



No. *Court File No. VLC-S-S-257024*
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between

D. J., AN INFANT BY HIS LITIGATION GUARDIAN G. J.

PLAINTIFF

and

ROBLOX CORPORATION AND ROBLOX CANADA INC.

DEFENDANTS

Brought under the *Class Proceedings Act*, RSBC 1996, c 50

NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

THE PLAINTIFF'S CLAIM

Part 1: STATEMENT OF FACTS

Overview

1. Addiction is characterized by compulsive behaviour, loss of control, and negative consequences. The effects of addiction can be catastrophic, wreaking havoc on the cognitive, emotional, physical, and social well-being of affected individuals and their families. As such, it is incumbent on companies that design, manufacture, and sell products that have the potential to lead to addiction to warn users of the risks associated with their products and to provide safeguards to mitigate those risks.
2. Video game addiction is a diagnosable mental disorder that has profound negative consequences, especially among children who are still in the critical stages of cognitive, emotional, and social development.
3. “**Roblox**” is an online gaming platform and game creation system that is marketed and sold predominantly to children by the Defendants Roblox Corporation and Roblox Canada Inc. (the “**Defendants**”). Roblox is designed and operates with structural features and gameplay mechanics that are recognized to be addictive, manipulative, and financially exploitative. In designing and offering Roblox to the public, including children, the Defendants fail to incorporate adequate safeguards and/or warnings to users to mitigate the risk of harm, including addiction.
4. Through this action, the Plaintiff seeks to hold the Defendants accountable for their negligence, intentional infliction of mental suffering, breaches of the *Business Practices and Consumer Protection Act*, SBC 2004, c 2 (the “**BPCPA**”), *Infants Act*, RSBC 1996, c 223 (the “**Infants Act**”), and related extra-provincial consumer protection legislation, and/or in unjust enrichment, in relation to their design, manufacturing, marketing, and sale of Roblox in Canada.

The Plaintiff and Class Members

5. The Plaintiff, D.J., was born in 2013 and resides in Kamloops, British Columbia. The Plaintiff created a Roblox account and started playing Roblox when they were

approximately five or six years old. Since then, the Plaintiff has played Roblox for approximately two hours per day and has spent approximately \$300 to \$500 purchasing the virtual currency “**Robux**” in-game. The Plaintiff plays Roblox on iPad, PC, PlayStation 5, and Meta Quest for personal purposes.

6. The Plaintiff has exhibited signs of addiction to Roblox since shortly after they began playing the game. The Plaintiff’s symptoms include but are not limited to: anxiety; depression; irritability and mood swings; impaired concentration and memory; emotional instability; anti-social behavior; loss of interest in other activities; fatigue and low energy; inappropriate behavior and language; and decreased social skills.

7. The Plaintiff brings this action through their father and litigation guardian, G.J., on their own behalf and on behalf of all persons in Canada who belong to one or more of the following subclasses:

- a) All individuals who claim to have become addicted to Roblox (the “**Addiction Subclass**” and “**Addiction Subclass Members**”),
- b) All individuals who played Roblox for personal purposes and claim to have become addicted to Roblox (the “**Addiction (Consumer) Subclass**” and the “**Addiction (Consumer) Subclass Members**”); and
- c) All persons who, while under the age of majority, purchased Robux and/or paid to join Roblox Premium (the “**Minor Purchaser Subclass**” and the “**Minor Purchaser Subclass Members**”),

from the date on which Roblox was first made available to Canadians until the date that this action is certified as a class proceeding (the “**Class**”, “**Class Members**”, and “**Class Period**”).

The Defendants

8. The Defendant, Roblox Corporation, is a company incorporated pursuant to the laws of the State of Delaware with an address for service at 3500 S Dupont Hwy., Dover,

Kent, Delaware, 19901. Roblox Corporation is publicly traded on the New York Stock Exchange.

9. The Defendant, Roblox Canada Inc., is a company incorporated pursuant to the laws of British Columbia with an address for service at 1212 – 1175 Douglas Street, Victoria, British Columbia.

10. The Defendants carry on business in Canada (including British Columbia) by making Roblox available and marketing Roblox to Canadians (including British Columbians).

Roblox – An Online Gaming Platform

11. Roblox is an online platform released in September 2006. It is available worldwide and supports iOS, Android, PC, Mac, Xbox, PlayStation, and virtual reality hardware, including Meta Quest. Roblox is free to download and to play, making it easily accessible to all users, including children.

12. Roblox is a metaverse-like platform; it is an immersive 3D virtual space where users can create, share, and interact with a vast array of user-generated content (“**UGC**”). In contrast to “traditional” games, most “**experiences**” (i.e. games) hosted on Roblox platform are not directly produced by the Defendants. Rather, the Defendants design, maintain, and market game development tools, services, and resources whereby users can easily build and publish UGC, including experiences and virtual items, and make them available for consumption by other users on Roblox.

13. The popularity of Roblox has grown exponentially, especially among children and teenagers. As of December 31, 2024, the Defendants reported over 80 million daily active users and 73.5 billion hours of user engagement on the platform. Fifty-six percent of users are under the age of 16 – with 20% under the age of 9, and 20% between the ages of 9 to 12. Thus, as of December 31, 2024, on any given day, approximately 16 million children under the age of nine access Roblox. The Defendants acknowledge that children are a core demographic on their platform, and, by design, market Roblox as a family-friendly, creative environment for children that provides age-appropriate content.

14. To access Roblox, individuals must create a Roblox account. The Defendants employ a simplified account creation process that lacks effective age verification methods. Account creation consists of providing a username, password, and self-declaring your age by entering your birthdate. The Defendants do not require parental consent to create a Roblox account.

15. Upon account creation, each user is assigned a default Roblox avatar – a cartoon-like character that represents the user throughout the virtual platform. Users can customize and upgrade their avatar with virtual items, including clothing, accessories, and animations. The Defendants actively encourage the modification and personalization of a user's avatar, promoting and marketing self-expression through digital identity.

16. The Defendants maintain and control the virtual currency Robux. There are multiple avenues by which users can obtain Robux, including: (1) purchasing Robux with real currency; (2) receiving a recurring stipend of Robux through a paid monthly Roblox Premium membership; (3) creating and selling digital content such as virtual items; and (4) monetizing experiences via in-game purchases, immersive ads, and engagement-based payouts.

17. The expenditure of Robux is essential for personalizing the user's experience and accessing premium content. Robux is primarily used for: (1) avatar customization; (2) in-game purchases, including accessing special items, abilities, and game passes; and (3) entry or access to exclusive content within certain experiences. Hosting 3.7 billion virtual transactions in 2023 alone, the Defendants claim that the Roblox virtual economy is as large as the Gross Domestic Product of some countries.

18. The Defendants' free-to-use business model generated revenue of over \$3.5 billion in 2024. The Defendants' financial success is dependent upon UGC and facilitated through several interconnected revenue streams. The primary source of revenue is derived from Robux transactions, where a portion of every Robux transaction is retained by the Defendants. Robux can only be purchased from the Defendants who set the purchase and sale price of Robux.

Roblox – Harmful Design

19. Roblox is the Defendants' underlying technology and infrastructure that supports and enables UGC creation and the ability for users to interact with UGC. The Defendants design, maintain, and market a comprehensive set of low-barrier design tools, services, and resources that enable users to easily build, publish, analyze, grow, and monetize UGC in Roblox.

20. **"Roblox Studio"** is the free toolset that allows users to build and publish UGC. UGC is then made available for consumption through the **"Roblox Client"**, a free application that allows users to interact with virtual content.

21. The Defendants incentivize content creation through a revenue-sharing economic model, where content creators can generate earnings by implementing a variety of monetization mechanics designed, maintained, and supplied by the Defendants. The Defendants handle infrastructure hosting, storage, customer support, localization, payment processing, moderation, and platform costs, thereby minimizing a creator's risk and upfront cost when developing and publishing content. Moreover, the Defendants maintain and supply creators with an integrated analytics system designed to monitor and optimize key performance indicators ("**KPIs**") of UGC, including monetization systems.

22. The Defendants intentionally design and actively maintain Roblox, including the associated policies, tools, services, and revenue-sharing model, for the purpose of maximizing the revenue generated from Roblox.

23. The **"Harmful Design Elements"** found throughout Roblox and made prevalent by the intentional conduct of the Defendants include but are not limited to:

- a) **"Ubiquitous Microtransaction Design"** – The Defendants design, maintain, and market microtransaction mechanisms, including gambling-like mechanisms, and supply the tools, services, and resources necessary for their implementation. Moreover, the Defendants encourage and incentivize creators to implement the Defendants' microtransaction mechanisms. Due to the Defendants' conduct, the majority of experiences incorporate a variety of

microtransaction mechanisms such as subscriptions, passes, and developer products, thereby fostering exploitative in-game purchasing practices. Roblox does not simply allow microtransactions; it actively equips and incentivizes game creators with tools and monetization systems designed to drive increased spending by users. This includes tracking spending behavior, adjusting prices to increase sales, and tailoring costs to different regions.

- b) **“Reward Features”** – Reward features are used to extend a user’s gameplay duration and encourage retention and engagement by rewarding metrics such as play session time, progress, and daily logins. The Defendants provide fully functional reward features that can be implemented within an experience as simply as ‘drag and drop’. For example, the Defendants’ engagement rewards feature package offers in-experience rewards for certain player activities, including daily login streaks and play session time. The Defendants’ feature packages include functional back-end code, default user interface components, built-in game design and user interface best practices, and funnel analytics and insights.
- c) **“Continued Stimulation”** – As of December 31, 2024, the Defendants report hosting approximately 6 million active experiences. The Defendants curate these experiences for individual users to encourage ongoing platform engagement and spending. Within each experience, users are exposed to a range of dynamic content designed to sustain interest and prevent fatigue, such as new gameplay modes, inventory items, and social features.
- d) **“Identity Features”** – Every Roblox user is represented by a customizable avatar. The Defendants design, maintain, and market the tools, services, and resources used to create and sell purchasable avatar items. They encourage users to buy these items by fostering a culture of avatar customization and personalization. This strategy has proven highly effective, as evidenced by the fact that in the first three quarters of 2023, users purchased nearly 1.6 billion digital fashion items and accessories. The Defendants also rely on tactics such as social pressure, the sunk cost fallacy, and artificial scarcity to

drive sales of avatar items. As the Defendants tell creators, “[u]sers spend a lot of time and money on their avatars and typically want them to be seen by their friends and other users.”

- e) **“Social Features”** – Roblox is a social platform that incorporates various socialization features to drive platform engagement. These social features leverage a variety of psychological principles, including the “fear of missing out” and social pressure to continually draw users onto the platform. The monetization documentation that the Defendants provide to creators includes a section on social features that states: “having items or events that are only available for a **limited** time can create excitement around that content” [emphasis included in original]. Additionally, the Defendants’ documentation regarding engagement metrics recommends “removing unnecessary barriers to social interaction.”
- f) **“Control and Narrative Features”** – Many activities on Roblox encourage continued immersion, stimulation, and higher engagement. These features can be especially alluring to children, which the Defendants recognize and advise creators to exploit, stating: “[y]ounger audiences tend to be more interested in exploration, experimentation, and socializing [...] Younger users are often less sensitive to visual fidelity and more likely to stick around if they’re having a good time, regardless of how your experience looks.”
- g) **“Variable Rate Reinforcement”** – In-experience rewards can be given after a random number of actions, which maximizes engagement and retention by exploiting operant conditioning methods. Such mechanisms have been shown to lead to addictive behaviour. The Defendants permit the use of variable rate reinforcement systems, including gambling mechanisms.
- h) **“Algorithms”** – The Defendants employ several patented programming algorithms, including artificial intelligence algorithms, designed to prolong gameplay and encourage microtransactions both within individual experiences and across the broader platform. Among these tools are their proprietary **“Search and Discovery”** algorithms, which, as the Defendants

advise creators, “advance personalization and drive engagement and spending.” These Algorithms function by manipulating personalization features based on a user’s behavioural data. For example, the Defendants track and analyze user gameplay habits, chat activity, and physiological responses to predict what will sustain engagement, then dynamically tailor the content shown or the notifications delivered to each individual user to maximize user retention and spending.

- i) **“Manipulative Marketing Content”** – The Defendants extend marketing opportunities to companies, including branded experiences and sponsored digital content that is then integrated across Roblox. As of December 31, 2024, there were 5.56 billion visits to branded experiences. Branded experiences exploit a child’s ability to distinguish organic content from marketing content, where undisclosed advertisements are disguised as games.

The Defendants’ Design Tools and APIs

24. The Harmful Design Elements are the foreseeable and intended outcomes of how the Defendants have built, structured, and promoted the Roblox ecosystem. The Defendants have deliberately created a technical and economic environment that enables, encourages, and financially rewards the implementation of these manipulative systems by creators. The Harmful Design Elements are embedded across Roblox through tools, templates, and economic incentives designed, controlled, and maintained by the Defendants. These include:

- (a) microtransactions and purchase prompts;
- (b) pre-built systems that automate addictive game design;
- (c) chance-based merchandising;
- (d) financial incentives to maximize user retention;
- (e) creator tools for behaviour tracking and optimization; and

- (f) marketplace design and manipulative monetization.

(a) *Microtransactions and Purchase Prompts*

25. The ease and immediacy of digital purchase prompts within Roblox experiences cause impulsive spending behaviours and an increased risk of addiction, particularly among children. In-game purchases manipulate user engagement by leveraging well-known psychological vulnerabilities such as reward anticipation and variable reinforcement. These mechanisms influence how frequently and for how long users stay active on Roblox, while also deepening their emotional and financial investment in the game environment.

26. Specifically, in-game purchases:

- (a) Increase user retention by increasing gameplay duration, gameplay frequency, and the likelihood of future purchases;
- (b) Encourage increased gameplay duration by promoting personalization;
- (c) Increase a user's motivation to unlock new content or rewards;
- (d) Allow for social and status appeal, motivating users to increase engagement to obtain and showcase these items; and
- (e) Create a positive feedback loop that sustains long-term engagement.

27. In their advice to creators, the Defendants recognize and advocate for these interactions, stating: "keeping users engaged with your experience over time can lead to more opportunities for monetization, as well as increased loyalty and interest in making purchases."

28. The Defendants design, maintain, market and encourage in-game purchase prompts. Specifically, digital purchase options are built into Roblox Studio and managed through the "**Creator Hub**", a web-based platform provided by the Defendants to creators that supplies the tools, resources, and analytics necessary to manage, grow, and monetize content. In the Creator Hub, the Defendants provide recommendations and

implementation instructions, such as “[m]onetization is an integral part of your experience’s initial and ongoing development.” Due to the Defendants’ intentional conduct, in-experience purchase prompts are easy to implement, track, and optimize, thereby exposing users to ubiquitous microtransaction prompts.

(b) Pre-Built Systems That Automate Addictive Game Design

29. In the Creator Hub, the Defendants describe feature packages as “fully functional, customizable features that you can drag and drop directly into your experience.” The Defendants design, maintain, and market the following feature packages:

- (a) **Bundles** – to sell collections of items to users at a discount;
- (b) **Missions** – to create missions that users can complete to achieve in-experience rewards and progress;
- (c) **Season passes** – to create limited-time, quest-based progression systems; and
- (d) **Engagement rewards** – to offer in-experience rewards for certain player activities, such as daily logins, login streaks, and time played.

30. The Defendants designed these feature packages to keep users playing longer, logging in more frequently, and spending more money. By incorporating tactics such as instant gratification, unpredictable reward schedules, and fear of missing out, the Defendants’ packages automate addictive design patterns that condition compulsive engagement and encourage continuous spending.

(c) Chance-Based Merchandising

31. Within the Creator Hub, the Defendants provide guidance to creators on monetization strategies, including a section titled “Monetize Your Experience”. In this section, the Defendants endorse the use of chance-based systems as a common merchandising approach. They outline three specific variations of such systems:

- (a) **Chance wheel** – “Each possible item is shown on the wheel, and players buy spin tokens”;
- (b) **Machine style** – “Each possible item is contained within a capsule, and players purchase the ability to pull a lever and get one of the possible listed rewards”; and
- (c) **Mystery box** – “Each possible item is given a percentage chance of being acquired based on rarity, and players purchase the ability to open the box and see what’s inside”.

32. These chance-based merchandising systems are functionally equivalent to gambling in that they exploit psychological vulnerabilities by leveraging randomized reward structures. As a result, certain jurisdictions have imposed restrictions on user access to such content. Nevertheless, the Defendants continue to promote and make these systems available to creators, encouraging their use.

(d) Financial Incentives to Maximize User Retention

33. “**Roblox Premium**” is a monthly subscription service offered by Roblox that provides users with various benefits not available to non-Premium users, such as a monthly allowance of Robux, access to exclusive items, and other in-game perks.

34. Engagement-based payouts reward content creators based on how much time Roblox Premium subscribers spend in their experiences, creating a financial incentive to use Harmful Design Elements that increase user retention and gameplay time. This system also benefits the Defendants by encouraging creators to drive Roblox Premium subscriptions. To support this, the Defendants provide a Premium Purchase Modal that allows users to purchase Roblox Premium without leaving the experience.

(e) Creator Tools for Behaviour Tracking and Optimization

35. The Defendants collect, store, and provide creators with the data required to optimize monetization and user engagement/retention strategies. The analytics dashboard reports KPIs in the following areas: retention, engagement, acquisition,

demographics, and monetization. The Defendants provide written guidance to creators to improve performance in each key area. The Defendants collect, store, and provide creators with KPIs to maximize the profitability of Roblox using Harmful Design Elements.

36. Price optimization and regional pricing are additional strategies that the Defendants employ to enhance the effectiveness of the Harmful Design Elements. The Defendants design, maintain, and market a price optimization script that identifies the most effective price point for in-experience purchase options. Likewise, their regional pricing script adjusts prices based on a variety of factors, including a region's purchasing power, currency exchange rates, local spending behaviour, and tracked user data such as VPN usage, billing history, and account activity. Both price optimization and regional pricing are intentionally designed to increase the likelihood of eliciting a positive user response to purchase prompts, thereby driving revenue through behavioural targeting.

(f) Marketplace Design and Manipulative Monetization

37. The Defendants operate the “**Roblox Marketplace**”, the in-platform store where users can purchase cosmetic and functional items for their avatar. The Defendants design, market, and operate the Roblox Marketplace, along with the associated tools, services, resources, and infrastructure that enable content creators to design, publish, sell, and promote virtual items. In 2024, users purchased approximately 1.8 billion avatar items, making the Roblox Marketplace one of the Defendants' primary sources of revenue.

38. The Defendants actively market the Roblox Marketplace in ways that encourage user participation, emphasizing the importance of digital self-expression. According to the Defendants, they are “expanding Marketplace to be more personal and to foster more self-expression.” The Defendants retain approximately 70% of the revenue from every transaction that occurs on the Roblox Marketplace.

39. The Defendants exert substantial control over the publish-to-marketplace system. For example, the Defendants establish and enforce dynamic pricing mechanisms by setting both the price floors and ceilings for virtual items, allowing item prices to fluctuate based on supply and demand. This system ensures that the value of the virtual items

remains fluid and subject to market-driven volatility, all under the Defendants' direction and control.

40. In or around April 2023, the Defendants introduced a category of virtual items called "Limiteds", which allow creators to specify the quantity of the item available for sale. Once the allotted units are sold, the items can only be acquired through secondary market transactions. The Defendants designed the Limiteds system to exploit scarcity-driven consumer psychology, explicitly stating that "consumers will spend even more on exclusive items."

41. The Roblox Marketplace functions akin to a speculative trading platform, where users – who are predominantly minors – purchase items with the hope of reselling them at a higher value. The Defendants promote this speculative behaviour, stating that "most Limiteds [are] reselling for more than their original cost." In practice, however, most users incur losses, and many virtual items depreciate significantly or become entirely worthless.

42. The Defendants employ artificial intelligence algorithms to personalize the Roblox Marketplace experience, targeting users with virtual items selected to maximize purchasing behaviour. For example, these recommendations may reflect what is trending among a user's social network or be based on prior behavioural tracking, thereby leveraging social dynamics and behavioural profiling to influence spending.

43. The Defendants also offer a "UGC Homestore" template that enables creators to easily sell all their digital content within a single experience. Once integrated, the creator's entire catalogue is automatically displayed in the template storefront. This feature increases user exposure to virtual items even when they are not directly browsing the Roblox Marketplace.

44. The Defendants employ psychologically manipulative tactics to drive virtual item sales in the Roblox Marketplace. These include manufactured scarcity, urgency tactics tied to limited availability, promotion of a constant influx of new content, and integration of real-world commercial brands. Additionally, the Defendants obscure the actual cost of items by requiring users to transact through Robux with a convoluted exchange rate.

These strategies are designed to stimulate virtual spending among the Defendants' predominant user base of minors who often lack the financial, cognitive, and emotional maturity to understand the risks associated with such transactions.

The Defendants' Inadequate Governance and Failure to Disclose the Harmful Design Elements

45. The Entertainment Software Rating Board rates Roblox as "T for Teen", suitable for users aged 13 and older, with content descriptors for "Diverse Content: Discretion Advised" and "Interactive Elements." Nevertheless, approximately 40% of Roblox users are under the age of 13, and a significant portion of UGC is designed to be experienced by children. Despite this demographic reality, the Defendants fail to adequately disclose to users the presence of Harmful Design Elements or the associated risks.

Content Maturity Labels

46. The Defendants use Content Maturity Labels – Minimal, Mild, Moderate, and Restricted – to indicate the maturity level suitable for each experience. Users who assert that they are under the age of nine are automatically restricted from accessing content labelled "Moderate" or "Restricted".

47. These labels are based on the presence of gameplay elements such as violence or crude humor, but do not flag the presence of Harmful Design Elements. As a result, users (and their caregivers) cannot make informed decisions about their interaction with and exposure to Harmful Design Elements.

Ineffective Age Assurance

48. The Defendants know that children may misrepresent their age during the account creation process. Despite this, they do not utilize an adequate age verification system. Instead, the Defendants rely solely on users' self-reported dates of birth. The Defendants' regulatory mechanisms – such as content restrictions and parental controls – engage only if the user represents that they are under 13. Because there is no mechanism to verify age, children can easily bypass these protections, rendering the Defendants' regulatory measures ineffective.

49. While a more robust age verification system is available to the Defendants – requiring government ID and a selfie – it remains optional.

Limited Parental Controls

50. In or around November 2024, the Defendants updated their parental controls, including introducing new content labels, stricter restrictions for under-13 users, screen time tools, and spending limits. Before these updates, all users could access nearly all content, and parents or caregivers had no in-game tools to monitor or limit screen time and spending.

51. However, the updated parental controls are only effective if:

- (a) the child user correctly self-declares their age;
- (b) the parent or caregiver knows about the available parental controls;
- (c) the parent provides an ID or credit card; and
- (d) parental controls are actively enabled (as they are not enabled by default).

52. The Defendants' parental controls are ineffective at insulating children under the age of 13 from exposure to Harmful Design Elements. Furthermore, these controls do not extend to children aged 13 or older and were not implemented until approximately November 2024. Before that time, children under 13 had unrestricted access to Roblox, leaving them fully exposed to Harmful Design Elements.

Roblox's Harmful Design Elements Cause Users to Become Addicted to Roblox

53. As a result of the Defendants' design, maintenance, and promotion of the Harmful Design Elements throughout Roblox, many Roblox users have developed an addiction to the platform. This addiction can take the form of a diagnosed psychiatric disorder.

54. For example, the World Health Organization added "gaming disorder" to the International Classification of Diseases (ICD-11) in June 2018. The World Health Assembly approved this addition in May 2019. According to the World Health

Organization, a gaming disorder diagnosis requires “the behaviour pattern [to] be severe enough that it results in significant impairment to a person's functioning in personal, family, social, educational, occupational or other important areas, and would normally have been evident for at least 12 months.”

55. In addition, “internet gaming disorder” (“**IGD**”) was included in the DSM-5 in 2013, and more recently in the DSM-5-TR, as a condition requiring further research. A clinical diagnosis of IGD requires five or more of the following criteria to be present:

- (1) preoccupation with online/offline gaming (i.e., preoccupation);
- (2) experience of unpleasant symptoms when gaming is taken away (i.e., withdrawal);
- (3) the need to spend increasing amounts of time engaged in games (i.e., tolerance);
- (4) unsuccessful attempts to control participation in games (i.e., loss of control);
- (5) loss of interest in previous hobbies and entertainment as a result of, and with the exception of games (i.e., give up other activities);
- (6) continued excessive use of games despite knowledge of psychosocial problems (i.e., continuation);
- (7) deceiving family members, therapists, or others regarding the amount of gaming (i.e., deception);
- (8) use of games to escape or relieve negative moods (i.e., escape); and
- (9) jeopardizing or losing a significant relationship, job, or education or career opportunity because of participation in games (i.e. negative consequences).

56. Individuals who develop an addiction to online gaming can develop a variety of cognitive, emotional, physical, and/or social symptoms, including but not limited to:

- (a) anxiety;
- (b) depression;

- (c) irritability and mood swings;
- (d) impaired concentration and memory;
- (e) emotional instability;
- (f) anti-social behaviour, decreased social skills and social isolation;
- (g) sleep disturbances and insomnia;
- (h) loss of interest in other activities;
- (i) eye strain and other vision problems;
- (j) fatigue and low energy;
- (k) weight changes (obesity or malnutrition);
- (l) poor posture;
- (m) neck pain;
- (n) back pain;
- (o) carpal tunnel syndrome and other repetitive strain injuries
- (p) neglect of responsibilities;
- (q) conflict with family and friends;
- (r) inappropriate behavior and language;
- (s) lowered self-esteem;
- (t) academic and/or work declines; and/or
- (u) financial problems.

57. Minors are especially susceptible to Harmful Design Elements and, as a result, are at a higher risk of developing addictive gaming behaviours. Minors have neither the cognitive tools necessary to recognize the Harmful Design Elements, nor self-control systems that are sufficiently developed to moderate their gameplay and combat against the Harmful Design Elements.

58. Neurological consequences of adolescent gaming exposure include, but are not limited to:

- (a) dysregulation of the dopamine pathways implicated in the regulation of cognitive functions, including emotion, motivation, reward and addictive behaviours;
- (b) structural and biochemical changes in the reward and impulse control regions of the brain resulting in loss of control and inhibition; and
- (c) reduction in white matter density and grey matter volume leading to impaired cognitive function, weakened emotional regulation, reduced attention and focus, increased risk of addiction and social and behavioural issues.

The Defendants Knew or Ought to Have Known that Users Could Become Addicted to Roblox

59. The Defendants knew or ought to have known that: (1) the Harmful Design Elements have an addictive effect on Roblox's users by, *inter alia*, manipulating psychological reward systems to encourage prolonged and compulsive gameplay; (2) minors are especially susceptible to becoming addicted to Roblox as a result of the Harmful Design Elements; and (3) prolonged exposure to Harmful Design Elements can cause significant cognitive, physical, social, and emotional harm. The Defendants capitalized on the Harmful Design Elements in their pursuit of profits

60. The Defendants utilized the Harmful Design Elements to such success that, in the face of community concern and negative press, in or around November 2024 the Defendants released new safety measures for users under the age of 13 and provided

parents of those users with greater control over their child's game account, including the ability to monitor and control the child's screen time, usage, and spending.

61. Despite the recent implementation of protective measures, Roblox remains fundamentally designed to prioritize player engagement and monetization without regard to user safety. Its core design elements actively exploit psychological vulnerabilities to drive continued usage, presenting a serious risk of harm to users, and especially minors. The Defendants continue to downplay and dismiss the significant risk of harm that Roblox poses, while knowing that abuse, addiction, and compulsive use can lead to injury.

The Defendants' Misconduct

62. At all material times, the Defendants designed, developed, manufactured, marketed, sold, distributed, published, and/or placed Roblox into the stream of commerce.

63. At all material times, it was reasonably foreseeable to the Defendants that the Plaintiff and Class Members would play Roblox.

64. At all material times, Roblox contained some or all of the Harmful Design Elements.

65. At all material times, the Defendants could have designed Roblox in a way that eliminated or significantly reduced the likelihood of users becoming addicted to Roblox, namely by designing the platform without some or all of the Harmful Design Elements and with sufficient age assurance and parental controls (the "**Alternative Game Design**"). The Alternative Game Design was a safer and more economically feasible alternative to Roblox.

66. Instead, at all material times, the Defendants designed Roblox with the core goal of maximizing user engagement, play duration, and in-game expenditure. The Defendants did so without taking adequate steps to limit the impact on users arising from the Harmful Design Elements.

67. At all material times, the Defendants omitted to represent, or warn, that:

- (a) Roblox contained some or all of the Harmful Design Elements;
- (b) users could develop addictions to Roblox due to, *inter alia*, the Harmful Design Elements; and
- (c) users who became addicted to Roblox would experience negative side effects from their addiction,

all of which the Defendants knew or ought to have known to be the case.

68. Further or in the alternative, the Defendants failed to address the risk posed by Roblox upon discovering that users could develop addictions to Roblox and/or that users who became addicted to Roblox would experience negative side effects from their addiction.

69. Further or in the alternative, the Defendants intentionally designed Roblox with the Harmful Design Elements to make users, and in particular children, addicted to Roblox. This conduct was intended to maximize users' retention, gameplay duration, and financial expenditure to optimize the Defendants' profits, and by extension cause harm to Roblox's users.

70. The Plaintiff and Addiction Subclass Members developed an addiction to Roblox.

71. The Plaintiff has sent a letter to the Defendants advising therein that Addiction (Consumer) Subclass Members in Alberta, Ontario, Prince Edward Island, and New Brunswick seek damages and/or punitive damages pursuant to the *Consumer Protection Act*, RSA 2000, c C-26.3 (the "**Alberta CPA**"), the *Consumer Protection Act* (2002), SO 2002, c 30, Sched. A (the "**Ontario CPA**"), the *Business Practices Act*, RSPEI 1988, c B-7 (the "**PEI BPA**"), and the *Consumer Protection Act*, SNB 2024 c 1 (the "**New Brunswick CPA**"), respectively, due to the Defendants' misconduct particularized herein. This notice was sent on behalf of Addiction (Consumer) Subclass Members in Alberta, Ontario, Prince Edward Island, and New Brunswick. In the alternative, the notice requirements in the *Alberta CPA*, *Ontario CPA*, *PEI BPA*, and *New Brunswick CPA* are fulfilled by the service of this Notice of Civil Claim on the Defendants. In the further alternative, the

interests of justice warrant dispensing of the notice requirement for Addiction (Consumer) Subclass Members in Ontario pursuant to section 18(15) of the *Ontario CPA*.

Harm to the Plaintiff and Class Members

72. As a result of the Defendants' negligent design, failure to warn, negligent infliction of mental suffering, and/or intentional infliction of mental suffering, the Plaintiff and Addiction Subclass Members have suffered loss and/or damage as a result of developing an addiction to Roblox.

73. As a result of the Defendants' breach of the *BPCPA* and related extra-provincial consumer protection legislation, the Addiction (Consumer) Subclass Members have suffered loss and/or damage as a result of developing an addiction to Roblox.

74. The Defendants entered into contracts with the Plaintiff and Minor Purchaser Subclass Members for the sale and supply of Robux and Roblox Premium. The Defendants have been enriched by the receipt of some of the purchase price paid by the Plaintiff and Minor Purchaser Subclass Members and received by the Defendants, directly or indirectly, for Robux and Roblox Premium. The Plaintiff and Minor Purchaser Subclass Members have suffered a corresponding deprivation of these same amounts.

Part 2: RELIEF SOUGHT

75. The Plaintiff claims, on their own behalf and on behalf of the Class Members:

- (a) an order certifying this action as a class proceeding and appointing them as representative Plaintiff under the *Class Proceedings Act*, RSBC 1996, c 50 (the "***Class Proceedings Act***");
- (b) general and special damages;
- (c) past and future damages "in trust" for services provided by family members of Addiction Subclass Members;

- (d) recovery of health care costs pursuant to the *Health Care Cost Recovery Act*, SBC 2008, c 27 (the “**HCCRA**”), and analogous legislation in other provinces and territories throughout Canada;
- (e) damages pursuant to section 2 of the *Family Compensation Act*, RSBC 1996, c 126 (the “**Family Compensation Act**”), and analogous legislation in other provinces and territories throughout Canada;
- (f) a declaration under section 172(1)(a) of the *BPCPA* that the Defendants have breached subsections 5(1) of the *BPCPA*;
- (g) an injunction under section 172(1)(b) of the *BPCPA* to restrain further breaches of the *BPCPA* in the Defendants’ design and marketing of Roblox in Canada;
- (h) damages under section 171 of the *BPCPA*;
- (i) relief for contraventions of extra-provincial consumer protection legislation, as follows (collectively with the *BPCPA*, the “**Consumer Protection Legislation**”):
 - i. damages and punitive damages pursuant to subsections 7(1), 7(3), 7.2(1), 13(2), and/or 142.1(2) of the *Alberta CPA*;
 - ii. damages and punitive damages pursuant to subsection 93(1) of *The Consumer Protection and Business Practices Act*, SS 2014, c C-30.2 (the “**Saskatchewan CPBPA**”);
 - iii. damages and punitive damages pursuant to subsections 23(2) and/or 23(4) of *The Business Practices Act*, CCSM, c B120 (the “**Manitoba BPA**”);
 - iv. damages and punitive damages pursuant to subsections 18(1), 18(2), and/or 18(11) of the *Ontario CPA*;

- v. damages and punitive damages pursuant to subsection 4(1) and/or 4(2) of the *PEI BPA*;
- vi. damages and punitive damages pursuant to section 10 of the *Consumer Protection and Business Practices Act*, SNL 2009, c C-31.1 (the “**Newfoundland CPBPA**”); and
- vii. damages and punitive damages pursuant to subsections 14(2), 16(3)(b), and/or 16(3)(c) of the *New Brunswick CPA*,
- (j) a declaration that the contracts between the Minor Purchaser Subclass Members and the Defendants for Robux and Roblox Premium are unenforceable under subsection 19(1) of the *Infants Act* and analogous legislation in other provinces and territories throughout Canada;
- (k) an order that the Defendants account for and make restitution to the Plaintiff and Minor Purchaser Subclass Members in an amount equal to the amount of money that they paid for Roblox Premium and Robux while they were under the age of majority;
- (l) a declaration that the Defendants have been unjustly enriched by receipt of some, or all, of the purchase price paid by the Plaintiff and Minor Purchaser Subclass Members and received by the Defendants, directly or indirectly, for Robux or Roblox Premium;
- (m) an order that the Defendants account for and make restitution to the Plaintiff and Minor Purchaser Subclass Members in an amount equal to the amount by which the Defendants are found to have been unjustly enriched;
- (n) punitive damages;
- (o) pre-judgement and post-judgement interest under the *Court Order Interest Act*, RSBC 1996, c 79 (the “**Court Order Interest Act**”); and
- (p) such further and other relief as this Honourable Court may deem just.

Part 3: LEGAL BASIS

76. The Plaintiff and Class Members plead and rely on the *Class Proceedings Act*, the *Negligence Act*, RSBC 1996, c 333, the *HCCRA*, the *Family Compensation Act*, the Consumer Protection Legislation, the *Age of Majority Act*, RSBC 1996, c 7 (the “**Age of Majority Act**”), the *Infants Act*, the *Limitation Act*, SBC 2012, c 13, the *Limitation Act*, RSBC 1996, c 266, the *Court Order Interest Act*, the *Court Jurisdiction and Proceedings Transfer Act*, SBC 2003, c 28 (the “**Court Jurisdiction and Proceedings Transfer Act**”), the Supreme Court Civil Rules, BC Reg 168/2009, and related intra- and extra-provincial enactments.

Negligence – Negligent Design

77. At all material times, the Defendants, owed a duty of care to the Plaintiff and Addiction Subclass Members to exercise reasonable care in designing, developing, and publishing Roblox. This includes designing their products in such a way that would not promote or encourage addiction to Roblox.

78. The Defendants knew or ought to have known of the addictive nature of the Harmful Design Elements imbued in Roblox, that the Plaintiff and Addiction Subclass Members would be easily susceptible to addiction to Roblox, and that the Plaintiff and Addiction Subclass Members would develop negative cognitive, emotional, physical, and/or social symptoms, including but not limited to those listed at paragraph 56 above, as a result of their addictions to Roblox. The Alternative Game Design was at all material times an economically feasible design that is safer than the Defendants’ design of Roblox.

79. Through their design, development, and publication of Roblox with the Harmful Design Elements and without sufficient age assurance and parental controls detailed herein, the Defendants breached the standard of care owed by them to the Plaintiff and Class Members and were negligent.

Negligence - Failure to Warn

80. Further and in the alternative to the Plaintiff and Addiction Subclass Members’ pleading of negligent design, at all material times the Defendants owed a duty of care to

the Plaintiff and Addiction Subclass Members as reasonably foreseeable users of Roblox to warn of the risks associated with the reasonably foreseeable use or misuse of this product. In particular, the Defendants owed a duty of care to warn the Plaintiff and Addiction Subclass Members that:

- (a) Roblox contained some or all of the Harmful Design Elements;
- (b) users could develop addictions to Roblox due to, *inter alia*, the Harmful Design Elements; and
- (c) users who became addicted to Roblox would experience negative side effects from their addiction.

81. The Defendants knew or ought reasonably to have known that individuals who played Roblox could become addicted to the game, and that this addiction could cause users to develop negative cognitive, emotional, physical, and/or social symptoms, including but not limited to those listed at paragraph 56 above. By failing to warn the Plaintiff and Addiction Subclass Members of the risks associated with the use of Roblox, the Defendants were negligent.

Negligence - Negligent Infliction of Mental Suffering

82. Further or in the alternative to the Plaintiff and Addiction Subclass Members' pleadings of negligent design and/or failure to warn, at all material times the Defendants owed a duty of care to the Plaintiff and Addiction Subclass Members as reasonably foreseeable users of Roblox to prevent and/or limit the possibility that they would develop an addiction to Roblox such that their mental well-being would be negatively affected.

83. The Defendants knew or ought reasonably to have known that individuals who played Roblox could become addicted to the game such that their mental well-being could be affected. By not enacting measures to prevent and/or limit the possibility that the Plaintiff and Addiction Subclass Members could develop an addiction to Roblox such that their mental well-being would be negatively affected, the Defendants were negligent.

84. Further or in the alternative, the Defendants designed Roblox and implemented the Harmful Design Elements specifically to increase user engagement, duration of play, and in-game expenditure, and did so with a disregard for, and a failure to take steps to limit, mitigate, and/or prevent the harmful effects to users that could and did arise.

Negligence – Causation and Damages

85. As a result of the Defendants' negligent design, failure to warn, and/or negligent infliction of mental suffering, the Plaintiff and Addiction Subclass Members developed an addiction to Roblox, which has resulted in them developing negative cognitive, emotional, physical, and/or social symptoms, including but not limited to those listed at paragraph 56 above. As a result, the Plaintiff and Addiction Subclass Members have suffered loss and/or damage including but not limited to:

- (a) pain and suffering;
- (b) loss of past and future income earning capacity;
- (c) loss of past and future housekeeping capacity;
- (d) cost of future care;
- (e) out of pocket expenses;
- (f) damages "in trust" for past and future service provided by family members;
and/or
- (g) damages pursuant to section 2 of the *Family Compensation Act* and equivalent provisions of related extra-provincial enactments.

86. At all material times the Defendants were in a close and proximate relationship with the Plaintiff and Addiction Subclass Members. The losses and/or damages suffered by the Plaintiff and Addiction Subclass Members were the reasonably foreseeable consequences of the Defendants' negligent design, failure to warn, and/or negligent infliction of mental suffering.

Intentional Infliction of Mental Suffering

87. Further or in the alternative, the Defendants have committed the tort of intentional infliction of mental suffering.

88. The Defendants intentionally designed Roblox with the Harmful Design Elements in order to make users, and in particular children, addicted to Roblox. This conduct was calculated to maximize user retention, gameplay duration, and financial expenditure, thereby maximizing the Defendants' profits and, by extension, causing users harm. The Defendants' flagrant and outrageous conduct has caused the Plaintiff and Addiction Subclass Members to develop an addiction to Roblox, each of which individually constitutes a visible and provable illness which has caused them to develop negative cognitive, emotional, physical, and/or social symptoms, including but not limited to those listed at paragraph 56 above.

89. As a result of the Defendants' intentional infliction of mental suffering, the Plaintiff and Addiction Subclass Members have suffered loss and/or damage, as particularized in paragraph 56, above.

Breaches of the Business Practices and Consumer Protection Act

90. The Defendants have breached the *BPCPA*.

91. The Plaintiff and Addiction (Consumer) Subclass Members played Roblox for personal purposes and are "consumers" within the meaning of section 1 of the *BPCPA*. The Defendants are each a "supplier" within the meaning of section 1. Roblox is a "good" and/or "service" within the meaning of section 1. The supply of Roblox to Addiction (Consumer) Subclass Members are "consumer transaction[s]" within the meaning of section 1.

92. By the conduct set out herein, the Defendants have breached subsection 5(1) of the *BPCPA*. The Defendants' actions constitute deceptive acts or practices.

93. Subsection 5(1) of the *BPCPA* prohibits suppliers from engaging in deceptive acts or practices in respect of consumer transactions. Subsection 5(2) prescribes that once it

is alleged that a supplier committed or engaged in a deceptive act or practice, the burden of proof that the deceptive act or practice was not committed or engaged in is on the supplier.

94. The Defendants breached subsection 5(1) of the *BPCPA* by, *inter alia*:

(a) designing Roblox with the Harmful Design Elements; and/or

omitting to represent or warn that:

(b) Roblox contained some or all of the Harmful Design Elements;

(c) users could develop addictions to Roblox due to, *inter alia*, the Harmful Design Elements; and/or

(d) users who became addicted to Roblox would experience negative side effects from their addiction.

95. This conduct had the capability, tendency, and/or effect of misleading and/or deceiving Addiction (Consumer) Subclass Members into believing that they would not develop an addiction to Roblox.

96. The Defendants breached subsection 5(1) of the *BPCPA* regardless of whether the Defendants' conduct was contrary to any of the factors enumerated under subsection 4(3) as their conduct had the capability, tendency, and/or effect of deceiving the Plaintiff and Addiction (Consumer) Subclass Members.

97. As a result of the Defendants' breaches of subsection 5(1) of the *BPCPA*, the Plaintiff and Addiction (Consumer) Subclass Members developed an addiction to Roblox, which has resulted in them developing negative cognitive, emotional, physical, and/or social symptoms, including but not limited to those listed at paragraph 56 above. As a result, the Plaintiff and Addiction (Consumer) Subclass Members have suffered loss and/or damage, as particularized in paragraph 56, above, and are entitled to damages under section 171 of the *BPCPA*.

98. The Addiction (Consumer) Subclass Members are further entitled to a declaration under subsection 172(1)(a) of the *BPCPA* that the Defendants have breached subsection 5(1) of the *BPCPA* and an injunction under subsection 172(1)(b) to restrain further breaches of the *BPCPA* in the Defendants' design and marketing of Roblox in Canada.

99. Further or in the alternative to the applicability of the *BPCPA* to the claims of Addiction (Consumer) Subclass Members resident outside of British Columbia, Addiction (Consumer) Subclass Members who are "consumers" within the meaning of the *Alberta CPA*, the *Saskatchewan CPBPA*, the *Manitoba BPA*, the *Ontario CPA*, the *PEI BPA*, the *Newfoundland CPBPA*, and the *New Brunswick CPA* plead and rely on the equivalent provisions of the Consumer Protection Legislation, each as amended from time to time and with regulations in force at material times, as set out in Schedule A to this Notice of Civil Claim.

Breach of the Infants Act

100. Persons under the age of majority are afforded special protection in British Columbia and elsewhere in Canada. Section 1 of the *Age of Majority Act* prescribes that, from April 15, 1970 onwards, the age of majority in British Columbia is 19. Contracts made with persons in British Columbia under the age of majority are unenforceable by operation of subsection 19(1) of the *Infants Act*.

101. The agreements between the Defendants and Minor Purchaser Subclass Members for Roblox Premium and/or Robux are "contracts" within the meaning of section 18 of the *Infants Act*.

102. The contracts between the Defendants and Minor Purchaser Subclass Members for Roblox Premium and/or Robux are unenforceable under subsection 19(1) of the *Infants Act*. The Minor Purchaser Subclass Members are entitled to compensation under section 20 of the *Infants Act* equal to the amount of the money that they paid for Roblox Premium and Robux while they were under the age of majority.

103. Minor Purchaser Subclass Members resident outside of British Columbia rely on analogous provisions and the common law in other provinces and territories in Canada,

including the *Age of Majority Act*, RSA 2000, c A-6, the *Age of Majority Act*, RSNB 2011, c 103, the *Age of Majority and Accountability Act*, RSO 1990, c A.7, the *Age of Majority Act*, SNL 1995, c A-4.2, *The Age of Majority Act*, RSS 1978, c A-6, *The Age of Majority Act*, CCSM c A7, the *Age of Majority Act*, RSNS 1989, c 4, the *Age of Majority Act*, RSPEI 1988, c A-8, the *Age of Majority Act*, RSNWT 1988, c A-2, the *Age of Majority Act*, RSNWT (Nu) 1988, c A-2, and the *Age of Majority Act*, RSY 2002, c 2.

Unjust Enrichment

104. Further, or in the alternative to the Plaintiff's pleading of restitution under section 20 of the *Infants Act*, the Defendants have been unjustly enriched by the amounts received from the Plaintiff and Minor Purchaser Subclass Members, directly or indirectly, through the sale of Robux and Roblox Premium. The Plaintiff and Minor Purchaser Subclass Members have suffered a corresponding deprivation of this same amount.

105. There is no juristic reason for the Defendants to retain these benefits as the contracts between the Defendants and the Plaintiff and Minor Purchaser Subclass Members are illegal, void, and/or voidable due to the Defendants' breaches of subsection 19(1) of the *Infants Act*.

106. The Plaintiff and Minor Purchaser Subclass Members are entitled to restitution for the benefits received from them by the Defendants, directly or indirectly, on account of the sale of Robux and Roblox Premium to them while they were under the age of majority.

Health Care Costs

107. The Province of British Columbia provides coverage for health care services to British Columbia residents through the Medical Services Plan and Health Insurance BC. Addiction Subclass Members in British Columbia are each a "beneficiary" within the meaning of the *Medicare Protection Act* and any amendments.

108. Addiction Subclass Members have a claim for the recovery of health care costs incurred on their behalf by the British Columbia Ministry of Health and by other provincial and territorial governments. The Plaintiff pleads the following provincial and territorial statutes, as amended, in support of a claim for recovery of health care costs incurred by

provincial and territorial governments: *HCCRA*; *Medicare Protection Act*; *Pharmaceutical Services Act*, SBC 2012, c 22; *Hospital Act*, RSA 2000, c H-12; *Crown's Right of Recovery Act*, SA 2009, c C-35; *The Health Administration Act*, RSS 1978, c H-0.0001; *Health Services Insurance Act*, CSSM s H35; *Health Insurance Act*, RSO 1990, c H.6; *Home Care and Community Services Act*, 1994, SO 1994, c 26; *Health Services Act*, RSNB 1973, c H-3; *Medical Services Payment Act*, RSNB 1973, c M-7; *Hospital Services Act*, RSNB 1973, c H-9; *Family Services Act*, SNB 1980, c F-2.2; *Hospital and Diagnostic Services Insurance Act*, RSPEI 1988, c H-8; *Health Services Payment Act*, RSPEI 1988, c H-2; *Health Services and Insurance Act*, RSNS 1989, c 197; *Hospital Insurance Agreement Act*, RSN 1990, c H-7; *Medical Care and Hospital Insurance Act*, SNL 2016, c M-5.01; *Hospital Insurance and Health and Social Services Administration Act*, RSNWT 1988, c T-3; *Hospital Insurance and Health and Social Services Administration Act*, RSNWT (Nu) 1988, c T-3; and *Medical Care Act*, RSNWT (Nu) 1988, c M-8.

Punitive Damages

109. The Defendants' conduct in designing and maintaining Roblox with the Harmful Design Elements was high-handed, reckless, and predatory. Rather than creating a safe, family-friendly environment, the Defendants intentionally embedded manipulative features – such as ubiquitous microtransactions, gambling-like mechanics, reward schedules, artificial scarcity, and algorithmic personalization – into the platform to maximize profits. These elements were deliberately structured to increase time spent on Roblox, foster compulsive behaviours, and drive continual spending, particularly among children who comprise the majority of Roblox's 80 million daily active users. The Defendants marketed Roblox as a free, creative platform for children while failing to implement effective age verification, to disclose the risks of these harmful systems, or to provide adequate parental controls until late 2024. By design, Roblox functions as an addictive ecosystem in which children are encouraged to play longer, spend more, and become emotionally and financially dependent on their digital identities. The Defendants knew or ought to have known that minors are especially vulnerable to these manipulative tactics and that exposure to such systems could lead to diagnosable gaming disorder and related cognitive, social, and emotional harms.

110. This misconduct is made more egregious by the Defendants' internal guidance to creators, which explicitly encouraged them to exploit younger audiences' vulnerabilities for profit. The Defendants' actions constitute reprehensible misconduct worthy of punishment. Punitive damages are warranted not only to hold the Defendants accountable for exploiting children and concealing the risks of their design, but also to denounce and deter similar predatory practices in the gaming industry.

Limitation Periods

111. Addiction Subclass Members and Addiction (Consumer) Subclass Members who developed an addiction to Roblox, and Minor Purchaser Subclass Members who purchased Roblox Premium and/or Roblox, on or after June 1, 2013 plead and rely on subsection 8(d) of the *Limitation Act*, SBC 2012, c 13 to postpone the running of the limitation period. Addiction Subclass Members and Addiction (Consumer) Subclass Members who developed an addiction to Roblox, and Minor Purchaser Subclass Members who purchased Roblox Premium and/or Roblox, on or before May 31, 2013 plead and rely on subsection 6(4) of the *Limitation Act*, RSBC 1996, c 266 to postpone the running of the limitation period. Class Members could not have reasonably known that a claim existed against the Defendants until the date on which this Notice of Civil Claim was filed. The limitation period for Class Members' claims began to run, and was tolled by virtue of subsection 39(1) of the *Class Proceedings Act*, on the date on which the Plaintiff commenced this action.

Joint and Several Liability

112. The Defendants Roblox Corporation and Roblox Canada Inc. are jointly and severally liable for the actions and damages allocable to each of them with respect to the sale and/or use of the Roblox in Canada.

Service on the Defendants

113. The Plaintiff has the right to serve this Notice of Civil Claim on the Defendants pursuant to section 10 the *Court Jurisdiction and Proceedings Transfer Act* because there is a real and substantial connection between British Columbia and the facts alleged in this proceeding pursuant to sections 10(e), (f), (g), (h), and/or (i) as this action:

- (a) concerns contractual obligations that, to a substantial extent, were to be performed in British Columbia (subsection 10(e)(i));
- (b) concerns restitutionary that, to a substantial extent, arose in British Columbia (subsection 10(f));
- (c) concerns a tort committed in British Columbia (subsection 10(g));
- (d) concerns a business carried on in British Columbia (subsection 10(h)); and/or
- (e) is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia (subsection 10(i)(i)).

Plaintiff's address for service:

Slater Vecchio LLP
1800 - 777 Dunsmuir Street
Vancouver, BC V7Y 1K4

Fax number for service: 604.682.5197

Email address for service: service@slatervecchio.com

Place of trial: Vancouver, BC

The address of the registry is:

800 Smithe Street
Vancouver, BC
V6Z 2E1

Date: September 18, 2025



Signature of lawyer for plaintiff

Anthony Vecchio K.C.
Charlotte Harman
Justin Giovannetti
Slater Vecchio LLP

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION
FOR SERVICE OUTSIDE BRITISH COLUMBIA**

The Plaintiffs claim the right to serve this pleading on the defendant Roblox Corporation outside British Columbia on the ground that the *Court Jurisdiction and Proceedings Transfer Act*, SBC 2003, c 28 (the “***Court Jurisdiction and Proceedings Transfer Act***”) applies because there is a real and substantial connection between British Columbia and the facts on which this proceeding is based. The Plaintiff and Class Members rely on the following grounds, in that this action:

- a) concerns contractual obligations that, to a substantial extent, were to be performed in British Columbia;
- b) concerns restitutionary that, to a substantial extent, arose in British Columbia;
- c) concerns a tort committed in British Columbia;
- d) concerns a business carried on in British Columbia; and/or
- e) is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

Appendix

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

This is a proposed class proceeding alleging that Roblox Corporation and Roblox Canada Inc. were negligent, committed the tort of intentional infliction of mental suffering, and breached consumer protection legislation and the *Infants Act* through their design, manufacturing, and sale of the video game Roblox in Canada.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate)
- ☐ personal property
- ☒ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☐ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- ☒ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☐ none of the above
- ☐ do not know

Part 4:

Negligence Act, RSBC 1996, c 333

Business Practices and Consumer Protection Act, SBC 2004, c 2

Class Proceedings Act, RSBC 1996, c 50

Limitation Act, SBC 2012, c 13

Limitation Act, RSBC 1996, c 266

Court Order Interest Act, RSBC 1996, c 79

Court Jurisdiction and Proceedings Transfer Act, SBC 2003, c 28

Infants Act, RSBC 1996, c 223

Health Care Cost Recovery Act, SBC 2008, c 27

Family Compensation Act, RSBC 1996, c 126

SCHEDULE A

Other Consumer Protection Legislation

Alberta

1. The Defendants have breached the *Consumer Protection Act*, RSA 2000, c C-26.3 (the “**Alberta CPA**”). Addiction (Consumer) Subclass Members who played Roblox for personal purposes while resident and/or located in Alberta are each a “consumer” within the meaning of subsection 1(1)(b) of the *Alberta CPA*. The Defendants are each a “supplier” within the meaning of subsection 1(1)(l). Roblox is a “good” and/or “service” within the meaning of subsections 1(1)(e) and/or 1(1)(k). The supply of Roblox in Alberta is a “consumer transaction” within the meaning of subsection 1(1)(c).
2. By reason of the Defendants’ conduct outlined in this Notice of Civil Claim, the Defendants breached subsections 6(2)(b)-(c) and/or 6(4)(a) of the *Alberta CPA*. The Defendants’ actions constitute “unfair practices” in breach of subsection 6(1.1).
3. As a result of the Defendants’ breaches of the *Alberta CPA*, Addiction (Consumer) Subclass Members who played Roblox for personal purposes while resident and/or located in Alberta became addicted to Roblox and have suffered loss and/or damage and are entitled to damages pursuant to subsections 7(1), 7(3), 13(2)(b), and/or 142.1(2)(a) as well as punitive damages pursuant to subsections 7.2(1), 13(2)(c) and/or 142.1(2)(b).
4. The Defendants cannot rely on any arbitration clause, if any such clause exists, due to section 16 of the *Alberta CPA* which invalidates any such clause between a “supplier” and a “consumer” in respect of a “consumer transaction” rendering such a clause void and unenforceable.
5. Addiction (Consumer) Subclass Members who played Roblox for personal purposes while resident and/or located in Alberta further plead that the notice requirement pursuant to subsection 7.1(1) of the *Alberta CPA* is fulfilled by the delivery of written notice to the Defendants as set out in the Notice of Civil Claim, or in the alternative by the service of this Notice of Civil Claim on the Defendants.

Saskatchewan

6. The Defendants have breached *The Consumer Protection and Business Practices Act*, SS 2013, c C-30.2 (the “***Saskatchewan CPBPA***”). Addiction (Consumer) Subclass Members in Saskatchewan are each a “consumer” within the meaning of subsection 2(b) of the *Saskatchewan CPBPA*. The Defendants are each a “supplier” within the meaning of subsection 2(i)(i). Roblox is a “good” and/or “service” within the meaning of subsections 2(e) and/or (h).

7. By reason of the Defendants’ conduct outlined in this Notice of Civil Claim, the Defendants breached subsections 6(a), 6(b), and/or 7(o) of the *Saskatchewan CPBPA*. The Defendants’ actions constitute “unfair practices” in breach of subsection 8(1).

8. As a result of the Defendants’ breaches of the *Saskatchewan CPBPA*, Addiction (Consumer) Subclass Members in Saskatchewan became addicted to Roblox and have suffered loss and/or damage. These Class Members are therefore entitled to damages pursuant to subsection 93(1)(b) as well as punitive damages pursuant to subsection 93(1)(b).

9. The Defendants cannot rely on any arbitration clause or class action waiver, if any such clause or waiver exists, due to section 101 which invalidates any such clause or waiver, rendering it void.

Manitoba

10. The Defendants have breached *The Business Practices Act*, CCSM, c B120 (the “***Manitoba BPA***”). Addiction (Consumer) Subclass Members in Manitoba are each a “consumer” within the meaning of section 1 of the *Manitoba BPA*. The Defendants are each a “supplier” within the meaning of section 1. Roblox is a “good” within the meaning of section 1. The supply of Roblox in Manitoba is a “consumer transaction” within the meaning of section 1.

11. By reason of the Defendants’ conduct outlined in this Notice of Civil Claim, the Defendants breached subsections 2(1)(a), 2(3)(p), 3(1)(a)-(b), and/or 3(2)(a) of the

Manitoba BPA. The Defendants' actions constitute "unfair business practices" in breach of section 5.

12. As a result of the Defendants' breaches of the *Manitoba BPA*, Addiction (Consumer) Subclass Members in Manitoba became addicted to Roblox and have suffered loss and/or damage. These Class Members are therefore entitled to damages pursuant to subsection 23(2)(a) as well as punitive damages pursuant to subsection 23(4).

Ontario

13. The Defendants have breached the *Consumer Protection Act*, 2002, SO 2002, c 30, Sched A (the "***Ontario CPA***"). Addiction (Consumer) Subclass Members in Ontario are each a "consumer" within the meaning of section 1 of the *Ontario CPA*. The Defendants are each a "supplier" within the meaning of section 1. Roblox is a "good" and/or "service" within the meaning of section 1. The supply of Roblox in Ontario is a "consumer agreement" and a "consumer transaction" within the meaning of section 1.

14. By reason of the Defendants' conduct outlined in this Notice of Civil Claim, the Defendants breached subsection 14(2)(14) of the *Ontario CPA*. The Defendants' actions constitute "unfair practices" in breach of subsection 17(1). The Defendants breached subsection 17(1) regardless of whether their conduct was contrary to any of the factors enumerated under subsection 14(2) because the Defendants made false, misleading, and/or deceptive representations in breach of subsection 14(1).

15. As a result of the Defendants' breaches of the *Ontario CPA*, Addiction (Consumer) Subclass Members in Ontario became addicted to Roblox and have suffered loss and/or damage. These Class Members are therefore entitled to damages pursuant to subsections 18(1) and/or 18(2) as well as punitive damages pursuant to subsection 18(11).

16. The Defendants cannot rely on any arbitration clause or class action waiver, if any such clause or waiver exists, due to sections 7 and 8 of the *Ontario CPA*, which provide

the right to begin or be a member of a class proceeding in respect of a consumer agreement and invalidates any clause or waiver that seeks to limit this right.

17. Addiction (Consumer) Subclass Members in Ontario further plead that the notice requirement pursuant to subsection 18(3) of the *Ontario CPA* is fulfilled by the delivery of written notice to the Defendants as set out in the Notice of Civil Claim, or in the alternative by the service of the Notice of Civil Claim on the Defendants. In the further alternative, the Court should disregard the requirement for notice pursuant to subsection 18(15) of the *Ontario CPA*.

Prince Edward Island

18. The Defendants have breached the *Business Practices Act*, RSPEI 1988, c B-7 (the “**PEI BPA**”). Addiction (Consumer) Subclass Members in Prince Edward Island are each a “consumer” within the meaning of subsection 1(b) of the *PEI BPA*. Roblox is a “good” and/or “service” within the meaning of subsections 1(f) and/or 1(i).

19. By reason of the Defendants’ conduct outlined in this Notice of Civil Claim, the Defendants breached subsections 2(a)(xiii) and/or 2(b)(i) of the *PEI BPA*. The Defendants’ actions constitute “unfair practices” in breach of subsection 3(1).

20. As a result of the Defendants’ breaches of the *PEI BPA*, Addiction (Consumer) Subclass Members in Prince Edward Island became addicted to Roblox and have suffered loss and/or damage. These Class Members are therefore entitled to damages pursuant to subsection 4(1) as well as punitive damages pursuant to subsection 4(2).

21. Addiction (Consumer) Subclass Members in Prince Edward Island further plead that the notice requirement pursuant to subsection 4(5) of the *PEI BPA* is fulfilled by the delivery of written notice to the Defendants as set out in the Notice of Civil Claim, or in the alternative by the service of the Notice of Civil Claim on the Defendants.

Newfoundland and Labrador

22. The Defendants have breached the *Consumer Protection and Business Practices Act*, SNL 2009, c C-31.1 (the “**Newfoundland CPBPA**”). Addiction (Consumer) Subclass

Members in Newfoundland are each a “consumer” within the meaning of subsection 2(a) of the *Newfoundland CPBPA*. The Defendants are each a “supplier” within the meaning of subsection 2(j). Roblox is a “good” and/or “service” within the meaning of subsections 2(e) and/or 2(i). The supply of Roblox in Newfoundland constitutes a “consumer transaction” within the meaning of subsection 2(b).

23. By reason of the Defendants’ conduct outlined in this Notice of Civil Claim, the Defendants breached subsections 7(1)(w) and 8(1) of the *Newfoundland CPBPA*. The Defendants’ actions constitute “unfair business practices” in breach of section 9(1). The Defendants breached subsection 7(1) regardless of whether their conduct was contrary to any of the factors enumerated under subsection 7(1) because the Defendants’ conduct had the effect of deceiving or misleading Addiction (Consumer) Subclass Members in Newfoundland.

24. As a result of the Defendants’ breaches of the *Newfoundland CPBPA*, Addiction (Consumer) Subclass Members in Newfoundland became addicted to Roblox and have suffered loss and/or damage. These Class Members are therefore entitled to damages pursuant to subsection 10(2)(b) as well as punitive damages pursuant to subsection 10(2)(b).

25. The Defendants cannot rely on any arbitration clause or class action waiver, if any such clause or waiver exists, due to section 3 of the *Newfoundland CPBPA*, which invalidates any such clause or waiver, rendering it void.

New Brunswick

26. The Defendants have breached the *Consumer Protection Act*, SNB 2024 c 1 (the “***New Brunswick CPA***”). Addiction (Consumer) Subclass Members in New Brunswick are each a “consumer” within the meaning of section 1 of the *New Brunswick CPA*. The Defendants are each a “supplier” within the meaning of section 8. The agreements between the Defendants and Addiction (Consumer) Subclass Members in New Brunswick to access and use Roblox are each “consumer agreement” within the meaning of section 1. The supply of Roblox to Addiction (Consumer) Subclass Members in New Brunswick are each a “consumer transaction” within the meaning of section 1.

27. By reason of their conduct, the Defendants have committed unfair practices pursuant to subsections 10(1)(b)-(d) and/or 10(2)(a). The Defendants have therefore breached subsection 11(1) of the *New Brunswick CPA*.

28. As a result of the Defendants' breaches of the *New Brunswick CPA*, Addiction (Consumer) Subclass Members in New Brunswick became addicted to Roblox and have suffered loss and/or damage. These Class Members are therefore entitled to damages pursuant to subsection 14(2) and/or 16(3)(b) as well punitive damages pursuant to subsection 16(3)(c).

29. The Defendants cannot rely on any arbitration clause or class action waiver, if any such clause or waiver exists, due to section 6 of the *New Brunswick CPA*, which invalidates any such clause or waiver, rendering it void.

30. Addiction (Consumer) Subclass Members in New Brunswick further plead that the notice requirement pursuant to section 15 of the *New Brunswick CPA* is fulfilled by the delivery of written notice to the Defendants as set out in this Notice of Civil Claim, or in the alternative by the service of the Notice of Civil Claim on the Defendants.