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

19 JOHN DOE B.D., a minor, by and
20 through his GUARDIAN and NEXT
21 FRIEND, JANE DOE T.F.,
22 individually and on behalf of all others
23 similarly situated,

24 Plaintiff,

25 v.

26 ROBLOX CORPORATION,

27 Defendant.

28 Case No. 3:26-cv-04405

**CLASS ACTION COMPLAINT AND
DEMAND FOR JURY TRIAL**

- (1) Violations of the FLSA (Child Labor and Wage Provisions)
- (2) Violations of the FLSA (Minimum Wage and Overtime Violations)
- (3) Violations of UCL (Unlawful Business Practices)
- (4) Violations of UCL (Unfair Business Practices)
- (5) Violations of UCL (Fraudulent Business Practices)
- (6) Unjust Enrichment
- (7) Negligence
- (8) Violations of the FAL
- (9) Violations of Cal. Lab. Code
- (10) Violation of Cal. Lab. Code - Payment in Unlawful Currency (Company Scrip)

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1 **CLASS ACTION COMPLAINT**

2 Jane Doe T.F., as guardian and next friend for minor Plaintiff John Doe B.D. (“Plaintiff”),
3 individually, and on behalf of all other persons similarly situated—comprised of FLSA Collective
4 Members who opt in to this action under 29 U.S.C. § 216(b), and Rule 23 Class and Subclass Members
5 as defined herein—allege the following against Defendant Roblox Corporation (“Roblox” or
6 “Defendant”) based on personal knowledge as to their own circumstances and on information and belief
7 as to all other matters, including investigation conducted by their attorneys.

8 **SUMMARY OF THE CASE**

9 1. “You can say, ‘Okay, we are exploiting, you know, child labour,’ right? Or, you can say:
10 we are offering people anywhere in the world the capability to get a job, and even like an income. So I
11 can be like 15 years old ... and then now, with just a laptop, I can create something, make money, and
12 then sustain my life.”¹ That admission—volunteered publicly by Roblox’s Studio Head, Stefano Corazza,
13 in March 2024—is not the conclusion of this lawsuit. It is its starting point. The question is whether Roblox
14 must answer for it. It must—because Roblox did not stumble into child exploitation. It engineered it. And
15 it has profited from it, to the tune of billions of dollars, on the labor of children, some as young as eight
16 years old, nearly all of whom received nothing for their work.

17 2. Roblox deliberately built a multi-billion-dollar empire on the unpaid and underpaid labor of
18 children. This action—based on Roblox’s own conduct as platform developer and employer, not third-party
19 content—asserts claims under five liability theories: (1) FLSA and California child-labor violations; (2)
20 FLSA minimum-wage and overtime violations; (3) California Labor Code § 212 prohibition on payment of
21 wages in non-transferable company “scrip”; (4) California UCL and FAL violations; and (5) negligent
22 platform design, unjust enrichment, and constructive trust over perpetual intellectual property licenses
23 Roblox extracted from child creators without lawful compensation.

24
25
26 ¹ Chris Tapsell, *Roblox Studio boss: children making money on the platform isn’t exploitation, it’s a gift*,
27 EUROGAMER (published Apr. 4, 2024, updated May 5, 2024), [https://www.eurogamer.net/roblox-studio-
28 boss-children-making-money-on-the-platform-isnt-exploitation-its-a-gift](https://www.eurogamer.net/roblox-studio-boss-children-making-money-on-the-platform-isnt-exploitation-its-a-gift).

1 3. And while Roblox’s exploitation does not involve the once common hallmarks of child
2 labor—dangerous machinery, visible injuries, or blackened hands from a day in the mines—it is in several
3 ways more insidious: Roblox’s exploitation takes place in the child’s home and is dressed-up as a game—
4 colorful, digital, and marketed to children as “fun.” But child labor law was not written to guard against
5 coal dust; it was written to protect children’s time, economic opportunity, and right to a childhood free from
6 commercial exploitation.

7 4. Roblox knew from its earliest days that the overwhelming majority of its users were children.

8 5. Roblox has long known that adults are preying on its predominantly minor userbase,
9 exploiting their time and labor through tools Roblox built and maintained, including its Developer Exchange
10 (“DevEx”) Program and Talent Hub job board.

11 6. And yet, even armed with this knowledge, Roblox not only failed to protect children—it
12 doubled down on the very design choices that made exploitation inevitable.

13 7. Roblox owed a heightened duty of care to the children it deliberately targeted and attracted
14 to its platform—and failed to protect them.²

15 8. A platform that builds its business on child users owes them more than Roblox has provided.
16 Roblox’s affirmative acts of harm include: (a) operating a job-search platform (the Talent Hub) whereby
17 adult DevEx developers could recruit and hire children without any compliance program to ensure these
18 developers comply with federal and state labor law; (b) failing to implement effective age verification or
19 parental consent protections; (c) failing to implement any reporting or monitoring mechanism to audit adult
20 developers’ solicitations and use of child labor; (d) structuring a closed economy that trapped children,
21 facilitated the exploitation of their labor, and failed to ensure that they would receive fiat currency as
22 compensation; (e) marketing income opportunities to children while concealing that the overwhelming
23

24 _____
25 ² See Interview Series, *Helping Kids Stay Safe During Screen Time: Advice from a Trust and Safety Expert*,
26 KINZOO (Dec. 1, 2021), <https://www.kinzoo.com/blog/helping-kids-stay-safe-during-screen-time-advice-from-a-trust-and-safety-expert>. (Roblox’s former Head of Trust and Safety admitting that on platforms
27 like Roblox, “where a large portion of the demographic is younger users, the responsibility falls more to
28 the company or platform” to protect its users).

1 majority would never receive a dollar; and (f) collecting irrevocable intellectual property licenses to games
2 built by unpaid child labor.

3 9. Despite years of documented warnings from news organizations, safety advocates,
4 researchers, and its own internal awareness, Roblox never implemented age segregation in its creator
5 economy, meaningful protections against adult recruitment of minors, warnings for child creators, or
6 monitoring of adult-to-child labor transactions.

7 10. Plaintiff brings this action on behalf of all minors who were recruited, induced, permitted,
8 or caused to perform labor for Roblox or for other DevEx developers on the Roblox platform. They seek
9 recovery not only for unpaid and underpaid wages, but also for the negligent and exploitative design that
10 foreseeably caused these harms.

11 11. Plaintiff seeks compensatory and punitive damages, restitution, disgorgement of Roblox's
12 unjust profits, imposition of a constructive trust over intellectual property rights obtained through child
13 labor, declaratory and injunctive relief requiring Roblox to implement child labor protections, and
14 attorneys' fees and costs.

15 **JURISDICTION & VENUE**

16 12. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331
17 (federal question), 28 U.S.C. § 1332(d) (Class Action Fairness Act of 2005), and 28 U.S.C. § 1367
18 (supplemental jurisdiction).

19 13. This Court has personal jurisdiction over Defendant because Defendant's principal place of
20 business is in this District, and Defendant has purposefully availed itself of the laws, rights, and benefits of
21 the State of California.

22 14. Venue is proper under 28 U.S.C §1391(b) because Defendant maintains a principal place of
23 business in this District and a substantial part of the events and omissions giving rise to Plaintiff's claims
24 occurred in and emanated from this District.

PARTIES

PLAINTIFF

15. Minor Plaintiff John Doe B.D. is a 13-year-old minor who resides in Fayette County, Georgia with his mother, guardian, and next friend Jane Doe T.F. Because of his status as a minor and the sensitive nature of the allegations—including exposure to adults on the Roblox platform that exploited his labor—he proceeds under pseudonym pending the Court’s ruling on his motion to proceed anonymously.

16. Plaintiff registered for a Roblox account without this parents’ involvement when he was 8 years old. He did so without meaningful age verification, and Roblox permitted him to do so without providing any form of verifiable parental consent. He has been an active user of the Roblox platform continuously since that date.

17. From approximately 2024 to 2026—when Plaintiff was age 11 to 13—he performed substantial labor on the Roblox platform. His work included game design, development, and testing, including advanced Lua scripting, for one or more adult-led DevEx development teams, whose projects were hosted on Roblox and which generated revenue for Roblox.

18. Plaintiff averaged more than 40 hours of labor per week for the adult-led teams over this period, far exceeding the hour limitations applicable to minors under both federal and California law, yet received no monetary compensation whatsoever.

19. Plaintiff’s effective hourly compensation was zero dollars—far below the federal minimum wage of \$7.25/hour and the California minimum wage of \$16.50/hour, to which Plaintiff was entitled under the “economic realities” test or any other applicable test, the application of which confirms that he worked as Roblox’s employee.

20. Before performing this labor, Plaintiff saw and relied on Roblox’s public representations that creators could “Earn Serious Cash” through the DevEx program, that Roblox is a “safe” platform for children, and that “Safety is in our DNA.” Plaintiff viewed Roblox’s marketing material titled “Build your own games and make tons of money!” These false or misleading representations were material to Plaintiff’s decision to invest his time and labor on the platform.

1 30. Roblox officially launched on September 1, 2006, and it was an immediate success with
2 children. “From the very beginning, it was about having kids develop games for other kids.”⁴

3 31. Indeed, as Roblox’s Chief Safety Officer, Matt Kaufman, admitted: “the reality is” that when
4 Roblox “turned it on and they looked at who was using it, there were a lot of kids ... from the very, very,
5 very beginning, they were the ones who were doing the moderation and customer support and answering
6 questions.”⁵

7 32. In its initial years, however, there was little incentive or encouragement for children to
8 monetize their games. That changed dramatically in 2013.

9 **B. The Pivot to Profit (2013-Present)**

10 33. In 2013, Roblox implemented a fundamental shift in its business model by creating the
11 Developer Exchange Program (“DevEx”). Through DevEx, Roblox-approved developers could exchange
12 Robux—Roblox’s proprietary digital currency—for real-world currencies. This business decision
13 transformed the platform from a creative playground into a commercial labor marketplace.

14 34. With this shift, Roblox began aggressively marketing itself to minors as a money-making
15 opportunity, adopting the slogan “Make Anything. Reach Millions. Earn Serious Cash,”⁶ and promising
16 minors they could “Build your own games and make tons of money!”

17 35. Roblox’s marketing deliberately targeted children with promises of wealth creation,
18 knowing children would read and rely on these representations.

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20
21 ⁴ Steven Wong, *How Roblox is Discovering Future Game Developers and Entrepreneurs*, ALISTDAILY
22 (March 21, 2017), <https://www.alistdaily.com/strategy/roblox-discovering-future-game-developers-entrepreneurs/#:~:text=When%20asked%20about%20how%20the,it%20on%20YouTube%20and%20Twitch.>

23 ⁵ Katherine Fung, *How Roblox Became a Trusted Playground for Millions of Kids*, NEWSWEEK (Apr. 23,
24 2025, updated May 7, 2025), [https://www.newsweek.com/entertainment/video-games/how-roblox-became-trusted-playground-millions-kids-2057601.](https://www.newsweek.com/entertainment/video-games/how-roblox-became-trusted-playground-millions-kids-2057601)

25 ⁶ See Cecilia D’Anastasio, *On Roblox, Kids Learn It’s Hard to Earn Money Making Games*, WIRED (Aug.
26 19, 2021), <https://www.wired.com/story/on-roblox-kids-learn-its-hard-to-earn-money-making-games/#:~:text=A%20Roblox%20spokesperson%20tells%20WIRED,professionals%20to%20help%20developers%20succeed.>

1 36. Following the October 2013 launch of DevEx, these children became victims of systematic
2 exploitation.⁷ Roblox transformed itself from an educational tool into a child labor marketplace, making
3 design choices calculated to maximize extraction of user labor, creative output, and revenue, while
4 minimizing compensation, safety, and accountability.

5 37. For example, in Roblox’s original post announcing the DevEx program on its website in
6 October 2013, it plainly described its intentions: “Big picture, we think this will give our builders and
7 developers incentive to not only create stellar games and places on Roblox but also help them see serious
8 ROBLOX game development *for what it really is: a job.*”⁸

9 38. This system produces predictable outcomes: psychological harm, economic deprivation, and
10 normalized exploitation for as many as millions of children, while Roblox generates billions in annual
11 revenue.

12 39. Roblox executives defend the model as providing “opportunity” to children, even children
13 “in slums,” while the company pays creators only \$0.17-\$0.28 per dollar earned.⁹

14 40. With children under 13 comprising nearly half its users, Roblox should lead the industry in
15 child safety. Instead, it shifts the monitoring burden to parents and children—an impossible task on a
16 platform hosting more than 50 million games.

17 C. Roblox’s Scale and Child User Demographics

18 41. Roblox now operates the largest entertainment website in the world for children, with over
19 380 million monthly active users and 151.5 million daily active users as of Q3 2025.¹⁰ Critically, nearly
20

21 ⁷ Roblox, *Introducing the Developer Exchange Program*, ROBLOX BLOG (Sept. 2013),
22 <https://blog.roblox.com/2013/09/introducing-the-developer-exchange-program/>.

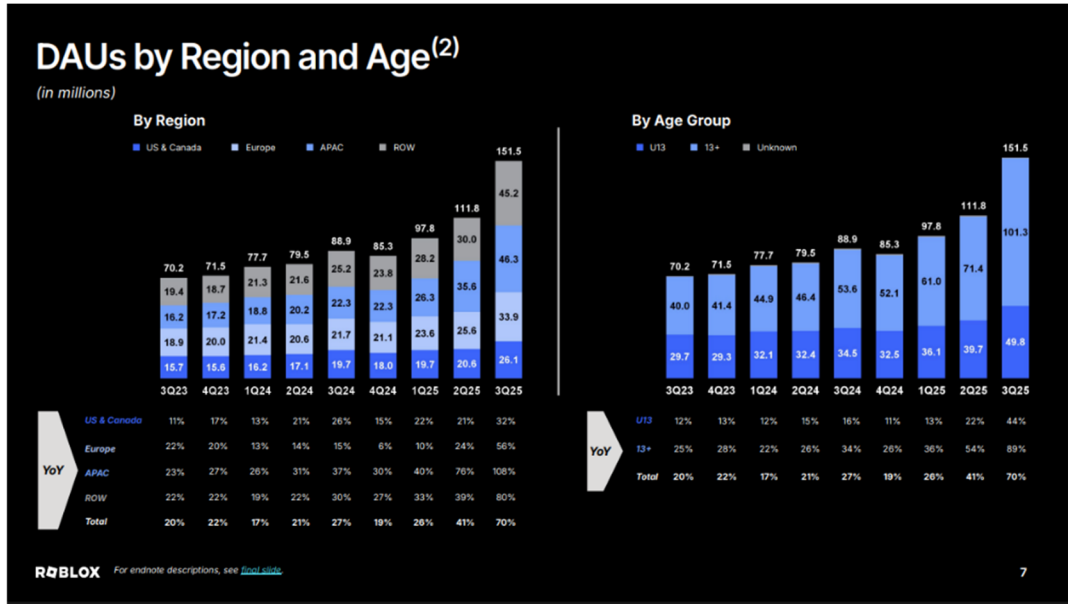
23 ⁸ See Blog Archive post made by “chiefjustus” – *Introducing Developer Central and the Developer*
24 *Exchange*, (Oct. 1, 2013), <https://blog.haydz6.com/2013/10/introducing-developer-central-and-the-developer-exchange> (archiving Roblox’s post, which is no longer accessible on its platform) (emphasis added).

25 ⁹ Chris Tapsell, *Roblox Studio boss: children making money on the platform isn’t exploitation, it’s a gift*,
26 EUROGAMER (Apr. 4, 2024, updated May 5, 2024), <https://www.eurogamer.net/roblox-studio-boss-children-making-money-on-the-platform-isnt-exploitation-its-a-gift>.

27 ¹⁰ See *Q3 2025 Supplemental Materials*, ROBLOX (Oct. 30, 2025) at slide 7,
28

1 half of all daily active users—approximately 75 million children—are under age 13, and Roblox claims that
 2 more than 75% of the U.S. children use Roblox on a monthly basis.¹¹

3 42. In 2024, more than half of all U.S. children under age 16 were active on Roblox—40% of
 4 those being 12 and under. Only 19% of all Roblox users are over age 25:¹²



15 43. As of Q3 2025, Roblox reported 3.5 million developers or “creators” on the platform.¹³
 16 Because Roblox is a user-generated metaverse and most of its users are children, a significant number and
 17 percentage of these developers are children.

18
 19
 20
 21 https://s27.q4cdn.com/984876518/files/doc_financials/2025/q3/Q3-2025-Supplemental-Materials-FINAL.pdf.

22 ¹¹ See ParentsTogether Foundation, *Warning for Parents: Kids spending thousands of dollars of “free”*
 23 *Roblox game*, PARENTSTOGETHER.ORG (Jun. 21, 2021), <https://parents-together.org/warning-for-parents-kids-spending-thousands-of-dollars-on-free-roblox-game/>.

24 ¹² See *Roblox Investor Presentation Q2 2024 Supplemental Materials, Aug. 1, 2024, at p.6*,
 25 https://s27.q4cdn.com/984876518/files/doc_financials/2024/q2/Q2-24-Supplemental-Materials-FINAL.pdf.

26 ¹³ *Metrics for brands & developers on Roblox*, ROBLOX., <https://brands.roblox.com/metrics-insights> (last
 27 visited Apr 22, 2026).

1 44. Twenty million games are produced annually using Roblox Studio; as of 2024, there are
2 more than 50 million games on Roblox.¹⁴

3 45. By Q3 2025, Roblox had 7 million daily active experiences.¹⁵ Indeed, upon information and
4 belief, most games produced annually are developed by minors. Children are not just playing Roblox
5 games—they are developing, producing, moderating, and selling them.

6 46. Roblox ranks as one of the top online entertainment properties for children under 13 and
7 teens 13-17, with average monthly visits significantly exceeding YouTube, Netflix, and Facebook for these
8 age groups.¹⁶

9 47. According to Roblox’s own research, 56% of teens said they spend more time with their
10 Roblox friends than their real-life friends.¹⁷ A large majority of users are minors who spend most of their
11 online time on Roblox.

12 48. In the first six months of 2025, consumers purchased \$2.64 billion in Robux. Roblox
13 reported \$1.36 billion in Q3 2025 quarterly revenue—a 47.9% year-over-year increase.¹⁸

14 49. In April 2026, Roblox announced a 42% increase in its DevEx cash-out rate—but
15 exclusively for in-game spend generated by age-verified players 18 and older in the United States, effective
16

17
18 ¹⁴ E. Logsdon & G. Lane, *We Investigated Roblox: Your Kid’s Favorite Game is Exploiting Them*, MORE
19 PERFECT UNION (Sept. 8, 2023), <https://perfectunion.us/we-investigated-roblox-your-kids-favorite-game-is-exploiting-them/>.

20 ¹⁵ *Metrics for brands and developers on Roblox*, ROBLOX, <https://brands.roblox.com/metrics-insights> (last
21 visited Apr. 19, 2026).

22 ¹⁶ *Roblox Emerges as a Top Online Entertainment Platform for Kids and Teens in 2017*, ROBLOX NEWS
23 (Mar. 21, 2018), <https://ir.roblox.com/news/news-details/2018/Roblox-Emerges-as-a-Top-Online-Entertainment-Platform-for-Kids-and-Teens-in-2017/default.aspx> (citing comScore data for December
24 2017, ranking Roblox #1 for time spent by children under 13 with 51.5 million hours, and ranking #1 for
25 teens aged 13-17 with 26.9 average monthly visits.)

26 ¹⁷ *62% of Teens on Roblox Say Online Conversations With Real-Life Friends Are Top Pandemic Priority*,
27 ROBLOX NEWS (Jun. 29, 2020), <https://ir.roblox.com/news/news-details/2020/62-of-Teens-on-Roblox-Say-Online-Conversations-With-Real-Life-Friends-Are-Top-Pandemic-Priority/default.aspx> .

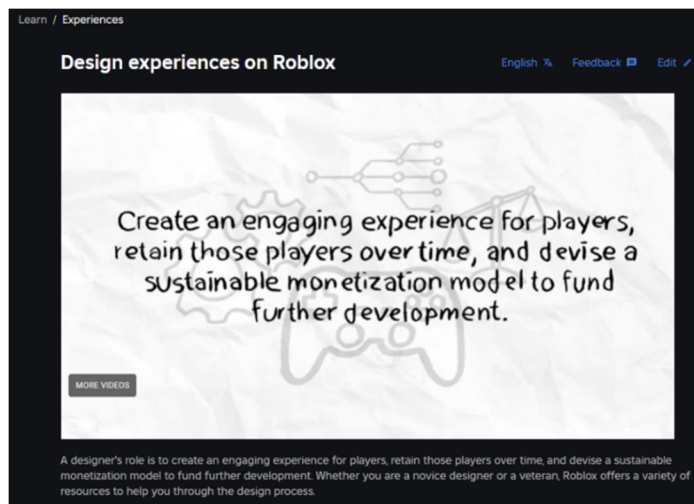
28 ¹⁸ See Backlinko Team, *Roblox User and Growth Stats You Need to Know*, BACKLINKO (last updated Mar.
11, 2026), <https://backlinko.com/roblox-users>.

1 June 8, 2026. Under this enhanced rate structure, creators' effective earnings on qualifying 18+ in-game
 2 spend rise from approximately 26.6% to 37.8%. Roblox expressly attributed the rate increase to its growing
 3 18–34 adult user cohort, which it acknowledged “monetizes over 50% higher than under-18 users.”¹⁹ This
 4 announcement confirms that Roblox has the ability and willingness to substantially increase DevEx rates
 5 when doing so serves its financial interests, yet deliberately maintained suppressed rates—paying children
 6 approximately 24.5% on their Robux earnings—for years while profiting from their labor.

7 50. In 2022, there were more than 3.2 billion virtual transactions on Roblox, and another 900
 8 million during Q1 2023.²⁰ Roblox's virtual GDP grew to rival that of some countries.

9 **II. THE ROBUX ECONOMY AND DEVEX PROGRAM**

10 51. Roblox's business model relies on creators monetizing their games. Roblox provides
 11 extensive online resources geared towards children through child-friendly animations and graphics and
 12 accessible terminology that train young creators on how to maximize revenue for Roblox:²¹



21

22 ¹⁹ Oleh Vlad Loktev, Chief Creator Ecosystem Officer, *Roblox Fuels Next Wave of High-Fidelity Games*
 23 *for Over 18 Players, Increases Qualifying DevEx Rate by 42%*, ROBLOX NEWS (Apr. 30,
 24 2026), <https://about.roblox.com/id/newsroom/2026/04/roblox-fuels-high-fidelity-games-over-18-players-increases-qualifying-devex-rate-42>.

25 ²⁰ Enrico D'Angelo, VP of Economy, *Our Vision for the Roblox Economy*, ROBLOX NEWSROOM (July 18,
 26 2023), <https://about.roblox.com/newsroom/2023/07/vision-roblox-economy> (reporting more than 3.2
 billion virtual transactions in 2022 and 900 million in Q1 2023 alone).

27 ²¹ Roblox Creator Hub, *Design experiences on Roblox*, <https://create.roblox.com/docs/production/game-design>
 28 (<https://create.roblox.com/docs/production/game-design>) (last visited Apr. 22, 2026).

1 52. Creators are taught to monetize their designs through selling in-game products, using
2 Roblox’s immersive ad system, setting up game subscriptions, charging one-time access fees, and creating
3 private servers.

4 53. Users play games, explore universes, and purchase items made by developers in a virtual
5 marketplace. Roblox has built its entire platform around profiting from the creative development of its
6 users—most of whom are children.

7 54. Roblox provides free, accessible development tools through Roblox Studio that do not
8 require advanced coding skills, making them appealing to children. However, Roblox maintains a closed
9 “walled garden” economy, prohibiting game makers from exporting their games or using its tools to create
10 content outside the platform. Games, design assets, and platform reputation built on Roblox cannot be
11 exported to any competing platform—ensuring children’s labor benefits only Roblox.

12 **A. The Talent Hub: Roblox’s Internal Job Board**

13 55. To facilitate the monetization process, Roblox created and actively maintains a Talent Hub,
14 which functions as a job board exclusively for Roblox users to find job opportunities working on Roblox
15 game development:²²

16 56. Despite knowing its user base is overwhelmingly underage, Roblox built the Talent Hub to
17 display each user’s username, avatar, skill set, availability for work, and prior creations—a functional
18 employment resume.

19 57. Job postings on the Talent Hub can be filtered by full-time or part-time work, and several
20 full-time posts expressly state they will hire minors. These advertisements bear uncanny similitude to
21
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26 ²² See Guillaume Guinard, *Avatar Capitalism: Policy implications of the metaverse as the future of*
27 *platforms*, (Master’s Thesis, Sciences Po, 2022), at p. 39, <https://www.sciencespo.fr/ecole-affaires-publiques/sites/sciencespo.fr.ecole-affaires-publiques/files/GUINARD-GUILLAUME.pdf>.

1 experienced software developer job postings, except that they accept 13-year-olds and pay in virtual
2 currency.²³

3
4 **Figure 3.9 Screenshot of an advertised job on Roblox's Talent Hub**



14
15 58. Roblox's published guidance states: "Talent Hub is a place where creators can find other
16 people to work with, hire someone for their team, or search for jobs related to their skills."²⁴ The existence
17 and operation of this Talent Hub demonstrate Roblox's knowledge that users—including minors—are
18 working in employment relationships.

19 59. Despite hosting this employment marketplace—where job postings explicitly state they will
20 "hire minors"—Roblox publicly claims that it "has no employment relationship of any kind with the
21 creators who develop experiences on the platform." This self-serving disclaimer is factually incorrect and
22 legally irrelevant: the FLSA's protections cannot be waived by corporate fiat, and the question of whether

23
24
25 ²³ Guillaume Guinard, *Avatar Capitalism: Policy implications of the metaverse as the future of platforms*,
26 (Master's Thesis, Sciences Po, 2022), at p. 39, <https://www.sciencespo.fr/ecole-affaires-publiques/sites/sciencespo.fr.ecole-affaires-publiques/files/GUINARD-GUILLAUME.pdf>.

27 ²⁴ *Parental Guidance on Talent Hub*, ROBLOX, <https://en.help.roblox.com/hc/en-us/articles/4404630280980-Parental-guidance-on-Talent-Hub> (visited Feb. 12, 2026).

1 an employment relationship exists is determined by economic realities—not by Roblox’s unilateral
2 characterizations designed to evade labor and employment law.²⁵

3 60. While Roblox attempts to disclaim any formal employment relationship with its creators, it
4 consistently touts providing creators’ “full-time job equivalents,” creator contributions to U.S. GDP, and
5 creator tax revenue. These statistics fail to explain the number of users it compensates only in Roblox or
6 creators under age 13 who cannot cash out their earnings:²⁶

7
8 While Roblox does not employ creators, our research estimates that between 2017 and
9 2024, Roblox contributed approximately 22,000 full-time job equivalents (FTEs)⁵ and \$1.62
10 billion in GDP to the U.S. economy. In the same eight-year period, it is estimated that
11 Roblox creators contributed \$416 million in tax revenue. In just 2024 alone, Roblox
12 generated a total GDP impact of \$445 million, up 29% from 2023.

13 61. Roblox’s Talent Hub has historically lacked age verification protections, and Roblox did not
14 require its adult creators to use standardized employment contracts when hiring minors—it still does not.
15 To make matters worse, Roblox did not provide any dispute resolution tools, leaving minors to navigate
16 negotiations and IP ownership without institutional safeguards.²⁷

17 62. Roblox’s own guidance materials confirm its knowledge that children perform unpaid labor
18 on its platform. In a document titled “Guiding Your Up-and-Coming Roblox Developer,” Roblox explicitly
19 acknowledges that “unpaid work” occurs through its developer ecosystem yet claims that it “cannot offer
20

21
22 ²⁵ Simon Parkin, *The trouble with Roblox, the video game empire built on child labour*, THE GUARDIAN
23 (Jan. 9, 2022, amended Jan. 20, 2022), <https://www.theguardian.com/games/2022/jan/09/the-trouble-with-roblox-the-video-game-empire-built-on-child-labour>

24 ²⁶ Nick Tornow, VP of Creator Engineering, *Annual Roblox Economic Impact Report*, ROBLOX
25 NEWSROOM (Sept. 4, 2025), <https://about.roblox.com/newsroom/2025/09/roblox-annual-economic-impact-report>.

26 ²⁷ Guillaume Guinard, *Avatar Capitalism: Policy implications of the metaverse as the future of platforms*,
27 (Master’s Thesis, Sciences Po, 2022), at p. 39. <https://www.sciencespo.fr/ecole-affaires-publiques/sites/sciencespo.fr.ecole-affaires-publiques/files/GUINARD-GUILLAUME.pdf>.

1 legal advice or help resolve disputes related to unpaid work or other issues relating to the development of
2 experiences:²⁸

3
4 **Terms of agreement**

5 If your young creator is planning to offer their services to other developers, we strongly
6 recommend they make sure they get a written contract with any creator they are working
7 with (and a parent or guardian may be required to sign that contract). Roblox cannot offer
8 legal advice or help resolve disputes related to unpaid work or other issues relating to the
9 development of experiences. Help your teen to research to see what the fair rate is for their
10 services. You may want to consult with a legal specialist to get advice on your teen entering
11 into an agreement or providing services for other developers, which may also incur
12 additional fees.

13 If a creator plans to hire staff to create their experience, they need to make sure they are
14 compliant with all applicable employment laws. Having appropriate agreements in place
15 from the start should help avoid disputes later. Again, this is an area where you may want to
16 consult with a legal specialist. Roblox has provided a Sample Contributor Agreement that
17 describes some of the key terms to consider when engaging with other developers. This
18 Sample Contributor Agreement can be found [here](#).

19 Also, all experiences need to comply with applicable laws and regulations. Roblox regularly
20 shares relevant updates on these topics via the [Developer Hub](#) to help creators stay in line
21 with legal and regulatory requirements, as well as maintain a safe, healthy, and welcoming
22 community; ultimately, however, it is up to the creator to ensure their experience is
23 compliant with applicable laws and regulations as well as Roblox's own policies and
24 guidelines.

25 63. These admissions establish that Roblox knew children were being forced to work without
26 pay. And yet, Roblox not only failed to implement safeguards, but it also tacitly endorsed this exploitive
27 environment, stating: “We always encourage parents and guardians to talk with their kids and teens about
28 their online activities—both in and outside of Roblox. Understanding how they use Talent Hub is an
important part of that conversation.”²⁹

29 ²⁸ *Guiding Your Up and Coming Roblox Developer*, ROBLOX, <https://en.help.roblox.com/hc/en-us/articles/4438648708756-Guiding-Your-Up-and-Coming-Roblox-Developer> (visited Feb. 18, 2026).

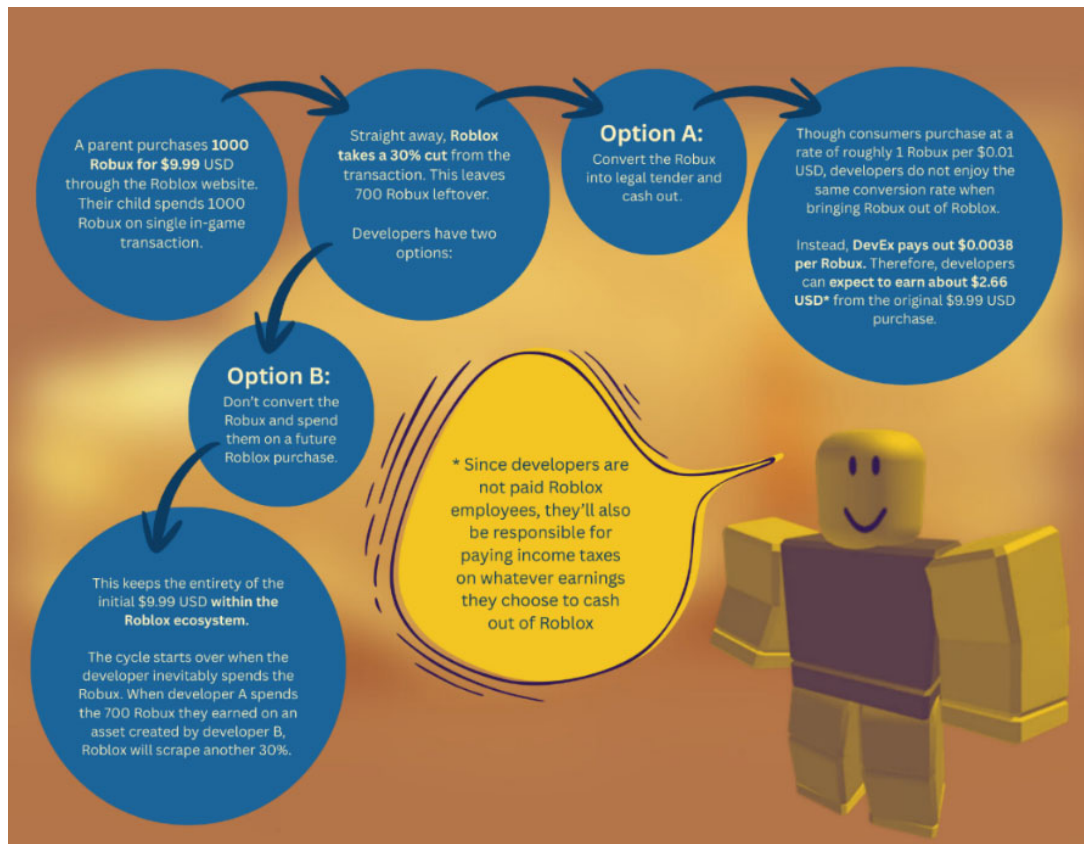
30 ²⁹ Roblox, *Parental guidance on Talent Hub*, ROBLOX HELP CENTER, <https://en.help.roblox.com/hc/en-us/articles/4404630280980-Parental-guidance-on-Talent-Hub> (last visited Apr. 28, 2026).

B. The Robux Currency System: The Engine of Child Labor Extraction

64. Roblox’s exploitation of children’s labor is made possible because of its proprietary digital currency, Robux.

65. Roblox maintains a closed virtual economy built on Robux and describes itself as “one of the biggest virtual economies on Earth.”³⁰

66. Robux are neither a fiat or cryptocurrency; they are created by Roblox, have a real world value determined only by Roblox, and are spendable only within the Roblox platform:³¹



³⁰ Enrico D’Angelo, VP of Economy, *Our Vision for the Roblox Economy*, ROBLOX (July 18, 2023), <https://about.roblox.com/newsroom/2023/07/vision-roblox-economy>.

³¹ Meghan Boilard, *Searching for Soul in Roblox*, SUBSTACK.COM (Nov. 21, 2025), <https://meghanboilard.substack.com/p/searching-for-soul-in-roblox>.

1 67. Roblox generates substantially all of its revenue through sales of Robux, which players use
2 to purchase virtual items sold by the developer and creator community.

3 68. Users can purchase Robux using a credit card, digital payment service, gaming platforms
4 like Xbox Live, a Roblox subscription, or physical gift cards available at retailers nationwide.

5 69. On its platform, Roblox sells 400 Robux for \$4.99 USD, 1,700 Robux for \$19.99 USD, and
6 10,000 Robux for \$99.99. Users may subscribe to Roblox Premium to receive a monthly Robux allowance
7 at \$4.99 to \$19.99 per month.³²

8 70. Robux can also be earned within the platform. The most common method is by creating
9 experiences that other users visit and monetize through in-game purchases. Developers may also sell virtual
10 items—such as avatar accessories and clothing—through the Roblox Marketplace. In both cases, Roblox
11 pays creators exclusively in Robux.

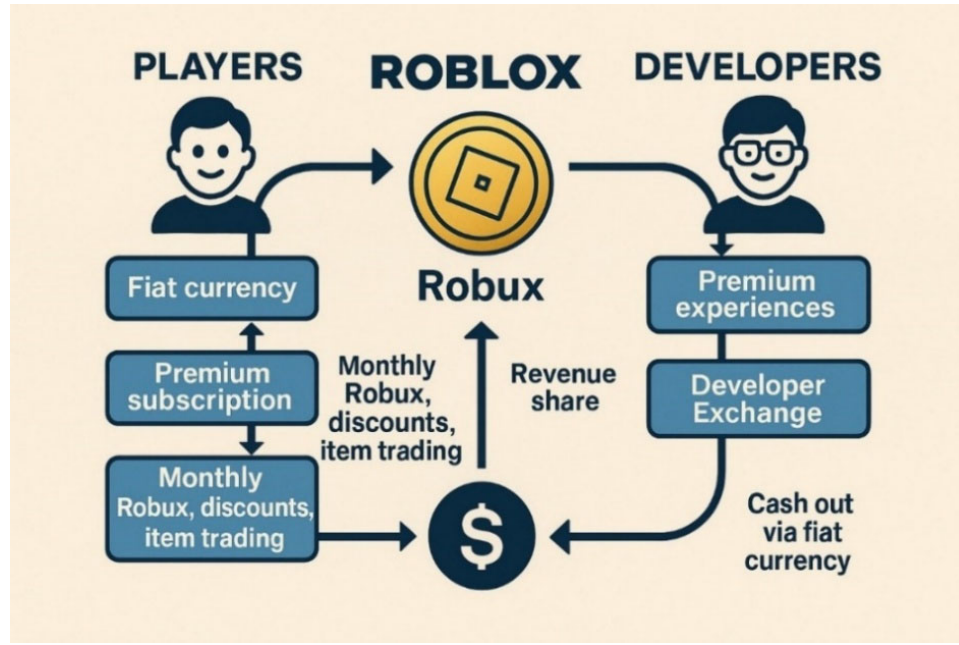
12 71. Moreover, adult DevEx developers often recruit child workers and compensate them in
13 Robux—or nothing at all—through informal arrangements outside Roblox’s official systems but known to
14 Roblox.

15 72. In the Roblox ecosystem, real-world money appears at the platform boundary: players use
16 real money to buy Robux or subscriptions. Within the platform, transactions are denominated in Robux—
17 not cash. Funds exit only through DevEx, under which only eligible creators can convert Robux to cash at
18 a rate unilaterally determined by Roblox.³³

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25 ³² , *Enjoy up to 25% more Robux*, ROBLOX, <https://www.roblox.com/upgrades/robux?ctx=catalogNew>
26 (last visited Apr. 22, 2026).

27 ³³ Stephen, *Roblox Economy: Following \$1.00*, MEDIUM.COM (Sept. 1, 2024),
28 <https://medium.com/@sleitnick/roblox-economy-following-1-00-b03a85f9b392>.

73. The result is a closed-loop economy: fiat enters via player spending, circulates through platform-native systems, and exits through vetted creators. Each time Robux are spent on the Roblox platform, Roblox applies a 30% tax to the transaction, ensuring Roblox benefits monetarily at all times:³⁴



74. Child workers create the worlds, games, and content that drive Roblox’s entire business—generating billions in revenue annually. In exchange for hundreds or thousands of hours of their labor, these children receive little to no compensation. The Robux they earn can only be converted to real currency by Roblox-approved DevEx developers, at a rate deliberately devalued to extract maximum profit from children’s work.

³⁴ *Slaying the Incumbent: Roblox*, GAME INDUSTRY PATCH NOTES (May 6, 2025), <https://www.gameindustry.patchnotes.com/p/slaying-the-incumbent-roblox>.

C. Robux Valuation: Systematic Wage Theft

75. According to Roblox, “around 24.5% of its income is shared with developers who are profitable enough to be allowed to convert their currency into real money.”³⁵ This is, at best, a misleading statistic.

76. For example, while Robux are sold to users at approximately \$0.0125 per Robux (\$4.99 buys 400 Robux), when cashing out, however, the conversion rate differs: one Robux is worth only \$0.0035 USD for Robux earned before September 5, 2025 (and \$0.0038 USD per Robux earned after that date—still a fraction of the \$0.0125 purchase price, representing a spread Roblox retains as pure platform profit).³⁶

77. This valuation spread of roughly 3.5-to-1 is the foundation of Roblox’s wage-suppression scheme: buying 100,000 Robux costs approximately \$1,000, but earning 100,000 Robux from a game yields only approximately \$350.

78. By treating Robux as more valuable at retail than at cash-out, Roblox embeds the valuation spread into every transaction, magnifying the economic impact at every step.

79. To convert 50,000 Robux, a developer needs users to spend approximately 71,429 Robux on their experience, equivalent to roughly \$714 of purchased Robux, because Roblox takes a 30% transaction tax on all in-experience purchases³⁷—which is convertible to only \$175 USD—meaning Roblox and its payment systems retain over 75% of the value created by child labor.³⁸

³⁵ Guillaume Guinard, *Avatar Capitalism: Policy implications of the metaverse as the future of platforms*, (Master’s Thesis, Sciences Po, 2022), at p. 36, <https://www.sciencespo.fr/ecole-affaires-publiques/sites/sciencespo.fr.ecole-affaires-publiques/files/GUINARD-GUILLAUME.pdf>.

³⁶ See *Developer Exchange – Help and Information Page*, ROBLOX, <https://en.help.roblox.com/hc/en-us/articles/13061189551124-Developer-Exchange-Help-and-Information-Page> (last visited Apr. 22, 2026) (noting exchange rates and update from \$0.0035 to \$0.0038 in September 2025 for newly earned Robux).

³⁷ Guillaume Guinard, *Avatar Capitalism: Policy implications of the metaverse as the future of platforms*, (Master’s Thesis, Sciences Po, 2022), at p. 37, <https://www.sciencespo.fr/ecole-affaires-publiques/sites/sciencespo.fr.ecole-affaires-publiques/files/GUINARD-GUILLAUME.pdf>

³⁸ *Id.*

D. DevEx Cash-Out Barriers: Trapping Children’s Earnings

80. Roblox requires users to meet extremely high and restrictive thresholds before they can receive Robux payments and convert those earned Robux to real currency:³⁹

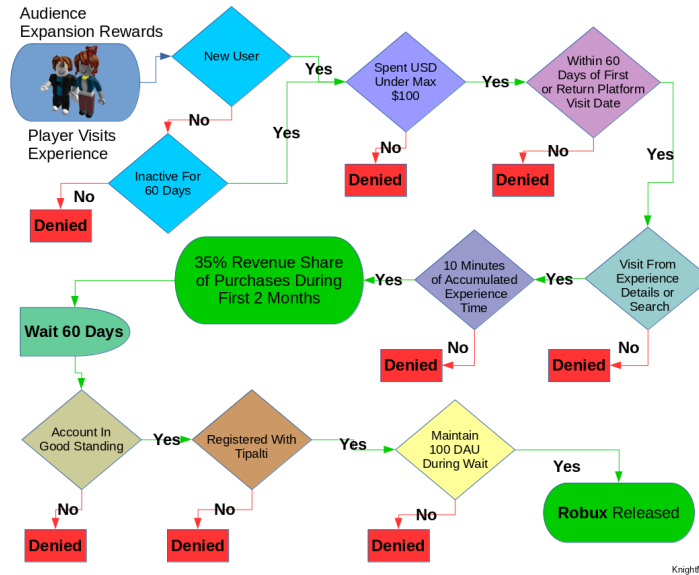
6 ▼ Cash Out

A “Cash Out” is an option to exchange your Earned Robux for U.S. dollars at the “Current Exchange Rate for Cash Out” set forth below, which rate is subject to change at any time by Roblox by updating the DevEx Terms. If you satisfy all the DevEx Eligibility Requirements, Roblox will decide in its sole discretion whether to offer you a Cash Out and how much you are eligible to receive in a Cash Out. Under normal circumstances, a Cash Out will total the amount of Earned Robux you obtained over the lifetime of the account minus all Earned Robux previously exchanged by you through DevEx and any Earned Robux you spent on the Services. Roblox may, in its discretion, require eligible Creators to Cash Out amounts in excess of 5.7 billion Earned Robux. Further information on the Cash Out process can be found at the [DevEx help page](#). The following additional limitations apply to Cash Outs:

1. The Current Exchange Rate for Cash Out is \$0.0038 U.S. Dollars per Earned Robux. Information on rates applicable to Robux earned before 10 AM PT on September 5, 2025 is available [here](#).
2. You are not allowed to initiate a Cash Out more than once a month.
3. Eligibility to Cash Out is reviewed after you submit a request to Cash Out.
4. When you initiate Cash Out, Roblox will perform a close review of activities on your account to confirm that you earned Robux in compliance with Terms of Use and Roblox Community Standards. We are not able to predetermine your eligibility for Cash Out.

³⁹*Developer Exchange Terms of Use: Cash Out*, ROBLOX, <https://en.help.roblox.com/hc/en-us/articles/115005718246-Developer-Exchange-Terms-of-Use#:~:text=To%20participate%20in%20DevEx%2C%20you,Cash%20Out> (visited Apr. 22, 2026).

81. One developer posted a flowchart in Roblox’s Creator Hub illustrating the complexity of simply receiving Robux payments from Roblox’s “Audience Expansion Rewards” program, demonstrating the impossibly convoluted process of the Creator Reward system (launched July 2025):⁴⁰



82. To be eligible to convert Robux to USD, users must have at least 30,000 earned Robux in their account (equivalent to only \$105 USD based on the conversion rate). However, even meeting this threshold does not guarantee conversion rights—it only makes a user “eligible.”

83. Crucially, users must be at least 13 years of age to join DevEx. While users younger than 13 can use Roblox Studio to create experiences and earn Robux, they are barred from converting those Robux to cash—regardless of how much labor they perform—until they turn 13. Roblox thus intentionally creates a class of uncompensated child laborers—users under 13—who are structurally barred from ever being paid for their work, even though they are often the ones performing the labor.

84. Given that nearly half of Roblox users are under age 13, this design choice allows Roblox to extract billions in value from children’s labor while paying nothing in return.

⁴⁰ Roblox Creator Hub, *Audience Expansion Rewards Flow Chart* (Tipalti = third-party payment processor for DevEx), <https://devforum.roblox.com/t/introducing-creator-rewards-earn-more-by-growing-the-community/3777628/291?page=15>.

1 85. Roblox dismissively labels all non-approved DevEx developers as “hobbyists”—rather than
 2 laborers—which makes clear that its approved developers are not hobbyists—they are also employees. In
 3 fact, Roblox states that “[m]ost successful creators spend years honing their skills as a hobbyist before
 4 making the transition to a professional role as they get older.”⁴¹ This framing is designed to obscure the
 5 reality that these children are being induced to perform productive work under Roblox’s direction and
 6 control, while Roblox extracts significant economic value from their labor without fair compensation.

7 **E. DevEx Developers as Roblox Employees Under the FLSA**

8 86. To join DevEx, users must also have a Roblox-verified email address, a valid DevEx portal
 9 account, an IRS form W-9 or W-8 on file, and must comply with “Ongoing Service Requirements for
 10 Developers.”⁴² These requirements demand developers provide ongoing services to Roblox in exchange for
 11 being allowed to be paid for their work:

12

13 **▼ Ongoing Service Requirements for Developers**

14 To participate in DevEx, you must meet the “Ongoing Service Requirements for
 15 Developers,” which are to provide an on-going service that complies with the Roblox
 16 [Terms of Use](#), including the [Roblox Community Standards](#), and any instructions you
 receive from Roblox. As part of this requirement, you must do the following:

17 1. Work with Roblox and Roblox users to resolve any issues involving the Roblox [Terms of](#)
 18 [Use](#) and [Roblox Community Standards](#);

19 2. Update your Virtual Content for security and technical reasons and ensure your
 20 content complies with Roblox’s latest technical and security updates and best
 21 practices; and

22 3. Assist Roblox upon request with legal requirements, such as removing Virtual Content
 23 that has been accused of violating copyright laws.

24

25 _____

26 ⁴¹ *Guiding Your Up-and-Coming Roblox Developer*, ROBLOX, <https://en.help.roblox.com/hc/en-us/articles/4438648708756-Guiding-Your-Up-and-Coming-Roblox-Developer> (visited Feb. 19, 2026).

27 ⁴²*Developer Exchange Terms of Use*, ROBLOX, <https://en.help.roblox.com/hc/en-us/articles/115005718246-Developer-Exchange-Terms-of-Use> (visited Feb. 19, 2026).

1 87. The “ongoing services” include continuous maintenance and moderation: developers must
2 fix bugs, optimize performance, update user interfaces, and add new features based on player feedback.

3 88. Roblox is aware that there are no age limitations on users’ ability to earn Robux, despite age
4 restrictions on converting Robux to USD. One developer forum discussing age limit concerns on
5 commissioned work noted that an age limit does not matter to obtain Robux as payment.

6 89. Despite Roblox’s claims of 24/7 moderation and industry-leading technology, the reality is
7 that Roblox offloads safety responsibilities onto child developers, exploiting their free labor for both content
8 creation and content moderation.

9 90. One 19 year-old developer interviewed for a recent academic study started developing
10 Roblox games when she was just 13 years old. She recounts her “ongoing service” experience:

11 On a children’s game where you know you have encountered like illegal
12 gambling and all these things. Excuse my tongue, but it was hell and there
13 was so much time that you had to invest because these people knew that
14 most [in-game moderators] would go offline at night...You had to make sure
15 that someone was online at all times because there’s 30-year-olds who know
16 that there are vulnerable teenagers and kids on here, who will pretend that
17 they’re 15 and groom these kids, and there’s also stuff like I mentioned, like
18 the illegal gambling ring and exploiters and that sort of stuff.⁴³

15 F. The Statistics: The Vast Majority of Child Creators Receive Nothing

16 91. The statistics are stark and damning: between September 2019 and September 2020, over
17 960,000 developers earned Robux—yet only 3,800 (0.4%) met DevEx eligibility requirements, and only
18 2,800 (0.3%) actually converted their earnings to real currency.⁴⁴ Given that nearly half of Roblox users are
19 under age 13 and the majority are minors, a substantial number of these 960,000 earning developers were
20 children who could never access real compensation for their labor—by design.
21

22
23
24 ⁴³ Y. Kou et al., *The System is Made to Inherently Push Child Gambling in my Opinion, Child Safety, Monetization, and Moderation on Roblox*, Proceedings of the 2025 CHI Conference on Human Factors in Computing Systems (April 2025), at p.7, <https://dl.acm.org/doi/10.1145/3706598.3713170>.

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26 ⁴⁴ Guillaume Guinard, *Avatar Capitalism: Policy implications of the metaverse as the future of platforms*, (Master’s Thesis, Sciences Po, 2022), at p. 37. <https://www.sciencespo.fr/ecole-affaires-publiques/sites/sciencespo.fr.ecole-affaires-publiques/files/GUINARD-GUILLAUME.pdf>.

1 92. By December 2022, the exploitation had scaled: nearly 4.2 million developers earned virtual
2 currency, but only 11,000 (0.26%) qualified to exchange Robux for USD and only 8,800 (0.21%) did so.
3 Approximately 99.79% of earning developers were unable to or did not convert their labor to real money,
4 allowing Roblox to retain the value of their labor within the closed Robux economy.⁴⁵ This means that the
5 significant majority of underage DevEx developers were not compensated for their work.

6 93. As of December 2023, only nine developers were rewarded over 10 million U.S. dollars,
7 while approximately five million developers were not rewarded at all.⁴⁶

8 94. Even among those who earned something, only about 16,500 developers were registered in
9 DevEx out of more than five million Robux-earning developers—a 0.33% conversion-eligibility rate.⁴⁷

10 95. As a result, the vast majority of child workers never cash out their earnings; Roblox retains
11 that value within its system. Creators receive only \$0.17 to \$0.28 on every dollar earned.⁴⁸

12 96. The DevEx Program attracted enormous numbers of users seeking riches; however, these
13 developers—often young children—receive only a meager share of their game’s earnings.

14 97. By trapping value within its closed system, Roblox profits from every transaction—the
15 reason 99.47% of community developers earned less than \$1,000 in 2020.⁴⁹

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17 ⁴⁵ See *Roblox Corporation Form 10-K for the fiscal year ended December 31, 2022*, p. 9,
18 [https://www.sec.gov/Archives/edgar/data/1315098/000131509823000035/rblx-
19 20221231.htm#:~:text=Of%20such%20developers%20and%20creators%2C,through%20our%20Develo
20 per%20Exchange%20Program](https://www.sec.gov/Archives/edgar/data/1315098/000131509823000035/rblx-20221231.htm#:~:text=Of%20such%20developers%20and%20creators%2C,through%20our%20Developer%20Exchange%20Program).

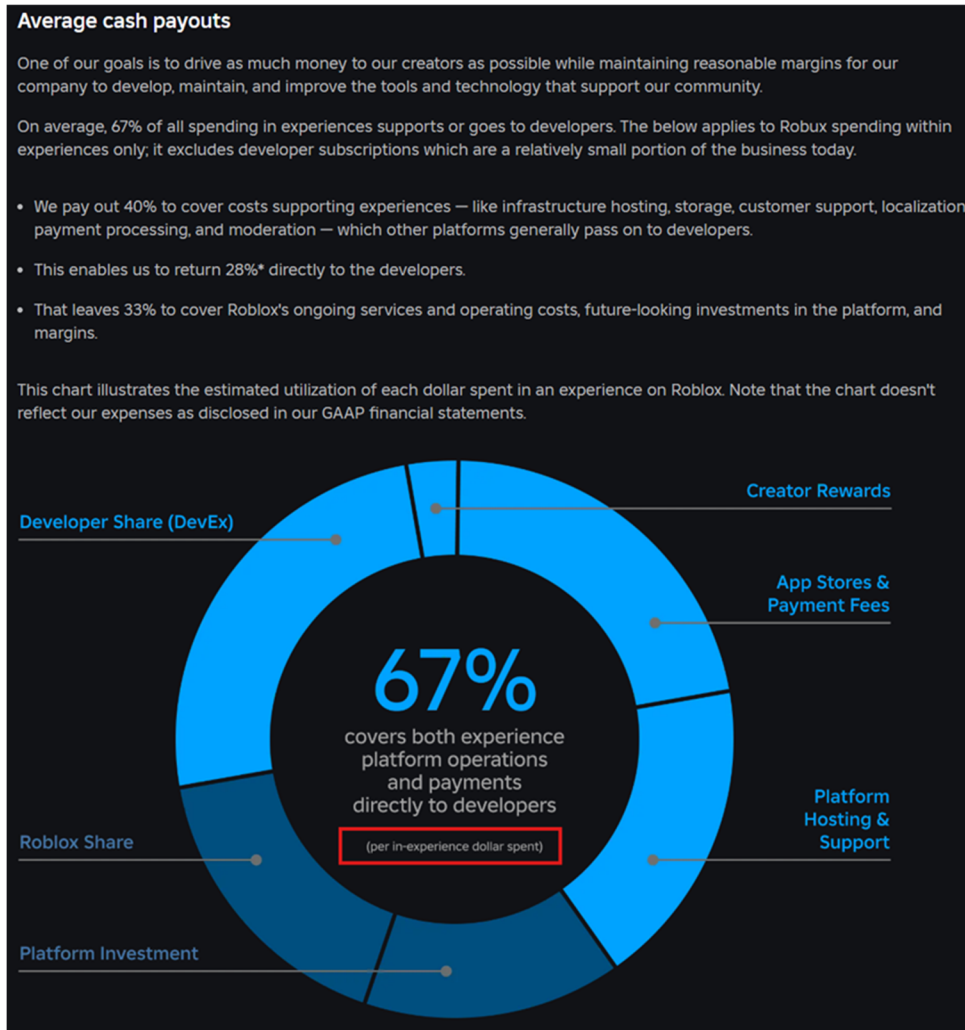
21 ⁴⁶ Statista Research Department, *Roblox Corporation developer and creator breakdown 2023, by rewards*,
22 STATISTA.COM (Nov. 27, 2025), [https://www.statista.com/statistics/1191213/roblox-developer-creator-
23 breakdown-rewards/](https://www.statista.com/statistics/1191213/roblox-developer-creator-breakdown-rewards/).

24 ⁴⁷ Statista Research Department, *Annual number of developers and creators earning money on Roblox
25 from 2021 to 2024*, STATISTA.COM (Feb. 2025), [https://www.statista.com/statistics/1376688/roblox-
26 annual-earning-creators/](https://www.statista.com/statistics/1376688/roblox-annual-earning-creators/).

27 ⁴⁸ Evengy Obedkov, *Roblox criticized for ‘exploiting’ young devs by charging ridiculous fees and paying
28 them with pretend money*, GAME WORLD OBSERVER (Aug. 20, 2021),
[https://gameworldobserver.com/2021/08/20/roblox-criticized-for-exploiting-young-devs-by-charging-
ridiculous-fees-and-paying-them-with-pretend-money](https://gameworldobserver.com/2021/08/20/roblox-criticized-for-exploiting-young-devs-by-charging-ridiculous-fees-and-paying-them-with-pretend-money).

⁴⁹ Guillaume Guinard, *Avatar Capitalism: Policy implications of the metaverse as the future of platforms*,
(Master’s Thesis, Sciences Po, 2022), at p. 37, [https://www.sciencespo.fr/ecole-affaires-
publiques/sites/sciencespo.fr.ecole-affaires-publiques/files/GUINARD-GUILLAUME.pdf](https://www.sciencespo.fr/ecole-affaires-publiques/sites/sciencespo.fr.ecole-affaires-publiques/files/GUINARD-GUILLAUME.pdf).

1 98. Roblox publicly claims that 67 cents of every dollar spent on its platform goes to “experience
 2 platform operations and payments directly to developers.” That claim is false and misleading. In reality,
 3 eligible developers receive approximately 24 cents of every dollar. Roblox compounds the deception by
 4 using best-case theoretical payout rates rather than what creators actually receive after conversion rates and
 5 DevEx eligibility barriers are applied.⁵⁰



23 99. The “experience platform operations” category is defined by Roblox to include hosting,
 24 moderation, user acquisition, “platform investment,” and payment processing.

26 _____
 27 ⁵⁰ Roblox, *Turn your creativity into income on Roblox*, <https://create.roblox.com/docs/production/earn-on-roblox> (last visited Apr. 22, 2026).

1 100. By grouping these internal expenditures with developer pay, Roblox inflates the apparent
2 share “going back” to the ecosystem while isolating its explicit “Roblox share” as comparatively small.

3 101. The “payments directly to developers” figure relies on best-case assumptions—that the full
4 “developer share” and creator rewards are cashed out rather than re-spent on the platform. This does not
5 reflect reality.

6 **G. Robux as Unlawful Company Scrip, Trapping Child Creators in a Closed** 7 **Economy**

8 102. Roblox designed, created, and maintains a closed-loop currency system that replicates—and
9 in some ways exceeds—the exploitative “company scrip” systems Congress banned through the Fair Labor
10 Standards Act. In the early 1900s, mining and logging companies paid workers not in cash but in company
11 scrip—currency redeemable only at company-owned stores. These workers were trapped in a cycle of debt
12 and dependence because they could only spend their earnings where the company dictated, at prices the
13 company controlled. Roblox has built the digital equivalent: a closed economy where children earn a
14 proprietary currency that can only be spent within Roblox’s ecosystem, at values Roblox unilaterally sets,
15 with conversion to real money available only to the tiny fraction who clear Roblox’s deliberately
16 insurmountable barriers.⁵¹

17 103. While Roblox does not directly pay children in Robux, it has designed and maintains a
18 system in which adult DevEx developers—operating with Roblox’s full knowledge, encouragement, and
19 using Roblox’s own tools—compensate child laborers in Robux, which they cannot otherwise remove from
20 the Roblox platform. Moreover, many children who perform labor for adult developers are victims to
21 predatory labor practices and receive no compensation whatsoever. This is worse than historical scrip: at
22 least scrip workers received *something* they could spend at the company store. Roblox’s system allows
23 children to labor for adult developers and receive absolutely nothing—while Roblox still profits from every
24 transaction in the ecosystem.

25
26 ⁵¹ J. Clayton Eaton, *Minors or Miners? Analyzing Compensation of User-Generated Content Under the*
27 *Fair Labor Standards Act*, 28 Vanderbilt Journal of Entertainment and Technology Law 207 (2025), at p.
28 210, <https://scholarship.law.vanderbilt.edu/jetlaw/vol28/iss1/5>.

1 104. Roblox’s Robux system shares every exploitative feature of historical company scrip:
2 Roblox maintains monopoly control over the currency’s value and exchange rates; Robux can only be spent
3 within Roblox’s closed ecosystem (the modern equivalent of the “company store”); and conversion to real
4 currency is available only at steeply devalued rates—if at all. The scrip-issuing companies of the early
5 1900s had unlimited power to dictate not only the value of goods sold but also the scrip-to-dollar exchange
6 rates in ways that disincentivized workers from seeking better employment.⁵²

7 105. The use of company currency was so exploitative that Congress banned it through the Fair
8 Labor Standards Act of 1938 (“FLSA”). Under the FLSA, employee compensation must be paid in cash or
9 negotiable instruments, effectively prohibiting company scrip.⁵³

10 106. The FLSA and its implementing regulations specifically provide that “scrip, tokens, credit
11 cards, dope checks, coupons, or similar devices are not proper mediums of payment” for employees. 29
12 C.F.R. § 531.34 (Sept. 28, 1967). Robux—a proprietary digital currency created by Roblox, controlled
13 exclusively by Roblox, and redeemable only within Roblox’s ecosystem at rates Roblox unilaterally sets—
14 is precisely such an improper medium of payment. Roblox is liable for this violation under a joint employer
15 theory: even where adult DevEx developers are the direct payors, Roblox controls the exclusive
16 compensation medium, sets the exchange rates, and determines who may convert Robux to real currency.

17 107. Critically, Roblox has actual knowledge that adult DevEx developers use its Talent Hub and
18 other platform tools to recruit children and compensate them exclusively in Robux—or pay them nothing
19 at all. Roblox designed and maintains this system, profits from every transaction within it, and could at any
20 time audit its employee-developers’ use of child labor, so that it could, at the very least, ensure that child
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25 ⁵² *See Id.*

26 ⁵³ *Handy Reference Guide to the Fair Labor Standards Act*, U.S. DEP’T OF LAB.,
27 <https://www.dol.gov/agencies/whd/compliance-assistance/handy-reference-guide-flsa#2> (last visited
28 Mar. 8, 2025).

1 laborers were being paid in real currency. Its deliberate failure to do so makes Roblox complicit in the
2 modern equivalent of scrip-based wage theft—and in many cases, outright non-payment.⁵⁴

3 108. The FLSA’s scrip prohibition applies only to employees, and the line between employees
4 and non-employees continues to evolve. In *Johnson v. NCAA*, 108 F.4th 163, 180 (3d Cir. 2024), the Third
5 Circuit extended employee protections to college athletes, holding that individuals may qualify as
6 employees under a four-factor test: (1) whether they perform services for the potential employer, (2) whether
7 the work is primarily for the employer’s benefit, (3) whether the individual labors under the employer’s
8 control, and (4) whether the services are performed in return for express or implied compensation. Each
9 factor weighs in favor of treating child creators as Roblox’s employees—and thus entitled to the FLSA’s
10 protection against scrip-based compensation.

11 **III. HOW ROBLOX’S BUSINESS MODEL REQUIRES CHILD EXPLOITATION**

12 109. Roblox’s exploitation of children is not incidental to its business—it *is* the business.

13 110. Roblox does not generate its own games. Rather, it depends entirely on its developers to
14 build experiences that attract users and sustain its multi-billion-dollar valuation. This is only possible with
15 the unpaid and underpaid labor of minors. This exploitation is not an unforeseen consequence of the
16 Roblox system; it is its main feature. Every structural choice described herein was deliberate, and the
17 resulting harm was both foreseeable and foreseen.

18 111. Roblox built and operates the infrastructure that makes exploitation of child labor
19 structurally inevitable: no age verification technology, standardized employment contracts for minors,
20 dispute resolution tools, nor any processes or procedures to audit its employee-developers’ use of child
21 labor; a Robux currency system that traps children’s earned value inside the platform; DevEx eligibility
22 requirements that ensure most child creators never receive real compensation; terms of service that
23 appropriate children’s intellectual property; and no contractual requirement that DevEx developers
24 comply with child labor laws.

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26 ⁵⁴ J. Clayton Eaton, *Minors or Miners? Analyzing Compensation of User-Generated Content Under the*
27 *Fair Labor Standards Act*, 28 *Vanderbilt Journal of Entertainment and Technology Law* 207 (2025), at p.
28 217, <https://scholarship.law.vanderbilt.edu/jetlaw/vol28/iss1/5>.

1 112. Roblox is not a passive bystander to adult-led developer teams operating on its platform.
2 Roblox exercises two functions of decisive legal significance. First, Roblox exercises editorial and quality-
3 control authority over every game and experience published on the platform: it reviews submissions,
4 approves what is published, and retains the unilateral right to reject, demonetize, or remove any game at
5 any time. Second, Roblox controls the entire monetization pipeline: a DevEx developer can convert Robux
6 to U.S. dollars only through Roblox’s DevEx program, subject to Roblox’s eligibility requirements, terms
7 of service, identity-verification procedures, and payout thresholds. Roblox uses these gatekeeping
8 functions to discipline developer behavior on a wide range of issues—from content moderation, to
9 copyright, to hate-speech—but has deliberately declined to use them to require DevEx developers to
10 certify or document compliance with federal or state child labor laws. Roblox could, by simple contractual
11 addition, require every DevEx developer to (i) attest under penalty of perjury that no minor performed
12 compensated labor for the developer without a work permit and verifiable parental consent, (ii) certify
13 compliance with applicable hour and wage limitations under the FLSA and California Labor Code, and
14 (iii) submit to audits of its labor practices as a condition of cash conversion. Roblox has implemented
15 none of these obvious safeguards, despite years of public reporting that adult developers are recruiting
16 and exploiting minors through Roblox-built tools.

17 113. Through this architecture, Roblox’s exploitation of children takes two distinct but
18 overlapping forms. First, Roblox directly exploits minor DevEx developers who independently create
19 games and content on the platform, trapping their earned Robux in a closed-loop system that nearly all
20 cannot convert to real currency. Second, adult DevEx developers exploit minor sub-developers—recruited
21 through Roblox’s own Talent Hub and external channels like Discord—who work under adult direction
22 and receive Robux, inadequate cash compensation, or nothing at all. Both forms of exploitation give rise
23 to independent causes of action, and many children fall into both classes.

24 114. Roblox’s business model depends on these predatory practices.
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1 115. Researchers note that “removing the incentives within Roblox which make these websites
2 popular, such as setting up forums for users to trade their items or allowing users to negotiate better
3 conversion rates for their Robux, would undermine the platform’s business model.”⁵⁵

4 116. This demonstrates conscious knowledge that improving conditions and instituting
5 safeguards for young creators conflicts with Roblox’s profit model.⁵⁶

6 117. Roblox knows its payment structure—low conversion prices for Robux, high minimum
7 conversion amounts, and a 30% transaction fee—creates strong incentives for users to find alternative ways
8 to monetize their labor on unregulated, off-platform trading websites.⁵⁷

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

11 119. Researchers have observed that, “[r]ather than a place to collaborate, or even a free market
12 where content is assessed and rewarded by other users, Roblox provides a financial incentive for users to
13 provide labor and compete with each other according to parameters which align with the platform’s own
14 economic interests.”⁵⁸

15 120. “In a context where the platform doesn’t recognize or protect users as laborers, the platform
16 creates incentives that effectively go against the collaborative ideology.”⁵⁹

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19 ⁵⁵ See Guillaume Guinard, *Avatar Capitalism: Policy implications of the metaverse as the future of*
20 *platforms*, (Master’s Thesis, Sciences Po, 2022), at p. 41, [https://www.sciencespo.fr/ecole-affaires-](https://www.sciencespo.fr/ecole-affaires-publiques/sites/sciencespo.fr.ecole-affaires-publiques/files/GUINARD-GUILLAUME.pdf)
[publiques/sites/sciencespo.fr.ecole-affaires-publiques/files/GUINARD-GUILLAUME.pdf](https://www.sciencespo.fr/ecole-affaires-publiques/sites/sciencespo.fr.ecole-affaires-publiques/files/GUINARD-GUILLAUME.pdf).

21 ⁵⁶ See Press Release, *Commission proposals to improve the working conditions of people working through*
22 *digital labour platforms*, EUROPEAN COMMISSION (Dec. 8, 2021),
https://ec.europa.eu/commission/presscorner/detail/en/ip_21_6605.

23 ⁵⁷ See Guillaume Guinard, *Avatar Capitalism: Policy implications of the metaverse as the future of*
24 *platforms*, (Master’s Thesis, Sciences Po, 2022), at p. 41, [https://www.sciencespo.fr/ecole-affaires-](https://www.sciencespo.fr/ecole-affaires-publiques/sites/sciencespo.fr.ecole-affaires-publiques/files/GUINARD-GUILLAUME.pdf)
[publiques/sites/sciencespo.fr.ecole-affaires-publiques/files/GUINARD-GUILLAUME.pdf](https://www.sciencespo.fr/ecole-affaires-publiques/sites/sciencespo.fr.ecole-affaires-publiques/files/GUINARD-GUILLAUME.pdf).

25 ⁵⁸ Guillaume Guinard, *Avatar Capitalism: Policy implications of the metaverse as the future of platforms*,
26 (Master’s Thesis, Sciences Po, 2022), at p. 45, [https://www.sciencespo.fr/ecole-affaires-](https://www.sciencespo.fr/ecole-affaires-publiques/sites/sciencespo.fr.ecole-affaires-publiques/files/GUINARD-GUILLAUME.pdf)
[publiques/sites/sciencespo.fr.ecole-affaires-publiques/files/GUINARD-GUILLAUME.pdf](https://www.sciencespo.fr/ecole-affaires-publiques/sites/sciencespo.fr.ecole-affaires-publiques/files/GUINARD-GUILLAUME.pdf).

27 ⁵⁹ *Id.* at p. 50.

A. Roblox Directly Exploits Minor DevEx Developers (Form One)

121. Children who independently create games, virtual items, and experiences on Roblox’s platform earn Robux through Roblox’s monetization system. Roblox is the direct employer or the functional employer of these children under the FLSA’s economic reality test and “suffer or permit” standard.

122. Roblox’s creators generate the platform’s principal product—the games and experiences that earn Roblox billions annually. The creators who develop and maintain these experiences are not the primary beneficiaries of their work.⁶⁰

123. Creators and their content are under Roblox’s control. Roblox maintains sole proprietary control over the tools in Roblox Studio and retains a non-exclusive, royalty-free, irrevocable, worldwide license to use, distribute, and display any content created in Roblox Studio.⁶¹

124. Roblox markets its platform with phrases like “make anything” and “reach millions of players,” promoting success stories that suggest content creation is a straightforward path to financial success.

125. Roblox’s own public admissions confirm its awareness that creators constitute a significant labor force: a 2025 press release admits that between 2017 and 2024, Roblox contributed approximately 22,000 full-time job equivalents and \$1.62 billion in GDP to the U.S. economy.⁶²

⁶⁰ *Id.* at p. 230.

⁶¹ Roblox, *Roblox Terms of Use*, Roblox Support - Legal Documents (Apr. 30 2026), <https://en.help.roblox.com/hc/en-us/articles/115004647846-Roblox-Terms-of-Use>.

⁶² Nicky Jackson Colaco, VP Global Public Policy, *Developers highlight the real-world impact of building on Roblox on Capitol Hill- How they turned code into careers*, ROBLOX NEWSROOM (December 18, 2025), <https://about.roblox.com/newsroom/2025/12/developers-highlight-the-real-world-impact-of-building-on-roblox-on-capitol-hill>.

1 126. Child creators who see messaging highlighting games made by other young creators—each
2 with millions or billions of visits—could reasonably believe that compensation is implied when creating
3 content on the platform.⁶³

4 **1. Multiple Profit Points from Single Child’s Labor**

5 127. Roblox’s claims that its “developer-friendly ecosystem” provides “a significant advantage
6 in speed to market and live operations” with “low upfront costs” where “[users are] only charged for these
7 expenses after [they] monetize” are misleading, as it is very difficult for a game to be successful unless a
8 significant amount of time and virtual currency is invested to promote it.⁶⁴

9 128. Roblox extracts profit from child labor at multiple points in each transaction:

- 10 a. Direct sales: Roblox retains 100% of items it sells directly to users.
11 b. Creator revenue share: Roblox takes a 75.5% cut of developer earnings when games or
12 items are published. For user-to-user sales, Roblox takes a 30% commission (historically
13 ranging up to 90%).
14 c. Upload fees: Roblox charges 750 Robux (approximately \$9.38 USD) for each accessory
15 or clothing submission to the Marketplace.
16 d. Advertising: Roblox profits from advertising bids that child developers must pay to
17 promote their games—regardless of whether those children earn anything from the ads.

18 129. This system is confusing to children who were incentivized to “Make anything. Reach
19 millions.” Most do not realize that success is virtually impossible unless they have sufficient capital to
20 promote their games.⁶⁵

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23 ⁶³ J. Clayton Eaton, *Minors or Miners? Analyzing Compensation of User-Generated Content Under the*
24 *Fair Labor Standards Act*, 28 Vanderbilt Journal of Entertainment and Technology Law 207 (2025) at p.
25 231, <https://scholarship.law.vanderbilt.edu/jetlaw/vol28/iss1/5>.

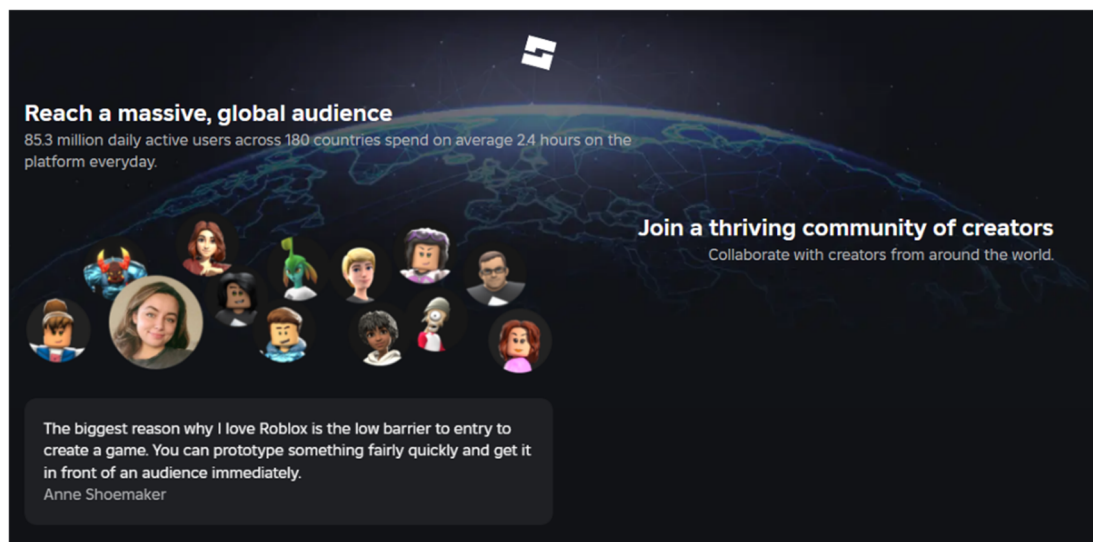
26 ⁶⁴ Roblox, *Turn your creativity into income on Roblox*, <https://create.roblox.com/docs/monetize> (visited
Feb. 13, 2026).

27 ⁶⁵ See Cecilia D’Anastasio, *On Roblox, Kids Learn It’s Hard to Earn Money Making Games*, WIRED (Aug.
28 19, 2021), <https://www.wired.com/story/on-roblox-kids-learn-its-hard-to-earn-money-making-games/>.

1 130. To “get more users to play their experience, developers can either rely on word-of-mouth, or
2 invest some of their Robux into advertisements on the Roblox website. Advertising space is allocated based
3 on bids, meaning that the amount of time an ad will appear will depend on the amount of Robux spent
4 relative to other bidders. An ad on which a user spent 200 Robux will appear 6 times less than an ad on
5 which another user spent 600 Robux.⁶⁶

6 131. Roblox profits further by requiring users to bid with Robux for advertisement space for their
7 games.

8 132. Roblox frequently claims creators can get games “in front of an audience immediately” while
9 highlighting its massive daily active user base.⁶⁷ These misleading claims exploit children’s low economic
10 literacy:

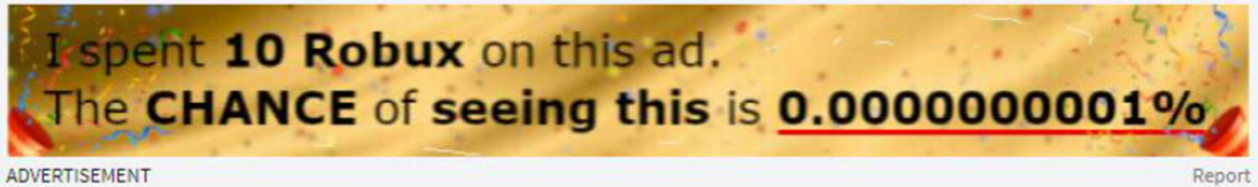


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26 ⁶⁶ Guillaume Guinard, *Avatar Capitalism: Policy implications of the metaverse as the future of platforms*,
(Master’s Thesis, Sciences Po 2022), at p. 38, <https://www.sciencespo.fr/ecole-affaires-publiques/sites/sciencespo.fr.ecole-affaires-publiques/files/GUINARD-GUILLAUME.pdf>.

27 ⁶⁷ Roblox, ROBLOX CREATOR HUB, <https://create.roblox.com/landing> (visited Mar. 2, 2026).

1 133. Roblox limits game discovery by not allowing users to browse outside its curated list of
2 popular games, forcing young developers who want their games discovered to either seek promotion from
3 third parties or influencers or pay Roblox for advertising.⁶⁸

4 **Figure 3.8 Screenshot of a randomly encountered ad at the top of Roblox’s website**



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9 134. According to More Perfect Union, because the Discovery section shows only the most
10 popular of the 50 million games, developers must bid for advertising “just for the chance to get view...it’s
11 essentially gambling for advertising. And if your gamble doesn’t pay off, your game won’t even show up
12 in the Discover section.”⁶⁹

13 135. That means a “significant amount of Robux earned needs to be invested back into the
14 platform to ensure an experience doesn’t immediately flop, let alone become profitable enough to allow its
15 creator to reach the 50,000 Robux threshold required to convert them into real-world cash.”⁷⁰

16 136. Moreover, Roblox deliberately makes cash-out difficult by requiring children to convert
17 Robux at significantly devalued rates and maintaining high DevEx entry barriers that most child laborers
18 can never overcome.

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22 ⁶⁸ Guillaume Guinard, *Avatar Capitalism: Policy implications of the metaverse as the future of platforms*,
23 (Master’s Thesis, Sciences Po, 2022), at p. 38, <https://www.sciencespo.fr/ecole-affaires-publiques/sites/sciencespo.fr.ecole-affaires-publiques/files/GUINARD-GUILLAUME.pdf>.

24 ⁶⁹ E. Logsdon & G. Lane, *We Investigated Roblox: Your Kid’s Favorite Game is Exploiting Them*, MORE
25 PERFECT UNION (Sept. 8, 2023), <https://perfectunion.us/we-investigated-roblox-your-kids-favorite-game-is-exploiting-them/>.

26 ⁷⁰ Guillaume Guinard, *Avatar Capitalism: Policy implications of the metaverse as the future of platforms*,
27 (Master’s Thesis, Sciences Po, 2022), at p. 38, <https://www.sciencespo.fr/ecole-affaires-publiques/sites/sciencespo.fr.ecole-affaires-publiques/files/GUINARD-GUILLAUME.pdf>.

1 137. Because every transaction on Roblox (whether between a buyer and Roblox, or between two
2 users) results in Robux being removed from the game's economy through payments, commissions, or fees
3 paid to Roblox, Roblox continually maintains a high demand for new Robux purchases.

4 138. While Roblox provides free software and tools to create experiences on its platform and
5 hosts these experiences for free, it does not provide free advertising or a free way for young game makers
6 to promote the games they make.

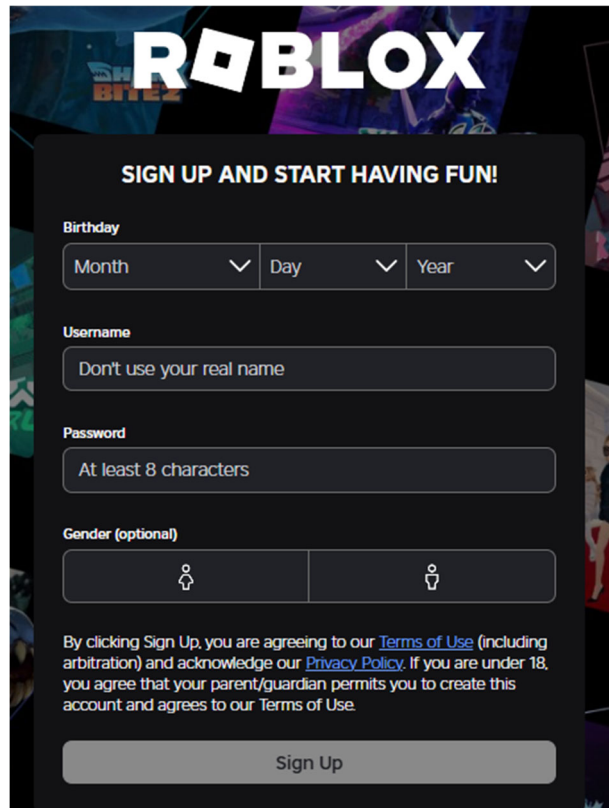
7 139. Roblox pays its child workers far less than other traditional gaming platforms pay their
8 developers. PC gaming platform Steam pays developers 70%, while Epic Games gives developers 88% of
9 their earnings. By contrast, Roblox pays creators only 24.5%—and even that figure overstates reality, since
10 the overwhelming majority of child workers cannot convert their Robux to real currency at all.

11 140. A key difference between Roblox and other gaming platforms is that numerous games on
12 Roblox are developed and built in substantial part by minors, which makes Roblox's low compensation
13 rates not merely a business practice, but rather, a child labor issue.

14 **2. Roblox's Failure to Verify Ages or Obtain Parental Consent**

15 141. For years, Roblox collected users' birthdates at account creation, making it fully aware of its
16 users' ages. Despite this knowledge, Roblox took no steps to verify parental consent before allowing minors
17 to participate in its creator economy. As of 2026, Roblox merely claims that, by clicking a sign-up button,
18 users agree that "your parent/guardian permits you to create this account"—but takes no steps to verify that
19 any minor has actually obtained such permission. This failure to verify ages or obtain parental consent
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1 enables Roblox to profit from child labor without complying with child labor laws requiring work permits
2 and parental authorization:⁷¹



3. Roblox Extracts The Economic Value of Children’s Labor for Its Own Benefit

142. Through its Terms of Use, Roblox requires every creator—including children who lack the legal capacity to enter binding contracts—to grant Roblox a “worldwide, perpetual, royalty free, and irrevocable” non-exclusive license “to use and exploit” their games and content “in any manner or media”—including for machine learning and AI model training—without compensation. Roblox Corp., Terms of Use § 7(A) (2024).⁷² The practical effect is that children create games FOR Roblox: while creators nominally

⁷¹ Roblox Account Creation Page, ROBLOX (Jan. 31, 2026), www.roblox.com, [<https://web.archive.org/web/20260131094357/https://www.roblox.com/CreateAccount>].

⁷² Roblox, *Roblox Terms of Use*, Roblox Support - Legal Documents (Apr. 30 2026), <https://en.help.roblox.com/hc/en-us/articles/115004647846-Roblox-Terms-of-Use>.

1 retain copyright, Roblox holds perpetual, irrevocable exploitation rights to every game and piece of content
2 created on its platform, including all games built by child labor.

3 143. Where adult users prey on children, engage them as employees, and direct them to create
4 games, the resulting games generate ongoing revenue for both Roblox and the adult who directed the labor.
5 Because minors generally lack capacity to enter binding contracts, Cal. Fam. Code § 6710, any purported
6 agreement by a minor creator to grant rights in their creative work is voidable. Yet Roblox collects its
7 irrevocable license regardless—and exploits child-created content in perpetuity.

8 144. Roblox has been unjustly enriched by obtaining perpetual, royalty-free exploitation rights to
9 intellectual property created through unlawful child labor and holds those rights as an involuntary
10 constructive trustee for the benefit of the child creators who produced the content.

11 145. When players complain about creations being stolen, they are advised by others how to
12 handle it. Roblox’s customer service dismisses these complaints and advises not to let “exploiters” have
13 studio access, if they respond at all.⁷³

14 **4. Roblox’s Robux System Circumvents Child Labor Protections**

15 146. Roblox designed its payment system to circumvent child labor laws and regulations by using
16 its proprietary currency. Federal and state child labor laws require work permits, parental consent, and hour
17 restrictions for minors—protections that Roblox’s Robux-based system entirely bypasses.⁷⁴

18 147. Roblox circumvents these regulations by making transactions occur with its own currency—
19 data is collected about the bank account or payment card used to initially buy Robux, but when Robux are
20 earned or used for in-platform transactions, the only data needed is the Roblox account. The platform
21 verifies age or requires parental consent only when Robux are initially purchased with real-world currency,
22 but not when they are used or spent afterwards.

23 _____
24 ⁷³ *How to prevent and react to stolen models?*, ROBLOX DEVELOPER FORUM,
25 <https://devforum.roblox.com/t/how-to-prevent-and-react-to-stolen-models/1216873> (visited Feb. 17,
2026).

26 ⁷⁴ See Guillaume Guinard, *Avatar Capitalism: Policy implications of the metaverse as the future of*
27 *platforms*, (Master’s Thesis, Sciences Po, 2022), at p. 46, <https://www.sciencespo.fr/ecole-affaires-publiques/sites/sciencespo.fr.ecole-affaires-publiques/files/GUINARD-GUILLAUME.pdf>.

1 148. This also facilitates transactions that would be illegal offline, such as allowing children to
2 gamble real money in a virtual casino.⁷⁵

3 5. Group Revenue Distribution

4 149. Roblox permits user-organized development to occur within “Groups”—collective accounts
5 that receive game revenues and distribute recurring percentage payouts to contributors, with Group owners
6 unilaterally controlling each contributor’s payout role and percentage. As documented in The Guardian’s
7 investigation, adult game-makers “decided unilaterally how to distribute funds among the rest of the team,”
8 with child workers having no say in compensation decisions.⁷⁶

9 150. Many adult-led development teams are organized under Groups. Absent standardized
10 contracts or verified parental consent, minors negotiate shares informally, creating risk around
11 compensation, IP ownership, and dispute resolution.

12 B. Adults Exploit Minor Sub-Developers Through Roblox’s Infrastructure 13 (Form Two)

14 151. DevEx developers are Roblox’s employees. These individuals and/or groups function as
15 video game companies’ creative designers and game developers.

16 152. Children recruited by adult DevEx developers perform skilled labor building Roblox’s
17 games and virtual content. These children work under adult direction, often for 40 or more hours per week,
18 and receive Robux, nominal compensation, or nothing at all. The FLSA’s child labor prohibitions apply
19 to all employers who suffer or permit children to work, regardless of the child’s subjective compensation
20 expectations. Private for-profit entities may not use unpaid child labor under any volunteer rationale.

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24 ⁷⁵ See EJ Dickson, *Inside the Underground Strip-Club Scene on Kid-Friendly Gaming Site Roblox*,
25 ROLLING STONE (Sept. 12, 2021), <https://www.rollingstone.com/culture/culture-features/roblox-virtual-strip-clubs-condo-games-sex-1197237/>.

26 ⁷⁶ Simon Parkin, *The trouble with Roblox, the video game empire built on child labour*, THE GUARDIAN
27 (Jan. 9, 2022, amended Jan. 20, 2022), <https://www.theguardian.com/games/2022/jan/09/the-trouble-with-roblox-the-video-game-empire-built-on-child-labour>.

1 153. Adult developers actively recruit minors who are proficient with Roblox’s creative tools,
2 targeting workers too young to recognize the exploitative nature of the arrangement.

3 154. These unregulated virtual development teams make it easy for adults to: lie to child workers
4 about compensation; make children work for free or for worthless Robux; subject child laborers to untrained
5 management; and expose child workers to workplace abuse and harassment.

6 155. Children exploited through these teams are not afforded the legal protections that apply to
7 child workers in traditional employment.

8 156. Roblox provides a sample contributor agreement that attempts to shift all responsibility away
9 from Roblox onto the children being employed. The sample agreement instructs children to “consult with
10 their attorneys”⁷⁷ before signing—an absurd suggestion for 12-year-olds that highlights Roblox’s deliberate
11 indifference to exploitation on its platform:

12 Model Contributor Agreement

DISCLAIMER

THIS AGREEMENT IS INTENDED TO SERVE AS AN EXAMPLE OF STANDARD TERMS FOR CONTRIBUTION ARRANGEMENTS AND DO NOT, AND ARE NOT INTENDED TO, CONSTITUTE LEGAL ADVICE. AS YOU WILL NOTE, THIS AGREEMENT ALSO INCLUDES “NOTES” THROUGHOUT THE DOCUMENT WHICH HELP TO EXPLAIN THE PURPOSE OF DIFFERENT CLAUSES AND SOME EXAMPLES OF DIFFERENT WAYS TO APPROACH THOSE CLAUSES. THESE NOTES ARE PROVIDED AS A COURTESY TO HELP ROBLOX USERS DEVELOP AND INNOVATE, BUT ARE ALSO NOT INTENDED AS ACTUAL LEGAL ADVICE.

THE PARTIES ARE ENCOURAGED TO CONSULT WITH THEIR ATTORNEYS TO OBTAIN LEGAL ADVICE, INCLUDING WITH RESPECT TO CONTRACTING WITH MINORS IN THE APPLICABLE JURISDICTION AND TO MAKE SURE YOU CLEARLY UNDERSTAND THE TERMS OF ANY CONTRACT BEFORE YOU SIGN IT.

IF NOT OTHERWISE DEFINED, CAPITALIZED TERMS IN THIS CONTRIBUTOR AGREEMENT AND THE NOTES HAVE THE MEANINGS SET FORTH IN THE ROBLOX TERMS OF USE, AVAILABLE [HERE](#).

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19 This Contributor Agreement (the “Agreement”) is entered into effective as of [DATE] (the “Effective Date”), between [HIRING PARTY NAME and address] (the “HIRING PARTY”) and [NAME and address] (the “CONTRIBUTOR”).

20
21 WHEREAS, HIRING PARTY is engaged in the business of computer application development and wants to contract CONTRIBUTOR to perform services relating to the global platform Roblox, and

22
23 WHEREAS, CONTRIBUTOR has the required skills and knowledge and wants to perform such services under the following terms and conditions:

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26 ⁷⁷ *Consulting Agreement Template*, ROBLOX https://en.help.roblox.com/hc/en-us/article_attachments/4465280091924/Roblox_-_Model_Contributor_Agreement_RBX.pdf (last visited
27 Apr. 22, 2026).

1 157. Roblox not only refuses to intervene in activity linked to outside platforms; victims who post
2 about exploitation on the developer forum can be sanctioned for “harassing” the people exploiting them, on
3 top of the reputational risk of speaking out against well-regarded developers.

4 158. Child developers who experience exploitation have no institutional recourse. Roblox states
5 it will not intervene in disputes, and platform rules can be weaponized against whistleblowers. As one
6 victim testified, the reputational risk of speaking out, combined with the absence of any HR function, leaves
7 children with nowhere to turn.⁷⁸ Group leads have explained that scammers exploit community norms and
8 conduct illegal activities in private chats beyond moderator reach.⁷⁹

9 159. Adult game developers exercise unilateral control over compensation with no institutional
10 safeguards. Children have been promised percentage-based compensation only to have adult team leaders
11 impose fixed salaries representing significant pay cuts—with no recourse and no ability to negotiate.⁸⁰

12 **IV. DOCUMENTED ADULT EXPLOITATION OF CHILD WORKERS**

13 160. Stories of children—including children below age 13—being subjected to workplace abuse
14 and financial exploitation by Roblox’s DevEx developers are widespread on Roblox. These documented
15 accounts include reports of children manipulated by adult supervisors who exercise unilateral control over
16 compensation, working conditions, and whether child workers receive anything at all.

17 161. Adult developers systematically exploit the fact that most young Roblox developers cannot
18 cash out their earnings due to high minimum payout thresholds. This allows adults to keep child workers
19 invested and productive while minimizing actual compensation—a form of wage theft enabled by platform
20 design.

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22 ⁷⁸ See Simon Parkin, *The trouble with Roblox, the video game empire built on child labour*, THE GUARDIAN
23 (Jan. 9, 2022, amended Jan. 20, 2022), <https://www.theguardian.com/games/2022/jan/09/the-trouble-with-roblox-the-video-game-empire-built-on-child-labour>.

24 ⁷⁹ Y. Choi, et al., *Leveling Up Together: Fostering Positive Growth and Safe Online Spaces for Teen*
25 *Roblox Developers*, Proceedings of the 2025 CHI Conference on Human Factors in Computing Systems
(April 2025), at p. 11, <https://arxiv.org/pdf/2502.18120>.

26 ⁸⁰ See Simon Parkin, *The trouble with Roblox, the video game empire built on child labour*, THE GUARDIAN
27 (Jan. 9, 2022, amended Jan. 20, 2022), <https://www.theguardian.com/games/2022/jan/09/the-trouble-with-roblox-the-video-game-empire-built-on-child-labour>.

1 162. Once recruited, child workers face demanding workplace conditions typically reserved for
2 adult employees: pressure to work long hours, threats of replacement if productivity slips, and performance
3 expectations that disregard their age, school responsibilities, and developmental needs. These children have
4 no labor protections, no HR department, and no recourse.

5 163. Adult developers deliberately target and recruit children, exploiting the complete absence of
6 safeguards on Roblox's platform. One 16-year-old game operator openly told Fast Company that he saw
7 game development as an easy way to get rich after failing to make his own games profitable—demonstrating
8 how the platform's structure incentivizes older users to exploit younger, more naive child workers as a
9 pathway to wealth.⁸¹

10 164. Adult developers exploit children's psychological vulnerabilities, including their desire for
11 expensive virtual status symbols, using them as leverage in employment and compensation negotiations.⁸²

12 165. The Guardian's November 2022 investigation (discussed in detail in Section VII.C) found
13 adult developers recruiting children as young as 12 to work as programmers, animators, and designers under
14 exploitative conditions, with no workplace protections, parental notification, or platform oversight. The
15 following documented cases illustrate these patterns.⁸³

16 C. Victim Testimony: Anna's Story

17 166. Anna (pseudonym), who built her first game on Roblox at age 10, was approached by game-
18 makers in their 20s when she became more proficient with Roblox's development tools.⁸⁴ These adults had
19 identified a talented child and saw an opportunity.

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23 ⁸¹ Burt Helm, *Sex, lies, and video games: Inside Roblox's war on Porn*, FAST COMPANY (Aug. 19, 2020),
<https://www.fastcompany.com/90539906/sex-lies-and-video-games-inside-roblox-war-on-porn>.

24 ⁸² See Sam Liberty, *The Roblox's creator illusion*, UX Collective (April 19, 2025),
25 <https://medium.com/user-experience-design-1/the-robloxs-creator-illusion-f5e6e5e29479>.

26 ⁸³ Simon Parkin, *The trouble with Roblox, the video game empire built on child labour*, THE GUARDIAN
27 (Jan. 9, 2022, amended Jan.20, 2022). <https://www.theguardian.com/games/2022/jan/09/the-trouble-with-roblox-the-video-game-empire-built-on-child-labour>.

28 ⁸⁴ *Id.*

1 167. These adult developers messaged her with a proposition to collaborate on a more ambitious
2 project, offering the then-teenager just 10% of any profits—a percentage they alone would determine and
3 control. Anna, without parental guidance or legal counsel, accepted. She didn't think about entering into a
4 formal contract with these developers because, at her age, she had no frame of reference for what one should
5 look like.⁸⁵

6 168. While being involved in a project generating more than \$2 million in revenue, Anna received
7 no advice, support, or protection from anyone at Roblox—despite Roblox's knowledge that children were
8 performing substantial work on its platform without any institutional safeguards.⁸⁶

9 169. Anna considered herself a partner who worked on the project from 2016 until 2018. She
10 explained: “I contributed basically everything to the project – animations, sounds, 3D modelling, level
11 design and programming.”⁸⁷ This was not casual involvement—it was a job requiring professional-level
12 skills, performed by a child.

13 170. Within months, the game became one of the most played on Roblox. Anna, then just 16 years
14 old, calculated that she was on course to earn \$300,000 in a year—compensation comparable to an
15 experienced programmer at Google. She had no idea that her adult “partners” could eliminate her earnings
16 at will.⁸⁸

17 171. Anna explained that her income was “reliant on the unregulated benevolence of the game-
18 makers who owned the account into which Roblox paid the game's earnings” and that those adults “decided
19 unilaterally how to distribute funds among the rest of the team.”⁸⁹

20 172. When the adult game-makers unilaterally announced they were converting the children to
21 “independent contractors” with fixed salaries, Anna calculated that her demotion amounted to a 40% pay
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23 _____
24 ⁸⁵ *Id.*

25 ⁸⁶ *Id.*

26 ⁸⁷ *Id.*

27 ⁸⁸ *Id.*

28 ⁸⁹ *Id.*

1 cut. The adults did not negotiate, consult, or explain. Anna stated: “I had no say in the matter.” A child
2 worker’s compensation had been slashed by adults who faced no oversight, accountability, or
3 consequences.⁹⁰

4 173. After this betrayal, Anna quit the project. She later reflected on why she had no options:
5 “There is no HR to call. Roblox's forums would have flagged any post I made about the situation as
6 harassment. And, as I wanted to keep making games on Roblox, I was aware of the reputational risk
7 associated with speaking out against people who were well regarded within the developer community.”⁹¹
8 Roblox’s platform design left exploited children with nowhere to turn.

9 174. Years later, Anna described the lasting psychological impact: “Most of my new games have
10 been flops. I’ve only recently realized exactly how toxic my relationship with Roblox has been and how
11 many years of life experience it has taken from me, all out of a desire to finally build that one game that
12 makes it.”⁹² The exploitation had cost her not only money but years of her childhood and adolescence.

13 175. Despite recognizing this toxicity, Anna felt psychologically trapped and unable to step away
14 from Roblox, saying: “I just need to give my current project a decent chance at a successful launch, then I
15 can walk away.”⁹³

16 176. After Anna’s exploitation became public, Roblox promoted the very game she helped create
17 as a platform success story—using the fruits of her exploitation to recruit the next generation of child
18 workers. This is not irony; it is business strategy.

19 177. Anna’s experience illustrates each of the platform failures at the heart of this litigation:
20 Roblox’s failure to implement parental consent requirements before an adult developer recruited a 16-year-
21 old to work on a multi-million-dollar project; the complete absence of any dispute resolution mechanism
22 when her compensation was unilaterally eliminated; Roblox’s retention of perpetual, irrevocable
23

24 ⁹⁰ *Id.*

25 ⁹¹ *Id.*

26 ⁹² *Id.*

27 ⁹³ *Id.*

1 intellectual property rights to games she substantially created; and the lasting psychological and economic
 2 harm—including years of lost childhood and continued coercive participation—that constitutes the injury
 3 Plaintiff seeks to redress.

4 **D. Victim Testimony: Regan Green’s Story**

5 178. Regan Green joined Roblox as a player when he was just six years old. By age 12, he had
 6 developed programming skills—skills that made him a target for adult developers seeking cheap labor.
 7 Arnold Castillo—a 22-year-old man operating under the aliases Jacob Shedletsky, Jadon Shedletsky, and
 8 DoctorRofatnik—recruited the 12-year-old to work as a programmer on his Sonic Eclipse Online game,
 9 describing the opportunity as “the chance of a lifetime.” For a child desperate to be taken seriously, such
 10 flattery was impossible to resist.

11 179. Green was expected to perform professional-level programming work on demand, despite
 12 being a sixth-grader with school responsibilities, homework, and the developmental needs of a 12-year-old.
 13 The adults who recruited him showed no interest in accommodating his age, education, or well-being.

14 180. About his time as a child developer under Castillo’s direction, Green ultimately concluded:
 15 “The pressure caused me to break.” A 12-year-old child, subject to adult workplace demands without labor
 16 protections, parental oversight, or platform intervention, was psychologically broken by the experience.⁹⁴

17 181. When asked why he didn’t seek help from Roblox, Green’s response revealed both the
 18 platform’s indifference and how thoroughly children had internalized it: “I didn’t reach out to Roblox
 19 themselves about it, because even then I knew about how unhelpful they were for their developers. Things
 20 like developer credit and fair pay just aren’t their problems to deal with, I guess.”⁹⁵ A 12-year-old knew
 21 better than to expect Roblox to protect him—because Roblox had already demonstrated it would not.

22 **E. Victim Testimony: Rachel’s Story**

23 182. Rachel (pseudonym), who started playing Roblox at age six, became a target for adult
 24 exploitation when Castillo recruited her to work on his Sonic Eclipse Online game. She was 12 years old.

26 ⁹⁴ *Id.*

27 ⁹⁵ *Id.*

1 Rachel joined the game’s Discord chat forum, the primary communication channel for the development
2 team, where she would be exposed to an adult-controlled workplace with no protections or parental
3 oversight.⁹⁶

4 183. Castillo himself described recruiting dozens of children, some as young as 12, to design
5 characters and manage Robux payments for his Sonic Eclipse Online game.⁹⁷

6 184. By 2020, Castillo claimed to be one of the highest-paid developers on Roblox, boasting
7 about it on Discord. There, thousands of fans got to know him as Jadon Shedletsky, “a Game Developer,
8 Industry Visionary, and a bit braggadocious,” as he wrote in his bio.⁹⁸

9 185. Rachel described the Discord forum as “an absolute cesspool of toxicity”—a workplace
10 environment no child should ever encounter. Castillo, operating under the alias Jadon, isolated Rachel by
11 starting a private chat with her soon after she joined. This isolation is a hallmark of grooming behavior.⁹⁹

12 186. Rachel testified that Castillo “began sending her private updates on the progress of the game,
13 which she says made her feel special, like she was party to insider information.”¹⁰⁰ He deliberately
14 cultivated emotional dependence in a 12-year-old, interspersing these messages with manipulation designed
15 to control her. Rachel later admitted the impact of this grooming: “I liked the attention and, very early on,
16 started developing feelings for him. I was a child who just wanted love and attention she couldn’t get
17 elsewhere.”¹⁰¹

18 187. Castillo, fully aware that Rachel was 12 years old, made repeated inappropriate comments
19 and used classic manipulation tactics to maintain control. He wrote to her: “It’s fine, you’re 12, I expect
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21 ⁹⁶ *Id.*

22 ⁹⁷ O. Carville and C. D’Anastasio, *Roblox’s Pedophile Problem*, BLOOMBERG (July 22, 2024, updated
23 July 23, 2024), <https://www.bloomberg.com/features/2024-roblox-pedophile-problem/>.

24 ⁹⁸ *Id.*

25 ⁹⁹ Simon Parkin, *The trouble with Roblox, the video game empire built on child labour*, THE GUARDIAN
26 (Jan. 9, 2022, amended Jan. 20, 2022). <https://www.theguardian.com/games/2022/jan/09/the-trouble-with-roblox-the-video-game-empire-built-on-child-labour>.

27 ¹⁰⁰ *Id.*

28 ¹⁰¹ *Id.*

1 you to be a little slow, but soon I'll corrupt you beyond your wildest dreams." A 22-year-old man told a 12-
2 year-old girl he would "corrupt" her—on a platform marketed to children—and Roblox's systems did
3 nothing to intervene.

4 188. Rachel reported that Castillo would dismiss his inappropriate comments as "jokes"
5 whenever she expressed discomfort, and would give her Robux to regain her trust. This cycle of boundary
6 violation, denial, and material reward is a textbook manipulation tactic designed to confuse and control
7 victims. Rachel said: "He used the fact that I cared about him a lot to his advantage. He was very
8 manipulative, right up until the day I left."¹⁰²

9 189. When Rachel's exploitation was reported to Roblox by a friend, Roblox's response was
10 revealing: the company demanded that Rachel obtain a guardian to file a formal complaint before it would
11 act. The disparity is telling: Roblox demanded parental involvement when a child sought protection—but
12 never required a guardian's consent for a 12-year-old to enter into a work arrangement with an unknown
13 24-year-old man on its platform. Protection required parental oversight; exploitation did not.

14 190. For months after Rachel left the team and her mother filed formal complaints about
15 workplace harassment and predatory behavior, the Sonic Eclipse Online game remained active on Roblox.
16 Complaints from a child victim and her mother were insufficient to prompt action. The game was only
17 removed after Sega—an outside corporation—demanded its removal for copyright infringement. Roblox
18 acted to protect intellectual property rights, not children.

19 191. Castillo denied threatening child collaborators with replacement if they did not produce
20 enough work, telling The Guardian: "We have no such thing as hours because we're not professionals."¹⁰³
21 This statement reveals the exploitation model in its purest form: children were expected to work like
22 professionals, producing professional-quality output, but were denied professional protections because they
23 were "not professionals." Multiple child workers' testimony contradicted Castillo's claims.

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26 ¹⁰² *Id.*

27 ¹⁰³ *Id.*

1 192. During his criminal sentencing hearing, Castillo provided testimony that laid bare how
2 Roblox’s platform design facilitated child exploitation. Castillo stated: “It’s very easy to make an account.
3 It’s very easy to play a game” and that it was “very easy for an adult to talk to a young person.” He explained
4 that “it was also easy to meet kids on the platform and shift them to less moderated spaces,” recalling that
5 he would “simply us[e] the word ‘cord’ instead of ‘Discord’ to evade the censors.”¹⁰⁴ A convicted predator
6 testified that Roblox made it easy to access, target, isolate, and exploit children, and Roblox has taken no
7 meaningful steps to address the vulnerabilities he identified.

8 **V. THE DOCUMENTED HARMS: EVIDENCE OF INJURY FOR ALL CLAIMS**

9 193. The exploitation described above has caused concrete, documented harm to children across
10 multiple dimensions. These harms are not speculative—they are the predictable and intended
11 consequences of a system designed to extract child labor while preventing meaningful redress.

12 **A. Economic Harms to Children**

13 194. Children who create for Roblox routinely work 40 or more hours per week yet receive no
14 money or Robux that cannot be converted to money. Even children who qualify for DevEx earn \$0.0035
15 per Robux—a fraction of a cent per hour when measured against the time invested. Roblox publicly
16 celebrates its “Robux economy” while systematically preventing child creators from accessing its value.

17 195. This economic extraction directly tracks the pattern of industrial child labor: companies
18 profit from child work while children receive wages far below legal minimums, if any compensation at
19 all.

20 196. Roblox’s economic design teaches child laborers that spending is easy while earning real
21 money is nearly impossible. Children quickly learn that purchasing virtual items is instantaneous, while
22 the path to converting their labor into real currency is fraught with obstacles. This fundamental imbalance
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27 ¹⁰⁴ O. Carville and C. D’Anastasio, *Roblox’s Pedophile Problem*, Bloomberg (July 22, 2024, updated July
28 23, 2024), <https://www.bloomberg.com/features/2024-roblox-pedophile-problem/>.

1 normalizes exploitation and conditions children to accept unfair compensation, which directly contradicts
2 the platform’s “Earn Serious Cash” marketing.¹⁰⁵

3 **B. Psychological Harms**

4 197. Children working as developers report stress, anxiety, and burnout comparable to adult
5 professionals in high-pressure industries. The combination of unpredictable income (even in Robux form),
6 constantly shifting platform rules, and the pressure to produce content that attracts users creates chronic
7 psychological strain. Roblox’s own developer forums document these harms in children’s own words, yet
8 Roblox has taken no meaningful steps to address them.¹⁰⁶

9 **C. Educational and Developmental Harms**

10 198. Children who spend 40+ hours per week developing for Roblox necessarily divert time
11 from schoolwork, peer interaction, physical activity, and age-appropriate recreation. This is not “screen
12 time” concern—it is labor displacement, the same harm Congress recognized when it prohibited industrial
13 child labor.¹⁰⁷

14 199. Child laborers’ development is stunted by exploitation dynamics, including unequal power
15 relationships with adult managers and complete absence of workplace protections.

16 200. Roblox’s economic structure systematically devalues children’s creative labor. When child
17 workers dedicate countless hours to creating games that generate substantial engagement but yield
18 minimal returns, they are effectively taught that their labor has no value. This stands in stark contrast to
19 the entrepreneurial values the platform claims to promote.¹⁰⁸

22 ¹⁰⁵See Sam Liberty, *The Roblox’s creator illusion*, UX COLLECTIVE (April 19, 2025),
23 <https://medium.com/user-experience-design-1/the-robloxs-creator-illusion-f5e6e5e29479>.

24 ¹⁰⁶ See Simon Parkin, *The trouble with Roblox, the video game empire built on child labour*, THE
25 GUARDIAN (Jan. 9, 2022, amended Jan. 20, 2022), <https://www.theguardian.com/games/2022/jan/09/the-trouble-with-roblox-the-video-game-empire-built-on-child-labour>.

26 ¹⁰⁷ *Id.*

27 ¹⁰⁸ See Sam Liberty, *The Roblox’s creator illusion*, UX COLLECTIVE (April 19, 2025),
28 <https://medium.com/user-experience-design-1/the-robloxs-creator-illusion-f5e6e5e29479>.

1 **C. Harms to Labor Markets**

2 201. Roblox’s system creates downward pressure on wages across digital creative industries.
3 When children can be recruited to build games for Roblox (which cannot be converted to real money),
4 adult developers must compete against a labor pool that literally cannot demand market wages. This is the
5 digital equivalent of the race-to-the-bottom dynamic that child labor laws were enacted to prevent.

6 202. Roblox’s model depresses wages for legitimate game developers by creating a race-to-the-
7 bottom dynamic fueled by child labor that costs the platform virtually nothing.

8 **E. Societal Harms**

9 203. Roblox’s model normalizes child labor in digital environments. Children who grow up
10 creating for Roblox learn that their labor has no real-world value, that contracts are one-sided instruments
11 of extraction, and that “opportunity” means working for free in exchange for “exposure.” These lessons
12 persist beyond the platform and shape expectations about labor more broadly.

13 **VI. STRUCTURAL FEATURES THAT ENSURE CONTINUED EXPLOITATION**

14 204. The forms of exploitation described herein are not design flaws Roblox has failed to
15 correct—they are features Roblox has deliberately maintained because its business model depends on
16 them. Roblox’s profitability, growth strategy, and public company narrative all require that children
17 continue to create content, recruit peers, and accept compensation far below any lawful standard.

18 205. The entire Roblox platform is built on user-generated content. Roblox reported nearly 7
19 million active developers who created over 18 million experiences.¹⁰⁹ Because most users are children,
20 most content creators are children. Without this constant stream of content from child creators, Roblox’s
21 business model would collapse. Children are not incidental to Roblox’s business—they are its foundation.

22 206. It is in Roblox’s financial interest to ensure developers take out the lowest possible share
23 from the value they create.

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27 ¹⁰⁹ Roblox Securities Form S-1 Statement filed Nov. 19, 2020, at p. 2,
<https://d18rn0p25nwr6d.cloudfront.net/CIK-0001315098/5eb88cd0-1cb4-4270-9110-685928fd0f9b.pdf>.

1 207. As detailed in Section IV.B above, Roblox’s fee structure maximizes extraction from child
2 labor at every transaction point.

3 208. During a 2021 earnings call, Roblox founder David Baszucki attributed the platform’s
4 international growth directly to monetizing user-generated content from “up and coming UGC creators”—
5 a strategy that extracts value from child labor within a closed ecosystem designed to prevent meaningful
6 compensation:¹¹⁰

7 **Anna Yen**

8 I think we’ve got time for one or two more.

9 Roblox has shown impressive growth in the international market. What is driving this? Is it technology? Is
it content? Is it the flywheel? Can you comment on that?

10 **David Baszucki**

11 Great question. Yes, yes, yes, yes. What has driven our growth historically has been a dual loop and it’s
12 unique to this class of platforms, is a loop around great content. The higher the quality of the content, the
bigger the economy. The bigger the economy, the larger teams are able to make content mixed with up
and coming UGC creators.

13 The better the content, the more people come to the platform, but that content then serves as a
14 foundation for second viral loop where the more of my friends are on the platform, the more exciting it is
for me to come to the platform and hangout, play, work, learn, experience entertainment within that
content. It’s yes to all of those. All of these work together in two viral loops to drive our growth.

15 209. Roblox’s growth strategy relies on recruiting a large pool of child creators through marketing
16 that promises wealth (e.g., “Earn Serious Cash”) and educational initiatives that aim to “help 100 million
17 students learn with Roblox by 2030.”

18 210. Roblox’s closed economy is designed to prevent exit: games, tools, and skills are non-
19 portable, creating structural lock-in that denies minors the off-ramps available to creators on open platforms.

20 211. By centralizing hosting, moderation, and payments, Roblox ensures that all value-creating
21 activity must transit its infrastructure and currency. This enables unilateral rule changes, fee adjustments,
22 and policy shifts that creators—especially minors—cannot realistically negotiate or resist.

23 212. Roblox’s social network effects deepen this lock-in: child developers build for audiences
24 exclusively within Roblox, comprised of other children conditioned by Roblox to spend Robux. Leaving
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26 ¹¹⁰ *Roblox Corporation Q1 2021 Earnings Conference Call May 11, 2021*, VIAVID,
27 [https://s27.g4cdn.com/984876518/files/doc_financials/2021/q1/final-051121-roblox-corp-q1-earnings-
call-1455108.pdf](https://s27.g4cdn.com/984876518/files/doc_financials/2021/q1/final-051121-roblox-corp-q1-earnings-call-1455108.pdf) (visited Mar. 18, 2026).

1 the platform means abandoning accumulated assets, reputation, monetization, community, and social
2 connections, thus coercing continued participation despite unfavorable terms.

3 213. Roblox’s closed economy ensures continued participation even when children recognize
4 they are being harmed. Anna stated that she recognized “exactly how toxic” her relationship with Roblox
5 was, yet felt unable to step away: “I just need to give my current project a decent chance at a successful
6 launch, then I can walk away.”¹¹¹ This is the hallmark of economic coercion—victims who recognize their
7 exploitation but cannot escape because the cost of leaving exceeds the cost of staying.

8 214. Roblox’s child labor economy operates through five sequential stages: (1) *Recruitment*—
9 Roblox markets DevEx to children, promising real monetary returns for creative work; (2) *Capture*—
10 children invest hundreds or thousands of hours building games, creating deep sunk-cost psychology; (3)
11 *Lock-in*—the Robux currency system ensures accumulated earnings cannot be converted to real money until
12 impossible thresholds are met; (4) *Control*—platform policies, age restrictions, and account-linked wallets
13 prevent children from exiting without forfeiting all accumulated value; and (5) *Extraction*—Roblox retains
14 the vast majority of Robux value through its exchange rate. This coercive scheme causes children to
15 reasonably believe that ceasing work means permanent forfeiture of everything they have created.

16 215. A former employee explained that after Roblox’s IPO, implementing safety measures
17 became more difficult because “you’re answering to all the investors,” and proposed changes risked “the
18 numbers going down or the profits going down.”¹¹²

19 216. Safety measures that might reduce engagement metrics are rejected. A parental-approval
20 proposal, despite an internal presentation documenting its safety benefits, was disapproved before reaching
21 the experiment phase.¹¹³

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24 ¹¹¹ Simon Parkin, *The trouble with Roblox, the video game empire built on child labour*, THE GUARDIAN
25 (Jan. 9, 2022, amended Jan. 20, 2022), <https://www.theguardian.com/games/2022/jan/09/the-trouble-with-roblox-the-video-game-empire-built-on-child-labour>.

26 ¹¹² *Roblox: Inflated Key Metrics For Wall Street And A Pedophile Hellscape For Kids*, HINDENBURG
27 RESEARCH (2024), <https://hindenburgresearch.com/roblox/>.

28 ¹¹³ *Id.*

1 217. Quarterly pressure to maintain growth metrics requires continued exploitation of the
2 platform’s child labor pool.

3 **VII. ROBLOX’S KNOWLEDGE AND DELIBERATE CHOICES**

4 **A. Roblox Deliberately Created the Labor Marketplace**

5 218. Roblox is fully aware that it markets its platform to children and that most of its users are
6 minors.

7 219. Roblox’s own studies demonstrate corporate knowledge of its child-dominated user base.
8 One study showed that 56% of teens spend more time with Roblox friends than their real life friends.¹¹⁴

9 220. Roblox changed its business strategy over time with full knowledge that its platform was
10 being used by minors as a money-making venture.

11 221. As children began detailing their experiences with abuse and exploitation—both online and
12 in major news outlets—Roblox became aware that its platform enabled systematic child exploitation.
13 Despite this knowledge, Roblox chose to continue profiting from child labor rather than implement
14 meaningful reforms.

15 222. Despite widespread media coverage, Roblox has continued to operate the Talent Hub without
16 age verification, standardized contracts, or dispute resolution mechanisms.

17 **B. Roblox Knows the True Economics**

18 223. Roblox knowingly marketed false promises of significant earnings to children, fully aware
19 that its “Earn Serious Cash” advertisements induced children to spend more time creating content that
20 enriched the platform.¹¹⁵ Roblox’s own data revealed that 99.47% of community developers earned less
21 than \$1,000 in 2020, and only a tiny fraction of games generate meaningful income.

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24 ¹¹⁴62% of Teens on Roblox Say Online Conversations With Real-Life Friends Are Top Pandemic Priority,
25 ROBLOX NEWS (Jun. 29, 2020), <https://ir.roblox.com/news/news-details/2020/62-of-Teens-on-Roblox-Say-Online-Conversations-With-Real-Life-Friends-Are-Top-Pandemic-Priority/default.aspx> .

26 ¹¹⁵ Simon Parkin, *The trouble with Roblox, the video game empire built on child labour*, THE GUARDIAN
27 (Jan. 9, 2022, amended Jan. 20, 2022), <https://www.theguardian.com/games/2022/jan/09/the-trouble-with-roblox-the-video-game-empire-built-on-child-labour>.

1 224. Craig Donato, Roblox’s Chief Business Officer, admitted to The Guardian that “while the
2 company paid out more than half a billion dollars to creators last year, only 1,000 games generated more
3 than \$30,000 in 2021.”¹¹⁶

4 225. This admission reveals that despite millions of child developers creating content, only a tiny
5 fraction earn meaningful income while Roblox profits from all their labor.

6 226. In 2023, Roblox had over 5.5 million active experiences, but only 11,000 developers earned
7 enough Robux to qualify for conversion (30,000 Robux, or \$105 USD).¹¹⁷

8 227. Roblox’s SEC filings demonstrate corporate knowledge of the exploitative economics
9 underlying its creator ecosystem. Its November 2020 Registration Statement (Form S-1) disclosed that
10 Roblox retains approximately \$0.83 for every dollar earned by developers, paying out only about \$0.17—
11 a fact that proves Roblox knew its compensation structure paid creators a fraction of the value they
12 generated.¹¹⁸ The March 2022 Quarterly Report confirmed that nearly all revenue derives from Robux sales
13 for virtual items created by its community—establishing that Roblox’s entire business model depends on
14 extracting value from creator labor.¹¹⁹

15 228. These SEC filings constitute admissions of corporate knowledge regarding the economics
16 of its exploitation.

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23 ¹¹⁶ *Id.*

24 ¹¹⁷ See Brian Dean, *Roblox User and Growth Stats You Need to Know*, BACKLINKO (Jan. 17, 2024),
<https://backlinko.com/roblox-users>.

25 ¹¹⁸ Roblox Corp., Registration Statement (Form S-1), at 86 (Nov. 19, 2020),
26 <https://d18rn0p25nwr6d.cloudfront.net/CIK-0001315098/5eb88cd0-1cb4-4270-9110-685928fd0f9b.pdf>.

27 ¹¹⁹ Roblox Corp., Quarterly Report (Form 10-Q), at 59 (Mar. 31, 2022),
<https://www.sec.gov/Archives/edgar/data/1315098/000131509822000084/rblx-20220331.htm>.

C. Specifically Warned About Child Labor Exploitation

229. The Guardian’s November 2022 investigation specifically documented child labor exploitation on Roblox. Reporters found that adult developers recruit children as young as 12 to work as programmers, animators, and designers—offering them “the chance of a lifetime” while subjecting them to exploitative conditions without workplace protections, parental notification, or platform oversight. The investigation documented specific instances of children working 40+ hours per week for minimal or no compensation, adult developers unilaterally controlling pay distributions, and Roblox’s failure to implement safeguards despite full knowledge of these practices. This investigation put Roblox on explicit notice of child labor violations occurring on its platform.

230. Multiple Roblox employees have specifically acknowledged the company’s failure to address child labor exploitation. One employee told Hindenburg Research that management rejected proposals—including requiring parental approval for users under 13—that would have provided oversight of minors’ participation in the creator economy. This deliberate rejection of known safeguards demonstrates that Roblox leadership was aware of the child labor problem and chose not to act.

231. Roblox employees have acknowledged that the company’s moderation systems cannot detect child labor exploitation—including unpaid work, sub-minimum wage compensation, or exploitative adult-child work relationships. This is not a technology limitation; it is a design choice. Roblox built a labor marketplace for children and deliberately chose not to build the tools to police it.¹²⁰

232. Beyond specific child labor warnings, Roblox was also on notice of broader platform-safety failures that demonstrate a pattern of prioritizing growth over child protection.

¹²⁰ See *Roblox: Inflated Key Metrics For Wall Street And A Pedophile Hellscape For Kids*, HINDENBURG RESEARCH (2024), <https://hindenburesearch.com/roblox/>.

D. Roblox Leadership Has Directly Addressed Child Labor Concerns

233. Stefano Corazza, Roblox Studio Head, explicitly addressed child labor concerns in a March 2024 interview, stating: “[Y]ou can say, ‘Okay, we are exploiting, you know, child labour,’ right? Or, you can say: we are offering people anywhere in the world the capability to get a job, and even like an income. So, I can be like 15 years old, in Indonesia, living in a slum, and then now, with just a laptop, I can create something, make money and then sustain my life.”¹²¹

234. By framing the exploitation of 15-year-olds as economic “opportunity,” Roblox’s leadership revealed that the company views child labor not as a problem to be solved, but as a feature to be marketed.

235. Corazza continued, acknowledging that only some teenagers “didn’t feel like they were exploited! They felt like, ‘Oh my god, this was the biggest gift, all of a sudden I could create something, I had millions of users, I made so much money I could retire.’”¹²² Corazza’s anecdote, however, describes a statistical outlier. Roblox’s own data shows that the overwhelming majority of developer-creators received no real-world compensation for their labor—making Corazza’s exceptional success story unrepresentative of the class experience and misleading when offered as a defense to systematic exploitation.

236. Although Roblox later attempted to clarify these comments by claiming that it does not directly hire minors, Corazza’s statement plainly acknowledges its exploitation of minors.¹²³

237. While Roblox has claimed that, “more than 90 percent of the top 1,000 experiences ... were owned by developers who were at least 18 years old,”¹²⁴ Roblox’s own arithmetic, concedes that approximately 10% of the most-played experiences were created by minors—demonstrating corporate knowledge of substantial child-creator participation at the highest levels of the platform.

¹²¹ Chris Tapsell, *Roblox Studio boss: children making money on the platform isn’t exploitation, it’s a gift*, EUROGAMER (Apr. 4, 2024, updated May 5, 2024), <https://www.eurogamer.net/roblox-studio-boss-children-making-money-on-the-platform-isnt-exploitation-its-a-gift>.

¹²² *Id.*

¹²³ *Id.*

¹²⁴ *Id.*

1 238. And yet, while claiming “safety is in our DNA,” its moderation efforts¹²⁵ address only
 2 content moderation—not labor exploitation. The stark disconnect between Roblox’s safety claims and its
 3 complete failure to protect children from labor exploitation demonstrates a deliberate choice to ignore the
 4 only harm to children that makes it money.

5 **VIII. ROBLOX’S DECEPTIVE MARKETING**

6 **A. Material Misrepresentations and Omissions**

7 239. Roblox reinforces its educational image through a dedicated “Education” website with free
 8 resources and a community fund aiming to “help 100 million students learn with Roblox by 2030.” This
 9 educational branding conceals the reality that Roblox operates a commercial labor marketplace where
 10 children create content that generates billions in revenue for the company while receiving little or no real
 11 compensation.

12 240. Roblox claims a “zero-tolerance policy” for exploiting children, yet its Talent Hub enables
 13 adult recruitment of child workers without age verification. The Roblox system systematically undervalues
 14 children's work. Cash-out restrictions ensure most child creators receive nothing for their labor. The Terms
 15 of Use extract perpetual IP rights from children who cannot legally contract. These are not bugs in Roblox’s
 16 system; they are features that generate billions in annual revenue.

17 **B. Reasonable Reliance and Inducement**

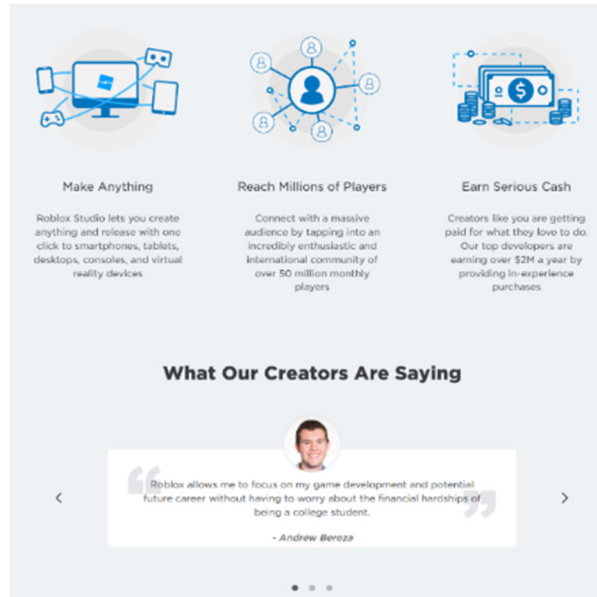
18 241. Plaintiff and Class Members were induced to perform labor on Roblox’s platform through
 19 false and misleading representations that they could earn real money. Roblox’s “Earn Serious Cash”
 20 marketing was designed to recruit children as creators and workers, not merely as consumers.¹²⁶ Had
 21 children known that Roblox’s economic structure was designed to trap their earnings in a closed-loop
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 24
 25 ¹²⁵ See Ken Yeung, *10 Questions With Laura Higgins (S1, Ep13)*, MEDIUM (Jul 10, 2019),
<https://medium.com/corner-of-wherever/10-questions-with-laura-higgins-s1-ep13-aac479294035>.¹²⁶

26 Roblox, CREATOR HUB (Aug. 2, 2021), <https://www.roblox.com/create>
[\[https://web.archive.org/web/20210802073311/https://www.roblox.com/create\]](https://web.archive.org/web/20210802073311/https://www.roblox.com/create).

27 ¹²⁶ Roblox, CREATOR HUB (Aug. 2, 2021), <https://www.roblox.com/create>
[\[https://web.archive.org/web/20210802073311/https://www.roblox.com/create\]](https://web.archive.org/web/20210802073311/https://www.roblox.com/create).

1 system where nearly all child-creators cannot cash out, they would not have invested their time and labor
2 on the platform:



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14 242. Child laborers reasonably relied on Roblox’s representations that the platform offered
15 genuine economic opportunity in exchange for their labor. Roblox exploited this reliance to induce children
16 to perform work—creating games, designing assets, scripting code, and building content—that generates
17 billions in revenue while paying children virtually nothing.

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19 243. In 2021, Roblox became a publicly traded company, having fostered a narrative that its
20 developers earned substantial income. Six months later, Roblox quietly removed those claims from its
21 website—but only after millions of children had already been induced to create content in reliance on them.

22 244. Roblox’s false and misleading representations that child creators could “Earn Serious Cash”
23 were material misrepresentations designed to induce children to perform labor. These representations
24 recruited millions of children to create content, allowing Roblox to extract billions of dollars in value from
25 child labor while paying creators virtually nothing in return.

26 245. Roblox omitted from its marketing any disclosure of the true economics of its platform: that
27 only 0.21% of creators can cash out, that Roblox retains approximately 75% of all revenue, and that children
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1 routinely work for adult developers without compensation or workplace protections. These omissions were
2 material to children’s decisions to invest their time and labor on the platform.

3 246. Plaintiff and Class Members would not have invested countless hours performing labor—
4 creating games, designing assets, and building content-on Roblox’s platform if they had known the true
5 economics of the system: that their labor would generate billions for Roblox while they received little or
6 nothing in return.

7 **IX. CLASS ACTION ALLEGATIONS**

8 247. Plaintiff brings this class action individually and as representatives of all those similarly
9 situated, pursuant to Federal Rule of Civil Procedure 23(a), (b)(2), and (b)(3), on behalf of themselves and
10 the following proposed Class and Subclass (collectively, the “Classes”).

11 248. As described below, this action satisfies the numerosity, commonality, typicality, adequacy,
12 predominance, and superiority requirements of Rule 23(a) and (b)(3) (as well as the requirements for
13 certification of one or more issue classes under Rule 23(c)(4)). Accordingly, Plaintiff seeks certification
14 under Federal Rule of Civil Procedure 23 of the following Classes:

15 **Nationwide Class:** All persons who were under 18 at the time they created content,
16 performed game development, asset creation, scripting, animation, moderation, or similar labor on
17 the Roblox platform at the request of or for the benefit of adults, DevEx developers, or for Roblox
18 directly, and who received compensation in Robux, compensation totaling less than minimum wage,
19 or no compensation at all.

20 **California Subclass:** All persons under 18 who, while residing in California, created content
21 or performed game development, asset creation, scripting, or similar labor on the Roblox platform
22 at the request of adults, DevEx developers, or for Roblox directly, and who received compensation
23 in Robux, compensation totaling less than minimum wage, or no compensation at all.

24 **Under-13 Subclass:** All persons who were under age 13 at the time they created content,
25 developed games, or performed other labor on the Roblox platform and who earned Robux that they
26 were structurally barred from converting to real currency by reason of Roblox’s age-13 DevEx
27 eligibility restriction.

1 249. For the avoidance of doubt, the Nationwide Class and California Subclass include: (a)
2 children who earned Robux through Roblox’s platform and were unable to convert it to lawful currency
3 (DevEx minor developers); (b) children who performed labor for adult DevEx developers and received
4 Robux as compensation; (c) children who performed labor for adult DevEx developers and received
5 compensation that, when calculated against hours worked, falls below the applicable minimum wage; and
6 (d) children who performed labor for adult DevEx developers, receiving no compensation. Inclusion in the
7 Class does not require that a child expected monetary compensation.

8 250. Excluded from the Classes are: (1) Defendant and its affiliates, parents, subsidiaries, officers,
9 agents, and directors, and any entity in which Defendant has a controlling interest; (2) all individuals who
10 make a timely election to be excluded from this proceeding using the correct protocol for opting out; (3)
11 those persons who have suffered personal injuries as a result of the facts alleged herein; (4) any and all
12 federal, state, or local governments, including but not limited to its departments, agencies, divisions,
13 bureaus, boards, sections, groups, counsel, and/or subdivisions; and (5) all judges presiding over this matter
14 or assigned to hear any aspect of this litigation, along with judicial clerks and staff, and immediate family
15 members; and (6) Plaintiff’s counsel.

16 251. Plaintiff reserves the right to modify or amend the foregoing Class and Subclass definitions
17 before the Court determines whether certification is appropriate.

18 252. This action has been brought and may properly be maintained as a class action under Federal
19 Rule of Civil Procedure 23 because there is a well-defined community of interest in the litigation and
20 membership in the proposed Classes is readily ascertainable.

21 253. **Numerosity (Rule 23(a)(1)):** A class action is the only available method for the fair and
22 efficient adjudication of this controversy. The members of each Class are so numerous and geographically
23 dispersed that individual joinder of all Class Members is neither practicable nor possible. Upon information
24 and belief, the total number of Class Members is in the thousands, if not millions. Membership in the Class
25 will be determined by analysis of Defendant’s records.

26 254. **Commonality (Rule 23(a)(2) and (b)(3)):** Consistent with Rule 23(a)(2) and with Rule
27 23(b)(3)’s predominance requirement, Plaintiff and Class Members share a community of interest in that
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1 there are numerous common questions and issues of law and fact which predominate over any questions
2 and issues solely affecting individual members, including, but not necessarily limited to:

- 3 a. Whether Roblox knew that its minor users' labor was being exploited through, or as a result
4 of, the DevEx program;
- 5 b. Whether Roblox knew that its DevEx program caused or facilitated child labor law
6 violations;
- 7 c. Whether Roblox has a duty to ensure that its platform does not cause, or otherwise facilitate,
8 violations of child labor laws;
- 9 d. Whether Roblox failed to implement reasonable safeguards to protect minor users from labor
10 exploitation, in violation of state and federal child labor laws;
- 11 e. Whether Roblox failed to implement child safety and labor controls;
- 12 f. Whether Roblox failed to reasonably monitor the hiring practices of its adult DevEx
13 developers, leading to minor users' exploitation and violations of child labor law;
- 14 g. Whether Roblox failed to reasonably audit the work performed by minor users to ensure the
15 absence of child labor law violations;
- 16 h. Whether Roblox knew that adult DevEx developers were exploiting child labor as part of
17 the experiences created through Roblox's DevEx development program;
- 18 i. Whether Roblox failed to ensure that Roblox's minor DevEx users were being compensated
19 at least minimum wage for their labor;
- 20 j. Whether Roblox's failure to implement reasonable safeguards against child labor
21 exploitation was foreseen or reasonably foreseeable;
- 22 k. Whether Roblox's conduct was unlawful, unfair, deceptive, or negligent;
- 23 l. Whether Roblox's conduct violates any state's statute and/or uniform deceptive trade
24 practices act;
- 25 m. Whether Roblox was unjustly enriched;
- 26 n. Whether Plaintiff and Class Members are entitled to restitution, disgorgement, or damages;
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- 1 o. Whether Plaintiff and Class Members have suffered economic injury and the appropriate
2 measure of their losses as a result of those injuries; and
- 3 p. Whether Plaintiff and Class Members are entitled to injunctive, declaratory, or other
4 equitable relief.

5 255. In the alternative, Plaintiff seeks certification under Rule 23(c)(4) with respect to one or
6 more of the above issues or such other issues as may be identified in the future.

7 256. **Typicality (Rule 23(a)(3)):** Plaintiff’s claims are typical of the claims of absent Class
8 Members because they arise from the same course of conduct by Defendant—namely, its systematic
9 exploitation of child labor through a deceptive and coercive platform design. Plaintiff and all Class
10 Members were subjected to the same unlawful practices, including the same Terms of Service, the same
11 economic structure, the same DevEx barriers, and the same lack of safeguards. The injuries suffered by
12 Plaintiff—uncompensated or undercompensated labor, exposure to exploitative conditions, psychological
13 harm, and economic deprivation—are the same in kind as those suffered by all Class Members. Defendant’s
14 uniform conduct toward all minor creators, rather than individualized policies, establishes typicality.

15 257. **Adequacy (Rule 23(a)(4)):** Consistent with Rule 23(a)(4), Plaintiff is an adequate
16 representative of each of the Classes because Plaintiff is members of the Classes and are committed to
17 pursuing this matter against Defendants to obtain relief for the Classes. Plaintiff is not subject to any
18 individual defense unique from those conceivably applicable to other Class Members. Plaintiff anticipates
19 no management difficulties in this litigation. Plaintiff has no conflicts of interest with absent members of
20 the Classes. Plaintiff’s Counsel is competent and experienced in litigating class actions. Plaintiff intends to
21 vigorously prosecute this case and will fairly and adequately protect the Classes’ interests.

22 258. **Predominance and Superiority (Rule 23(b)(3)):** Consistent with Rule 23(b)(3), a class
23 action is superior to any other available means for the fair and efficient adjudication of this controversy, and
24 no unusual difficulties are likely to be encountered in the management of this class action. Common issues
25 in this litigation predominate over individual issues. The issues discussed above regarding commonality are
26 more important to the resolution of this litigation than any individual issues. The purpose of the class-action
27 mechanism is to permit litigation against wrongdoers even when damages to individual plaintiffs may not
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1 be sufficient to justify individual litigation. Here, the damages suffered by Plaintiff and the Class Members
2 are relatively small compared to the burden and expense required to individually litigate their respective
3 claims against Defendants and, thus, individual litigation to redress Defendants' wrongful conduct would
4 be impracticable. Individual litigation by each Class Member would also burden and unreasonably strain
5 the court system, and would result in undue delay. Individual litigation creates the potential for inconsistent
6 or contradictory judgments and increases the delay and expense to all parties and the court system. By
7 contrast, the class-action device presents far fewer management difficulties and provides the benefits of a
8 single adjudication, economies of scale, and comprehensive supervision by a single court.

9 259. **Ascertainability:** The Class and Subclass are defined by reference to objective and
10 demonstrable criteria. Class membership can be determined through Roblox's internal records, including:
11 (a) account registration data showing user ages; (b) creator dashboard records showing content creation and
12 Robux earnings; (c) Talent Hub participation records; (d) DevEx program records showing cash-out
13 attempts and eligibility determinations; and (e) transaction records showing Robux payments and fees.
14 There are feasible mechanisms to determine who fits within the Classes, including Roblox's account,
15 creator-dashboard, Talent Hub, DevEx, and transactional records. At the time of class certification, the class
16 shall be defined using the specific reliable and administratively feasible methods for identifying class
17 members identified through discovery.

18 260. Defendant has engaged in, and continues to engage in, the unlawful and fraudulent business
19 practices alleged herein. Plaintiff seeks class-wide injunctive relief under Rule 23(b)(2) because Defendant
20 persists in operating an exploitative business model that harms children and omits material facts regarding
21 child labor and safety in its marketing. The injuries to Plaintiff and the Class are ongoing and require
22 injunctive relief.

23 261. Roblox did not passively observe this exploitation—it architected it. Every structural feature
24 of the Roblox economy was the product of deliberate design choices: the Talent Hub that connects child
25 creators with adult purchasers without age verification or parental consent; the Robux currency system that
26 obscures the true value of children's labor; the exchange rate that extracts approximately 72% of earned
27 value (paying only \$0.0035 for Robux worth \$0.0125); the DevEx barriers that prevent nearly all creators

1 from cashing out; the age-13 cutoff that permanently bars the youngest children from any compensation;
2 and platform policies that prevent children under 13 from ever converting their labor to real currency under
3 any circumstances. The resulting child labor extraction was not an unintended side effect; it was the
4 foreseeable and foreseen consequence of choices Roblox made to maximize profit.

5 **X. FLSA COLLECTIVE ACTION ALLEGATIONS**

6 262. Plaintiff brings Counts I and II of this action as a collective action pursuant to 29 U.S.C.
7 § 216(b), on behalf of themselves and the following proposed FLSA Collective: all persons who were
8 minors (under age 18) at the time they (a) created content, performed game development, asset creation,
9 scripting, animation, or similar labor on the Roblox platform as DevEx-eligible developers, or (b) were
10 recruited, hired, or directed by adult DevEx developers to perform such labor through the Talent Hub or
11 other Roblox features, and who were denied lawful minimum wage or overtime compensation for that work
12 (the “FLSA Collective”).

13 263. Unlike Rule 23 class actions—which bind all defined class members unless they
14 affirmatively elect to opt out—FLSA collective actions require potential members to affirmatively “opt in”
15 by filing a written consent to join with the Court. 29 U.S.C. § 216(b). Plaintiff will separately move for
16 conditional certification of the FLSA Collective and for Court-authorized notice to all similarly situated
17 workers, so that they may exercise their right to participate in this action.

18 264. Certification of an FLSA collective action requires only a modest factual showing that
19 Plaintiff and the proposed collective members are “similarly situated” within the meaning of § 216(b)—a
20 substantially lower threshold than the numerosity, commonality, typicality, and adequacy requirements of
21 Rule 23(a). *See Hoffmann-La Roche Inc. v. Sperling*, 493 U.S. 165, 170 (1989); *Campbell v. City of Los*
22 *Angeles*, 903 F.3d 1090, 1109 (9th Cir. 2018) (“similarly situated” requires only that plaintiffs be “subject
23 to a common policy, plan, or practice”). Plaintiff and the FLSA Collective are similarly situated because all
24 were uniformly subject to: (a) Roblox’s platform-wide Robux compensation structure, which pays creators
25 a fixed, unilaterally set rate per Robux (\$0.0035 before September 5, 2025, and \$0.0038 thereafter)
26 regardless of the value created; (b) the same DevEx eligibility barriers and minimum threshold requirements
27 that prevent cashout for nearly all child-creators; (c) the same age-gated restrictions that bar all children
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1 under 13 from converting earned Robux into real currency under any circumstances; and (d) the same
2 systematic failure to pay minimum wage or comply with federal and state child labor law.

3 265. The names and identifying information of the FLSA Collective Members are within
4 Roblox’s exclusive possession and control. Plaintiff accordingly requests that this Court order Roblox to
5 provide the names and contact information for all FLSA Collective Members so that Court-authorized
6 notice may be issued and affected workers may exercise their statutory right to join this action.

7 **CAUSES OF ACTION**

8 **COUNT I – VIOLATIONS OF THE FAIR LABOR STANDARDS ACT**

9 **29 U.S.C. § 201 et seq.**

10 **(Child Labor and Wage Provisions)**

11 266. Plaintiff restates, re-alleges, and incorporates by reference each and every allegation of the
12 preceding paragraphs of this Complaint as though fully set forth herein.

13 267. Roblox violated the child labor prohibitions of the Fair Labor Standards Act of 1938, as
14 amended, 29 U.S.C. § 201 et seq. (the “FLSA”), by suffering or permitting minors to perform labor on its
15 platform without work permits, proper supervision, age verification, parental consent, or compliance with
16 any legal requirements applicable to child employment. Roblox benefited financially from the work of
17 minors-including fees extracted from child labor transactions-thereby violating its statutory obligations
18 under 29 U.S.C. § 212(c).

19 268. Roblox is not a passive conduit but an active participant in the exploitative ventures giving
20 rise to all claims in this action. Roblox’s actions—and inactions—are not those of a neutral platform hosting
21 third-party content; they are the acts of an employer, economic operator, and co-venturer that deliberately
22 constructed a system enabling child labor exploitation. Plaintiff’s claims arise from Roblox’s own
23 conduct—its platform design, economic architecture, and employment of children—not from third-party
24 content.

25 269. Section 212(a) of the FLSA prohibits the shipment in commerce or goods produced from
26 “oppressive child labor.” 29 U.S.C. § 212(a).

1 270. Section 212(c) of the FLSA provides that “[n]o employer shall employ any oppressive child
2 labor in commerce or in the production of goods for commerce or in any enterprise engaged in commerce
3 or in the production of goods for commerce.” 29 U.S.C. § 212(c).

4 271. Section 203(l) of the FLSA, 29 U.S.C. § 203(l), defines “oppressive child labor” to include
5 the employment of children under 16 years of age in any occupation, subject to certain limited exemptions
6 not applicable here. For youth aged 14 and 15, employment is permitted only in occupations declared not
7 to be particularly hazardous and only during hours that do not interfere with their schooling, health, or well-
8 being. 29 C.F.R. § 570.2 (eff. Jan. 9, 2017).

9 272. Children under 14 are generally prohibited from employment except in specific exempted
10 categories such as newspaper delivery, acting, and agricultural work performed outside of school hours.
11 None of these exemptions apply here.

12 273. California law imposes stricter limitations on child labor than federal law. Under California
13 Labor Code §§ 1285–1312.5 and the Industrial Welfare Commission Wage Orders, Cal. Code Regs. tit. 8,
14 §§ 11000–11170 (eff. Jan. 1, 2001), minors aged 14 and 15 may not work more than 3 hours on any school
15 day, 8 hours on any non-school day, 18 hours in any school week, or 40 hours in any non-school week, and
16 may not work before 7:00 a.m. or after 7:00 p.m. on school evenings (or 9:00 p.m. in summer). Cal. Lab.
17 Code § 1308.1. Minors aged 16 and 17 may not work more than 4 hours on any school day, 8 hours on any
18 non-school day, 48 hours in any week, and may not work before 5:00 a.m. or after 10:00 p.m. on evenings
19 preceding school days. Cal. Lab. Code § 1308. Documented testimony confirms that minor developers
20 worked hours exceeding both federal and California limitations, all without work permits required under
21 California Education Code §§ 49110–49116 and applicable IWC Minimum Wage Orders.

22 274. Roblox created and operated a monetized digital labor environment in which minors
23 routinely created games, assets, and code for adult users in exchange for Robux. Roblox permitted minors
24 to work in conditions analogous to employment—including deadlines, task assignments, feedback loops,
25 and team-based production—without providing the required protections under law.

26 275. Plaintiff and FLSA Collective Members are or were minors under the age of 18 at all relevant
27 times during which they performed work through the Roblox platform. Specifically, Plaintiff and substantial
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1 portions of the FLSA Collective were under the age of 16, and many were under the age of 14, during the
2 time they created content, developed games, and participated in the Developer Exchange Program.

3 276. Nearly half of Roblox’s 151.5 million daily active users are under age 13. More than 75%
4 of children aged 9-12 in the United States use Roblox monthly. Of Roblox’s millions of active developers,
5 the statistical majority are children under age 18, with substantial numbers under the ages of 16 and 14.¹²⁷

6 277. Defendant knew or should have known that Plaintiff and FLSA Collective Members were
7 minors. Indeed, Roblox had actual and constructive knowledge that minors were performing labor because
8 Roblox:

- 9 • Operates a creator dashboard showing minors’ work output;
- 10 • Reviews and approves assets, games, and materials created by minors;
- 11 • Tracks engagement and monetization metrics tied to child-created content;
- 12 • Encourages minors to become “developers” and “creators” through official marketing.

13 278. Roblox did not take any steps to determine whether its employees—adult DevEx
14 developers—were complying with applicable labor laws, despite having the leverage and practical ability
15 to require such compliance.

16 279. Roblox failed to implement any contractual or procedural mechanism requiring adult DevEx
17 developers to certify compliance with child labor laws, even though it knew that a significant portion of its
18 developer community consisted of minors.

19 280. At all relevant times, Defendant employed Plaintiff and FLSA Collective Members within
20 the meaning of the FLSA. Section 203(g) defines “employ” broadly to include “to suffer or permit to work.”
21 Roblox “suffered or permitted” minors to work because: (a) Roblox had actual knowledge that minors were
22 performing labor; (b) Roblox had the ability to determine whether minors were employed by its employees
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25 ¹²⁷ Roblox Corp., *Form S-1 Registration Statement*, at p. 4 (Nov. 19, 2020),
26 <https://www.sec.gov/Archives/edgar/data/1315098/000119312520298230/d87104ds1.htm> (reporting
27 approximately half of all daily active users are under the age of 13); Roblox Corp., *Q3 2025 Shareholder*
28 *Letter* (Oct. 30, 2025), [https://s27.q4cdn.com/984876518/files/doc_financials/2025/q3/Q3-2025-](https://s27.q4cdn.com/984876518/files/doc_financials/2025/q3/Q3-2025-Shareholder-Letter.pdf)
[Shareholder-Letter.pdf](https://s27.q4cdn.com/984876518/files/doc_financials/2025/q3/Q3-2025-Shareholder-Letter.pdf) (reporting 151.5 million DAUs).

1 (DevEx developers) but failed to create, implement, or oversee any audits of employees or intermediaries'
2 employment and wage and hour practices; (c) Roblox had the power to prevent this labor and deliberately
3 declined to do so; and (d) Roblox directly and substantially benefited from that labor. The “suffer or permit”
4 standard is intentionally broad and does not require a formal hiring agreement or traditional employer-
5 employee relationship.

6 281. Roblox occupies a functional-employer position with respect to every minor working for an
7 adult DevEx developer: it operates the Talent Hub through which minors are recruited; it owns the Roblox
8 Studio tools through which minors’ work is performed; it reviews and approves every game and experience
9 that minors help build; and it controls the DevEx monetization pipeline through which any payment to those
10 games must flow. Roblox has both the duty and the practical power to prevent the unlawful employment of
11 minors in its commercial ecosystem, and its failure to do so “suffers or permits” that labor within the
12 meaning of 29 U.S.C. § 203(g).

13 282. To the extent Roblox argues that child creators are “trainees” or “hobbyists” exempt from
14 FLSA protection, that argument fails under both the “primary beneficiary” test and the seven-factor test
15 articulated in *Glatt v. Fox Searchlight Pictures, Inc.*, 811 F.3d 528, 536-37 (2d Cir. 2016). Under the primary
16 beneficiary test, the relevant question is whether the employer or the worker is the primary beneficiary of
17 the relationship. Here, Roblox is unambiguously the primary beneficiary: it receives the content, the
18 engagement, the revenue, and perpetual IP rights. Child creators receive Robux that nearly all cannot
19 convert to real money, non-transferable skills in a closed ecosystem, and exposure to predatory adult
20 recruiters. Applying the *Glatt* factors: (1) many child creators believe they will be compensated because
21 Roblox’s “Earn Serious Cash” marketing actively cultivates the false expectation of real payment, yet
22 Roblox’s representations about DevEx eligibility and earning potential create an implicit promise of
23 compensation that is never delivered to nearly all child creators; (2) the “training” Roblox provides through
24 Roblox Studio develops no skills transferable outside its walled garden, unlike training provided in an
25 educational environment; (3) there is no connection between the child creators’ activities and any formal
26 educational program; (4) Roblox makes no accommodation for academic commitments—the relationship
27 extends indefinitely with no defined educational term or curriculum; (5) there is no limited duration to the
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1 internship-like relationship—it continues indefinitely; (6) child creators displace the work Roblox would
2 otherwise pay employees to perform—Roblox’s entire content library is user-generated, and Roblox derives
3 immediate, substantial advantage from child creators’ work with billions in annual revenue flowing directly
4 from child-created content; and (7) child creators have no guaranteed job or path to employment with
5 Roblox at the conclusion of their work. The training exemption does not apply where, as here, the “trainee”
6 displaces regular employees, the “employer” derives immediate advantage, and the work product is central
7 to the employer’s revenue model.

8 283. The fact that many child creators are recruited and directed by adult users does not insulate
9 Roblox from FLSA liability. Roblox is a joint employer of children working on its platform because Roblox
10 exercises sufficient control over the essential terms and conditions of their work. Under the joint employer
11 doctrine, an entity may be deemed an employer where it exercises functional control over workers even if
12 another entity also employs them. Here, Roblox: (a) controls who may participate by setting account
13 eligibility requirements and retaining sole discretion to approve or deny access; (b) owns and controls the
14 exclusive platform (Roblox Studio) where all work must be performed; (c) sets work rules and standards
15 through its Terms of Service and Community Standards that dictate how work must be performed; (d)
16 reviews and approves all work product, retaining the right to reject any game or experience; (e) sets the
17 exclusive compensation currency (Robux) and unilaterally determines its exchange value; (f) dictates the
18 terms under which any creator may convert labor to real currency (DevEx eligibility); (g) extracts
19 mandatory fees from every transaction; (h) retains the power to terminate any creator’s access and forfeit
20 their accumulated earnings; (i) requires all creators to grant Roblox perpetual IP licenses as a condition of
21 participation; and (j) maintains records of all creator activity, hours logged, earnings, and transactions.

22 284. Under the “economic reality test” applied to determine employment status under the FLSA,
23 Plaintiff and FLSA Collective Members were employees, not independent contractors. The Ninth Circuit
24 examines six factors, each of which weighs in favor of employment: (1) degree of control—Roblox controls
25 all aspects of the work environment and compensation structure; (2) opportunity for profit—child creators
26 have no opportunity for profit independent of Roblox’s unilateral decisions; (3) investment—creators invest
27 only their labor into Roblox’s proprietary platform; (4) special skill—skills learned are Roblox-specific and

1 non-transferable; (5) permanence—creators develop ongoing relationships spanning months or years; and
2 (6) integral to business—user-generated content creation is Roblox’s entire business model.

3 285. Defendant exercises substantial and pervasive control over Plaintiff and FLSA Collective
4 Members through:

- 5 • Unilateral imposition of Terms of Service that govern all aspects of platform
6 participation, which Defendant may modify without notice or consent;
- 7 • Comprehensive content moderation policies that dictate what developers may create,
8 with violations resulting in content removal or account termination;
- 9 • Algorithmic systems that determine game visibility, discoverability, and promotion, over
10 which developers have no control;
- 11 • Complete control over all monetization mechanisms, including setting virtual currency
12 exchange rates, determining cash-out eligibility, and establishing minimum thresholds
13 for payment;
- 14 • Mandatory use of Defendant's proprietary tools (Roblox Studio) and programming
15 language (Lua), with no ability to export work product or use development tools outside
16 Defendant's ecosystem;
- 17 • Unilateral ability to suspend or terminate accounts, remove content, and withhold earned
18 compensation without appeal or due process;
- 19 • Imposition of upload fees, transaction fees, and advertising costs that developers must
20 pay to participate in the platform; and
- 21 • Control over when, how, and whether developers may convert their earnings to real
22 currency through the Developer Exchange Program.

23 286. This level of control far exceeds that of a platform merely hosting independent contractors
24 and reflects the relationship between an employer and its workforce. Child creators could not export their
25 work to other platforms, could not convert earnings to cash without Roblox’s permission (permission denied
26 to nearly all), could not contract with adult developers outside Roblox’s systems, and had no alternative
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1 marketplace for their labor. Roblox was not merely a passive host; it was the sole employer, sole payor, and
2 sole gatekeeper of every transaction between child creators and the outside economy.

3 287. Roblox controls every economic variable of child creators' work: the platform through
4 which work is performed, the currency in which it is compensated, the exchange rate that determines real-
5 world value, and the age-gated withdrawal restrictions that prevent young children from ever accessing
6 their earnings.

7 288. Roblox benefited from child labor while failing to implement any needed protections.
8 Roblox also failed to maintain the records required by 29 U.S.C. § 211(c) and 29 C.F.R. Part 516 (eff. July
9 1, 1987) regarding the ages of its child workers, the nature of their work, and the hours they performed.
10 This record-keeping failure independently violates the FLSA and, as the party obligated to maintain such
11 records, Roblox bears the burden of demonstrating the absence of liability.

12 289. Roblox had a duty to inquire into the conditions prevailing in its business. Roblox assumed
13 a duty to prevent child labor law violations on its platform and breached that duty by failing to conduct
14 reasonable diligence or take reasonable steps to protect children.

15 290. As a result of Defendant's violations, as alleged herein, Plaintiff and the FLSA Collective
16 Members seek an order awarding compensatory damages and any other just and proper relief available
17 under the law. Specifically, Plaintiff and the FLSA Collective seek: (i) compensatory damages; (ii)
18 liquidated damages equal to unpaid wages pursuant to 29 U.S.C. § 216(b); (iii) civil penalties for each child
19 labor violation; (iv) injunctive relief prohibiting continued violations; and (v) pre- and post-judgment
20 interest on all unpaid amounts.

21 **COUNT II -**

22 **VIOLATIONS OF THE FAIR LABOR STANDARDS ACT**

23 **29 U.S.C. § 201 et seq.**

24 **(Minimum Wage and Overtime Violations)**

25 291. Plaintiff restates, re-alleges, and incorporates by reference each and every allegation of the
26 preceding paragraphs of this Complaint as though fully set forth herein.

1 292. In addition to violating the FLSA’s child labor provisions, Defendant has violated the Act’s
2 minimum wage and overtime requirements with respect to Plaintiff and FLSA Collective Members who
3 were 16 or 17 years old (and therefore lawfully employable with certain restrictions).

4 293. Section 206 of the FLSA, 29 U.S.C. § 206, requires covered employers to pay employees at
5 least the federal minimum wage for all hours worked.

6 294. Section 207 of the FLSA, 29 U.S.C. § 207, requires covered employers to pay employees at
7 a rate of one and one-half times their regular rate of pay for all hours worked in excess of 40 hours per
8 workweek.

9 295. Plaintiff and FLSA Collective Members worked substantial hours developing games and
10 content on Defendant’s platform, regularly exceeding 40 hours per week.

11 296. Defendant—both Roblox and Roblox through its employees and intermediaries—is a
12 covered employer for purposes of these provisions of the FLSA, because Roblox is an enterprise engaged
13 in commerce or in the production of goods for commerce within the meaning of 29 U.S.C. § 203(s)(1).
14 Roblox has employees engaged in commerce or in the production of goods for commerce—including
15 software engineers, content moderators, and customer service representatives who regularly communicate
16 across state lines and with international users—and has annual gross volume of sales made or business done
17 of not less than \$500,000. In fact, Roblox’s annual revenue exceeds \$3 billion.

18 297. Defendant—both Roblox and Roblox through its employees and intermediaries—failed to
19 pay Plaintiff and FLSA Collective Members the federal minimum wage for all hours worked. Based on
20 testimony of minor developers who worked long hours developing games, and Roblox’s own data that the
21 vast majority of earning developers received \$0 in real currency, the effective hourly wage paid by
22 Defendant to Plaintiff and FLSA Collective Members was either zero or far below the federal minimum
23 wage of \$7.25 per hour. Even for the small fraction who did receive Robux convertible to currency, the
24 \$0.17–\$0.28 per dollar earned translates to effective hourly compensation well below the federal minimum
25 when divided by the documented hours of labor.

26 298. Defendant failed to pay Plaintiff and FLSA Collective Members overtime compensation at
27 a rate of one and one-half times their regular rate for hours worked in excess of 40 per workweek.

1 299. In the vast majority of cases, Defendant paid nothing at all, as nearly all child developers
2 were unable to convert their Robux to real currency.

3 300. Defendant failed to maintain accurate records—and failed to require its DevEx employees
4 and intermediaries to maintain those records— of hours worked by Plaintiff and FLSA Collective Members
5 as required by 29 U.S.C. § 211(c) and 29 C.F.R. Part 516 (eff. July 1, 1987). Roblox also failed to implement
6 any monitoring or audit process or procedure to ensure compliance with federal law.

7 301. Defendant’s violations of the FLSA’s minimum wage and overtime provisions are willful, as
8 Defendant knew or showed reckless disregard for whether its conduct violated the FLSA. Willfulness is
9 established by: (a) Roblox’s own SEC filings disclosing it retains approximately \$0.83 of every dollar of
10 creator earnings; (b) Roblox’s deliberate decision to exclude users under 13 from cash conversion while
11 continuing to accept and benefit from their labor; (c) internal proposals to implement fair compensation
12 mechanisms that were affirmatively rejected by management; and (d) senior executive Stefano Corazza’s
13 on-record acknowledgment that the company was aware child labor concerns had been raised, yet made a
14 deliberate choice to continue operations unchanged.

15 302. As a direct and proximate result of Defendant’s violations, Plaintiff and FLSA Collective
16 Members have been deprived of minimum wage and overtime compensation to which they are entitled.

17 303. Pursuant to 29 U.S.C. § 216(b), Plaintiff and FLSA Collective Members are entitled to
18 unpaid minimum wages; unpaid overtime compensation; liquidated damages in an amount equal to unpaid
19 wages; attorneys’ fees and costs, pre- and post-judgment interest; and such other relief as the Court deems
20 just and proper.

21 **COUNT III -**

22 **VIOLATIONS OF CALIFORNIA UNFAIR COMPETITION LAW**

23 **Cal. Bus. & Prof. Code § 17200 et seq.**

24 **(Unlawful Business Practices)**

25 304. Plaintiff restates, re-alleges, and incorporates by reference each and every allegation of the
26 preceding paragraphs of this Complaint as though fully set forth herein.

1 305. California Business and Professions Code Section 17200, also known as California’s Unfair
2 Competition Law (“UCL”), prohibits “any unlawful, unfair or fraudulent business act or practice.”

3 306. The UCL’s unlawful prong borrows violations from other laws and treats them as
4 independently actionable unfair competition.

5 307. As alleged in Counts I and II, Defendant has violated the Fair Labor Standards Act, 29 U.S.C.
6 § 201 et seq., by employing children in violation of federal child labor laws and by failing to pay minimum
7 wage and overtime compensation.

8 308. These violations of federal law constitute unlawful business practices within the meaning of
9 California Business and Professions Code Section 17200.

10 309. Defendant has violated California Labor Code Sections 1285-1312.5 (child labor laws),
11 Sections 1171-1176 (minimum wage), and Sections 500-558 (overtime). Defendant has also violated: (a)
12 Section 5 of the Federal Trade Commission Act, 15 U.S.C. § 45, which prohibits unfair or deceptive acts or
13 practices in or affecting commerce, by making material misrepresentations about earning potential that are
14 deceptive and that caused substantial consumer injury not reasonably avoidable by consumers; and (b) the
15 Children’s Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501 et seq., and its implementing
16 regulations at 16 C.F.R. Part 312 (Apr. 22, 2025), by collecting personal information from children under
17 13 without verifiable parental consent and by using such information to drive engagement and commercial
18 exploitation. Each of these violations constitutes an additional independent predicate unlawful act under the
19 UCL’s unlawful prong.

20 310. Defendant has violated California Education Code Sections 49110-49116 requiring work
21 permits for employed minors. California Education Code Section 49110 requires that any minor who is
22 employed must obtain a permit to work, and any employer of a minor must obtain a permit to employ.
23 Defendant obtained no such permits—for any of its minor creators, developers, or Talent Hub workers—
24 despite having full knowledge, through its account registration system, that these individuals were minors.
25 Defendant also violated California Labor Code Section 1294, which prohibits employment of minors under
26 age 16 in occupations determined to be hazardous or detrimental to their health or morals, and Section 1308,
27 which requires employers to maintain records sufficient to enforce child labor protections. Defendant
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1 maintained no such records for minor creators. Each of these violations constitutes an unlawful business
2 practice under the UCL.

3 311. Plaintiff and Class Members have standing under Cal. Bus. & Prof. Code § 17204 because
4 they suffered injury in fact and lost money or property as a direct and proximate result of Defendant’s
5 conduct.

6 312. The predicate unlawful acts underlying this Count include: the FLSA child labor and wage
7 violations alleged in Counts I and II; the California Labor Code child labor and minimum wage violations
8 alleged herein; the COPPA violations arising from Defendant’s collection and exploitation of children’s
9 data (especially for children under 13 who misreport their age as 13 or older); and the deceptive marketing
10 practices alleged in Count V (UCL fraudulent prong) and Count X (FAL). Each of these independent
11 statutory violations provides a separate and sufficient predicate for UCL liability under the unlawful prong.
12 Plaintiff expressly incorporates those factual allegations and legal theories for purposes of this Count.

13 313. Roblox may contend that Section 230 bars these UCL claims. That argument fails because
14 UCL claims are premised on Roblox’s own unlawful conduct—its platform architecture, economic system
15 design, and failure to comply with labor law—not on its role as a publisher or speaker of third-party content.
16 Section 230(c)(1) immunizes a provider for its role as a “publisher or speaker” of third-party information;
17 it does not immunize a platform for independently unlawful business practices.

18 314. Plaintiff and FLSA Collective Members are entitled to restitution, injunctive relief, attorneys’
19 fees, and such other relief as the Court deems just and proper.

20 **COUNT IV -**

21 **VIOLATIONS OF CALIFORNIA UNFAIR COMPETITION LAW**

22 **Cal. Bus. & Prof. Code § 17200 et seq.**

23 **(Unfair Business Practices)**

24 315. Plaintiff restates, re-alleges, and incorporates by reference each and every allegation of the
25 preceding paragraphs of this Complaint as though fully set forth herein.

26 316. The UCL’s unfair prong prohibits business practices that violate established public policy or
27 are immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers.

1 317. Defendant’s conduct violates public policies protecting children from labor exploitation,
2 including policies embodied in the FLSA, California Labor Code, and compulsory education laws.

3 318. The gravity of harm to millions of children far outweighs any purported utility of
4 Defendant’s conduct. Under California’s balancing test for the unfair prong, courts weigh the utility of the
5 conduct against the gravity of the harm. Here, Defendant’s conduct has no legitimate utility that could
6 justify the harm. The “utility” Defendant invokes—providing children an opportunity to learn coding—is
7 negated by the fact that Roblox Studio skills are expressly non-transferable, games cannot be exported, and
8 Roblox intentionally designed its tools to create lock-in rather than genuine skill development. By contrast,
9 the gravity of harm is enormous: millions of children subjected to uncompensated or undercompensated
10 labor, economic coercion through platform design, exposure to adult predators through the Talent Hub, and
11 lifelong harm documented in victim testimony. To the extent this Court applies the “tethering”
12 requirement—that the unfair prong must be tethered to a constitutional, statutory, or regulatory provision—
13 Defendant’s conduct is tethered to the public policies embodied in: (a) the FLSA’s child labor prohibitions,
14 29 U.S.C. § 212; (b) California Labor Code Sections 1285–1312.5; (c) California Education Code Sections
15 49110–49116; and (d) California’s Compulsory Education Law, Education Code Section 48200 et seq.
16 Defendant’s conduct directly undermines each of these policies by inducing minors to prioritize platform
17 labor over schooling and development.

18 319. Roblox could have eliminated this potential for harm by taking reasonable actions to ensure
19 their safety and by creating procedures to audit DevEx employment relationships to ensure compliance with
20 state and federal child labor law. Roblox failed to take reasonable actions as has violated their duty of care.

21 320. Plaintiff and Class Members are entitled to restitution, injunctive relief, attorneys' fees, and
22 such other relief as the Court deems just and proper.

COUNT V -

VIOLATIONS OF CALIFORNIA UNFAIR COMPETITION LAW

Cal. Bus. & Prof. Code § 17200 et seq.

(Fraudulent Business Practices)

321. Plaintiff restates, re-alleges, and incorporates by reference each and every allegation of the preceding paragraphs of this Complaint as though fully set forth herein.

322. The UCL’s fraudulent prong prohibits business practices “likely to deceive” members of the public. Unlike common law fraud, no intent to defraud is required.

323. Beginning in 2013, Defendant disseminated marketing to children including the slogans “Make Anything. Reach Millions. Earn Serious Cash” and “Build your own games and make tons of money!”¹²⁸ These representations were designed to induce children to perform labor on Roblox. And they worked.

324. These representations were materially false and misleading because: (a) the vast majority of earning developers cannot cash out; (b) children under 13 are barred from cash-out regardless of how much labor they perform; (c) only approximately 1,000 games out of millions earned \$30,000 or more; (d) Defendant pays child laborers only a fraction of the value they create; and (e) Defendant’s own executives have publicly acknowledged awareness that child labor concerns have been raised about its platform.

325. Had Roblox not made these materially false and misleading representations through its channels of communication, Plaintiff and the class would not have been exploited.

326. Plaintiff and Class Members are entitled to restitution, injunctive relief, attorneys' fees, and such other relief as the Court deems just and proper.

¹²⁸ See Cecilia D’Anastasio, *On Roblox, Kids Learn It’s Hard to Earn Money Making Games*, WIRED (Aug. 19, 2021), <https://www.wired.com/story/on-roblox-kids-learn-its-hard-to-earn-money-making-games/>

COUNT VI -

UNJUST ENRICHMENT

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3 327. Plaintiff restates, re-alleges, and incorporates by reference each and every allegation of the
4 preceding paragraphs of this Complaint as though fully set forth herein.

5 328. Unjust enrichment requires: (1) receipt of a benefit, (2) at plaintiff's expense, (3) under
6 circumstances making it unjust to retain without paying.

7 329. Defendant received from Plaintiff and Class Members, inter alia: (a) thousands of hours of
8 uncompensated and undercompensated labor; (b) the work product underlying millions of games created
9 on the platform; (c) billions in revenue; (d) Roblox's 75.5% revenue cut plus 30% transaction fees; (e) the
10 3.57x Robux valuation spread; and (f) a multi-billion-dollar market capitalization built in substantial part
11 on child-created content.

12 330. Defendant's enrichment came at Plaintiff's expense through: (a) thousands of hours of labor
13 for which children received no real-world compensation; (b) no compensation whatsoever (for nearly all
14 child developers) or grossly inadequate compensation (\$0.17-\$0.28 per dollar earned) for the tiny
15 remainder; (c) Plaintiff's payment of upload fees (750 Robux per item), transaction fees (30%), and
16 advertising fees back to Defendant—meaning children paid Roblox for the privilege of having their labor
17 exploited; (d) the difference between fair market revenue share (70–88% on competing platforms like Steam
18 and Epic Games) and Defendant's 24.5% nominal rate; and (e) forfeiture of educational opportunities,
19 childhood experiences, and healthy development displaced by platform labor.

20 331. Retention by Roblox of the benefits conveyed by Plaintiff and Class Members is unjust
21 because: (a) Plaintiff is minors lacking contractual capacity; (b) Defendant deliberately exploited children;
22 (c) retention violates public policy against child labor; (d) gross disparity between value conferred and
23 compensation (nearly all unpaid, others paid \$0.17-\$0.28); and (e) Defendant's conduct was knowing and
24 willful. The measure of restitution is the fair market value of labor performed by Plaintiff and Class
25 Members, as measured by the rates paid by legitimate gaming platforms (Steam's 70% revenue share; Epic
26 Games' 88% revenue share) less any amounts actually paid, plus all fees extracted by Defendant from minor
27 creators. The difference between what Defendant paid (\$0.17-\$0.28 per dollar) and what the market would
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1 pay (70–88 cents per dollar) represents Defendant’s unjust profit from Plaintiff’s labor. Defendant should
2 be required to disgorge all profits attributable to the labor of minor creators, and a constructive trust should
3 be imposed on those profits for the benefit of Plaintiff and the Class.

4 332. Roblox’s unjust enrichment is compounded by the economic value it purported to obtain
5 through child labor violations. Upon publishing any game or content, creators are required to grant Roblox
6 a “worldwide, perpetual, royalty free, and irrevocable” license to use and exploit that content in any
7 medium, including for AI training. Roblox Corp., Terms of Use § 6(c) (2026). Because Roblox obtained
8 these irrevocable licenses through “wrongful act”—systematic violations of federal and California child
9 labor and minimum wage laws—Roblox holds those licenses as an involuntary constructive trustee for the
10 benefit of the child creators. Cal. Civ. Code § 2224 (“[o]ne who gains a thing by... violation of a trust, or
11 other wrongful act, is... an involuntary trustee of the thing gained, for the benefit of the person who would
12 otherwise have had it”); *Communist Party v. 522 Valencia, Inc.*, 35 Cal. App.4th 980, 990 (1995). Because
13 minors cannot lawfully enter binding contracts in most circumstances, any purported agreement by minor
14 creators to grant Roblox perpetual IP rights is also voidable. Cal. Fam. Code § 6710.

15 333. Section 16(b) of the FLSA authorizes “such legal or equitable relief as may be appropriate”
16 to remedy FLSA violations. 29 U.S.C. § 216(b); *Mitchell v. Robert DeMario Jewelry, Inc.*, 361 U.S. 288,
17 291–92 (1960) (district courts have broad equity powers in FLSA cases). Where Roblox’s FLSA violations
18 produced not only unpaid wages but also permanent rights in child-created games, equitable relief in the
19 form of a constructive trust over those rights—or their monetary equivalent—is appropriate to make
20 Plaintiff whole.

21 334. Plaintiff seeks: (a) restitution of all benefits unjustly retained, including the fair market value
22 of labor performed, the difference between fair compensation and actual compensation, all fees extracted,
23 all retained Robux earnings, and imposition of a constructive trust on profits derived from child labor; (b)
24 declaratory relief that Defendant’s practices constitute unjust enrichment; (c) pre- and post-judgment
25 interest; (d) costs and attorneys’ fees; and (e) such other relief as the Court deems just and equitable.
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**COUNT VII -
NEGLIGENCE**

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3 335. Plaintiff restates, re-alleges, and incorporates by reference each and every allegation of the
4 preceding paragraphs of this Complaint as though fully set forth herein.

5 336. Defendant owed a duty of reasonable care to Plaintiff and Class Members. A duty of care
6 arises where a defendant's conduct creates a foreseeable risk of harm to an identifiable class of persons and
7 imposing such a duty is consistent with public policy. As the owner, operator, and designer of a platform
8 marketed specifically to children and known to be used predominantly by children, and as a company that
9 actively monetizes children's creative labor, Defendant owed a duty to exercise reasonable care in the
10 design, operation, and maintenance of the platform to protect foreseeable child users from the harms its
11 conduct would predictably produce.

12 337. This duty arises from: (a) Defendant's status as an operator of a platform specifically
13 marketed to and used predominantly by children; (b) Defendant's superior knowledge of the exploitation
14 occurring on its platform; (c) Defendant's active role in designing, implementing, and maintaining the
15 systems that facilitate child labor exploitation; (d) Defendant's economic relationship with Plaintiff and
16 Class Members as creator-participants in its platform economy; and (e) the foreseeability of harm to minors
17 from the platform's design.

18 338. Defendant breached its duty of care by: (a) designing and operating the Talent Hub without
19 age verification, contracts, or safeguards against exploitative adult-minor work relationships; (b) designing
20 an economic system (Robux valuation, DevEx exclusions, cash-out thresholds) that foreseeably deprived
21 minor creators of fair compensation; (c) failing to implement safeguards that were known, available, and
22 proposed by internal employees; (d) designing platform features that economically coerced minor users into
23 continued uncompensated labor; (e) forcing user communications off-platform to Discord and other
24 unmoderated environments where exploitation could occur without oversight; (f) continuing platform
25 operations despite actual and constructive knowledge that children were being systematically exploited;
26 and (g) affirmatively rejecting safety proposals that could have prevented harm.

1 339. Defendant’s conduct constitutes gross negligence and demonstrates a conscious disregard
2 for the safety, welfare, and legal rights of children within the meaning of California Civil Code Section
3 3294. Roblox’s own Studio Head acknowledged on the record that the platform could be characterized as
4 exploiting child labor. This conscious, deliberate choice to prioritize revenue over children’s welfare
5 constitutes the “oppression,” “fraud,” or “malice” required under Cal. Civ. Code § 3294(a) to support an
6 award of punitive damages. Specifically, Roblox acted with “conscious disregard” of children’s rights—a
7 form of malice under § 3294(c)(1)—by knowingly and repeatedly choosing not to implement legally
8 required child labor protections after being warned by media, researchers, safety advocates, employees, and
9 its own leadership.

10 340. Roblox owes a heightened duty of care to the children who use its platform. Children
11 represent the most vulnerable class of users, and Roblox designed, marketed, and built its entire business
12 around their participation. Where a defendant creates the very conditions of danger and derives economic
13 benefit from those conditions, the duty of care is commensurately heightened. *See* Restatement (Third) of
14 Torts: Phys. & Emot. Harm § 7 cmt. j (2010) (duty of care heightened where defendant's conduct creates
15 foreseeable risk to especially vulnerable persons). Roblox’s knowledge that the overwhelming majority of
16 its users and creators are children triggers this heightened duty.

17 341. Roblox negligently designed its platform to exploit child labor while failing to implement
18 readily available safeguards. Negligent design liability attaches when a defendant's product or service “is
19 designed in such a way as to cause or facilitate the particular risk of harm.” *Lemmon v. Snap, Inc.*, 995 F.3d
20 1085, 1092 (9th Cir. 2021). Roblox affirmatively designed DevEx cashout barriers, virtual currency lock-
21 in, and developer incentive structures that foreseeably resulted in children performing uncompensated labor.
22 Roblox also failed to implement age-appropriate protections, content moderation, or wage-equivalent
23 compensation despite knowing its platform was used as a labor market by and for children.

24 342. Roblox owed a duty to protect child creators from foreseeable third-party exploitation. A
25 defendant who places a vulnerable person in a position of risk owes a duty to protect that person from
26 foreseeable third-party harm. Roblox maintained group hiring features, developer job boards, and team-
27 based creation tools that it knew or should have known were being used to direct the labor of minor creators.

1 Rather than implement protections—such as prohibiting job posts targeting minors, requiring age
2 verification for compensated work arrangements, or monitoring exploitative group structures—Roblox
3 facilitated and profited from those arrangements.

4 343. Roblox not only failed to protect children—it actively facilitated their exploitation and
5 deliberately profited from it. This is not a case of passive inaction. Roblox: (a) actively marketed its platform
6 to children as an income opportunity; (b) designed economic lock-in mechanisms that trapped child-created
7 value inside Roblox’s ecosystem; (c) maintained developer job boards that explicitly permitted hiring
8 minors; (d) structured DevEx cash-out requirements that ensured the overwhelming majority of child
9 creators would never receive real compensation; (e) extracted perpetual intellectual property licenses from
10 games created by child labor; and (f) used data from child-created content to train AI models without
11 compensation. Each of these affirmative acts breached Roblox’s duty to the children it deliberately attracted
12 to its platform.

13 344. Through its DevEx program, Roblox incentivized violations of wage and hour laws and
14 breached its duty of care by failing to supervise and audit its adult DevEx developers use and exploitation
15 of child labor.

16 345. As a direct and proximate result of Roblox’s negligent platform design and breach of its duty
17 of care, Plaintiff and Class Members suffered: (a) economic harm in the form of uncompensated or
18 undercompensated labor; (b) psychological harm from exploitation and loss of creative work; (c)
19 deprivation of intellectual property rights to content they created; and (d) lost educational and
20 developmental opportunities displaced by labor on Roblox’s platform. But for Roblox’s negligent design
21 choices—had Roblox implemented minimum wage equivalents, age verification for monetized work,
22 DevEx access proportional to hours worked, or IP protections for minor creators—Plaintiff and Class
23 Members would not have suffered these harms.

COUNT VIII -

VIOLATIONS OF THE CALIFORNIA FALSE ADVERTISING LAW

Cal. Bus. & Prof. Code § 17500 et seq.

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4 346. Plaintiff restates, re-alleges, and incorporates by reference each and every allegation of the
5 preceding paragraphs of this Complaint as though fully set forth herein.

6 347. California Business and Professions Code Section 17500 prohibits any person from making
7 or disseminating any statement in any advertising medium that is untrue or misleading and which is known,
8 or which by the exercise of reasonable care should be known, to be untrue or misleading.

9 348. Defendant disseminated, and continues to disseminate, advertising in California and
10 nationwide containing material misrepresentations designed to recruit child laborers, including: (a) “Make
11 Anything. Reach Millions. Earn Serious Cash.”; (b) “Build your own games and make tons of money!”;
12 and (c) representations that Roblox creators can achieve meaningful financial rewards from their labor.

13 349. These statements were untrue and misleading because: (a) the vast majority of earning
14 developers cannot convert their Robux to real currency; (b) children under age 13 are permanently barred
15 from cash conversion regardless of how much they earn; (c) only a tiny fraction of experiences generate
16 meaningful income; (d) the platform is designed to prevent compensation, not enable it; (e) Defendant’s
17 own executives have acknowledged awareness that these claims are misleading; and (f) the platform
18 facilitates systematic child labor exploitation while being marketed as “safe” and “educational.”

19 350. Defendant knew, or by the exercise of reasonable care should have known, that these
20 representations were untrue and misleading. Defendant’s senior executives have publicly acknowledged
21 awareness of child labor concerns, and Defendant’s own data establishes that the advertised earning
22 potential is illusory for most creators.

23 351. Plaintiff and Class Members suffered injury in fact and lost money or property as a result of
24 Defendant’s false advertising, including the value of their labor—often hundreds or thousands of hours—
25 invested in platform work in reliance on false earning representations. Plaintiff and Class Members are
26 entitled to restitution of all money acquired by means of Defendant’s false advertising, injunctive relief
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1 prohibiting further false advertising, and such other relief as the Court deems just and proper pursuant to
2 Cal. Bus. & Prof. Code § 17535.

3 **COUNT IX -**

4 **VIOLATIONS OF CALIFORNIA LABOR CODE — CHILD LABOR**

5 **Cal. Lab. Code §§ 1285–1399 and Cal. Educ. Code §§ 49110–49116**

6 352. Plaintiff restates, re-alleges, and incorporates by reference each and every allegation of the
7 preceding paragraphs of this Complaint as though fully set forth herein.

8 353. California Labor Code §§ 1285–1399 independently prohibit the employment of minors in
9 violation of age, hour, and working-condition restrictions. These provisions apply regardless of whether a
10 defendant qualifies as an “employer” under the FLSA and afford Plaintiff an independent state-law cause
11 of action with protections broader than the FLSA. Section 1294 prohibits employment of minors under age
12 16 in occupations determined to be hazardous, and Section 1308 requires employers to maintain records
13 sufficient to enforce child labor protections. Section 1391(a)(2) restricts working hours for minors aged 14
14 and 15 (no more than 3 hours per school day, 8 hours per non-school day, 18 hours per school week), and
15 Section 1391(a)(3) restricts working hours for minors aged 16 and 17 (no more than 4 hours per school day,
16 8 hours per non-school day, 48 hours per week). Defendant violated each of these restrictions, as established
17 by the factual allegations herein.

18 354. California Education Code §§ 49110–49116 require that any minor who is employed must
19 obtain a permit to work, and any employer of a minor must obtain a permit to employ. Defendant obtained
20 no such permits for any minor creator, developer, or Talent Hub worker, despite having actual knowledge
21 through its account registration system that those individuals were minors. The failure to obtain work
22 permits is an independent violation of California law actionable as an unlawful employment practice and
23 as a predicate for UCL liability.

24 355. As a direct and proximate result of Defendant’s violations of California’s child labor laws,
25 Plaintiff and Class Members have suffered injury, including uncompensated or undercompensated labor,
26 exposure to conditions prohibited for minors, loss of educational opportunities, and psychological harm.

1 Plaintiff and Class Members are entitled to all available remedies, including compensatory damages, civil
2 penalties under Cal. Lab. Code § 1299, restitution, injunctive relief, and attorneys’ fees and costs.

3 **COUNT X -**

4 **VIOLATION OF CALIFORNIA LABOR CODE § 212 — PAYMENT IN UNLAWFUL**
5 **CURRENCY (COMPANY SCRIP)**

6 356. Plaintiff restates, re-alleges, and incorporates by reference each and every allegation of the
7 preceding paragraphs of this Complaint as though fully set forth herein.

8 357. California Labor Code § 212 provides that no employer shall pay wages in anything other
9 than lawful money of the United States or in negotiable instruments payable at par on demand in lawful
10 money of the United States. The federal Department of Labor enforces an analogous prohibition: “[S]crip,
11 tokens, credit cards, dope checks, coupons, or similar devices are not proper mediums of payment.” 29
12 C.F.R. § 531.34 (Sept. 28, 1967). California Labor Code § 213 forbids waiver of these protections by
13 agreement.

14 358. Robux constitutes an unlawful medium of wage payment under Cal. Lab. Code § 212.
15 Robux: (a) is not lawful money of the United States; (b) is not a negotiable instrument payable at par on
16 demand; (c) is redeemable only at Defendant’s unilaterally set exchange rate, which is a fraction of the
17 purchase price; (d) can only be spent within Roblox’s closed ecosystem; (e) is forfeited in its entirety by
18 nearly all child creators who cannot meet DevEx cash-out requirements; and (f) is structurally designed to
19 trap value within the platform rather than deliver it to workers. Robux is precisely the type of “scrip” or
20 “coupon” that California and federal law prohibit as a medium of wage payment. Like historical mining-
21 company scrip, Robux can only be spent at the company “store” (the Roblox Marketplace), is convertible
22 to real money only at a steeply discounted rate, and results in the permanent loss of most workers’
23 compensation when they cannot satisfy the cash-out threshold.

24 359. Child creators are “employees” to whom the wage-payment statute applies. The “suffer or
25 permit to work” standard and the economic realities test each independently establish an employment
26 relationship. Additionally, any agreement purporting to waive the protections of Cal. Lab. Code § 212 is
27 void as against public policy. Cal. Lab. Code § 213.

1 360. As a direct and proximate result of Defendant’s violation of Cal. Lab. Code § 212, Plaintiff
2 and Class Members have been deprived of wages in lawful currency. Plaintiff and Class Members are
3 entitled to: (a) payment of all wages in lawful money of the United States, or in the alternative, the fair
4 market dollar equivalent of all Robux earned; (b) civil penalties under Cal. Lab. Code § 1199; (c) restitution
5 under the UCL for all wages improperly paid in unlawful currency; (d) injunctive relief requiring Defendant
6 to pay all future compensation in lawful money; and (e) attorneys’ fees and costs.

7 **PRAYER FOR RELIEF**

8 **WHEREFORE**, Plaintiff, individually and on behalf of all other members of the proposed
9 Nationwide Class and California Subclass, respectfully request that the Court enter judgment in Plaintiff’s
10 favor and against Defendant as follows:

11 A. Declaring, adjudging, and decreeing that this action is a proper class action, and certifying
12 the proposed Class and/or Subclasses pursuant to Federal Rule of Civil Procedure 23, including designating
13 Plaintiff as Class Representatives and appointing Plaintiff’s counsel as Class Counsel; and conditionally
14 certifying the FLSA Collective pursuant to 29 U.S.C. § 216(b) and authorizing notice to all similarly
15 situated workers;

16 B. Entering judgment in favor of Plaintiff and the Classes on each of Plaintiff’s claims;

17 C. Awarding Plaintiff and the Classes appropriate monetary relief, including actual damages;
18 statutory damages; consequential damages; punitive damages; exemplary damages; nominal damages;
19 restitution; disgorgement of all earnings, interest, profits, compensation, and benefits received as a result of
20 their unlawful acts, omissions, and practices; and liquidated damages equal to unpaid wages under 29
21 U.S.C. § 216(b);

22 D. Awarding Plaintiff and the Classes equitable, injunctive, and declaratory relief as may be
23 appropriate to protect the interests of Plaintiff and Class Members, including but not limited to an Order
24 enjoining Defendants from engaging in the wrongful and unlawful conduct complained of herein;

25 E. Imposing a constructive trust requiring Roblox to hold all revenue and profits derived from
26 content created by Plaintiff and Class Members through child labor in trust for the benefit of those creators;
27 ordering disgorgement of all such profits, including revenue derived from AI training on child-created
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1 content; and, in the alternative, ordering transfer or termination of any perpetual IP licenses Roblox obtained
2 through labor law violations, pursuant to Cal. Civ. Code § 2224 and 29 U.S.C. § 216(b);

3 F. Compelling Defendant to pay the costs associated with notification of Class Members about
4 the judgment and administration of claims;

5 G. Awarding Plaintiff and the Classes pre-judgment and post-judgment interest to the
6 maximum extent allowable;

7 H. Awarding Plaintiff and the Classes reasonable attorneys' fees, costs, and expenses; and

8 I. Awarding Plaintiff and the Classes such other favorable relief as allowable under law.

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DEMAND FOR JURY TRIAL

Plaintiff, individually and on behalf of the Class and/or Subclasses, hereby demand a trial by jury of all issues in this Complaint so triable.

Date: May 12, 2026

Respectfully submitted,

/s/ Mazin A. Sbaiti

Mazin A. Sbaiti, Esq. (SBN 275089)

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