

**IN THE IOWA DISTRICT COURT FOR POLK COUNTY**

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STATE OF IOWA, ex rel. BRENNIA BIRD,  
ATTORNEY GENERAL OF IOWA,

*Plaintiff,*

v.

ROBLOX CORPORATION,

*Defendant.*

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Case No. EQCE092346

**ROBLOX CORPORATION'S  
MEMORANDUM IN SUPPORT OF  
MOTION TO DISMISS PETITION**

**ORAL ARGUMENT REQUESTED**

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## I. INTRODUCTION

Section 230 of the Communications Decency Act, 47 U.S.C. § 230, prevents online service providers from being held “legally responsible for information that third parties created and developed.” *Johnson v. Arden*, 614 F.3d 785, 791 (8th Cir. 2010). In the Eighth Circuit this includes “lawsuits seeking to hold a service provider liable for its exercise of a publisher’s traditional editorial functions—such as deciding whether to publish, withdraw, postpone or alter content[.]” *Id.* at 792 (quoting *Zeran v. Am. Online, Inc.*, 129 F.3d 327, 330–31 (4th Cir. 1997)). Yet the State ignores this prevailing precedent, seeking to hold Roblox liable under the Iowa Consumer Fraud Act based on a subjective opinion regarding the sufficiency of Roblox’s content moderation practices and Roblox’s alleged statements regarding those practices. While Roblox discloses the robust safety measures it uses to detect and remove objectionable content and users who violate its Community Standards, it is not liable under any theory for the actions of third parties who evade these efforts. And contrary to the State’s allegations, Roblox’s provision of neutral tools that *any* Roblox user can use to publish content—whether it be an interactive experience, virtual clothing for an avatar, or a direct message—does not change the analysis. Section 230 immunizes this activity, as the Eighth Circuit has recognized.

Beyond Section 230, the State’s Iowa Consumer Fraud Act (“ICFA”), Iowa Code § 714.16 *et seq.*, claim fails for multiple, independent dispositive reasons. The State cannot, by its own admission, establish that Roblox’s platform is “merchandise” as defined by ICFA, or that Roblox’s alleged practices occurred “in connection with” the sale or advertisement of any merchandise, whether Roblox gift cards or Robux. Moreover, none of the acts, omissions, statements, or practices, as alleged by the State, are unfair or deceptive as a matter of law. This Court should reject the State’s blatant attempt to hold Roblox liable, in contravention of Iowa law, for the actions

of third parties on the Roblox platform. Finally, the State’s claims are barred by the First Amendment for the reasons set forth herein. The Court should sustain Roblox’s Motion without leave to amend.

## **II. BACKGROUND**

### **A. Roblox Operates as a Free, User-Driven Gaming Platform.**

Roblox offers an interactive online gaming platform on which users can create and play various online games, called “experiences.” (Pet. ¶ 26.) “Roblox is free to download and play, and it is available on gaming consoles, computers, tablets, and cellular devices.” (*Id.* ¶ 34.) Most experiences are not created by Roblox, but by “third-party developers or users” who “upload their content to the platform.” (*Id.* ¶¶ 26–27.) “[T]here are more than 6.4 million experiences within the Roblox ecosystem.” (*Id.* ¶ 27.)

To access the Roblox platform, users must first create an account and agree to Roblox’s Terms of Use. (*Id.* ¶¶ 30, 35.) During this process, users must create a username, password, and “provide a birth date.” (*Id.* ¶ 35.) After making an account, users are prompted to verify their age through Roblox’s complex facial age estimation program. (*Id.* ¶ 170.) Certain chat features are disabled for users without age verification. (*Id.*) Indeed, Roblox is “the first online gaming or communication platform to require age checks for communication[.]”<sup>1</sup>

Once on the platform, users can elect—but are not required—to exchange a “platform-exclusive currency called ‘Robux’” to purchase “digital content in the closed digital economy.”

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<sup>1</sup> See *Roblox Expands Facial Age Checks for Communication, Setting New Safety Standard*, ROBLOX (Nov. 18, 2025), <https://ir.roblox.com/news/news-details/2025/Roblox-Expands-Facial-Age-Checks-for-Communication-Setting-New-Safety-Standard/> (last visited Feb. 19, 2026) (cited at Pet. ¶ 170 n.143) (hereinafter “*Roblox Expands Facial Age Checks*”). The State uses footnotes extensively to bring in outside sources in its Petition, including references to Roblox’s website; therefore, the Court may take judicial notice of these websites as they are incorporated by reference into the operative pleadings. Accordingly, Roblox similarly references these articles herein. See *King v. State*, 818 N.W.2d 1, 6, n.1 (Iowa 2012) (outside studies referenced in the petition are incorporated by reference); *Hallett Constr. Co. v. Iowa State Highway Comm’n*, 154 N.W.2d 71, 74 (Iowa 1967) (highway specifications that were incorporated in the petition by reference were deemed part of the petition and could be considered in a default proceeding).

(*Id.* ¶ 32.) Separately, physical gift cards—as well as Roblox toys and subscriptions—are sold at various physical storefronts. (*Id.* ¶ 19 at 10<sup>2</sup>; ¶¶ 23–24, 32.)

**B. Roblox Includes Leading User Safety and Content Moderation Features.**

Users on the platform can “communicate and interact in real time” via “[g]ameplay interactions, user hubs, direct messaging, and voice chat.” (*Id.* ¶ 28.) Roblox recommends certain experiences relative to a user’s age. (*Id.* ¶ 31.) “Unrated” experiences—those lacking a maturity label—are disabled for all users, a result of Roblox’s partnership with the International Age Rating Coalition (“IARC”).<sup>3</sup>

Roblox has implemented these and other precautions because it takes the safety of its users seriously. (*Id.* ¶ 117.) Roblox considers itself an “industry leader” in online safety measures and “strive[s] to continually develop new and innovative technologies that will protect the safety” of the Roblox community. (*Id.* ¶¶ 117, 178.) Indeed, for nearly 20 years, Roblox has worked to build and evolve its safety systems, including its content moderation practices. (*Id.* ¶¶ 119–20.) Those content moderation practices include, among other things, “a zero-tolerance policy for ‘swearing and obscenities, messages and content of a sexual or violent nature, and any sort of aggressive or threatening communication.’” (*Id.* ¶ 116.) Roblox “won’t allow language that is used to harass, discriminate, incite violence, threaten others, or used in a sexual context.” (*Id.* ¶ 121.) Roblox’s “policies are significantly stricter” than other user-generated platform and social media platform,

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<sup>2</sup> The State’s Petition includes a paragraph numbering error that resulted in two different sets of paragraphs sharing paragraph numbers 14–19. (*See id.* at 7–10.) References to these affected paragraphs herein will also include page numbers for clarity.

<sup>3</sup> *See* Dominik Bošnjak, *Roblox Shuts Down Gray-Area Games Over Child Safety Concerns*, GAMERANT (Sep. 30, 2025), <https://gamerant.com/roblox-unrated-experiences-games-disabled-child-safety-efforts/> (last visited Feb. 19, 2026) (cited at Pet. ¶ 167 n.139).

covering “everything from profanity to ad[vertisement] standards.”<sup>4</sup> Part of this strict policy includes a chat filter that blocks profanity, references to third-party platforms like Snapchat and Discord, and potentially sensitive information like phone numbers. (*See* Pet. ¶ 179.)

In 2024 alone, Roblox implemented more than 30 safety and policy system improvements.<sup>5</sup> Roblox continues to take significant steps to enhance the safety of its platform, without fundamentally undermining the premise of the platform: “to create, play, and connect with each other in experiences built by our global community of creators.”<sup>6</sup> Roblox takes extensive steps to implement safety improvements, including but not limited to developing and implementing changes only “after multiple rounds of internal research, including interviews, usability studies, and international surveys with parents and kids, and consultation with experts from child safety and media literacy organizations.” (*See supra* n.5.) Roblox’s policies and systems are regularly updated “to help keep children safe on Roblox—regardless of whether parents elect to use [its] parental controls.” (*Id.*)

The Petition acknowledges repeatedly the vast array of Roblox’s safety and security features, including Roblox’s extensive suite of parental controls offered to help parents “choose how [their] child engages and interacts with others across” the platform.<sup>7</sup> As noted in the Parent’s

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<sup>4</sup> Matt Kaufman, *Driving Civility and Safety for All Users*, ROBLOX (July 22, 2024), <https://about.roblox.com/newsroom/2024/07/driving-civility-and-safety-for-all-users> (last visited Feb. 19, 2026) (cited at Pet. ¶ 140 n.110).

<sup>5</sup> Matt Kaufman, *Major Updates to Our Safety Systems and Parental Controls*, ROBLOX (Nov. 18, 2024), <https://about.roblox.com/newsroom/2024/11/major-updates-to-our-safety-systems-and-parental-controls> (last visited Feb. 19, 2026) (cited at Pet. ¶ 140 n.111).

<sup>6</sup> ROBLOX, <https://corp.roblox.com/> (last visited Feb. 19, 2026) (cited at Pet. ¶ 27 n.8).

<sup>7</sup> *Safety & Civility at Roblox*, ROBLOX, <https://en.help.roblox.com/hc/en-us/articles/4407444339348-Safety-Civility-at-Roblox> (last visited Feb. 19, 2026) (cited at Pet. ¶ 121 n.93). These parental controls include managing features on the child’s Roblox account “such as screen time, content maturity, spend limits, and privacy settings.” (*Id.*) Parents have the option to “[b]lock an experience to prevent [their] child from accessing it, regardless of its content maturity level,” and parents can use Roblox’s content maturity levels to “understand what types of content to expect in Roblox experiences” and “to restrict their child’s access to content based on what makes sense for their family.”

Guide cited by the State, “Roblox is part of a distinguished group of companies that are on the board of the Family Online Safety Institute (FOSI), a non-profit organization dedicated to ensuring the safety of children on the Internet.” (*Id.*) Indeed, Roblox is an active partner and collaborator with numerous safety organizations and platforms, including with “over 20 leading global organizations that focus on child safety and internet safety.” (*See supra* n.7.)

The State also acknowledges that activity on Roblox is moderated according to the company’s Parents, Safety, and Moderation User Safety and Community Standards. (*See* Pet. ¶ 40.) Roblox employs various content moderation measures, including “chat filters for inappropriate content, which are even stricter for children under 13 and include any potentially identifiable personal information” and “a large team of human moderators and machine detection” to conduct a “safety review of every uploaded image, audio, and video file.” (*Id.* ¶ 121 (citation modified); *see supra* n.7.)

**C. Roblox Continues to Implement Additional Safety Measures and Protections.**

Roblox continues to launch even more safety features, including default settings that prevent direct messaging for users under 13 years old; enable restrictions for users under 13 years old “from accessing new Roblox games that are awaiting maturity ratings”; and enabling updated parental controls to allow parents to monitor their child’s Roblox account activity, view their “friend list,” and set spending and screen time controls and limits. (Pet. ¶ 161.) Roblox also launched additional safety features, including a “Trusted Connections” feature “for teenage users that permits unfiltered voice and text chats” and is only for users “whose age is verified via a video

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Communication controls can be implemented to allow parents “to determine how [their] child can chat on Roblox” even if the “child has completed an age check” verification. (*Id.*) Parents can also “view, block, and report [their] child’s Roblox connections from within [their] parent dashboard,” among other parental control options. (*Id.*) The platform additionally contains a “detailed Roblox Parent’s Guide that provides information to parents to help create a Roblox experience that’s best for their child.” (Pet. ¶ 134.) The Parent’s Guide explains the parental control options, including, for example, that parents have “the ability to restrict or disable chat throughout the site and in-game.” (*See supra* n.8.)

selfie.” (*Id.* ¶ 164.) As part of this safety feature, “a user between the ages of 13 and 17 may only add a user over 18 as a Trusted Connection via an in-person QR code scan or phone number.” (*Id.*)<sup>8</sup> Today, Roblox’s policies restrict “all users’ access to experiences that [are] ‘unrated’” and require users to verify their ages via facial age estimation or government-issued ID in order to access text and audio chat features, assign users into age groups, and restrict chat functions between users of disparate groups.” (*Id.* ¶¶ 166-67, 170.)

**D. Despite the Label Applied to the Claim, the State Files This Lawsuit Seeking to Hold Roblox Liable for Third-Party Conduct.**

The State filed this Petition on December 16, 2025, asserting one cause of action against Roblox under various constructions of ICFA. (*Id.* ¶¶ 188–215.) The State claims in conclusory fashion that Roblox “engaged in unfair practices in the sale and advertisement” of unspecified “merchandise” by: (a) “selling services that have operational and design flaws exposing children to child exploitation dangers,” (b) “selling services that allow anyone to easily communicate with young children and lack basic safety,” (c) “[d]esigning, offering, and maintaining a gaming platform that is easily accessible to children without parental consent while actively cutting trust-and-safety costs and recruiting more adults to the platform,” (d) “selling services that lack meaningful identity or age verification,” (e) “selling services that facilitate inappropriate content and abuse through millions of unmonitored and under-moderated experiences,” (f) “selling services that weaponize virtual currency and expose vulnerable children to addictive features,” (g) “selling services with inadequate warning of safety risks, including the risk that children will be sexually-exploited or exposed to sexual material that is age-inappropriate,” and (h) “selling services with insufficient age, parental consent, and identity verification.” (*Id.* ¶ 193.) The Petition does not

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<sup>8</sup> Additionally, Roblox “enabled users to turn off a setting that shows other users that they are on Roblox and to set a ‘do not disturb’ status to prevent push notifications from Roblox during specific time windows.” (*Id.* ¶ 165.)

identify the exact “services” that Roblox is “selling” insofar as the Roblox platform is conceded to be available without charge. (*See id.* ¶¶ 188–215.)

The State also claims in conclusory fashion that Roblox “engaged in deceptive acts or practices in the sale and advertisement” of unspecified “merchandise” by making certain safety assurances regarding: (a) Roblox’s suitability for children, (b) Roblox’s efforts to “protect children from predators,” (c) Roblox’s content moderation, (d) Roblox’s prioritization of safety, (e) the size of Roblox’s content moderation team, (f) Roblox’s policies regarding “obscenities and inappropriate content,” (g) Roblox’s user suspension policy, (h) the composition of Roblox’s content moderation team, (i) the diligence of Roblox’s content moderation team, (j) representations allegedly made to third-party app stores regarding Roblox’s suitability for children, and (k) the speed with which Roblox deals with bad actors. (*Id.* ¶ 207.) Again, the Petition is silent as to the exact “merchandise” or “services” advertised or sold in conjunction with these allegedly deceptive acts. (*See Id.* ¶¶ 188–215.)

The State admits, however, (i) that the alleged “exploitation and abuse” on the Roblox platform presents only when *third-party* “predators use Roblox to meet children and move communications to another [*third-party*] app, such as Snapchat or Discord,”<sup>9</sup> and (ii) that it is on those apps and platforms—*not the Roblox platform*—where “the ultimate solicitation of explicit photos or other criminal acts” occurs. (*Id.* ¶ 66 (emphasis added).)

The State also does not contest any of Roblox’s above-described affirmative safety efforts. Rather, the State, relying only on the bad acts of third parties, frames Roblox’s statements about those efforts and about safety on its platform as misleading. (*See, e.g.,* Pet. ¶¶ 6, 14 at 7, 127, 130,

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<sup>9</sup> The State cites to numerous articles as alleged support for its claims of “Real Life” abuse. (*See id.* ¶¶ 153–57 nn.119–27). But every one of these articles states clearly that each instance of “Real Life” abuse was facilitated on third-party apps like Discord, Snapchat, and Instagram. (*See id.*) In fact, two of the articles do not even mention Roblox *at all*. (*See id.* ¶¶ 154–55 nn.122–23 (citations omitted).)

146, 207.) The State relies on cherry-picked, excerpted statements from Roblox’s website, interviews, earnings calls, and news reports, while selectively omitting crucial context. (*See, e.g., id.* ¶¶ 36, 43, 48, 50, 52, 62, 91, 115–18, 132–34, 154, 159.) In 2008, for example, Roblox’s “Keeping Kids Safe” page—cited by the State—clearly noted, “*Although our filter is continuously being updated and improved, some inappropriate content may get through. In the event that this happens, members have easy access to a ‘report abuse’ feature.*” (*Id.* ¶ 115 n.82 (emphasis in original).) Contrary to the State’s insinuations, Roblox has never made the impossible claim that it can instantaneously detect and moderate *every* objectionable piece of user-generated content on the platform without exception.

Notably absent from the Petition is any statement or allegation that the State’s lawsuit was precipitated in response to any Iowa consumer complaints, nor that the State exercised its investigatory authority to seek information from Roblox to better understand its services and safety measures. That is because the State has made no such effort. Rather, the Petition reads as a press release and is based only on third-party sources, *i.e.*, general media reports and a report by a self-interested short seller who sought to personally benefit from entangling Roblox in litigation. (*See id.* ¶¶ 55 n.23; 58 n.25; 59 n.30; 81 n.50; 88 nn.59–60; 91 n.63; 92–93 nn.65–67; 96 n.68; 107 n.76; 152 nn.116–118; 158 n.128; 160 n.130.)

### **III. LEGAL STANDARD**

While the State’s 107-page Petition is lengthy and purports to opine on internet safety issues throughout, it falls far short of pleading a cognizable ICFA claim against Roblox. The Petition should be dismissed pursuant to Iowa Rule of Civil Procedure 1.421(1)(f).

“A motion to dismiss challenges a petition’s legal sufficiency.” *White v. Harkrider*, 990 N.W.2d 647, 650 (Iowa 2023) (quoting *Meade v. Christie*, 974 N.W.2d 770, 774–75 (Iowa 2022)).

Dismissal is proper “when the petition’s allegations, taken as true, fail to state a claim upon which relief may be granted.” *Mueller v. Wellmark, Inc.*, 818 N.W.2d 244, 253 (Iowa 2012) (citing Iowa R. Civ. P. 1.421(1)(f)). Roblox is entitled to dismissal “if the petition shows the claim or claims are legally deficient and the plaintiff has no right of recovery as a matter of law.” *Harkrider*, 990 N.W.2d at 650. The Court accepts the well-pleaded facts in the petition as true, but it does *not* accept its legal conclusions. *Nahas v. Polk Cnty.*, 991 N.W.2d 770, 775 (Iowa 2023). Conclusory statements that “are not supported by pleaded ultimate facts” are “not admitted.” *Postal Fin. Co. v. Langton*, 166 N.W.2d 806, 807 (Iowa 1969). Accordingly, “[a] mere charge of fraud in a pleading is not sufficient, as it is a legal conclusion, but the facts upon which the fraud is based must be averred” if said facts are “well pleaded, relevant and issuable.” *Id.* (citation modified).

Iowa courts may grant motions to dismiss based on “immunity from suit” or if an affirmative defense is apparent based on the face of a petition. *See Terrace Hill Soc’y Found. v. Terrace Hill Comm’n*, 6 N.W.3d 290, 294–95 (Iowa 2024), *as amended* (July 9, 2024) (finding sovereign immunity is immunity from suit and may be decided on a motion to dismiss); *Harkrider*, 990 N.W.2d at 656–57 (“It is true that ‘a plaintiff may plead himself out of court’ with respect to an affirmative defense.”) (quoting *Benskin, Inc. v. West Bank*, 952 N.W.2d 292, 299 (Iowa 2020)); *Pride v. Peterson*, 173 N.W.2d 549, 554 (Iowa 1970). Here, Roblox is entitled to dismissal under Section 230 of the Communications Decency Act, 47 U.S.C. § 230(c)(1). “[C]ourts have construed the immunity provisions in § 230 broadly,” *Jones v. Dirty World Entm’t Recordings LLC*, 755 F.3d 398, 408 (6th Cir. 2014) (citing *Nemet Chevrolet, Ltd. v. Consumeraffairs.com, Inc.*, 591 F.3d 250, 254 (4th Cir. 2009) (collecting cases)), recognizing that “close cases . . . must be resolved in favor of immunity.” Otherwise, providers would “face death by ten thousand duck-bites, fighting off claims that they promoted or encouraged—or at least tacitly assented to—the illegality of third

parties.” *Id.* (citing *Fair Hous. Council of San Fernando Valley v. Roommates.Com, LLC*, 521 F.3d 1157, 1174 (9th Cir. 2008) (en banc)). Like other forms of immunity, Section 230 immunity is generally accorded effect at the first logical point in the litigation process. *Jones*, 755 F.3d at 408, 417 (Section 230 immunity is “an immunity from suit rather than a mere defense to liability”) (citation modified).

#### IV. ARGUMENT

The Petition should be dismissed for three independently sufficient reasons. *First*, Section 230 bars the State’s ICFA claim in its entirety. *Second*, the Court should dismiss the Petition’s sole claim because it fails to state a claim under ICFA. *Third*, the First Amendment bars the State’s ICFA claim because Roblox cannot be compelled to speak as the State desires, and the State’s Petition is an impermissible attempt to restrict speech in a manner that is not narrowly tailored.

##### A. **Section 230 Immunizes Roblox from Suit Based on the State’s Allegations.**

In passing Section 230, Congress “encourage[d] service providers to self-regulate the dissemination of offensive material over their services” by immunizing them from liability when offensive content slips through. *Jones*, 755 F.3d at 408 (quoting *Zeran*, 129 F.3d at 331). The statute provides that “[n]o provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider.” 47 U.S.C. § 230(c)(1), and that “[n]o cause of action may be brought and no liability may be imposed under any State or local law that is inconsistent with this section.” *Id.* § 230(e)(3).

The State’s ICFA claim rests on the flawed theory that Roblox should be held liable for failing to perfectly moderate third-party content published on its platform, thereby making Roblox’s statements regarding its content moderation practices both deceptive and unfair under the ICFA. The State critiques the effectiveness of Roblox’s content moderation practices alleging

that the Roblox platform contains “[o]perational and design flaws [that] include but are not limited to filter bypasses; default allowance of adult-child communications; insufficient content moderation and trust and safety; insufficient parental controls; insufficient age and identify [*sic*] verification; failure to ensure age-appropriate content; and failure to warn of known risks.” (Pet. ¶ 193(a).) This theory of liability falls within the heartland of Section 230, which grants online service providers immunity from claims that seek to hold them liable for failing to monitor, filter, block, modify, edit, or remove content provided by third parties. *See Johnson*, 614 F.3d at 791 (noting the lower court followed “majority circuit precedent, [holding] that § 230(c)(1) blocks civil liability when web hosts and other ISPs refrain from filtering or censoring the information that third parties created on their sites.”) (citing *Green v. Am. Online*, 318 F.3d 465, 471 (3d Cir. 2003)). *See also O’Kroley v. Fastcase, Inc.*, 831 F.3d 352, 355 (6th Cir. 2016); *Barnes v. Yahoo!, Inc.*, 570 F.3d 1096, 1102 (9th Cir. 2009); *Jones*, 755 F.3d at 409. Where, as here, “a website displays content that is created entirely by third parties, . . . [it] is immune from claims predicated on that content.” *O’Kroley*, 831 F.3d at 355 (quoting *Jones*, 755 F.3d at 408).

As the Supreme Court of Iowa has recognized, Section 230 “insulates a provider of an interactive computer service from...liability for ‘information provided by another information content provider.’” *Bierman v. Weier*, 826 N.W.2d 436, 457 (Iowa 2013) (quoting 47 U.S.C. § 230(c)(1)). The Court emphasized that “Congress . . . eliminat[ed] all liability for the service provider” under Section 230 “as a matter of public policy.” *Id.* at 458. This aligns with the majority view on Section 230, and the leading Eighth Circuit case, *Johnson v. Arden*, 614 F.3d at 791-792 (holding that Section 230 “bars plaintiffs from holding I[n]ternet S[ervice] P[rovider]s legally responsible for information that third parties created and developed”).

More specifically, courts have uniformly held that Section 230 bars seeking to hold platforms liable for the alleged sexual exploitation of one user by another when the factual predicate is that the platform allowed the users to communicate. This is true no matter what cause of action is asserted. *See, e.g., Doe v. MySpace, Inc.*, 528 F.3d 413, 416 (5th Cir. 2008) (Section 230 barred negligence claims predicated on defendants failure “to implement basic safety measures to prevent sexual predators from communicating with minors on its Web site”); *see also Doe v. Grindr, Inc.*, 128 F.4th 1148, 1153-54 (9th Cir. 2025) (minor abused by adult he met on app); *Doe ex rel. Roe v. Snap, Inc.*, No. 22-20543, 2023 WL 4174061, at \*1 (5th Cir. 2023) (similar); *Jane Doe No. 1 v. Backpage.com, LLC*, 817 F.3d 12, 21 (1st Cir. 2016) (similar); *K.B. v. Backpage.com, LLC*, 768 F. Supp. 3d 1057, 1067 (N.D. Cal. 2025) (similar); *L.W. v. Snap Inc.*, 675 F. Supp. 3d 1087, 1101 (S.D. Cal. 2023) (similar); *Doe v. Kik Interactive, Inc.*, 482 F. Supp. 3d 1242, 1252 (S.D. Fla. 2020) (similar); *In re Facebook, Inc.*, 625 S.W.3d 80, 101 (Tex. 2021) (similar); *Doe II v. MySpace Inc.*, 175 Cal. App. 4th 561, 572-75 (2009) (similar).

“[S]o long as a third party willingly provides the essential published content, the interactive service provider receives **full immunity** regardless of the specific editing or selection process.” *MySpace, Inc.*, 528 F.3d at 419 (citation omitted) (emphasis added). Thus, no matter how “artful[]” the pleading theory, any claim that is “directed toward [a provider] in its publishing, editorial, and/or screening capacities” is barred. *Id.* at 420–21. That is exactly the case here. It makes no difference that the State labels its claim an unfair or deceptive trade practice, Section 230 immunity exists for “(1) a provider or user of an interactive computer service (2) whom a plaintiff seeks to treat, under a state law cause of action, as a publisher or speaker (3) of information provided by another information content provider.” *Dyroff v. Ultimate Software Grp., Inc.*, 934 F.3d 1093, 1097 (9th Cir. 2019) (quoting *Barnes*, 570 F.3d at 1100-01); *see also* 47 U.S.C. § 230(c), (f)(3).

**1. Roblox is an Interactive Computer Services Provider.**

Roblox indisputably provides an “interactive computer service,” defined as “any information service, system, or access software provider that provides or enables computer access by multiple users to a computer server[.]” *See* 47 U.S.C. § 230(f)(2). The State alleges that Roblox is “one of the most popular interactive online gaming platforms in the United States.” (Pet. ¶ 2.); *see Coffee v. Google, LLC*, No. 20-cv-03901, 2021 WL 493387, at \*5 (N.D. Cal. Feb. 10, 2021) (“Websites are the most common interactive computer services.”) (citation omitted).

**2. The State’s ICFA Claim Targets Third-Party Content Provided by Others.**

The Petition makes clear that the objectionable content at the heart of the State’s claim was “provided by another information content provider.” 47 U.S.C. § 230(c)(1); *see* (Pet. ¶ 28.) (“Roblox is designed to be a uniquely interactive online platform, allowing and encouraging users to communicate and interact in real time, and to play games and go through experiences together. Gameplay interactions, user hubs, direct messaging, and voice chat all promote social interactions between and among users.”). Where, as here, the State “asserts that someone other than Defendant created and developed the [content] at issue,” this “as a matter of law constitute[s] ‘information provided by another information content provider.’” *Doe v. Bates*, No. 05-CV-91, 2006 WL 3813758, at \*17 (E.D. Tex. Dec. 27, 2006); *see also MySpace*, 528 F.3d at 422 (finding Section 230 “prohibits claims against Web-based interactive computer services based on their publication of third-party content”); *Hillman v. Amazon.com Servs. LLC*, 785 F. Supp. 3d 59, 67 (D. Md. 2025) (finding Section 230 bars an intentional infliction of emotional distress claim by the injured party against Amazon.com related to a false review); *In re Facebook, Inc.*, 625 S.W.3d at 86 n.3 (sex traffickers’ messages to plaintiffs via Facebook or Instagram were “information provided by

another information content provider”), *cert. denied sub nom. Doe v. Facebook, Inc.*, 142 S. Ct. 1087 (2022).

An online content provider loses Section 230 immunity only where it is “responsible, in whole or in part, for the creation or development of [the allegedly tortious] information.” 47 U.S.C. § 230(f)(3); *see also Jones*, 755 F.3d at 413. As the Sixth Circuit recognized in *Jones*, “providing *neutral* tools to carry out what may be unlawful or illicit searches does not amount to ‘development’ under the immunity exception.” 755 F.3d at 411 (quoting *Roommates.com*, 521 F.3d at 1168); *see also Dyroff*, 934 F.3d at 1099 (9th Cir. 2019) (“[A] website does not become a developer of content when it provides neutral tools that a user exploits” to create content). Furthermore, any argument that Roblox created the objectionable content at the heart of the State’s claim is contradicted by the Petition’s specific allegations as discussed above. (*See also* Pet. ¶ 55.) (“Third-Party Developers Upload ‘Experiences’ . . . The millions of experiences on Roblox are primarily created by third-party developers.”), (*Id.* ¶ 98.) (“[A]dult strangers could ‘friend’ and chat with children . . .”). Like the defendants in *Jones*, Roblox did not create or author the allegedly offensive or unlawful content at issue and allowing such content to be published is insufficient to overcome Section 230. *Jones*, 755 F.3d at 415–16 (citing *Batzel v. Smith*, 333 F.3d 1018, 1035 (9th Cir. 2003)).

### **3. The State’s ICFA Claim Treats Roblox as a Publisher.**

The State’s ICFA claim seeks to impose a duty on Roblox to “publish, withdraw, postpone or alter” third-party content, or else face liability. *Jones*, 755 F.3d at 416 (quoting *Zeran*, 129 F.3d at 330). Indeed, the State repeatedly cites the alleged ineffectiveness of Roblox’s parental controls, chat filters, and other content moderation practices as the primary basis of its claims. (*See* Pet. ¶¶ 8, 36, 98, 103, 112, 146, 179, 181, 193). Because the claims “necessarily implicate [Roblox’s] role as a publisher of third-party content,” Section 230 immunity applies. *Grindr*, 128 F.4th at 1152–

54 (finding Section 230 barred negligence, product liability, and misrepresentation claims where defendant’s app allegedly matched adults and children for sexual activity, failed to warn of risk of child sexual abuse, and represented that the app was designed to create a safe environment); *see also O’Kroley*, 831 F.3d at 355 (“Google, true enough, performed some automated editorial acts on the content . . . .But these acts come within ‘a publisher’s traditional editorial functions’— ‘deciding whether to publish, withdraw, postpone or alter content’—and thus Google remains eligible for the statute’s immunity.” (quoting *Jones*, 755 F.3d at 416)).

In 2008, the Fifth Circuit held that Section 230 barred claims strikingly similar to the claim presented here. In *Doe v. MySpace*, the plaintiff created a profile on a social networking site. 528 F.3d at 416. Although she was thirteen years old, the plaintiff represented she was eighteen, which allowed her “to circumvent all safety features of the [] site[.]” *Id.* As a result, the plaintiff’s profile was made public, an adult user contacted her, they communicated online, and later met in person. *Id.* The adult sexually assaulted the plaintiff at this meeting. *Id.* The plaintiff’s mother sued MySpace for negligence, alleging that the site “market[ed] itself to minors,” took “supposed safety precautions and protections prohibiting anyone under 14-years-old from using MySpace,” but failed to “enforce appropriate security measures” that would have prevented the plaintiff from lying about her age, connecting with an adult, and being sexually assaulted by him. *Id.* at 417. The plaintiff specifically faulted MySpace for not “implement[ing] . . . age verification software” that would have prevented her from “ever meeting” her assaulter. *Id.* at 421. The Fifth Circuit held that MySpace was entitled to Section 230 immunity because “the[] allegations are merely another way of claiming that MySpace was liable for publishing the communications” and targeted “MySpace’s role as a publisher of online third-party-generated content.” *Id.* at 420.

*i. Section 230 Provides Immunity Against the ICFA Claim.*

Specifically, Section 230(e)(3) provides that “[n]o cause of action may be brought and no liability may be imposed under any State or local law that is inconsistent with this section.” 47 U.S.C. § 230(e)(3). The State’s ICFA claim, whether framed as a deceptive or unfair trade practice, “attempt[s] to hold [Roblox] responsible for users’ speech or [Roblox’s] decision to publish it.” *Est. of Bride by & through Bride v. Yolo Techs., Inc.*, 112 F.4th 1168, 1180 (9th Cir. 2024) (affirming Section 230 dismissal of products liability claims). This is barred by Section 230.

The State seeks to hold Roblox “accountable for engaging in deceptive trade practices” promising parents that its interactive gaming platform was safe for children and equipped with ‘every precaution possible’ while knowing that the platform lacked necessary guardrails and facilitated the sexual exploitation of teen and preteen children and the distribution of child sexual abuse material [and] for failing to warn Iowa parents of the ongoing sexual exploitation of children on their platform.

(*Id.*) The State cites Roblox’s allegedly misleading statements regarding the platform’s safety for children. (*Id.* ¶ 146.) Yet, because the State’s claim arises from an alleged duty to moderate the platform to prevent minors from facing certain alleged risks posed by third-party content, Section 230 bars these claims. *See MySpace*, 528 F.3d at 420; *Herrick v. Grindr, LLC*, 306 F. Supp. 3d 579, 588–94 (S.D.N.Y. 2018) (dismissing plaintiff’s claims for products liability, negligent design, failure to warn, negligence, NIED, and IIED as all barred by Section 230), *aff’d*, 765 F. App’x 586, 591 (2d Cir. 2019) (affirming dismissal, noting that plaintiff’s “failure to warn claim is inextricably linked to Grindr’s alleged failure to edit, monitor, or remove the offensive content” and is barred by Section 230); *Grindr*, 128 F.4th at 1152–54 (affirming dismissal because Section 230 barred negligence, product liability, and misrepresentation claims where defendant’s app allegedly matched adults and children for sexual activity and failed to warn of risk of child sexual abuse, and defendant represented app was designed to create a safe environment).

Indeed, the State’s allegations reveal an apparent belief that the Roblox platform is allegedly unsafe for children *precisely because of* Roblox’s content moderation practices,

including its chat filters and parental controls. (*See* Pet. ¶ 37 (“Even with parental oversight settings enabled, parents continue to lack visibility as to who their child is messaging and what the messages say, leaving unaddressed Roblox’s fundamental deficiency that facilitates grooming and predation on children—adult access to and communication with children.”); *see also id.* ¶¶ 8, 36, 98, 103, 112, 146, 179, 181, 193.) Liability for such claims is barred by Section 230, even when framed as an ICFA claim. *See State ex rel. Skrmetti, v. Meta Platforms, Inc.*, No. 23-1364-IV, 2024 WL 6077796, at \*9 (Tenn. Chan. Ct. Davidson Cnty. Oct. 17, 2024) (noting that Section 230 “protects tools that filter, pick, choose, digest, and organize content[,]” including “tools meant to facilitate the communication and content of others[.]”); *see also District of Columbia v. Meta Platforms, Inc.*, No. 2023-CAB-6550, 2024 WL 5700129, at \*8 (D.C. Super. Ct. Sept. 9, 2024) (observing that Section 230 immunity is “properly understood as protection for social media companies and other providers from ‘intermediary’ liability—liability based on their role as mere intermediaries between harmful content and persons harmed by it.” (citations omitted)).

In *In re Social Media*, when 30 state attorneys general alleged Meta violated state consumer protection laws similar to ICFA, the Northern District of California noted that “Section 230 provides a fairly significant limitation on the states’ consumer protection claims[,]” insulating the “design and deployment of most features alleged to be unfair or unconscionable.” *In re Soc. Media Adolescent Addiction/Pers. Inj. Prods. Liab. Litig.*, 753 F. Supp. 3d 849, 865 (N.D. Cal. 2024), *appeal dismissed sub nom., Fla. Off. of Att’y Gen. v. Meta Platforms, Inc.*, No. 24-7019, 2024 WL 5443167 (9th Cir. Dec. 16, 2024), *and motion to certify appeal denied*, No. 4:22-MD-3047, 2025 WL 1182578 (N.D. Cal. Mar. 11, 2025). As a result, the court granted Meta’s motion to dismiss those state claims targeting certain platform features such as “infinite scroll and autoplay; ephemeral content; how Meta designed and deployed audiovisual and vibration notifications and

alerts; the quantification and display of likes; and how Meta algorithmically served content to young users.” *Id.* at 884. As with *Skrmetti, v. Meta Platforms, Inc.*, the court in *In re Social Media* allowed the states’ omission claims to proceed *only* because it found the states’ claims related to harm attendant to *the platform itself* (*i.e.*, “known risks of addiction attendant to any platform features or platform construction in general”)—*not* content posted or generated by third parties. *Id.* at 889, 932.

To the extent the State’s ICFA claim is based on alleged “false and misleading statements” concerning the Roblox platform or “operational and design flaws” (*cf.* Pet. ¶¶ 188–215), Section 230 bars such claims. This is because the claim targets Roblox’s content moderation practices, including its purported decision not to warn users of, or make other statements regarding, alleged risks posed by third parties on the platform. In *Grindr*, that plaintiff sought to hold Grindr liable for allegedly misrepresenting that “it would maintain a ‘safe and secure environment for its user[s].’” 128 F.4th at 1154. The Ninth Circuit held that Section 230 barred all claims, including those claims for misrepresentation, because “Grindr’s general statement that the App is ‘designed to create a safe and secure environment for its users,’ is not a specific promise, but a description of its moderation policy, and thus protected from liability under § 230.” *Id.*; *see also, e.g., A.B. v. Salesforce, Inc.*, 123 F.4th 788, 795 (5th Cir. 2024) (encouraging courts to “reach a plaintiff’s specific factual allegations and the implications of those allegations,” to “detect claims that seek to avoid section 230’s grant of immunity [through] artful[] pleading”). Here, the State attempts to attach ICFA liability to Roblox’s content moderation practices and its failure to make certain statements regarding those practices. Section 230 bars such liability.

**B. The State Fails to State a Claim Under ICFA.**

An ICFA claim requires that there be an alleged act or practice by Roblox that constitutes an “unfair practice, deception, fraud, false pretense, false promise, or misrepresentation, or the

concealment, suppression, or omission of a material fact with intent that others rely upon the concealment, suppression, or omission. *See* Iowa Code § 714.16(2)(a). The alleged conduct must be “in connection with the lease, sale, or advertisement of any merchandise.” *Id.* “Merchandise” is expressly defined to “include[] any objects, wares, goods . . . or services.” *Id.* § 714.16(1)(e).

The State’s Petition states a single ICFA claim under those two theories of violation: an “unfair practice” or a “deception.” (*See* Pet. ¶¶ 188–215.) It does *not* expressly state any other theory of liability under the statute, such as fraud, false pretense, false promise, misrepresentation, or concealment, suppression, or omission of a material fact. (*Id.*)

The State’s unfair practices claim appears to relate to the State’s view of the sufficiency of Roblox’s child-protective features on its platform. For example, the State alleges Roblox has “operational and design flaws exposing children to child exploitation dangers”; “insufficient age, parental consent, and identity verification”; and “unmonitored and under-moderated experiences.” (*Id.* ¶ 193.) Additionally, the deceptive practices claimed by the State appear to fall into two broad categories: (1) that Roblox misrepresented its suitability for children by, for example, stating Roblox is “a safe, moderated place”; and (2) that Roblox misrepresented various child protective features such as content moderation and user suspension procedures. (*Id.* ¶ 207.)

Even accepting the Petition’s factual allegations as true, the State’s ICFA claim fails for multiple reasons. *First*, the Roblox platform cannot be “merchandise” under the statute. *Second*, none of Roblox’s alleged practices were carried out “in connection with” the sale or advertisement of the Roblox platform. *Third*, the State’s lawsuit is an open attempt to hold Roblox liable under ICFA for the actions of third parties, which has been outright rejected by Iowa courts and is entirely improper. And *fourth*, none of Roblox’s alleged acts, omissions, statements, or practices—as they are described in the Petition—are unfair or deceptive.

**1. Roblox is not a “service,” and its users are not “consumers” under ICFA.**

As a matter of law, Roblox is not a “service” under ICFA, and its users are not “consumers.” The sale and advertisement of a service is actionable under ICFA because “merchandise” is defined to expressly include “services.” *See* Iowa Code § 714.16(1)(e). However, a “service” is defined as, “the act of doing something useful for a person or company for a fee.” *Scenic Builders, L.L.C. v. Peiffer*, No. 10–0794, 2011 WL 2078225, at \*2 (Iowa Ct. App. May 25, 2011) (citation modified) (emphasis added). To the extent the State’s allegations rest on Roblox’s sale or advertisement of its online gaming platform, Iowans are not consumers of any “service” within the meaning of ICFA because Roblox is a *free* online platform. *Compare* Pet. ¶ 34, with *Scenic Builders*, 2011 WL 2078225, at \*2; *see also Commonwealth Edison Co. v. Munizzo*, 986 N.E.2d 1238, 1248 (Ill. App. Ct. 2013) (“We agree with the trial court that the transaction described in [the plaintiff’s] consumer fraud count is not one involving a person who purchases or contracts for the purchase of merchandise.”).<sup>10</sup>

Indeed, ICFA’s very purpose is to provide restitution to consumers for amounts paid. *See* Iowa Code § 714.16(7).<sup>11</sup> Examining ICFA’s purpose, the Iowa Supreme Court has concluded that it was enacted to “protect *buyers* from fraudulent practices” based on “the historical development of consumer law.” *Hydro Mag, Ltd.*, 436 N.W.2d at 620–21 (emphasis added).

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<sup>10</sup> ICFA is modeled after Illinois’s Consumer Fraud Act. Accordingly, Iowa courts give weight to Illinois case law interpreting the analogous Illinois statute when adjudicating ICFA claims. *See State ex rel. Miller v. Hydro Mag, Ltd.*, 436 N.W.2d 617, 621 (Iowa 1989) (“The Iowa Consumer Fraud Act was patterned after the Illinois Consumer Fraud Act.”).

<sup>11</sup> ICFA itself describes its remedial goals to include “restor[ing] to any person in interest any moneys or property, real or personal, which have been acquired by means of a practice declared to be unlawful by this section” Iowa Code § 714.16(7); *see also State ex rel. Miller v. New Womyn, Inc.*, 679 N.W.2d 593, 597 (Iowa 2004) (holding ICFA’s remedial authority is to recompense “any person in interest” for “the money they have lost”). ICFA’s legislative history confirms this reading. *See Sallee v. Stewart*, 827 N.W.2d 128, 148 (Iowa 2013) (courts may consider legislative history to interpret ambiguous statute); Iowa Code § 4.6(3) (same).

Other ICFA provisions further underscore that an exchange of money is a prerequisite for any finding of liability. First, in the section allowing for disgorgement, ICFA presumes that “[i]f a person has acquired moneys or property by any means declared to be unlawful by this section,” there will be “consumers entitled to the reimbursement” of that money—*i.e.*, that the challenged action caused the consumers to pay for something. *See* Iowa Code § 714.16(7). Second, Section 714.16(2)(o)(1) makes it “an unlawful practice for a person to make a free offer to a consumer . . . unless the person provides the consumer with clear and conspicuous information regarding the terms of the free offer before the consumer agrees to accept.” Notably, even in Section 714.16(2)(o)(1), which expressly addresses “free offer[s],” the legislature made clear that the provision was intended to protect consumers from *financial* detriment, defining “[f]ree offer” as “an offer of goods or services without cost . . . to a consumer that, if accepted, causes the consumer to incur *a financial obligation*,” *e.g.*, a free preview or offer that automatically rolls into a paid subscription. *Id.* § 714.16(2)(o)(6)(e)(i) (emphasis added).

Roblox is a *free* gaming platform. (Pet. ¶ 34.) This fact is pleaded and uncontested. (*Id.*) Although users can make entirely optional purchases within the Roblox platform, there is no fee to download or play. (*See id.*) Put differently, Roblox does not “acquire” any money or property from users simply by their use of the platform, and thus no “reimbursement” can be due. *See* Iowa Code § 714.16(7). Accordingly, the State’s claim fails with respect to any and all aspects of its claim based upon users’ access to and use of the free Roblox platform since it is not a “service,” as defined by ICFA.

**2. The alleged misrepresentations were not made “in connection with” a sale or advertisement as required under ICFA.**

Under ICFA, there must be an alleged unfair or deceptive act done by the defendant “in connection with” a sale or advertisement. Iowa Code § 714.16(2)(a); *see State ex rel. Miller v.*

*Cutty's Des Moines Camping Club*, 694 N.W.2d 518, 524–25 (Iowa 2005) (“*Cutty's*”). An “advertisement” under ICFA is any “attempt by publication, dissemination, solicitation, or circulation to induce directly or indirectly any person to enter into any obligation or acquire any title or interest in any merchandise.” Iowa Code § 714.16(1)(a). A “sale” is defined to “include[] any sale, offer for sale, or attempt to sell any merchandise for cash or on credit.” *Id.* § 714.16(1)(g). In *Cutty's*, the Court concluded that, to state an ICFA claim, the State must “show some relation or nexus” between the alleged fraud and the advertisement or sale. *See Cutty's*, 694 N.W.2d at 526. Although the alleged misrepresentation need not occur *during* the transaction, it still must be “related to, linked to, or associated with” the alleged fraud. *Id.* (citations omitted).

Here, no allegation of wrongdoing *by Roblox* relates to or references the advertisement or sale of Roblox gift cards, subscriptions, Robux, and/or physical items—much less alleges any “attempt . . . to induce” or advertise the purchase thereof. *See id.* § 714.16(1)(a). Nor do any of the State’s allegations of unfair and/or deceptive practices have any “relation or nexus” to these items. *See Cutty's*, 694 N.W.2d at 526. According to the State, “[p]hysical gift cards and toys that Roblox sells at brick-and-mortar locations in Iowa are meant to lure new minor users onto the platform itself and stimulate demand for existing users.” (Pet. ¶ 24.) But to support an ICFA claim based on Roblox’s alleged sale or advertisement of these physical items, there must be an “unfair practice” or “deception” “in connection with” the sale or advertisement of *these items*, not the sale or advertisement of the separate free online service. Iowa Code § 714.16(2)(a). No such practice or deception is alleged anywhere in the Petition. Because there is no relation or nexus between any alleged deceptive and/or unfair practice by Roblox and the advertisement or sale of Roblox gift cards, toys, subscriptions, or Robux, the State’s ICFA claim fails and must be dismissed. *See Cutty's*, 694 N.W.2d at 526–27.

**3. ICFA prohibits the State’s attempt to hold Roblox liable for the conduct of third parties.**

The Petition is replete with inapposite allegations about third-party conduct and improper claims that Roblox should be liable for those actions of third parties. For example, the Petition refers to alleged actions of third-party developers in creating interactive experiences for the Roblox platform. (*See, e.g.*, Pet. ¶¶ 5, 26–27, 51, 55.) The State pleads various harms directly caused by third-party bad actors—almost exclusively outside the Roblox platform entirely—but then proceeds to argue that Roblox should be held liable for this conduct, that was entirely outside its knowledge or control. (*See, e.g., id.* ¶¶ 10–13, 62, 66, 152–57.) The Petition further alleges misconduct perpetrated on other online platforms. (*See, e.g., id.* ¶ 62 (communications “moved to other online platforms and, eventually, offline”); *id.* ¶ 66 (predators “move communications to another app, such as Snapchat or Discord”); *id.* ¶ 112 (“150 Discord groups” allegedly exploiting enforcement mechanisms).) But these allegations, and all allegations in the Petition relating to third-party conduct, fail to state a claim against Roblox for several reasons.

*First*, courts have rejected attempts to hold a defendant liable for actions done on behalf of a third party. *See State ex rel. Miller v. Rahmani*, 472 N.W.2d 254, 255 (Iowa 1991). Here, the State attempts to go even further than in *Rahmani*, as it seeks to impose ICFA liability on Roblox for the actions of independent third parties. (*See, e.g.*, Pet. ¶¶ 10–13, 66, 96, 152–57, 177). The State’s theory of liability failed in *Rahmani*—in which an attorney was acting *on behalf of* the client. Therefore, the State’s theory must fail in this case.<sup>12</sup>

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<sup>12</sup> Illinois courts also reject consumer fraud claims based on third-party conduct. *See supra* n.13; *see also, e.g., Madonis v. Sterling Bay Cos., LLC*, No. 1-19-1657, 2020 WL 7059237, at \*9 (Ill. App. Ct. Dec. 2, 2020); *Wilbourn v. Advantage Fin. Partners, LLC*, No. 09-CV-2068, 2010 WL 1194950, at \*11 (N.D. Ill. Mar. 22, 2010); *Ricchuito v. Gen. Motors Corp.*, No. 96 C 6217, 1997 WL 126850, at \*1–2 (N.D. Ill. Mar. 17, 1997).

*Second*, the State’s argument contravenes the broader but well-settled legal principle that third-party conduct is not grounds for a defendant’s liability. *See, e.g., Hagan v. Credit Union of Am.*, No. 11–1131, 2012 WL 1405734, at \*6 (D. Kan. Apr. 23, 2012) (defendants “are not liable for actions allegedly committed by third parties”); *Barrett v. Apple Inc.*, 523 F. Supp. 3d 1132, 1145–49 (N.D. Cal. 2021) (granting motion to dismiss where consumers failed to show operator liability for third-party actions). As discussed with respect to Section 230 *supra*, Roblox provides a virtual forum on which third parties can interact, thereby protecting Roblox from liability for third-party content, including the conduct of those third parties. For example, the State alleges that “predators use Roblox to meet children and move communications to another app, such as Snapchat or Discord.” (Pet. ¶ 66.) Once these users leave the Roblox platform and move to a third-party platform, Roblox simply cannot be liable for users’ conduct on a system over which it has no control. *See Doe v. MySpace, Inc.*, 474 F. Supp. 2d 843, 851–52 (W.D. Tex. 2007) (rejecting claim that defendant “had a duty to institute reasonable safety measures to protect minors from sexual predators”); *D’Ambrosio v. Rajala*, 783 F. Supp. 3d 1077, 1099–1101 (N.D. Ill. 2025) (dismissing negligence and negligent entrustment claims against Meta because plaintiff failed to establish Meta was liable for third-party conduct).

The Petition itself recognizes the disconnect; it acknowledges that “the ultimate solicitation of explicit photos or other criminal acts” occurs on non-Roblox apps. (Pet. ¶ 66.) Likewise, when the State includes in its Petition allegations regarding children who have suffered abuse, the allegations are clear that the harms were perpetrated by third parties outside the control of Roblox—and indeed, offline entirely. (*See, e.g., id.* ¶ 156.) The State cannot seek to hold Roblox

liable for these alleged third-party actions—however terrible they may be—because Roblox did not perpetuate them and cannot control the behavior of third parties.<sup>13</sup>

*Third*, to any extent the State’s Petition could be read to seek to impose liability on Roblox over these prohibitions on third-party liability on any theory of “concealment,” it is asking this Court to countenance a new and impermissible form of strict liability—*i.e.*, a “liability without fault,” *Hagen v. Taxaco Refin. & Mktg., Inc.*, 526 N.W.2d 531, 537 (Iowa 1995)—that contravenes ICFA’s plain language. *See* Iowa Code § 714.16(2)(a). The statute provides:

The act, use or employment by a person of an unfair practice, deception, fraud, false pretense, false promise, or misrepresentation, or the concealment, suppression, or omission of a material fact *with intent that others rely* upon the concealment, suppression, or omission, in connection with the lease, sale, or advertisement of any merchandise or the solicitation of contributions for charitable purposes, whether or not a person has in fact been misled, deceived, or damaged, is an unlawful practice.

*Id.* (emphasis added).

The State omitted the intent requirement from its recitation of the statute in its Petition—*twice*. (*See* Pet. ¶¶ 189, 203.) But that requirement nevertheless controls on any “concealment” theory. If the legislature had wanted to impose strict liability for such claims, it knew how to do so. *See, e.g., Hagen*, 526 N.W.2d at 536–37. But the legislature chose to impose an express intent requirement instead. *See* Iowa Code § 714.16(2)(a). The Court should reject the State’s attempt to reform ICFA to permit third-party strict liability claims against Roblox. *See Scoggins v. Wal-Mart Stores, Inc.*, 560 N.W.2d 564, 571 (Iowa 1997). For these reasons, the State’s ICFA claim against Roblox based on third-party conduct fails as a matter of law.

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<sup>13</sup> The State cannot circumvent the rule against third-party liability merely by alleging unrelated facts about gift cards, merchandise, toys, or Roblox. (*See, e.g., id.* ¶¶ 21–24, 32, 63–65.) Courts routinely reject attempts to hold businesses liable for alleged acts by third parties involving gift cards or other similar value instruments. *See, e.g., He v. Apple, Inc.*, 189 A.D.3d 1984, 1985–87 (N.Y. App. Div. 2020); *Barrett*, 523 F. Supp. 3d at 1145–49; *Sharp v. Long Island Corp. Off. of Home Depot*, 135 N.Y.S.3d 765 (N.Y. App. Div. 2020) (slip copy); *Moss v. Lowe’s Home Ctrs., Inc.*, CA 16–630, 2016 WL 7234765, at \*2 (La. Ct. App. Dec. 14, 2016).

**4. The State does not allege any actionable deceptive act or practice under ICFA.**

The State's Petition fails to plead an ICFA deception claim upon which relief could be granted as a matter of law for three reasons. *First*, the State's allegations demonstrate that it cannot under any set of circumstances satisfy the higher evidentiary burden applicable to actions based on concealment, suppression, or omission of material facts, which requires proof of reliance, damages, intent to deceive, and that Roblox had knowledge of the falsity of the claim or ignorance of the truth. *Second*, the alleged representations are subjective opinions, "puffery," and therefore not actionable. *Third*, the alleged representations are not material.

ICFA defines "[d]eception" as "an act or practice which has the tendency or capacity to mislead a substantial number of consumers as to a material fact or facts." Iowa Code § 714.16(1)(c). A misrepresentation is "material" if it is "likely to affect a consumer's conduct or decision with regard to a product or service." *Rahmani*, 472 N.W.2d at 258.

*i. The State fails to plead an omission claim.*

The Petition demonstrates how the State cannot meet the higher standard applied to actions that are based on the concealment, suppression, or omission of material facts. In such cases, the State must satisfy additional common law fraud elements: "reliance, damages, intent to deceive, or that the person who engaged in an unlawful act had knowledge of the falsity of the claim or ignorance of the truth." *Vertrue, Inc.*, 834 N.W.2d 12, 28 (Iowa 2013). (quoting Iowa Code § 714.16(7)). Here, the State alleges that Roblox concealed dangers about its platforms and failed to warn parents and children of those dangers. (*See* Pet. ¶¶ 3, 67.) However, the State does not allege that a user relied on that concealment or omission after which resulted in damages to that user. Nor does the Petition put the Court or Roblox on notice of any possible factual circumstance that could satisfy those requirements. Therefore, the State has not pleaded a claim on which relief

can be granted and cannot obtain reimbursement or injunctive relief. *Vertrue, Inc.*, 834 N.W.2d at 30–31.

ii. *Roblox’s representations about the safety of its platform are subjective opinions and therefore not actionable.*

As a matter of law, the State cannot now and will never be able to satisfy the ICFA requirement that the alleged misrepresentations be misstatements of *fact*; instead, the alleged statements by Roblox are subjective opinion statements—with which the State simply disagrees. The State’s disagreement on a matter of opinion is not actionable. A deception claim must be based on a deceptive or misleading representation of *fact*, capable of being assessed for its truthfulness.

The law is clear that a subjective opinion is not a material fact. Opinion statements have consistently been deemed non-actionable across a variety of areas of the law: by Iowa courts addressing common-law fraud<sup>14</sup> and defamation<sup>15</sup> claims; by Illinois courts interpreting their analogous consumer protection statute<sup>16</sup>; and by other states construing materially similar consumer protection statutes.<sup>17</sup>

Statements of subjective opinion are plainly excluded from ICFA liability because they are not and cannot be “facts.” Indeed, it is well established that statements of mere opinion or “puffery,” especially those that are vague, optimistic, and not easily verifiable, are not actionable.

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<sup>14</sup> See, e.g., *Rowe Mfg. Co. v. Curtis-Straub Co.*, 273 N.W. 895, 897 (Iowa 1937) (statements describing a product as having the “best design on the market” not actionable because “[e]xpressions of opinion, though extravagant, are not false representations of fact”).

<sup>15</sup> See, e.g., *Andrew v. Hamilton Cnty. Pub. Hosp.*, 960 N.W.2d 481, 491 (Iowa 2021) (noting that “statements of opinion can be actionable if they imply a provabl[y] false fact, or rely upon stated facts that are provably false” (citation modified)).

<sup>16</sup> See, e.g., *Muhammad v. Adams Fam. Trucking*, No. 1-22-1251, 2023 WL 7548056, at \*10 (Ill. Ct. App. Nov. 14, 2023) (“Telling an insured that its coverage is ‘adequate’” is a non-actionable opinion because “[w]hat is ‘adequate’ is in the eye of the beholder” and is “impossible to characterize . . . as ‘false’ in the first place”); *Spiegel v. Sharp Elecs. Corp.*, 466 N.E.2d 1040, 1044 (Ill. Ct. App. 1984). See also *supra* n.13.

<sup>17</sup> See, e.g., *Lambert v. Downtown Garage, Inc.*, 553 S.E.2d 714, 712–13 (Va. 2001); *Winton v. Johnson & Dix Fuel Corp.*, 515 A.2d 371, 374 (Vt. 1986).

*Int'l Milling Co. v. Gisch*, 137 N.W.2d 625, 631 (Iowa 1965) (“A mere statement of an honest opinion, as distinguished from an assertion of fact will not amount to fraud, even though such opinion be incorrect.”); *City of Plantation Police Officers Pension Fund v. Meredith Corp.*, 16 F.4th 553, 556–57 (8th Cir. 2021) (“vague and optimistic rhetoric . . . constitutes corporate puffery” that cannot support a fraud claim (citation modified)); *Adrian Trucking, Inc. v. Navistar, Inc.*, 609 F. Supp. 3d 728, 752 (N.D. Iowa 2022) (rejecting ICFA claim because Plaintiff could not show subjective statements about trucks were false when made and were mere puffery); *Morris Aviation, LLC v. Diamond Aircraft Indus., Inc.*, 536 F. App'x 558, 563 (6th Cir. 2013) (holding airplane manufacturer’s statement that engine manufacturer was “reliable” as non-actionable puffery); *In re Lyft Inc. Sec. Litig.*, 484 F. Supp. 3d 758, 770 (N.D. Cal. 2020) (finding “generalized assertions about Lyft’s commitment to safety, its safety measures, and the role safety plays in the rideshare market” were non-actionable puffery).

Here, Roblox’s alleged representations—*i.e.*, that it has taken “every precaution possible”; that “safety is Roblox’s number one priority”; that Roblox has a “zero-tolerance policy for obscenities and inappropriate content”; and that it “strives to continually develop new and innovative technologies that will protect the safety of our community”—are categorically opinion statements. (Pet. ¶¶ 3, 15, 120, 132, 137, 207(b), (d), (f) (citation modified).) They are subjective, aspirational statements about the level of safety and security that Roblox “strives” to achieve to protect its users. (*Id.*) While no one can take *literally* “every” precaution possible, Roblox strives to do, for example, by using technology in the form of both human moderators and machine detectors. (*Id.* ¶ 121.)

*iii. Roblox’s alleged representations are not material.*

Even if the alleged representations *were* statements of fact—though they are not—the alleged representations are not material. A material misrepresentation is defined as an “untruthful

statement which is likely to affect a consumer’s conduct or decision with regard to a product or service.” *Rahmani*, 472 N.W.2d at 258. A statement of fact is only “material” under ICFA if it creates a “misleading impression . . . involving information that is important to consumers and, hence, likely to affect their choice of, or conduct regarding, a product.” *Vertrue, Inc.*, 834 N.W.2d at 34 (citation modified); *see also Schreib v. Walt Disney Co.*, No. 1-05-0094, 2006 WL 573008, at \*4 (Ill Ct. App. Feb. 1. 2006) (“A material fact is a fact that a buyer would be expected to rely on [when] deciding whether to make the purchase.”).

Here, none of the alleged representations are “material” because there is no assertion that the identified representations affected Roblox customers’ conduct or decisions with respect to the purchase of any product. For example, Roblox is alleged to represent that it enables certain safety features to protect children from predators and inappropriate content; but that representation is not alleged to have caused any users or consumers to act any differently with respect to any purchase. (See Pet. ¶¶ 132, 137, 207(b).) The Petition does not contend that Roblox’s alleged statements were material or that they affected consumers’ conduct or purchase decisions. Due to the nature of the free service, it is impossible to satisfy this requirement as a matter of law. Therefore, Roblox’s alleged representations cannot be “material” and cannot support an ICFA claim.

**5. The State has not pleaded a cognizable unfair practices claim under ICFA.**

An “[u]nfair practice” under ICFA is defined as “an act or practice which causes substantial, unavoidable injury to consumers that is not outweighed by any consumer or competitive benefits.” Iowa Code § 714.16(1)(i). An important contributor to any finding of an unfair practice is “[a] course of conduct contrary to what an ordinary consumer would anticipate.” *Vertrue*, 834 N.W.2d at 37 (citing *Cutty’s*, 694 N.W.2d at 530). The Petition pleads no such case, as the State has not established that any of the injuries allegedly suffered due to Roblox’s

purportedly unfair practices were unavoidable as contemplated in the statute. Accordingly, the State's claim that Roblox engaged in unfair practices fails.

To state an unfair practices claim upon which relief may be granted, the State needs to allege some conduct by Roblox that caused “substantial, unavoidable injury to consumers” and that the purported injury is otherwise “not outweighed by any consumer or competitive benefits.” Iowa Code § 714.16(1)(i). The statute itself does not define “unavoidable”—thus, the term is to be given its common, ordinary meaning. *See In re JC*, 857 N.W.2d 495, 500 (Iowa 2014) (“We give words in statutes their common, ordinary meaning in the context within which they are used unless the words are defined in the statute or have an established legal meaning.”). As such, an “unavoidable” injury for the purposes of ICFA is one that a consumer cannot prevent “by common prudence and foresight,” or otherwise is “inescapable despite reasonable care and caution.” *Unavoidable*, Black's Law Dictionary (12th ed. 2024).

Iowa case law confirms this plain-language interpretation. In *Vertrue*, the Iowa Supreme Court found that a telemarketing script “offering a \$25 gift card to encourage future patronage” was an unfair practice because it failed to “promptly disclose the purpose of the interaction.” 834 N.W.2d at 35. However, the actual purpose of the gift card was to “lure unwitting consumers into enrolling in membership programs” with an entirely different business. *Id.* Accordingly, the Court found that the “scheme was an unfair practice because it was likely to result in unavoidable injury to consumers who did not realize by purchasing one service they were obligating themselves to pay a monthly premium for a separate membership.” *Id.* at 42. Put differently, the script enabled the defendant to engage in “[a] course of conduct contrary to what an ordinary consumer would anticipate.” *Id.* at 37.

Conversely, in the present case, the State makes no allegation that Roblox engaged in conduct remotely analogous to that of the defendant in *Vertrue*. By the plain language of the statute and supporting case law, if a consumer can reasonably take an action to avoid injury that is not undermined by the defendant's conduct, that practice is not unfair *per se*. See Iowa Code § 714.16(1)(i); *Vertrue*, 834 N.W.2d at 37; see also *Cutty's*, 694 N.W.2d at 525, 529–30.

Even accepting the Petition's allegations as true, the State does not plead that any of the injuries allegedly suffered by any Iowa consumer were unavoidable, nor can the State make such an allegation. Rather, the State admits that users must create an account and agree to Roblox's Terms of Use before accessing the Roblox platform. (Pet. ¶ 35.) The State never alleges that Iowa users accessed the platform without creating an account, or that Roblox prevented its users or their parents/guardians from reviewing Roblox's Terms of Use or utilizing the safety features available on the platform. No user is compelled or otherwise induced to enter any specific "experience" on the platform, nor is a user compelled or otherwise induced to exchange instant messages with any other Roblox player. Certainly, no user could possibly be compelled by Roblox to engage with third-party bad actors on third-party systems.

Roblox users (and their parents via parental control tools) have the freedom of choice as to how they engage on the platform, contrary to the plaintiffs in *Vertrue* who were deceived into agreeing to recurring membership payments to a different business entity than the one with which they believed they were conducting business. See *Vertrue*, 834 N.W.2d at 35, 37. Because Roblox users and their parents have complete discretion as to how they use (or do not use) the Roblox platform, the State's claim that Roblox's alleged unfair practices fails to plead a case in which an *unavoidable* injury could possibly have occurred.

Finally, despite filing a Petition that devotes over 95 pages to discussing the Roblox platform, the State never acknowledges, or otherwise attempts to assess, the benefits enjoyed by the tens of millions of daily active users on Roblox’s platform. (Pet. ¶ 2.) The Petition makes no attempt to evaluate the countervailing benefits of Roblox’s conduct to competition. Indeed, there is no mention of competition in the Petition at all, other than a passing reference to Roblox as “one of the most popular online gaming platforms in the United States.” *Id.* Accordingly, the State’s claim that Roblox engaged in unfair practices under ICFA must fail.

**C. The First Amendment Bars the State’s Claim.**

Lastly, the First Amendment bars the State’s claim. Roblox is a video gaming platform where users create, share, and communicate, and thus is a form of protected expression. *See Brown v. Ent. Merchs. Ass’n*, 564 U.S. 786, 790 (2011) (“Like the protected books, plays, and movies that preceded them, video games communicate ideas.”); (*see also* Pet. ¶¶ 114, 117, 119.) The State cannot compel Roblox to issue non-factual warnings, nor can it restrict Roblox’s content-based speech.

*First*, the State seeks to compel Roblox to fundamentally alter its platform by adding non-factual warnings, disabling certain communications, and/or further soliciting parental consent. In essence, the State suggests that Roblox violated ICFA by not designing a game in accordance with the State’s subjective beliefs as to what features would make it “safer.” (*See* Pet. ¶ 108 (suggesting Roblox would be safer by “adding pop-up safety notices within chats and games to warn users about their behavior or the dangerous behavior of others”); *id.* ¶ 99 (suggesting Roblox adopt an abolished chat feature, like Nintendo).) But under well-established First Amendment principles, the State cannot compel speech nor impose liability for failing to speak on a creative gaming platform. *See Pac. Gas & Elec. Co. v. Pub. Utils. Comm’n of Cal.*, 475 U.S. 1, 16 (1986) (plurality opinion) (“For corporations as for individuals, the choice to speak includes within it the choice of

*what not to say.*” (emphasis added)). Nor is it the State’s role to act as *de facto* regulator of internet platforms through litigation, dictating required safety features and content moderation practices. On the contrary, content moderation “is generally considered expressive activity and is protected under the First Amendment.” *See, e.g., Bogard v. Tiktok*, No. 24-cv-03131, 2025 WL 3637035, at \*20 (N.D. Cal. Dec. 15, 2025) (citing *Moody v. NetChoice, LLC*, 603 U.S. 707, 731 (2024) (“Deciding on the third-party speech that will be included in or excluded from a compilation—and then organizing and presenting the included items—is expressive activity of its own.”); *Mac Isaac v. Twitter, Inc.*, 557 F. Supp. 3d 1251, 1261 (S.D. Fla. Aug. 30, 2021) (Twitter “has a First Amendment right to decide what to publish and what not to publish on its platform”) (internal quotations and citation omitted); *State ex rel. Skremetti*, 2024 WL 6077796, at \*13 (“Some of the State’s deception claim allegations could be construed as being based on specific third-party content . . . . These allegations could be interpreted as being premised on Meta’s role as a publisher, which would be prohibited under the First Amendment.”).

The First Amendment similarly bars the State from policing the language used to describe the safety of Roblox’s platform. Indeed, the Seventh Circuit reached this exact conclusion in *Entm’t Software Ass’n v. Blagojevich*, 469 F.3d 641, 652 (7th Cir. 2006), when it enjoined Illinois’s efforts to compel video game manufacturers to label games with specified age labels on “sexually explicit” video games. Though in that case, the State of Illinois argued that such age labeling was “purely factual and uncontroversial,” the court rejected that argument, explaining that such compelled speech is not purely factual where the meaning of that speech can be understood differently by different audiences. *Id.* (explaining “[e]ven if one assumes that the State’s definition of ‘sexually explicit’ is precise, it is the State’s definition—the video game manufacturer or retailer may have an entirely different definition of this term.”). The same principle applies here, where

the State alleges that Roblox’s safety statements are misleading and that Roblox should be compelled to warn users that its platform is allegedly unsafe. For the reasons discussed *supra*, the disclosures the State seeks from Roblox are not “purely factual,” where what is considered “unsafe” is a matter of opinion and could hold different meaning for the State, Roblox, and individual Roblox users.

*Second*, the State attempts to restrict content-based speech in a manner that is not narrowly tailored and therefore fails to satisfy strict scrutiny as a matter of law. *See, e.g., Moody*, 603 U.S. at 740 (outlining that content and moderation restrictions imposed by states on social media platforms fail either strict or intermediate scrutiny); *NetChoice, LLC v. Yost*, 778 F. Supp. 3d 923, 952–53 (S.D. Ohio 2025) (finding state’s attempt to require parental consent a content-based restriction subject to strict scrutiny) (citation omitted).

As discussed *supra*, State’s allegations regarding alleged harms to Iowa consumers flow from the wrongful conduct of third-party bad actors. (*See, e.g., Pet.* ¶¶ 5, 26–27, 51, 55 (third-party developers creating “experiences”); *id.* ¶¶ 62, 153–157 (“Real Life” harms coordinated on third-party apps).) But the State’s present claim solely targets the protected speech and conduct of Roblox, rather than unlawful conduct committed by third parties. *See Yost*, 778 F. Supp. 3d at 955 (“[T]o survive strict scrutiny, the State must ‘specifically identify an actual problem in need of solving’ and show that ‘the curtailment of free speech must be actually necessary to the solution.’” (quoting *Brown*, 564 U.S. at 799)). The State can neither allege nor adduce any set of facts to show that curtailing Roblox’s protected speech is narrowly tailored to thwart the actions of these independent third-party bad actors. *See Mormann v. Iowa Workforce Dev.*, 913 N.W.2d 554, 575 (Iowa 2018) (“[A] plaintiff may plead himself out of court by alleging facts that provide the [defendant] with a bulletproof defense.”). Accordingly, the State’s claim should be dismissed.

V. **CONCLUSION**

For the foregoing reasons, this Court should grant Roblox's Motion to Dismiss with prejudice pursuant to Iowa Rule of Civil Procedure 1.421(1)(f), without granting the State leave to amend.

*[attorney signature block on next page]*

Dated: February 20, 2026

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**ATTORNEYS FOR DEFENDANT ROBLOX  
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**CERTIFICATE OF SERVICE**

I certify that on February 20, 2026, I electronically filed the foregoing with the Clerk of Court using the EDMS system, which will send notification of such filing to all parties participating in the Court's electronic filing system.

*/s/ Paulette Ohnemus*

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