f. Defendant actively concealed its use and profit from child exploitation,
and instead held its platform out as a safe and educational tool for minors, as well
11 as a way for users to derive monetary wealth from development on the platform.

12 297. In failing to disclose the use of child exploitation with its platform and its
13 currency, Defendant knowingly and intentionally concealed material facts and breached their
14 duty to disclose.

15 298. The facts concealed or omitted by Defendant are material to the Plaintiffs and
16 Class Members in that a reasonable consumer would have considered them to be important in
17 deciding whether to purchase Defendant's currency for use on its platform.

18 299. Had Plaintiffs and the Class Members know about the use of child exploitation,
19 they would not have purchased Defendant's currency; alternatively, Plaintiffs and Class
20 Members would not have paid the amounts paid for Defendant's digital currency.

21 300. Defendant knew or should have known about the use of child exploitation on its
22 platform and through the use of its currency due to its involvement in, oversight, and
23 orchestration of, its gaming platform.

24 301. Plaintiffs and Class Members did not know these facts that were concealed from
25 them by Defendant. Moreover, as ordinary consumers, Plaintiffs and the Class Members did not,
26 and could not, unravel the deception on their own.

1 302. Defendant concealed the truth about the dangers of its platform and the use of
2 child exploitation and underage labor on its platform, intending for Plaintiffs and Class Members
3 to rely on its misrepresentations and omissions. Plaintiffs and the Class Members relied on
4 Defendant's misrepresentations and omissions in choosing to purchase Defendant's currency,
5 Robux, believing it to be free from child exploitation and underage labor.

6 303. Plaintiffs and Class Members were reasonable and justified in their reliance on
7 Defendant's representations about its platform and about its currency and omissions about the
8 child exploitation on which it profits because Defendant is well-versed in the gaming industry
9 and details of its platform.

10 304. Defendant had a duty to disclose the dangers of its platform, and its reliance on
11 child exploitation, to Plaintiffs and Class Members because the true facts and scope about the use
12 of child exploitation were known and accessible only to Defendant, and because Defendant knew
13 these facts were not known to or reasonably discoverable by Plaintiffs or the Class Members
14 unless and until the inner workings of Defendant's platform and currency were revealed to the
15 public.

16 305. As a result, Plaintiffs and Class Members have been damaged in an amount to be
17 determined at trial.

18 306. Plaintiffs and the Class Members are entitled to an order enjoining Defendant's
19 unlawful conduct, actual and punitive damages, attorneys' fees and costs, and any other just and
20 proper relief available under California law.

21 **COUNT V**
22 **FRAUDULENT MISREPRESENTATION**
23 *(On Behalf of the Nationwide Class and the California Sub-Class)*

24 307. Plaintiffs repeat and re-allege the allegations in Paragraphs 1-242 above, as if
25 fully alleged herein.

26 308. Plaintiffs bring this claim on behalf of themselves and on behalf of the
27 Nationwide Class or, alternatively, the California Class.

1 309. Defendant intentionally misrepresented the material facts regarding the child
2 exploitation on its platform and through the use of its currency.

3 310. Defendant’s misrepresentations described herein occurred repeatedly in
4 Defendant’s trade or business, were capable of deceiving a substantial portion of the purchasing
5 public, and did deceive a substantial portion of the purchasing public.

6 311. Defendant knew about the risks inherent with use of its platform, as well as the
7 use of child exploitation on its platform and through the use of its currency due to its
8 involvement in, oversight, and orchestration of, its gaming platform.

9 312. These concealed facts were contrary to representations actually made by
10 Defendant—including that the platform was safe and educational for its users and that its users
11 had a high likelihood of earning significant funds by utilizing the platform.

12 313. In failing to disclose the use of child exploitation with its platform and its
13 currency, Defendant knowingly and intentionally concealed material facts from Plaintiffs and
14 Class Members.

15 314. Defendant intended these misrepresentations to defraud Plaintiffs and Class
16 Members in order to make more sales of its Robux currency.

17 315. The facts concealed or omitted by Defendant are material to the Plaintiffs and
18 Class Members in that they concern the safety of Defendant’s underage users and a reasonable
19 consumer would have considered them to be important in deciding whether to purchase
20 Defendant’s currency for use on its platform.

21 316. As a result of Defendants’ misrepresentations, Plaintiffs and Class Members
22 justifiably believed that the Roblox platform was safe and educational for its children and had no
23 reasonable way to determine that the platform was actually founded on the exploitation of
24 children.

25 317. Plaintiffs and Class Members did not know these facts that were concealed from
26 them by Defendant. Moreover, as ordinary consumers, Plaintiffs and the Class Members did not,
27 and could not, unravel the deception on their own.

1 318. Defendant concealed the truth about the use of child exploitation and underage
2 labor on its platform, intending for Plaintiffs and Class Members to rely on its misrepresentations
3 and omissions. Plaintiffs and the Class Members relied on Defendant’s misrepresentations and
4 omissions in choosing to purchase Defendant’s currency, Robux, believing it to be free from
5 child exploitation and underage labor.

6 319. Plaintiffs and Class Members were reasonable and justified in their reliance on
7 Defendant’s representations about its platform and about its currency and omissions about the
8 child exploitation on which it profits because Defendant is well-versed in the gaming industry
9 and details of its platform.

10 320. As a result, Plaintiffs and Class Members have been damaged in an amount to be
11 determined at trial.

12 321. Plaintiffs and the Class Members are entitled to an order enjoining Defendant’s
13 unlawful conduct, actual and punitive damages, attorneys’ fees and costs, and any other just and
14 proper relief available under California law.

15 **COUNT VI**
16 **UNJUST ENRICHMENT**
17 ***(On Behalf of the Nationwide Class and the California Sub-Class)***

18 322. Plaintiffs repeat and re-allege the allegations in Paragraphs 1-242 above, as if
19 fully alleged herein.

20 323. Plaintiffs bring this claim on behalf of themselves and the Nationwide Class or,
21 alternatively, the California Class.

22 324. As a result of its unlawful, unfair, and fraudulent conduct, Defendant received a
23 benefit from Plaintiffs and Class Members.

24 325. At all times relevant to this litigation, Defendant owed a duty to Plaintiffs and
25 Class Members to not unduly or unfairly take advantage of Plaintiffs and the Class Members nor
26 to unjustly enrich itself at the expense of Plaintiffs and Class Members’ property or financial
27 interests.

1 326. Defendant has been unjustly enriched to the tune of billions of dollars in profit by
2 the purchases made by Plaintiffs and the Class Members because of Defendant’s unfair
3 concealments and misrepresentations concerning its Roblox platform and Robux currency and its
4 exploitation of children.

5 327. Defendant is unjustly retaining the benefit conferred on it by Plaintiffs and Class
6 Members at the expense of Plaintiffs and Class Members.

7 328. Defendant’s acts and omissions caused actual and proximate financial harm to
8 Plaintiffs and the Class Members while enriching Defendant in billions of dollars of profit.

9 329. As such, Plaintiffs and the Class Members are entitled to actual damages,
10 exemplary damages, restitution, disgorgement, attorneys’ fees and costs, and any other just and
11 proper relief available under California law.

12 **PRAYER FOR RELIEF**

13 **WHEREFORE**, Plaintiffs, individually and on behalf of all others similarly situated,
14 pray for judgment and relief on all Causes of Action as follows:

- 15 A. An order certifying that the action may be maintained as a Class Action;
- 16 B. An order appointing Plaintiffs’ undersigned counsel as Class Counsel;
- 17 B. An order enjoining the Defendant from pursuing the policies, acts, and practices
18 complained of herein and requiring the Defendant to pay restitution and disgorgement to
19 Plaintiffs and all members of the Class in an amount to be determined at trial;
- 20 C. Actual damages;
- 21 D. Punitive damages;
- 22 E. For pre-judgment interest from the date of filing this suit;
- 23 F. Reasonable attorney fees;
- 24 G. Costs of this suit; and
- 25 H. Such other and further relief as the Court may deem necessary or appropriate.

26 **JURY TRIAL DEMANDED**

27 Plaintiffs reiterate their jury trial demand on all triable issues.

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Respectfully submitted,

/s/ Jennie Lee Anderson _____

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