

The Honorable William H. Orrick

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

JANE DOE,

Plaintiff,

v.

ROBLOX CORPORATION,

Defendant.

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

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF A CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEY'S FEES AND SERVICE
AWARD**

Hon. William H. Orrick

1 The above-captioned matter came before this Court upon Plaintiff's Motion for Final
2 Approval of Class Action Settlement (Dkt. 83) and Motion for Attorney's Fees and a Service
3 Award (Dkt. 75). Based upon the memoranda, declarations, exhibits submitted, as well as the files
4 and proceedings in this case, the Court finds as follows:

5 1. The terms and phrases in this order shall have the same meaning as ascribed to
6 them in the Settlement Agreement (Dkt. 54-1).

7 2. Plaintiff has moved the Court for an order granting final approval of the settlement
8 of the Action in accordance with the Settlement Agreement, which, together with its incorporated
9 documents, sets forth the terms and conditions for a proposed settlement and dismissal of this
10 case with prejudice. The Court having read and considered the Settlement Agreement and having
11 heard the parties, finds that it appears to be fair, adequate, and reasonable to the Settlement Class.
12 Accordingly, the Court grants final approval of the terms of the Settlement Agreement, and
13 confirms its certification of the Settlement Class defined below for settlement purposes, as well as
14 its appointment of Class Counsel and the Class Representative.

15 3. This Court has subject-matter jurisdiction over the Action to approve the
16 Settlement Agreement, including all attached exhibits, and personal jurisdiction over all Parties to
17 the Action, including all Settlement Class Members.

18 **Certification of the Settlement Class**

19 4. On May 11, 2023, this Court preliminarily approved the Settlement Agreement,
20 and certified, for settlement purposes, the Settlement Class consisting of:

21 All individuals in the United States having a Roblox account prior to Preliminary
22 Approval of this Settlement from which content on the Roblox platform was moderated
23 and removed by Roblox.¹

24 ¹ The Court excluded from the Settlement Class (a) any Judge or Magistrate presiding over
25 this action and members of their families; (b) Defendant, Defendant's subsidiaries, parents,
26 successors, predecessors, and any entity in which Defendant or its parents have a controlling
27 interest and its current or former employees, officers and directors; (c) persons who properly
28 execute and file a timely request for exclusion from the Class; (d) persons whose claims in this
matter have been finally adjudicated on the merits or otherwise released; (e) the legal
representatives, successors, and assigns of any such excluded persons; and (f) individuals who
own one of 311 accounts that Roblox has determined spent over 80,000 Robux (equating to over

(continued...)

1 (Dkt. 67.) The Court now confirms certification of the Settlement Class for purposes of entering
2 final judgment.

3 5. The Court finds that the Settlement Agreement is fundamentally fair, adequate, and
4 reasonable, and, for the purposes of settlement only, that the Settlement Class satisfies the
5 requirements of Rule 23 of the Federal Rules of Civil Procedure, specifically, that: the Settlement
6 Class is so numerous that joinder of all members is impracticable; there are questions of fact and
7 law common to the Settlement Class (*e.g.*, whether Roblox had a practice of not refunding users
8 for virtual items deleted from their accounts after they had acquired them, whether such conduct
9 violated the California laws alleged in Plaintiff’s Amended Complaint, and whether members of
10 the Settlement Class are entitled to restitution, damages, and/or injunctive relief as a result);
11 Plaintiff Jane Doe’s claims are typical of the claims of the Settlement Class; Plaintiff and Class
12 Counsel will fairly and adequately protect the interests of the members of the Settlement Class;
13 common questions of law or fact predominate over questions affecting individual members; and a
14 class action is a superior method for fairly and efficiently adjudicating the Action.

15 6. The Court also confirms its appointment of Jay Edelson, Rafey S. Balabanian, J.
16 Eli Wade-Scott, and Yaman Salahi of Edelson PC as Class Counsel, Mark S. Reich and Courtney
17 E. Maccarone of Levi & Korsinsky, LLP as Liaison Counsel, and Plaintiff Jane Doe, through her
18 father and next of friend John Dennis, as Class Representative. The Court finds that these
19 attorneys are competent and capable of exercising the responsibilities of Class Counsel and that
20 Plaintiff has adequately protected the interests of the Settlement Class defined above.

21 **Notice to the Class Satisfies Rule 23 and Due Process**

22 7. The parties and the Settlement Administrator have apprised the Court about the
23 outcome of the Court-ordered notice plan.

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26 \$1,000) on moderated items and falls into one or more of these three categories: (1) the account
27 used Robux to acquire the same virtual item multiple times, (2) the account used Robux to
28 acquire a virtual item after that item had already been moderated, or (3) the account created a
virtual item and then used Robux to acquire it themselves. These excluded accounts are
identified in Exhibit D to the Settlement Agreement.

1 8. Simpluris, the Settlement Administrator, confirms that Roblox produced a class list
2 identifying all of the Roblox accounts meeting the criteria for Class membership, along with
3 associated Roblox account usernames, e-mail addresses, and unrefunded Robux spent on
4 moderated items for each Class Member. In total, there were approximately 16.2 million Roblox
5 accounts belonging to approximately 8 million Class Members. The class list included e-mail
6 addresses for approximately 7.4 million Class Members, or 92.5% of the Class. The Settlement
7 Administrator delivered the e-mail notice to every e-mail address available, and they were
8 successfully delivered to approximately 6.7 million e-mail addresses, or 90.5% of the available e-
9 mail addresses. The e-mail notice to Class Members who were eligible to choose a cash refund
10 also included a unique Claim ID and a link to the Claim Form on the Settlement Website. A
11 reminder e-mail was also sent to eligible Class Members 30 days before the claim and exclusion
12 deadlines.

13 9. In addition to e-mail notice issued by the Settlement Administrator, Roblox
14 delivered the court-ordered notice to Class Members' "My Inbox" feature on the Roblox
15 platform. This was successfully delivered to all Class Member accounts, except 144 accounts for
16 whom the account holder had previously exercised their right to have Roblox delete their account
17 records and associated data (Dkt. 86).

18 10. In total, direct notice was delivered to over 99% of the Settlement Class. As the
19 Court previously held, the Notice documents clearly and plainly described Class Members' rights
20 under the Settlement; advised them of what actions they might take; directed them to the
21 dedicated Settlement Website containing various documents from the case (including Plaintiff's
22 Fee Petition), the ability to file a claim form, a toll-free number which Class Members could call
23 for questions, and an e-mail address for questions.

24 11. Based on the record before the Court, the Court finds that the Notice program, as
25 implemented, was the best practicable notice under the circumstances. The Notice reached nearly
26 100% of the Settlement Class and was reasonably calculated to apprise the Settlement Class of the
27 pendency of the Action and their rights to object to or exclude themselves from the Settlement
28 Agreement and to appear at the Final Approval Hearing. Therefore, the Notice was reasonable

1 and constituted due, adequate, and sufficient notice to all persons entitled to receive notice
2 including all necessary information to protect the interests of the Settlement Class and fulfilled
3 the requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United
4 States Constitution, and the rules of this Court.

5 12. The Court finds that the appropriate government officials were properly and timely
6 notified of the Settlement Agreement, pursuant to the Class Action Fairness Act of 2005
7 (“CAFA”), 28 U.S.C. § 1715. *See* Dkt. 67; *see also* Exhibit A to Dkt. 85. As required by CAFA,
8 more than ninety (90) days have elapsed between the date since notice was provided pursuant to
9 CAFA and the Final Approval Hearing.

10 **Final Approval of the Settlement**

11 13. Rule 23(e)(2) requires the Court to find that the settlement is “fair, reasonable, and
12 adequate” after considering whether: (A) the class representative and class counsel have
13 adequately represented the class; (B) the settlement was negotiated at arm’s length; (C) the relief
14 provided for the class is adequate; and (D) the settlement treats class members equitably relative
15 to each other. Fed. R. Civ. P. 23(e)(2). These factors are consistent with the eight *Churchill*
16 factors customarily applied in the Ninth Circuit before the current version of Rule 23 was
17 adopted. *See Churchill Village, L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004). The eight
18 *Churchill* factors are: “(1) the strength of the plaintiffs’ case; (2) the risk, expense, complexity,
19 and likely duration of further litigation; (3) the risk of maintaining class action status throughout
20 the trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage
21 of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental
22 participant; and (8) the reaction of the class members to the proposed settlement.” *Id.* Further,
23 because of the pre-certification posture of this settlement, the Court must consider the factors
24 identified by the Ninth Circuit in *In re Bluetooth Headset Products Liability Litigation*, 654 F.3d
25 935 (9th Cir. 2011). The Court applies these factors below.

26 14. Adequacy: The Court finds that Class Counsel and Plaintiff have adequately
27 represented the Class, and no objector has asserted otherwise. The Court is satisfied that Class
28 Counsel obtained adequate information about the scope of Roblox’s alleged content moderation

1 process, including how many accounts were affected, and the in-game cost of moderated items, to
2 be able to undertake settlement discussions in an informed manner in light of their experience in
3 this area of law. Further, by the time of Settlement, the Court had already rejected Defendant's
4 motion to dismiss and the parties had begun written discovery.

5 15. Arm's Length Negotiations: The Settlement was negotiated at arm's length, with
6 both parties represented by experienced counsel, and with the assistance of a neutral third-party
7 mediator, Gregory Lindstrom of Phillips ADR. The parties engaged in a full day of mediation
8 after hard-fought negotiations lasting several weeks. Even after mediation, it took the parties
9 several months to finalize the Settlement. The Court is satisfied that the negotiations were
10 conducted at arm's length.

11 16. No Indicia of Collusion: The Court is also satisfied that none of the subtle signs of
12 implicit collusion that the *Bluetooth* factors are designed to detect are present here. Class Counsel
13 did not negotiate to receive a disproportionate share of the Settlement. The Settlement states Class
14 Counsel can request up to 25% of the fund, which is the benchmark in the Ninth Circuit. *See*
15 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043 (9th Cir. 2002). There was no clear-sailing
16 arrangement, as Roblox retained the right to oppose Class Counsel's fee request. And there is no
17 reverter or kicker clause in the Settlement, as Class Members can receive relief under the
18 Settlement automatically without the need to submit a claim form, and any funds that cannot be
19 distributed will not be returned to Roblox. There are no subtle signs of collusion present.

20 17. Relief for the Class: The Settlement obtains meaningful relief for the Class. The
21 Class's estimated losses at time of Settlement were approximately 1.7 billion Robux, which Class
22 Counsel valued at 1 Robux = \$0.0125, meaning the amount in controversy was estimated to be
23 approximately \$21.5 million. The Settlement at \$10 million recovers approximately 46.5% of
24 Class Member losses, which is higher than most class settlements. Additionally, the Settlement
25 requires Roblox to maintain an automatic refund program for the next four years. Under that
26 program, Roblox will automatically refund Robux to every user whose purchased content is later
27 removed by Roblox, so long as the user themselves was not responsible for a Terms of Service
28 violation. Had this program been in place at the outset, it would have prevented over \$25 million

1 in Class Member losses that precipitated this lawsuit. Class Counsel project that the value of
2 prospective relief over the next four years is approximately \$31 million. In light of the posture of
3 the case, and the costs, risks, and benefits of proceeding through trial, the Court agrees that the
4 relief secured is fair, reasonable, and adequate. Moreover, there were no negative reactions from
5 State Attorneys General to the proposed Settlement or from Class Members. There was only one
6 objection from a Class Member, which the Court addresses below. Finally, the small percentage
7 of opt-outs is not indicative of widespread dissatisfaction.

8 18. Objections: The Court has considered the two objections from Vincent Panetta
9 and Jacob Emerson and finds that they do not warrant disapproval of the Settlement. With respect
10 to Objector Panetta, he does not appear to be a Class Member and therefore has no standing to
11 object to the Settlement. Nevertheless, the Court has considered his objection, which takes no
12 issue with the relief secured by the Settlement but rather suggests that the lawsuit should be
13 expanded to cover additional conduct by Roblox beyond the content-moderation scheme at issue.
14 But the Settlement should be reviewed in light of what the complaint sought to confront, and from
15 that lens, it accomplished the goals of the litigation. The second objection from Objector Emerson
16 contends that Class Members should have received full refunds of all the Robux they lost, as well
17 as additional compensation. But the nature of a settlement is compromise, and a settlement need
18 not secure 100% relief (or more than 100% relief) to pass muster. The Court finds these
19 objections to be meritless and are overruled.

20 19. Amicus Objection: The Court has also reviewed the proposed amicus brief by
21 Truth In Advertising, Inc. (“TINA”) and finds it to be meritless. TINA contends that the conduct
22 relief is valueless because Roblox has not yet changed its Terms of Service, maintains the status
23 quo, and ends after four years. The Court disagrees. On the first point, the Settlement is not yet
24 effective so it is no surprise that Roblox has not yet updated its website to reflect the relief
25 provided by the Settlement. On the second point, although the relief secured preserves the status
26 quo, that status quo was created in response to Plaintiff’s lawsuit. In other words, Plaintiff’s suit is
27 what caused Roblox to modify its refund practices moving forward. On the third point, an
28 injunction still has value even if it lasts only for a period of four years. Should Roblox resume the

1 challenged practice in four years, a person harmed by it would be free to contest that conduct at
2 that time. To the extent TINA argues the injunctive relief is not perfect, perfection is not the
3 standard for approval under Rule 23. The Settlement, including the prospective relief provided, is
4 fair, reasonable, and adequate. Finally, TINA argues that Class Members should have all received
5 cash without a \$10 minimum threshold. But Class Counsel have demonstrated that it was not
6 economically feasible to do so because the average Class Member's claim is worth \$1.20; the cost
7 of administering direct payments to 8 million people likely would have swallowed the majority, if
8 not all, of the Settlement. In any case, although TINA contends the relief of Robux is "worthless,"
9 Class Members appear to value it; indeed, Class Counsel has submitted information
10 demonstrating that they spent nearly 28 billion Robux on the platform in just the past six months.
11 The Court is not persuaded by TINA's proposed amicus brief and reiterates that TINA is not a
12 Class Member and does not claim to represent any, so therefore has no standing to object, even
13 under the guise of an amicus brief. The Court **DENIES** TINA's motion for leave to file the
14 amicus brief as moot.

15 20. Equitable Treatment: The Court also finds that the proposed Settlement treats
16 Class Members equitably. Each Class Member's recovery is determined pro rata in proportion to
17 their individual losses at issue. And although Plaintiff seeks a service award, it does not indicate
18 inequitable treatment because it constitutes just 0.05% of the proposed Settlement Fund, is in line
19 with comparable service awards in this District, and, as explained more fully below, reasonably
20 compensates Plaintiff for the responsibilities and risks she undertook to bring this case to benefit
21 the rest of the Settlement Class.

22 21. In sum, the Court finds that the Settlement Agreement is fair, reasonable, and
23 adequate, may be approved pursuant to Federal Rule of Civil Procedure 23(e)(2), and is in the
24 best interests of the Settlement Class set forth above. The Court further finds that the Settlement
25 Agreement substantially fulfills the purposes and objectives of the class Action, and provides
26 substantial relief to the Settlement Class without the risks, burdens, costs, or delay associated with
27 continued litigation, trial, and/or appeal. The Court also finds that the Settlement Agreement is the
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1 result of arm’s-length negotiations between experienced class action attorneys familiar with the
2 legal and factual issues of this case.

3 22. The Settlement Agreement is hereby finally approved in all respects. The Parties
4 and their counsel are directed to implement and consummate the Settlement Agreement according
5 to its terms and conditions. The Parties and Settlement Class Members are bound by the terms and
6 conditions of the Settlement Agreement.

7 23. Other than as provided in the Settlement Agreement and this Order, the Parties
8 shall bear their own costs and attorneys’ fees.

9 24. Subject to the terms and conditions of the Settlement Agreement, this Court hereby
10 enters this Final Approval Order and dismisses the Action on the merits and with prejudice.

11 25. Upon the Effective Date of the Settlement Agreement, Plaintiff and each
12 Settlement Class Member and their respective present or past heirs, executors, estates,
13 administrators, assigns and agents, and each of them, shall be deemed to have released, and by
14 operation of this Final Approval Order shall have, fully, finally, and forever released, acquitted,
15 relinquished and completely discharged Roblox Corporation and all of its present or former
16 administrators, predecessors, successors, assigns, parents, subsidiaries, holding companies,
17 investors, sister and affiliated companies, divisions, associates, affiliated and related entities,
18 employers, employees, agents, representatives, consultants, independent contractors, directors,
19 managing directors, officers, partners, principals, members, attorneys, vendors, accountants,
20 fiduciaries, financial and other advisors, investment bankers, insurers, reinsurers, employee
21 benefit plans, underwriters, shareholders, lenders, auditors, investment advisors, and any and all
22 present and former companies, firms, trusts, corporations, officers, and directors from any and all
23 claims, complaints, actions, proceedings, or remedies of any kind, whether known or unknown
24 (including, without limitation, claims for attorneys’ fees and costs and “Unknown Claims” as
25 defined in the Settlement Agreement), whether in law or in equity, under contract, tort or any
26 other subject area, or under any statute, rule, regulation, order, or law, whether federal, state, or
27 local, on any grounds whatsoever, arising prior to the Effective Date, that were, could have been,
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1 or could be asserted by the Releasing Parties arising from or related to the deletion, removal, or
2 moderation of virtual items obtained with Robux on the Roblox platform.

3 26. The persons in Settlement Class on Exhibit A to the Salahi Decl., Dkt. 84, have
4 submitted a valid, timely request for exclusion from the Settlement Class and are hereby
5 excluded.

6 **Motion for Attorney’s Fees and Service Award**

7 27. Plaintiff has also petitioned the Court for an award of attorney’s fees equivalent to
8 25% of the Settlement Fund, or \$2.5 million.

9 **Whether the Robux Relief Is a Coupon**

10 28. At Preliminary Approval, the Court indicated it was inclined to view the
11 Settlement as a coupon settlement pursuant to 28 U.S.C. § 1712. Based on the Court’s review of
12 Class Members’ reactions, the additional information provided by Class Counsel, and its review
13 of the submissions in this case and the case-law, the Court is satisfied that the relief provided by
14 the Settlement should not be treated as a “coupon.”

15 29. The Court applies the factors delineated by the Ninth Circuit to determine whether
16 this is a coupon Settlement. *See In re Easysaver Rewards Litig.*, 906 F.3d 747, 755 (9th Cir. 2018)
17 (“(1) whether class members have to hand over more of their own money before they can take
18 advantage of a credit, (2) whether the credit is valid only for select products or services, and (3)
19 how much flexibility the credit provides, including whether it expires or is freely transferrable.”
20 (internal quotations omitted)).

21 30. The first factor “focuses on whether class members receive only a discount on
22 services and must pay more out of pocket to redeem their class benefits.” *McKnight v. Hinojosa*,
23 54 F.4th 1069, 1075 (9th Cir. 2022). Courts also consider what types of products or services the
24 typical award would allow class members to purchase from the defendant and whether class
25 members would value the relief like they would cash. *Id.* at 1075-76. This factor weighs against
26 characterizing the relief under the Settlement as a coupon. Only 3% of Class Members eligible to
27 receive cash relief elected to do so, suggesting that the overwhelming majority of Class Members
28 value Robux relief under the Settlement equivalently or even more valuably than they do cash.

1 Class Counsel have corroborated that sentiment by identifying online discussions amongst Class
2 Members anticipating receipt of Robux relief. Additionally, it does not appear that Class
3 Members are required to spend more money to benefit from the relief in question. Class Counsel
4 represent that there are tens of thousands of virtual items available for purchase on the Roblox
5 platform for less than the typical Robux award under the Settlement. Class Members therefore do
6 not need to hand over more money to Roblox in order to benefit from the Robux relief.

7 31. The second factor considers “whether the credit is valid only ‘for select products or
8 services.’” *McKnight*, 54 F.4th at 1076. This factor also weighs against characterizing the Robux
9 relief as a coupon. Although Robux can only be spent on the Roblox platform, that platform
10 opens up a plethora of options for spending. The Roblox Avatar Shop features tens of thousands
11 of products that can be obtained using the average Class Member recovery of 100 Robux. Thus,
12 in these unique circumstances, the relief is unlike a coupon, particularly when considering that in
13 other cases, this factor typically is used to detect vouchers that can only be used to acquire
14 specific products (such as expensive appliances, *see Chambers v. Whirlpool Corp.*, 980 F.3d 645
15 (9th Cir. 2020)), with significant practical limitations (such as *McKinney-Drobnis v. Oreshack*, 16
16 F. 4th 594 (9th Cir. 2021), where the coupons could only be redeemed in person but few locations
17 stocked many products), or could only be used at stores with very few options below the voucher
18 value (as in *Seegert v. Lamps Plus, Inc.*, 377 F. Supp. 3d 1127, 1131-32 (S.D. Cal. 2018) (where
19 voucher could only be used to purchase about 9% of the defendant’s products)). The Court is
20 satisfied that in the context of the Roblox universe, Class Members will not experience the relief
21 offered by the Settlement as limited or narrow.

22 32. Finally, the last factor considers the flexibility of the relief provided, “including
23 whether it expires or is freely transferable.” *McKnight*, 54 F. 4th at 1077. Here, the Robux offered
24 through the Settlement do not expire and are also transferable between users.

25 33. Considering the unique circumstances of this case, the Court finds that the relevant
26 factors weigh against a finding that this is a coupon settlement. Class Members appear to value
27 the Robux relief in question, and, indeed, are making active use of Robux; Class Counsel
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1 represent that Class Members have spent over 28 billion Robux in the 6 months preceding
2 Preliminary Approval alone. The Robux relief provided here is not ephemeral or hypothetical.

3 Reasonableness of Attorney's Fee Request

4 34. Having determined this is not a coupon settlement, all that remains is to decide
5 whether Class Counsel's request for 25%, or \$2.5 million, is reasonable. *See* Fed. R. Civ. P. 23(h)
6 ("In a certified class action, the court may award reasonable attorney's fees and nontaxable costs
7 that are authorized by law or by the parties' agreement."); *Lowery v. Rhapsody Int'l, Inc.*, 69
8 F.4th 994, 1002 (9th Cir. 2023) ("The key factor in assessing the reasonableness of attorneys' fees
9 is the benefit to class members."). The Court concludes that it is.

10 35. As a preliminary matter, the Court exercises its discretion to apply the common
11 fund method to the fee request rather than the lodestar method. *See In re Lidoderm Antitrust*
12 *Litig.*, No. 14-MD-02521-WHO, 2018 WL 4620695, at *1 (N.D. Cal. Sept. 20, 2018). The
13 percentage-of-the-fund method is the prevailing practice in the Ninth Circuit. *See In re Korean*
14 *Air Lines Co, Ltd. Antitrust Litig.*, No. CV 07-05107 SJO AGRx, 2013 WL 7985367, at *1 (C.D.
15 Cal. Dec. 23, 2013). The Ninth Circuit has established a benchmark award of 25%. *See Vizcaino*
16 *v. Microsoft Corp.*, 290 F.3d 1043 (9th Cir. 2002).

17 36. Considering the relevant factors, the Court concludes that an award of 25% of the
18 Settlement Fund, or \$2.5 million, is reasonable. As discussed above, the Settlement secures
19 excellent cash and non-cash relief for the Class, including returning 46.5% of the Class's losses
20 and ending the practice of virtual items being deleted without refund moving forward. The
21 prospective relief alone is likely to provide value worth over \$25 million to the Class over the
22 next four years. Much lower recovery rates have been approved and found to support a 25%
23 attorney's fee award. *See, e.g., Vianu v. AT&T Mboility LLC*, No. 19-CV-03602, 2022 WL
24 16823044, at *10 (N.D. Cal. Nov. 8, 2022) (granting 25% fee award). These are strong results
25 given the litigation risks faced by Class Counsel and the Settlement Class, as explained by the
26 parties in their submissions. Namely, many disputes were unlikely to be resolved before trial as
27 they were factual in nature, and Roblox contends there were numerous obstacles to a merits win.
28 And a trial is always risky. Class Counsel also took this case on contingency, which was a risky

1 proposition in light of the nature of the case. The Court concludes that a 25% award is reasonable
2 in light of these considerations.

3 37. Finally, although a lodestar cross-check is discretionary, the Court applies one to
4 confirm the reasonableness of a 25% award. Class Counsel and Liaison Counsel estimate their
5 cumulative lodestar to be approximately \$815,160, reflecting 1,172 hours of work. The Court
6 finds that the hours reported and rates are reasonable, and that the resulting multiplier of
7 approximately 3.0 is also reasonable.

8 Reasonableness of Reimbursement of Costs

9 38. Class Counsel also request reimbursement of \$17,732.34 in costs related to the
10 prosecution of this litigation. The lion's share were the mediation fees necessary to secure the
11 assistance of Phillips ADR. The remaining costs are standard litigation costs such as copying
12 costs, travel costs, and filing fees, which are routinely approved. *See, e.g., Sullivan v. Dolgen*
13 *California, LLC*, No. 3:15-CV-01617-JD, 2017 WL 3232540, at *2 (N.D. Cal. July 31, 2017); *In*
14 *re High-Tech Employee Antitrust Litig.*, No. 11-CV-02509-LHK, 2015 WL5158730, at *16 (N.D.
15 Cal. Sept. 2, 2015). The Court finds that the request for reimbursement is reasonable and grants it.

16 Reasonableness of Service Award

17 39. Plaintiff also petitions the Court for a \$5,000 service award. "Service awards as
18 high as \$5,000 are presumptively reasonable in this judicial district." *Juarez v. Social Fin., Inc.*,
19 No. 20-CV-03386-HSG, 2023 WL 3898988, at *8 (N.D. Cal. June 8, 2023). They are designed to
20 compensate plaintiffs for taking on the duties, responsibilities, risks, and burdens of being a class
21 representative.

22 40. Here, Plaintiff is a minor child and her decision to serve as a plaintiff was a
23 weighty one. Young people are typically not subjected to the type of scrutiny that comes with
24 federal litigation, such as the burdens of discovery and trial. Moreover, Plaintiff faced a risk of
25 retaliation by Roblox through deletion of her accounts. She also faced a risk of retaliation from
26 publicity associated with the case through adulthood. She aided Class Counsel in investigating the
27 case, responding to Roblox's motion to dismiss, and in preparing for discovery. She also exposed
28 herself to public scrutiny and commentary, and the Court is aware of some social media

1 commentary mocking her as a result. Ultimately, the Court finds the \$5,000 award is fair and
2 reasonable, as it adequately compensates Plaintiff for securing these benefits for the Class and
3 represents only 0.05% of the Settlement Fund.

4 **Conclusion**

5 41. For the reasons stated herein, the Court hereby **GRANTS** Plaintiff's motion for
6 final approval and motion for attorney's fees, service award, and costs.

7 42. Counsel for the Parties and the Settlement Administrator are hereby authorized to
8 utilize all reasonable procedures in connection with the implementation of the settlement which
9 are not materially inconsistent with either this Order or the terms of the Settlement Agreement,
10 including disbursement of relief to the Class, the Settlement Administrator's fee, the Plaintiff's
11 service award, and Class Counsel's attorney's fee and costs.

12 43. The Court further authorizes the Parties, without further approval of the Court, to
13 agree to and adopt such amendments, modifications and expansions of the Settlement and its
14 implementing documents (including all Exhibits to this Settlement Agreement) that (i) shall be
15 consistent in all material respects with the Final Judgment, and (ii) do not limit the rights of
16 Settlement Class Members.

17 44. Without affecting the finality of this Final Approval Order for purposes of appeal,
18 the Court retains jurisdiction as to all matters related to the administration, consummation,
19 enforcement, and interpretation of the Settlement Agreement and this Final Approval Order, and
20 for any other necessary purpose.

21 **IT IS SO ORDERED.**

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23 Dated this ___ day of _____, 2023

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Hon. William H. Orrick
United States District Judge

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