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14	UNITED STATES	DISTRICT COURT
15	NORTHERN DISTR	ICT OF CALIFORNIA
	SAN FRANCI	SCO DIVISION
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17	JANE DOE,	CASE NO.: 3:21-cv-03943-WHO
18	Plaintiff,	DECLARATION OF YAMAN
19	v.	SALAHI IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL
		APPROVAL OF A CLASS ACTION
20	ROBLOX CORPORATION,	SETTLEMENT
21	Defendant.	Honorable William H. Orrick
22	Бејениані.	Honorable William II. Office
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	DECLARATION OF YAMAN SALAHI	CASE No. 3:21-cv-03943-WHO
	,	

I, Yaman Salahi, declare and state as follows:

- 1. I am a Partner at Edelson PC, which represents Plaintiff in the above-captioned matter and which has been appointed Settlement Class Counsel. I make this declaration in support of Plaintiff's Motion for Final Approval of a Class Action Settlement.
- 2. I have personal knowledge of the matters stated herein and, if called upon, I could and would competently testify thereto.
- 3. In July 2022, after the parties had begun discussing the contours of a potential class settlement, I consulted Simpluris, Inc., to get an estimate of administration costs after we learned from Roblox the amount in controversy and class size. Based on the information available to us at the time, Simpluris estimated that total administration costs would be approximately \$11 million, including notice, claims processing, standard settlement administration support, and disbursement of payments to all class members. That was a conservative estimate because it assumed that 40% of class members would opt to receive electronic payments rather than checks in the mail. Issuing checks via mail automatically to 100% of Class Members was estimated to cost approximately \$11 million for disbursement of checks alone.
- 4. Aside from being infeasible from a cost perspective, another reason why making cash payments to all class members likely would not have been effective is that Roblox does not maintain mailing address information for Class Members. Such mailing address information, if available, would have had to be obtained from third-party platforms such as the Google Play Store and Apple App Store, through which many of the U.S. dollar payments in question are made, a costly and time-consuming process. Further, Roblox confirmed that its agreements with third-party payment processors do not authorize it to place payments from the Settlement automatically onto Class Members' credit or debit cards. Therefore, relief could not have been issued automatically to Class Members. A claims process would have been required. Even assuming settlement administration costs did not swallow the entirety of the settlement fund, it is highly unlikely that a meaningful number of class members would have taken the time to complete a claim form to recover one or two dollars.

- 5. In negotiating the settlement in question, Class Counsel truly left no stone unturned while looking for a way to maximize the Class's recovery, and the effectiveness of that recovery, given the practical realities governing this case. Namely, individual Class Member losses, when measured in U.S. dollars, were nominal for almost all people. Distributing such small relief would have proven to be economically infeasible. At the same time, Class Counsel appreciated that Class Members did actually value Robux and were highly likely to benefit from that relief. They'd get more relief, faster, and be able to use it immediately.
- 6. Simply put, there was no scenario that could have provided cash relief to 100% of Class Members (as Truth in Advertising postulates should have been done) which would not have either entirely consumed the Settlement Fund or left Class Members with only pennies. Given these circumstances, Class Counsel's review of the relevant case law, and Class Counsel's understanding that Class Members were very engaged with the Roblox platform and saw real value in Robux, Class Counsel determined that the best approach was to institute a \$10 minimum limit for people to be eligible to select cash relief, and to offer the rest of the Class Members automatic Robux relief at a favorable exchange rate. That the overwhelming majority of Class Members who were eligible for cash opted for Robux anyway highlights the value of that relief to the Class.
- 7. Simpluris received 934 valid requests for exclusion from the proposed settlement.

 Attached hereto as **Exhibit A** is a true and accurate copy of the List of Valid Class Action

 Settlement Exclusion Requests.
- 8. Finally, with respect to Plaintiff's motion for attorney's fees, there were absolutely no discussions concerning Roblox's opposition to the fee request prior to, during, or after the mediation (other than preserving Roblox's right to oppose it). Roblox's lack of opposition to Plaintiff's motion was not an explicit or implicit understanding of the Parties, and Class Counsel did not know Roblox would not oppose it until the deadline for it to do so had lapsed.

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

Executed on September 7, 2023, at San Francisco, California.

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