

1 **BRADLEY/GROMBACHER, LLP**

2 Marcus J. Bradley, Esq. (SBN 174156)  
3 Kiley L. Grombacher, Esq. (SBN 245960)  
4 31365 Oak Crest Drive, Suite 240  
5 Westlake Village, CA 91361  
6 Telephone: (805) 270-7100  
7 Facsimile: (805) 270-7589  
8 E-Mail: mbradley@bradleygrombacher.com  
9 E-Mail: kgrombacher@bradleygrombacher.com

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7 **AYLSTOCK, WITKIN, KREIS  
& OVERHOLTZ, PLLC**

8 S. Mary Liu (CA Bar No. 282884)  
9 17 East Main Street, Suite 200  
10 Pensacola, Florida 32502  
11 Telephone: (850) 202-1010  
12 Fax: (850) 916-7449  
13 Email: mliu@awkolaw.com  
14 Email: vgateam@awkolaw.com

15 *Attorneys for Plaintiffs*

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA  
17 FOR THE COUNTY OF LOS ANGELES**

18 EVETTE GIBSON as Guardian ad Litem and on  
19 behalf of IHG, a minor.

20 Plaintiffs,

21 v.

22 ROBLOX CORPORATION, EPIC GAMES,  
23 INC., and JOHN DOES 1 - 50.

24 Defendants.

CASE NO.: **24STCV32897**

**COMPLAINT FOR DAMAGES**

1. **Strict Product Liability – Design Defect**
2. **Strict Product Liability – Failure to Warn**
3. **Negligence – Design**
4. **Negligence – Failure to Warn**
5. **Common Law Negligence**
6. **Statutory Negligence**
7. **Intentional Misrepresentation**
8. **Negligent Misrepresentation**
9. **Fraud**
10. **Violations of California’s Unfair Competition Law (Cal. Bus. & Prof. Code, §§ 17200 et seq.)**

1 Plaintiff minor IHG, via their Guardian ad Litem Plaintiff EVETTE GIBSON, hereby brings  
2 this action against the above-captioned Defendants (hereinafter collectively referred to as  
3 “Defendants”), Roblox Corporation, Epic Games, Inc., and Does 1-50, to recover damages, pursuant  
4 to and under the laws of the State of California, arising from the severe injuries sustained because of  
5 IHG’s use of Defendants’ video game Products. In support thereof, Plaintiff alleges and states:

### 6 **INTRODUCTION**

7 1. Many modern video games are fun and engaging adventures that allow individuals to  
8 immerse themselves in the world of games. This litigation is not a war on fun. Nor does it seek to  
9 curtail the creation and enjoyment of entertaining video games. Rather, this litigation seeks to hold  
10 each Defendant accountable for failing to warn and failing to include available safeguards against the  
11 known risks to minors associated with excessive use of their video game products (hereinafter  
12 collectively referred to as “Products”) and choosing instead to implement programming that  
13 exacerbated these risks, to the detriment of minors like Plaintiff IHG, to increase their profits.

14 2. Defendants are aware that the more time an individual spends playing their respective  
15 games, the higher the likelihood that said individuals will make in-game purchases, thereby  
16 increasing Defendants’ revenues.

17 3. Defendants are also aware that for more than four decades scientists have known about  
18 and studied video game addiction.<sup>1</sup> Furthermore, Defendants are aware that for nearly two decades,  
19 science has shown that prolonged use of video games by minors can result in brain damage, cognitive  
20 decline, and physical and emotional deficits.

21 4. Despite being fully aware of these risks, Defendants marketed their respective games,  
22 Roblox and Fortnite, to minors without implementing simple safety features, such as adequate  
23 parental controls, warnings, or opt-in limits on time minors can spend in-game.

24 5. Instead, Defendants chose to add features to their games that they knew would be  
25 addictive to minors in order to maximize time spent by minors like Plaintiff IHG in their respective

26 \_\_\_\_\_  
27 <sup>1</sup> MD Griffiths; Halley de Oliveira Miguel Pontes, *A History and Overview of Video Game*  
28 *Addiction*, The Oxford Handbook of Digital Technologies and Mental Health (Oct. 8, 2020)  
<https://doi.org/10.1093/oxfordhb/9780190218058.013.2>.

1 games, thus improving the odds of minors making in-game purchases, and thereby increasing  
2 Defendants' profits. Rather than taking necessary steps to mitigate the known risks associated with  
3 prolonged exposure of minors to video games, Defendants intensified the problem by causing and  
4 profiting from youth addiction.<sup>2</sup>

5 6. Defendants' strategies have been extremely lucrative. As a result of Defendants'  
6 inclusion of addictive features in their respective games, they have collectively generated billions of  
7 dollars, while causing and/or contributing to a public health crisis for minors suffering from addiction  
8 to and disordered use of video games.

9 7. While there are countless video games on the market, many with similar game design  
10 and warning failures described herein, Defendants and their respective games Roblox and Fortnite  
11 have unique impacts on minors. As explained below, Defendants' marketing strategies specifically  
12 target youth. Accordingly, Defendants' games – Roblox and Fortnite – are often among the first  
13 online video games children play and the catalyst to an addiction cycle and disordered relationship  
14 with video games.

15 8. As set forth below, because of Defendants' marketing efforts, Roblox and Fortnite  
16 were among the first online video games played by Plaintiff IHG. As Defendants expected and  
17 intended from their decision to add addictive and manipulative programming to their Products instead  
18 of safety features, IHG became addicted to Roblox and Fortnite and developed a disordered  
19 relationship with video games. As a result, IHG suffers from severe emotional distress, diminished  
20 social interactions, lack of interest in other hobbies, and withdrawal symptoms such as rage, anger,  
21 and physical outbursts. Through this lawsuit, IHG seeks to hold Defendants accountable for their  
22  
23

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24 <sup>2</sup> Addiction, as defined in the seminal article *Addictive behaviors: Etiology and Treatment*,  
25 published by the American Psychological Association in its 1988 *Annual Review of Psychology*, is:

26 “a repetitive habit pattern that increases the risk of disease and/or associated personal and  
27 social problems. Addictive behaviors are often experienced subjectively as ‘loss of control’ –  
28 the behavior contrives to occur despite volitional attempts to abstain or moderate use. These  
habit patterns are typically characterized by immediate gratification (short term reward), often  
coupled with delayed deleterious effects (long term costs). Attempts to change an addictive  
behavior (via treatment or self-initiation) are typically marked with high relapse rate.”

1 decisions to place profits over safety, which directly and proximately resulted in IHG’s significant  
2 harm.

3 9. The true names and capacities of the Defendants, Does 1-50, are unknown to Plaintiffs  
4 at the time of filing this Complaint and Plaintiffs, therefore, sue said Defendants by fictitious names  
5 and will ask leave of court to amend this Complaint to show their true names or capacities when the  
6 same have been determined. Plaintiff is informed and believes and thereon alleges that each of these  
7 fictitiously named Defendants are responsible in some manner for the occurrences alleged herein, and  
8 that Plaintiff’s injuries and damage as alleged and set forth herein were proximately caused by such  
9 fictitiously named Defendants.

10 **PARTIES**

11 **I. Plaintiff EVETTE GIBSON**

12 10. Plaintiff EVETTE GIBSON is, and at all times relevant to this action was, a citizen  
13 and resident of the State of California whose principal place of residence is Los Angeles County,  
14 California.

15 11. Plaintiff EVETTE GIBSON is the mother of IHG and she serves as IHG’s Guardian  
16 ad Litem and representative in this lawsuit.

17 **II. Plaintiff IHG**

18 12. Plaintiff IHG, a minor, is, and at all times relevant to this action was, a citizen and  
19 resident of the State of California with a principal place of residence located in Los Angeles County,  
20 California. IHG is twelve (12) years old at the time of filing this lawsuit.

21 13. IHG began playing video games and using Defendants’ Products at approximately  
22 eight (8) years old. Since that time, IHG has used and/or continues to use Defendants’ Products at an  
23 increasing, uncontrollable, compulsive, and/or addictive pace. IHG has been injured and damaged,  
24 and continues to be injured and damaged, as a result of IHG’s use of, and addiction caused by IHG’s  
25 use of, Defendants’ defective Products.

26 **III. Defendant Roblox Corporation**

27 14. Defendant Roblox Corporation (“Roblox Corp.”) is a Delaware corporation with its  
28 principal place of business at 910 Park Pl., San Mateo, California 94403.

1 15. Roblox Corp. is a video game developer and publisher who, at all times material  
2 hereto, designed, developed, tested, patented, assembled, manufactured, published, packaged,  
3 labeled, prepared, distributed, marketed, supplied, and/or sold its video game and platform, Roblox,  
4 either directly or indirectly, to members of the general public within the State of California, including  
5 to IHG.

6 **IV. Defendant Epic Games, Inc.**

7 16. Defendant Epic Games, Inc. (“Epic Games”) is a Maryland corporation with its  
8 principal place of business at 620 Crossroads Blvd, Cary, North Carolina 27518.

9 17. Epic Games is a video game developer and publisher who, at all times material hereto,  
10 designed, developed, tested, patented, assembled, manufactured, published, packaged, labeled,  
11 prepared, distributed, marketed, supplied, and/or sold the Fortnite video game series and platform,  
12 either directly or indirectly, to members of the general public within the State of California, including  
13 to Plaintiff IHG.

14 **JURISDICTION AND VENUE**

15 18. Plaintiff IHG realleges and incorporates by reference all of the foregoing allegations  
16 as if repeated in full here.

17 19. This suit alleges causes of action seeking relief arising under the laws of the State of  
18 California, including but not limited to the allegation that as a direct and proximate result of the  
19 Defendants’ Products and their negligent, deceptive, willful, immoral, reckless, and unlawful actions  
20 and inactions, representations and misrepresentations, including by omission, Plaintiff IHG suffered  
21 and continues to suffer injuries and damages within the State of California.

22 20. This Court has personal jurisdiction over Defendant Roblox Corp. because Roblox  
23 Corp. has its principal place of business in California and is “at home” in this State.

24 21. This Court has personal jurisdiction over Defendant Epic Games because it routinely  
25 conducts business in California and has sufficient minimum contacts in California, stemming from  
26 its activities whereby it has purposefully and intentionally availed itself of this jurisdiction and the  
27 benefits and protections of the laws of the State of California by marketing video game Products and  
28 transacting business in the State of California. Further, the controversy reflected in this action is

1 directly affiliated with, related to, and arises from Defendant’s contacts with the State of California.  
2 Next, Epic Games’ registered agent for service of process is in California at CT Corporation System  
3 - 330 N Brand Blvd., Glendale, California, 91203. Plaintiff IHG is from the State of California and  
4 as a result of Defendant’s contact with California, Plaintiff purchased and/or downloaded Defendant’s  
5 games in California, Plaintiff played Defendant’s games and subsequently developed an addiction to  
6 its game in California, and Plaintiff suffered severe harm as a result in California.

7 22. Venue is proper in this County because, among other things: (a) each Defendant  
8 directed its activities at residents in this County; (b) each Defendant conducted substantial business  
9 in this County; (c) a substantial part of the counts giving rise to this action occurred in this County;  
10 and (d) Plaintiff IHG was harmed in this County.

### 11 **GENERAL FACTUAL ALLEGATIONS**

12 23. In 2023, 65% of Americans of all ages played video games every week.<sup>3</sup> In 2024,  
13 experts reported that roughly 85% of teenagers say they play video games, with 97% of boys and  
14 73% of girls reporting video game usage.<sup>4</sup> Further, more than 90% of children older than two years  
15 old play video games, and “[c]hildren 8 to 17 years of age spend an average of 1.5 to 2 hours daily  
16 playing video games.”<sup>5</sup> This research dramatically emphasizes the idea that video game usage has  
17 become fundamental in the life of an American child.

#### 18 **I. Extensive Video Game Usage Damages Adolescent Brains**

19 24. For almost two decades, research on the interaction between video game usage and  
20 the adolescent brain has shown that extensive usage has a severe impact on the adolescent brain,  
21 including loss of grey matter, which leads to severe physical and mental effects on the child. Many  
22 of these effects are indicators or consequences of Internet Gaming Disorder (“IGD”), which is the  
23 addiction to video gaming.

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25 <sup>3</sup> Crosby Armstrong, *Video Games Remain America’s Favorite Pastime With More Than 212*  
26 *Million Americans Playing Regularly*, Ent. Software Ass’n (Jul. 10, 2023),  
[https://www.theesa.com/video-games-remain-americas-favorite-pastime-with-more-than-212-](https://www.theesa.com/video-games-remain-americas-favorite-pastime-with-more-than-212-million-americans-playing-regularly/)  
[million-americans-playing-regularly/](https://www.theesa.com/video-games-remain-americas-favorite-pastime-with-more-than-212-million-americans-playing-regularly/).

27 <sup>4</sup> Jeffrey Gottfried & Olivia Sidoti, *Teens and Video Games Today*, Pew Res. (May 9, 2024),  
<https://www.pewresearch.org/internet/2024/05/09/teens-and-video-games-today/>.

28 <sup>5</sup> Daniel Alanko, *The Health Effects of Video Games in Children and Adolescents*, *Pediatr. Rev.*  
(Jan. 1, 2023).

1           25.     Research on the impacts of video game usage includes studies about the role dopamine  
2 plays in the brain during gameplay.

3           26.     Video games can and do cause an intense dopamine release in the user that is similar  
4 in magnitude to that experienced by substance abuse or gambling. Dopamine is a neurotransmitter  
5 made in the brain that acts as a chemical messenger that communicates messages between nerve cells  
6 in the brain, as well as between the brain and the body. Dopamine serves as the brain’s all-important  
7 “reward center” and, in addition, plays a critical role in several body functions including attention,  
8 mood, pleasurable reward and motivation, sleep, learning, and movement. The release of dopamine  
9 causes demonstrable physical, mental, and emotional responses in the human brain and body. This is  
10 especially true in minors, and particularly neurodivergent minors, whose brains are still developing.  
11 Increased dopamine releases can lead to withdrawal symptoms, including anger, irritability, or  
12 physical outbursts when the game is made unavailable.

13           27.     The repetitive release of dopamine creates, reinforces, and strengthens a dysregulated  
14 or dopaminergic neural pathway that propels the user to hyperfocus on using the Products more and  
15 more, first at an increasing rate and then with compulsive desire until the impulse to use the Products  
16 develops into a disordered use or addiction.

17           28.     Those dysregulated neural pathways trigger addictive, compulsive, and impulsive  
18 behaviors outside of the gaming world consisting of life-altering impulsivity and inhibitory control  
19 behaviors that can and do cause a myriad of catastrophic physical, mental, and emotional disorders,  
20 symptoms, and injuries, including other addictions, significant withdrawal symptoms,  
21 maldevelopment of the brain’s frontal lobe, dissociative behaviors, social isolation, damage and/or  
22 negative consequences to cognitive processes, attention disorders, severe depression, morbid obesity,  
23 mal and/or undernutrition, and other harmful effects, all to the severe detriment and damage to the  
24 minor, and to the severe emotional detriment and pecuniary or economic damage to their families and  
25 caretakers.

26           29.     Additional video game research reports the physical changes to the brain and brain  
27 matter as a result of gameplay.

28           30.     Research has shown that prolonged use of video games damages the prefrontal cortex

1 of the user, causing a loss of grey matter, lower cognitive function, and an inability to regulate impulse  
2 control. Research has also concluded that such use of video games may lead to negative effects like  
3 stress, aggressive behavior, verbal memory deficiency, depression, lowered cognitive abilities,  
4 sleeping disorders, anxiety, and behavioral addiction disorders.

5 31. Clinical evidence has shown that users addicted to online games experience  
6 biopsychological symptoms and complications, including symptoms traditionally associated with  
7 substance abuse and addiction, such as hangovers, changes in mood, adaptability, withdrawal,  
8 conflict, and recurrence symptoms.

9 32. Empirical studies indicate that gaming disorders are associated with detrimental  
10 health-related outcomes.

11 33. Brain imaging studies have shown that use of video games negatively affects the brain  
12 regions responsible for reward, impulse control, and sensory-motor coordination.

13 34. Other studies have shown that disordered and/or excessive use of video games leads  
14 to negative consequences on cognitive processes, including multi-second time perception, inhibition,  
15 and decision-making.

16 35. The prefrontal cortex—the locus of judgment, decision-making, and impulse  
17 control—is still developing and undergoing major reorganization during adolescence. This region of  
18 the brain does not reach maximum capacity until the age of 25 to 30. The executive control center of  
19 the prefrontal cortex is essential to one’s ability to healthfully weigh risks and rewards and for pausing  
20 the pursuit of immediate rewards in favor of more adaptive longer-term goals. The lack of full  
21 development of the prefrontal cortex is arguably why young people are more likely to engage in hours  
22 of use while ignoring basic needs like food, sleep, and hygiene. Without mature frontal lobes, minors  
23 are less able to weigh potential negative consequences and curb potentially harmful behavior like  
24 excessive use of video games, which further impacts frontal lobe development.

25 ///

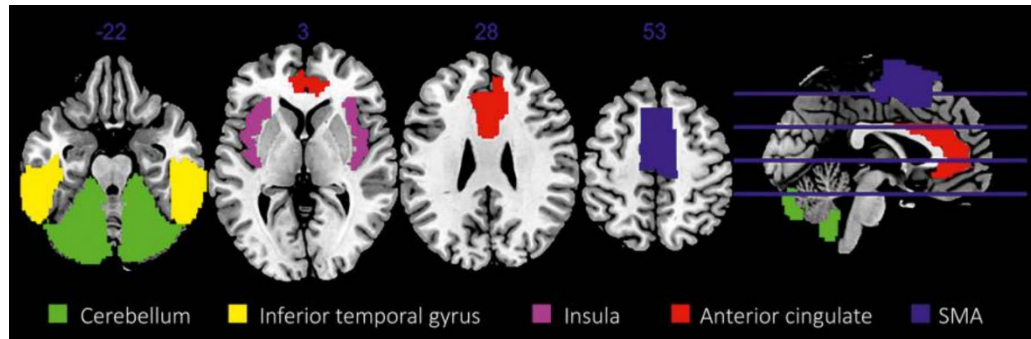
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1           36. Brain imaging studies related to IGD have shown structural changes in the brain,  
2 particularly a reduction in white-matter density (consisting mostly of cells and axons that transmit  
3 signals from the cerebellum to other brain regions) and grey-matter volume (associated with  
4 emotions, perception, memory, and motor control). Specifically, studies showed several regions of  
5 the brain demonstrated reduction in grey-matter volume in gaming disorder participants, as depicted  
6 here:<sup>6</sup>

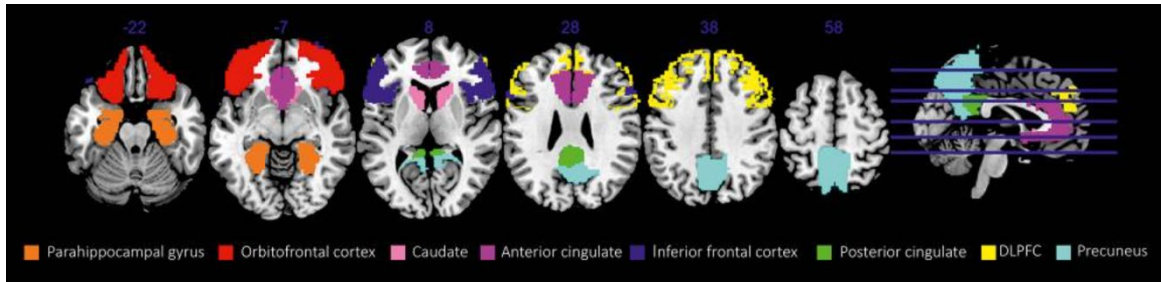


13           37. Brain activation studies have shown that the use of video games causes changes in the  
14 reward and impulse control regions of the brain, and that engaging with video games activates regions  
15 of the brain in a manner similar to the way the brain is activated in response to cue-exposure to drugs  
16 (whereby addicts are exposed to relevant drug cues to extinguish conditioned responses).

17           38. Additional brain activation studies have shown that individuals with gaming disorders  
18 have impaired inhibitions, and that video game cues activate craving, attention, and executive  
19 function areas of the brain. Those cognitive, sensory-motor, and emotional processes may be  
20 associated with long-term changes to the brain because of prolonged use of the Products. Regions  
21 that showed activation in response to video game cues in gaming disorder participants in more than  
22 two studies are depicted in the following image:<sup>7</sup>

27 <sup>6</sup> Livny, Weinstein, and Weizman, *New Developments in Brain Research of Internet and Gaming Disorder*, 75 *Neurosci. Biobehav. Rev.* 314 (Apr. 2017).

28 <sup>7</sup> Aviv Weinstein et al., *Neurobiological Mechanisms Underlying Internet Gaming Disorder*, 22(2) *DIALOGUES CLIN. NEUROSCI.* (2020).



39. Structural studies of the brain have shown alterations in the volume of the ventral striatum (a critical component of motor and reward systems in the brain) are possible because of changes in reward regions of the brain. One comparison study of young adults with a mean age of 24 revealed that individuals who engage in excessive use of video games tend to have lower cognitive function, particularly in areas of verbal ability and working memory.

40. Research has shown that a neurodivergent minor with a diagnosis of Attention-Deficit Hyperactivity Disorder (“ADHD”) or Autism Spectrum Disorder is at a higher risk of developing video game disorder or addiction, which can worsen one’s ability to control impulsivity and result in brain damage.<sup>8</sup> Research has shown that while use of video games may foster creativity in some minors, such potential benefits are outweighed by the risk of developing addiction or disordered use of video gaming Products, which typically develops swiftly in minors and neurodivergent individuals. This is particularly true when the Products incorporate addictive and manipulative tactics, as well as other problematic psychological programming.

**II. Gaming Addiction Is A Recognized and Diagnosable Condition**

41. Addiction to and disordered use of video games and internet gaming is a recognized, diagnosable mental disorder and form of behavioral addiction codified by the American Psychiatric Association’s 2013 Diagnostic and Statistical Manual of Mental Disorders (DSM-5).<sup>9</sup> The diagnostic symptoms of internet gaming disorder currently set forth in DSM-5 include: (1) Preoccupation with playing and/or using video games; (2) Withdrawal symptoms (sadness, anxiety, irritability, and/or other unpleasant symptoms) when access to play and/or use is removed, precluded, or reduced; (3)

<sup>8</sup> Micah O. Mazurek & Christopher R. Engelhardt, *Video Game Use in Boys with Autism Spectrum Disorder, ADHD, or Typical Development*, 132 Am. Acad. of Ped. J.L. 2 (2013).

<sup>9</sup> It is also recognized in the recently released Diagnostic and Statistical Manual of Mental Disorders, Text Revision (DSM-5-TR).

1 Tolerance - the need to spend more time playing and/or using video games to satisfy the urge and  
2 desire to do so; (4) Loss of Control or the inability to reduce video game playing and usage time  
3 and/or unsuccessful attempts to quit gaming; (5) Giving up other activities or loss of interest in  
4 previously enjoyed activities due to compulsion to play video games; (6) Continuing to play and use  
5 video games despite negative or problematic consequences; (7) Deceiving family members or others  
6 about the amount of time spent playing and/or using video games; (8) Using video games to “escape”  
7 or relieve negative moods, such as guilt or hopelessness; and (9) Jeopardized school or work  
8 performance or relationships due to playing and/or using video games.

9 42. Nationally recognized institutions such as the Cleveland Clinic and the National  
10 Center for Biotechnology Information (NCBI) also recognize video game addiction and categorize  
11 the addiction as falling under the general category of IGDs.<sup>10</sup>

12 43. As of 2022, “Gaming disorder”—disordered use of and/or play with video gaming  
13 Products—is a recognized mental health disorder by the World Health Organization and International  
14 Statistical Classification of Diseases and Related Health Problems. “Gaming disorder” is included  
15 within the subcategory “ICD-11” entitled “Disorders due to substance use or addictive behaviors.”<sup>11</sup>  
16 “Gaming disorder” is defined in the 11<sup>th</sup> revision of the International Classification of Diseases as a  
17 pattern of persistent or recurrent gaming behavior, specifically “digital gaming” or “video-gaming,”  
18 which may be online or offline, manifested by: impaired control over gaming (e.g., onset, frequency,  
19 intensity, duration, termination, context); increasing priority given to gaming to the extent that  
20 gaming takes precedence over other life interests and daily activities; and continuation or escalation  
21 of gaming despite the occurrence of negative consequences.

### 22 **III. Historical Development and Modernization of Video Games**

23 44. The term “video game” is defined by California Civil Code §§ 1746-1746.5 as “any  
24 electronic amusement device that utilizes a computer, microprocessor, or similar electronic circuitry  
25  
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27 <sup>10</sup> Shabina Mohammad, Raghad A Jan, & Saba L Alsaedi, *Symptoms, Mechanisms, and Treatments*  
28 *of Video Game Addiction*, Cureus (Mar. 31, 2023).

<sup>11</sup> Other disorders found in that subcategory include alcoholism and gambling addiction.

1 and its own monitor, or is designed to be used with a television set or a computer monitor, that  
2 interacts with the user of the device.”

3 45. Video games were first developed in or around the 1950s.

4 46. Initially, games were only available for play by the general public in arcades.  
5 Beginning in the 1970s, however, the first at-home video game devices (“consoles”) appeared on the  
6 market.

7 47. By the late 1990s and early 2000s, there were multiple at-home video game consoles,  
8 such as Xbox, PlayStation, and Nintendo’s Wii, making video games easily accessible to most users  
9 from the comfort of their living room. Over the next ten years, video games moved to mobile devices  
10 and tablets, once again increasing accessibility to gameplay.

11 48. Many video games – including Roblox and Fortnite – can now be played on multiple  
12 different consoles, mobile devices, and tablets.

13 49. Moreover, video games can be delivered to these consoles, mobile devices, and tablets  
14 in several diverse ways, such as physical discs, digital downloads, online gaming networks, and cloud  
15 gaming services.

16 50. In 2024, there are 1.17 billion gamers online, and global gaming revenues are at least  
17 \$176.06 billion.<sup>12</sup>

18 51. As the sophistication of gaming devices and game delivery methods has increased, so  
19 too has the sophistication of the design of games themselves.

20 52. Unlike their predecessors, many modern-day games are enormous in scale, providing  
21 countless hours of non-repetitive, unique gameplay that allows players to become immersed in the  
22 world of the game.

23 53. The ways in which game developers monetize their games have also changed over  
24 time. In the past, game developers earned revenue primarily through the one-time sale of their games.  
25 Although some game developers still follow this model, others – including Defendants – allow their  
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28 <sup>12</sup> Jasmine Katatikarn, *Online Gaming Statistics and Facts: The Definitive Guide (2024)*, Acad. of  
Animated Art (Jan. 16, 2024), <https://academyofanimatedart.com/gaming-statistics/>.

1 games to be downloaded for no or minimal cost and generate revenue through purchases made within  
2 the game.

3 54. In-game purchases can include, but are not limited to, cosmetic customizations for the  
4 player's character (e.g., hats, uniforms, hair styles), "boosters" that help their character perform better  
5 or progress faster within the game, and "season passes" that allow players to access exclusive in-  
6 game content.

7 55. Many of these in-game purchases are relatively low cost, leading to them being termed  
8 "microtransactions."

9 56. In-game items available for purchase are often heavily advertised to players through  
10 means such as in-game pop-up advertisements during gameplay, loading screens while users wait for  
11 gameplay to start, and in-game stores.

12 57. Many games also offer game-branded products such as toys, energy drinks, apparel,  
13 bedding, home goods, board games, and more.

14 58. Game developers that offer their games at no or low cost, such as Roblox and Fortnite,  
15 rely on these microtransactions to turn a profit. Indeed, the design and marketing strategy associated  
16 with such games is rooted, in part, in the theory that the revenue from the on-going microtransaction  
17 system will outweigh the revenue from a one-time-purchase game. That is because microtransaction  
18 spending can easily add up to hundreds, or even thousands, of dollars from an individual user.

19 59. Accordingly, modern gaming companies are enlisting Ph.D. behavioral psychologists  
20 and using research to implement programming into their games that will addict players with a goal  
21 of increasing the amount of time spent in game, thereby prolonging their exposure to in-game  
22 marketing for in-game purchases in order to improve the odds players will engage with micro-  
23 transactions that generate profits for the game developer.

24 **IV. Psychological Techniques and Programming Choices Game Developers Use to Create**  
25 **Addiction, Drive Microtransactions, and Increase Profits.**

26 **A. Operant Conditioning**

27 60. Modern game developers, including Defendants, employ(ed) and/or consult(ed) with  
28 child development experts and/or psychologists to assist with the design and development of their

1 games and/or gaming platforms, and to analyze the effects of game design on user behavior.

2 61. Upon information and belief, modern game developers, including Defendants, knew  
3 that minors were engaging with their Products and utilized their child development experts and/or  
4 psychologists to design their games to attract and addict minors to their Products.

5 62. Upon information and belief, the analyses performed by Defendants' behavioral  
6 experts and/or psychologists revealed that when video games that are programmed to incorporate  
7 "operant conditioning" that targets users' dopamine receptors, the operant conditioning triggers the  
8 users' desire to hyperfocus on using and overusing the Products.

9 63. "Operant conditioning" is a form of behavioral manipulation that uses rewards and  
10 punishments to influence behavior. Through operant conditioning, rewarded behavior is likely to  
11 occur more frequently, while the frequency of punished behavior decreases.

12 64. In the context of video games, video game developers including Defendants, relied  
13 upon these psychological analyses to program their games to employ operant conditioning in order  
14 to addict players and manipulate them into making profitable decisions for the game developers, such  
15 as spending more time playing their respective games and engaging in microtransactions.

16 **B. Development and Use of Patented Programming**

17 65. In addition to relying on their own studies to make programming decisions, game  
18 developers, including Defendants, developed, licensed, and otherwise utilized patented programming  
19 algorithms in their games that were intended to addict players, increase time spent in-game, and drive  
20 micro-transactions. By way of example:

- 21 a. U.S. Patent No. 20160005270-A1, is a "matchmaking" patent that uses historical  
22 player data and analytics to create a system for driving microtransactions in a  
23 multi-player game. This "matchmaking" patent is used in Products, like  
24 Defendants' at issue here, and can be summarized as a "system and method ...  
25 that drives microtransactions in multiplayer video games. The system may  
26 include a "microtransaction arrange match[]" to influence game-related purchases.  
27 For instance, the system may match a more expert/marquee player with a junior  
28 player to encourage the junior player to make game-related purchases of items

1 possessed/used by the marquee player. A junior player may wish to emulate the  
2 marquee player by obtaining weapons or other items used by the marquee player.”  
3 The system for driving microtransactions is comprised of a host computer having  
4 one or more physical processors programmed with computer program  
5 instructions that, when executed by the one or more physical processors, cause  
6 the host computer to: identify an in-game item that is relevant to a first player,  
7 but not yet possessed by the first player for gameplay in a multi-player game;  
8 identify a second player that possesses the in-game item; and match the first  
9 player and the second player to play in a gameplay session to encourage purchase  
10 of the in- game item by the first player, wherein the matching is based on: (i) the  
11 relevance of the in-game item to the first player, and (ii) the possession of the in-  
12 game item by the second player. This system is further programmed to determine  
13 that the first player has purchased the in-game item in relation to the gameplay  
14 session; determine a subsequent gameplay session that caters to use of the in-  
15 game item; and match the first player to play in the subsequent gameplay session  
16 to encourage future purchases.

17 b. U.S. Patent No. 9623335-B1 utilizes a “user spend parameter value” to  
18 “determine which users should be provided with access to an exclusive virtual  
19 section of the online game,” such as a virtual shop “present[ing] high-end, or  
20 expensive virtual items.” This prevents the game from losing the opportunity “to  
21 extract additional value from users inclined to spend money.”

22 c. U.S. Patent No. 9138639-B1 creates a dynamic pricing system which modifies  
23 the “pricing of in-game virtual items associated with [players’] experience and  
24 their progress in the game.” In this way, “while all players may receive a message  
25 for a particular item, the cost for each player may be more or less than other  
26 players based on the individual’s in-game statistics.”

27 d. U.S. Patent No. 9795886-B1 allows new users to purchase in-game support more  
28 cheaply than experienced users. Particularly, the system determines “prices for a

1 protection extension in an online game” based on “the user’s power and/or  
2 strength in a game.” This allows a less experienced player to “build up their  
3 strength in a game, thus promoting further player engagement.”

4 e. U.S. Patent No. 9403093-B2 is a “dynamic” pricing patent that encourages users  
5 to make purchases on multiple game devices or platforms by providing incentives  
6 for such “cross platform game play.” In particular, “[t]he system may monitor the  
7 player’s performance on a particular console and provide incentives to  
8 accomplish tasks through game play on a different platform than the player is  
9 currently operating to play the game.”

10 f. U.S. Patent No. 9626475-B1 creates an exclusive, time-limited, event-based  
11 currency. During such an event, players may acquire a second type of virtual  
12 currency in addition to other forms of virtual currency. The event-based currency  
13 may be purchased with real-world money, and after the event, the event-based  
14 currency may become unusable by or unavailable to the users.

15 g. U.S. Patent No. 9666026-B1 provides offers that “decrease in value based on  
16 previous acceptances of the offers” in order to create a sense of urgency in relation  
17 to the virtual items. Offers provided “may include a first offer having a first value  
18 that progressively decreases based on an amount of users that have previously  
19 accepted the first offer in order to incentivize early acceptance of the first offer.”

20 h. U.S. Patent No. 9808708-B1 adjusts “virtual item bundles made available to users  
21 of an online game based on user gameplay information.” This allows the game to  
22 increase the price of an item bundle for a user with less cost sensitivity associated  
23 with items that the user enjoys.

24 66. Upon information and belief, many game developers, including each Defendant,  
25 licenses one or more of the above technology patents, and/or other patents similar thereto, and  
26 incorporate said technology into their respective video game Products with the intention of creating  
27 addiction and profits.

28 ///



1           **C. Operant Conditioning, Patented Technology, and Game Design Choices**  
2           **Increase Time Spent In-Game and Revenue Generated by Microtransactions.**

3           67. Using operant conditioning and patented technology, video game developers,  
4 including Defendants, analyze the skill level and behavior of the user and customize their experience  
5 to maximize the time spent in-game, during which the user is bombarded with solicitations to  
6 purchase additional in-game downloadable game content.

7           68. In so doing, video game developers, including Defendants, exploit an information  
8 asymmetry between themselves and the user. This allows game developers, including the Defendants,  
9 to use their knowledge of the user's skill, game-related preferences, available funds, and/or playing  
10 and spending habits to present in-game downloads and purchase offers that are predetermined to  
11 maximize a user's expenditure of real money.

12           69. For example, in some instances, video game developers, including Defendants,  
13 increase the difficulty of the game as the player's skill increases, thereby increasing the amount of  
14 time it takes for the player to achieve repeated success. During the extra time it now takes for the  
15 player to achieve success, the player is exposed to repetitive advertisements for desirable in-game  
16 items that can be obtained through points earned over time through continued and prolonged  
17 gameplay or instantaneously using in-game or real-world currency.

18           70. Likewise, game developers, including Defendants, may offer "season passes" in which  
19 players can pay real-world money to obtain access to exclusive items that are available to be  
20 purchased for a limited time through points earned during game play. Game developers incentivize  
21 players that have purchased "season passes" to engage in prolonged game sessions during the  
22 "season" to earn sufficient points to collect each exclusive item. Once again, however, by design  
23 game difficulty is dynamic resulting in players needing to play longer to obtain the results they desire,  
24 all while being exposed to advertisements for additional in-game products.

25           71. Critical to the Defendants' revenue, such continued schemes with little to no  
26 restriction on the amount of spending in the payment interface also makes it easy for minor users to  
27 fail to understand the value of the actual money being spent which allows for more easeful and  
28 continuous spending of real money.

1           72.     These and other schemes—all of which the Defendants knowingly incorporate into  
2 the design features of the Products—use psychological mechanisms, behavioral psychology, and  
3 neuroscience to encourage repeated use and increased spending by users, especially minors who are  
4 vulnerable to these tactics and which serve to deepen their disordered or addicted use.

5     **V.    Addictive Game Design Features Cause Significant Harm to Minors**

6           73.     The human population most vulnerable to the combination of game developers’  
7 microtransaction methodology and addictive operant conditioning design features are minors. Minors  
8 who are neurodivergent are even more susceptible to becoming addicted. Video game developers,  
9 including Defendants, know this, but nonetheless purposefully design(ed) their games to exploit that  
10 vulnerable population, causing injury and detriment, including to Plaintiff IHG. Doing so has yielded  
11 the intended results: video game developers, including Defendants, have earned extraordinary  
12 financial revenue from this group of users as a result of placing their addictive Products targeted to  
13 minors into the stream of commerce.

14          74.     The Defendants knew or were aware, or should have known and should have been  
15 aware, that their Products were and are dangerous and harmful to users, particularly minors, when  
16 used as intended and in a reasonably foreseeable manner. In fact, the Defendants intentionally  
17 cause(d) and design(ed) their Products to most effectively cause users with developing brains to  
18 become addicted or disordered in their desire to use the Products. To that end, upon information and  
19 belief, the Defendants employ(ed) behavioral psychologists and/or neuroscientists to develop  
20 Products that incorporate design features premised upon psychological tactics engineered to keep  
21 users engaged in using the Products for longer and longer periods of time.

22          75.     The microtransactions and other technologies, designs, features, mechanisms,  
23 algorithms, artificial systems, programs, and other processes the Defendants incorporated into the  
24 Products were implemented in a manner such that users (and, when users are minors, their caretakers)  
25 do not understand and have no way of understanding (or uncovering through reasonable diligence)  
26 that their use of the Products involves engagement with intentionally addictive design features that  
27 are physically damaging to their brains and bodies, and financially rewarding to the Defendants.

28

1           76.     There is no meaningful disclosure of the addictive mechanisms and microtransactions  
2 in the Defendants' Products at the time they are purchased to allow prospective users to make  
3 informed decisions as to whether using the Products is desirable, appropriate, safe, or worth the  
4 potential risk.

5           77.     At all times material hereto, the Defendants targeted consumers/purchasers, including  
6 minors and specifically including Plaintiff IHG herein, to use the Products and engage via  
7 microtransactions whereby in-game perks are exchanged for real money through in-game targeted  
8 solicitations.

9           78.     Each of the Defendants, with knowledge of Plaintiff IHG's age and California  
10 residency, targeted IHG with manipulative programming to prolong use of their Products in hopes of  
11 inducing them to engage in microtransactions during their use of the Products. As a result of IHG's  
12 use of the Defendants' video game Products, and because of the addictive design features  
13 incorporated into the Products, IHG was injured and damaged as herein alleged.

## 14 **VI. Roblox**

### 15 **A. Roblox Gameplay Basics**

16           79.     Roblox is a video game and platform that was developed and published by Roblox  
17 Corp. The game was released in September of 2006.

18           80.     At present, Roblox has 88.9 million daily active users<sup>13</sup> and over 217 million monthly  
19 active users.

20           81.     More than 45% of the consumers playing Roblox are under age 13.<sup>14</sup>

21           82.     Roblox is available to play on gaming consoles, computers, tablets, and cellular  
22 devices.

23           83.     Roblox is an online game that is free to download and play, making it easily accessible  
24 to all users, including minors.

25           84.     Individuals that wish to play Roblox must create a Roblox account.

26 \_\_\_\_\_  
27 <sup>13</sup> Roblox Corp. Homepage, <https://corp.roblox.com/> (last visited Nov. 25, 2024).

28 <sup>14</sup> *The Roblox User Base*, Roblox Creator Hub, <https://create.roblox.com/docs/production/roblox-user-base> (last visited Aug. 23, 2024).

1           85.     In order to create a Roblox account, individuals must include a birthdate, username,  
2 and password.

3           86.     Users of any age can create a Roblox account, though users cannot enter a birthdate  
4 for any year after 2019. There is no requirement to verify age upon sign-up, so users can represent  
5 that they are younger or older than their actual age.

6           87.     Users are also not required to obtain parental consent to create a Roblox account nor  
7 to play Roblox.

8           88.     Roblox Corp. groups each game on its platform into four content-based categories:  
9 Minimal, Mild, Moderate, and Restricted. Once the user creates an account, the user can access almost  
10 all of Roblox’s content if they represent they are over 8 years old. If a user is under 9 years old, they  
11 are only able to view Minimal and Mild content. If the user indicates they are between the ages of 9  
12 and 17, the only content not accessible is content specifically marked as “Restricted”, which requires  
13 ID verification to view.

14           89.     After creating an account, all users are assigned a default player avatar – a cartoonish  
15 character that represents the individual user within certain games. This avatar can be customized with  
16 different outfits and appearances through in-game purchases made in the in-game Roblox store using  
17 in-game currency known as Robux.

18           90.     Robux can be obtained by (a) purchasing with real currency; (b) receiving a recurring  
19 stipend given to users with a Roblox Premium membership; and (c) earning from selling “game  
20 passes” or “developer Products” to other Roblox players.

21           91.     Robux sales, and the revenue generated therefrom, increase as the number of active  
22 daily and active monthly Roblox users increases.

23           92.     Roblox has hosted over 3.7 billion virtual transactions on its platform.<sup>15</sup>

24           93.     Roblox Corp. offers a Premium Membership option to users, which can be purchased  
25 with Robux. A Premium Membership offers users exclusive items and discounts, Premium-only  
26

27 \_\_\_\_\_  
28 <sup>15</sup>*Earning on Roblox*, Roblox Creator Hub, <https://create.roblox.com/docs/production/earning-on-roblox> (last visited Aug. 23, 2024).

1 levels within certain games, the ability to trade items with other users, and a stipend of Robux that  
2 defray the purchase cost of the Premium Membership.

3 94. Roblox gameplay is unique and different from many “traditional” games. When an  
4 individual “plays” Roblox, they open the Roblox program, where they are presented with myriad  
5 games (known as “experiences”) they can play.

6 95. These games are sorted into different genres/categories, including but not limited to:  
7 Sports, Role-Playing Games (RPG), Fighting, First Person Shooters (FPS), Horror, Comedy,  
8 Military, and Naval.

9 96. The games available to any particular user will vary based upon the age they entered  
10 when generating their account and Roblox’s algorithm that recommends games to the user.

11 97. While within the Roblox platform, players can jump back and forth between the games  
12 Roblox presents to each player.

13 98. Most games available on the Roblox platform were not directly made by Roblox Corp.  
14 Rather, the Roblox platform includes a game design feature whereby users can generate their own  
15 games and make them available on the Roblox platform for others to play.

16 **B. Roblox Corp.’s 2024 Changes to Safety Settings**

17 99. In November of 2024, Roblox Corp. announced “major updates to [its] safety systems  
18 and parental controls.”<sup>16</sup> It claimed these updates were implemented because “safety is and always  
19 has been foundation to everything [it does] at Roblox.”<sup>17</sup>

20 100. The changes Roblox Corp. made in 2024 included new labels for categories of content,  
21 changes to viewable content for each age group, parental controls for minors’ screen time usage, and  
22 a new minimum age at sign up.

23 101. Prior to the 2024 changes, Roblox Corp. allowed all users, regardless of age, to view  
24 any content other than that marked “17+” In fact, users as young as 2 or 3 could view any content on  
25 the platform that was not protected by age verification. Beginning in 2024, Roblox Corp. imposed

26 \_\_\_\_\_  
27 <sup>16</sup> *Major Updates to Our Safety Systems and Parental Controls*, Roblox Newsroom,  
28 [https://corp.roblox.com/newsroom/2024/11/major-updates-to-our-safety-systems-and-parental-  
controls](https://corp.roblox.com/newsroom/2024/11/major-updates-to-our-safety-systems-and-parental-controls) (last visited Nov. 25, 2024).

<sup>17</sup> *Id.*

1 stricter limits on the content viewable to users that represent they are younger than 9 years old. Even  
2 after these changes, however, users that represent they are older than 9 can still access all content not  
3 marked as “17+”.

4 102. Until 2024, Roblox Corp. did not provide parental controls for minors’ screen time  
5 and usage on Roblox. Roblox Corp. could have allowed parent-imposed time limits, but instead chose  
6 not to allow parents to set time limits on their minor’s Roblox account for over eighteen years of  
7 operation.

8 103. Until approximately September of 2024, Roblox Corp. allowed users to represent their  
9 age as young as one year old and have access to virtually all content on the platform. Even now,  
10 parents whose minors are over the age of 12 cannot set restrictions on spending limits, set time limits,  
11 change privacy settings, or manage friends and communication on their minor’s account.<sup>18</sup>

12 104. The implementation of these restrictions and changes by Roblox Corp. in 2024  
13 demonstrates its understanding of its responsibility to implement such restrictions and safety  
14 measures, and further, demonstrates how easily Roblox Corp. can implement restrictions and safety  
15 measures in general. These changes also demonstrate that Roblox Corp. has control over access to  
16 not only its platform, but the games users are able to access on its platform. The changes that Roblox  
17 Corp. implemented this year did not require game by game review by Roblox but instead were  
18 implemented as system-wide updates.

19 **C. Roblox’s Monetization of Addictive Game Design**

20 105. Roblox Corp. designed the game-creation aspect of its Product to allow users to create  
21 their own Roblox video games for play and purchase by other Roblox users, including minors.  
22 Though third parties create the games, Roblox Corp. profits from many of the games created on its  
23 platform.

24 106. Roblox Corp. constructed a “Creator Hub” on its website. The Creator Hub provides  
25 users with instructions (including “how-to” videos) from Roblox Corp. on how users can create their  
26

27  
28 <sup>18</sup> “17+” content is now known as “Restricted” content on Roblox.

1 own Roblox games and also provides users with tools that enable or facilitate creation of their own  
2 Roblox games.

3 107. Users that create their own games are referred to as “Creators” or “Developers.”

4 108. Roblox’s website boasts that its top ten Developers made, on average, \$30 million in  
5 the second quarter of 2024.<sup>19</sup>

6 109. Roblox Corp. reports its Developers collectively earned \$1.4 billion from 2022-  
7 2023.<sup>20</sup>

8 110. Roblox Corp. encourages creators to use the tools already available on its website to  
9 craft its creator-made games. To assist in teaching current and potential Developers how to utilize  
10 their tools and Roblox Studio, the Roblox Corp.’s Creator Hub includes literature under topics such  
11 as: “Publishing,” “Promotion,” and “Monetization.” The Creator Hub’s purpose is to teach potential  
12 creators “everything [they] need to know about creating on Roblox.”<sup>21</sup>

13 111. The “Monetization” topic on the Creator Hub includes literature on monetization  
14 strategies, immersive ads, subscriptions, passes, developer Products, avatar items, engagement-based  
15 payouts, paid access, and private servers.<sup>22</sup>

16 112. The Hub discusses “Engagement-Based Payouts,” which lets the Developer “earn  
17 Robux based on the share of time that Premium members engage in an experience.”<sup>23</sup>

18 113. Roblox Corp.’s Creator Hub encourages Developers to keep other users playing their  
19 game(s) for as long as possible to increase the Developer’s profits, and in turn, Roblox Corp.’s.

20 114. The Creator Hub provides instructions on how Developers can access their “payout  
21 data,” which will help the Developer “understand what factors drive Premium subscribers to [their]  
22 experiences.”<sup>24</sup> Analytics on the website provide data and insight to grow a Developer’s audience.<sup>25</sup>

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23  
24 <sup>19</sup> *Id.*

25 <sup>20</sup> *Id.*

26 <sup>21</sup> *Creation Overview*, Roblox Creator Hub, <https://create.roblox.com/docs/creation> (last visited  
27 Aug. 23, 2024).

28 <sup>22</sup> *Monetization*, Roblox Creator Hub, <https://create.roblox.com/docs/production/monetization> (last  
visited Aug. 23, 2024).

<sup>23</sup> *Products*, Roblox Creator Hub, [https://create.roblox.com/docs/production/monetization/engagement-based-  
payouts](https://create.roblox.com/docs/production/monetization/engagement-based-payouts) (last visited Dec. 2, 2024).

<sup>24</sup> *Id.*

<sup>25</sup> Roblox Creator Hub, <https://create.roblox.com/> (last visited Dec. 2, 2024).

1 115. One of the tools featured on Roblox’s Creator Hub is a “season pass.” As described  
2 above, a season pass allows players to pay real-world money to obtain access to exclusive items that  
3 are available to be purchased for a limited time through points earned during game play. Compl. ¶  
4 70. Roblox’s Creator Hub encourages the use of season passes to motivate players to continue playing  
5 Developers’ games, create a sense of urgency regarding items offered for the season, and create  
6 anticipation for the next season to keep players coming back.<sup>26</sup>

7 116. Roblox Corp. therefore encourages and gives step-by-step instructions for Developers  
8 to incorporate Roblox’s harmful and addictive algorithms, programming, and strategies, including  
9 microtransactions and games without warnings or time restrictions, as described hereafter, into each  
10 of their games resulting in Roblox Corp. earning significant profits from each game it helped design,  
11 host, and promote on its platform.

12 **D. Roblox Specifically Markets to Minors Yet Lacks Adequate Safety Features**

13 117. Roblox Corp. does not adequately inform users of the inherent risks involved with  
14 using and playing Roblox or that the Product was designed to make users play more to their potential  
15 harm.

16 118. Instead, Roblox Corp. provides users, potential users, and guardians false assurances  
17 of safety.<sup>27</sup> For example, Roblox Corp. states that:

- 18 a. it has “built a platform with safety at the foundation.”<sup>28</sup>  
19 b. it “spend[s] hundreds of millions of dollars each year to meet [its] safety  
20 mission.”<sup>29</sup>  
21 c. users should “learn about how Roblox’s commitment to safety and civility helps  
22 students grow.”<sup>30</sup>

24 \_\_\_\_\_  
25 <sup>26</sup> *Season Pass Design*, Roblox Creator Hub, <https://create.roblox.com/docs/production/game-design/season-pass-design> (last visited Sept. 3, 2024).

26 <sup>27</sup> Matt Kaufman, CFO, *Driving Civility and Safety for All Users*,  
27 <https://corp.roblox.com/newsroom/2024/07/driving-civility-and-safety-for-all-users> (last visited  
28 Aug. 23, 2024).

<sup>28</sup> *Education*, Roblox, <https://education.roblox.com/> (last visited Aug. 28, 2024).

<sup>29</sup> *Id.*  
<sup>30</sup> *Id.*

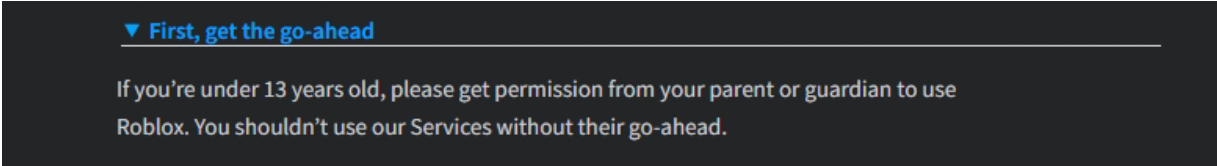


- 1 d. its age recommendations for its Product are “grounded in child development  
2 research and informed by industry standards,” essentially confirming its reliance  
3 on scientific research about adolescent development and content consumption.<sup>31</sup>  
4 e. its recommendations are created by “examin[ing] global industry standards and  
5 consult[ing] child development experts”<sup>32</sup>; and  
6 f. its Product is part of the “[n]ew era of teaching and learning,” and teaches  
7 educators how to “pilot Roblox in [their] class or school district,” assuring parents,  
8 educators, and students that its Product is safe for use of all ages.<sup>33</sup>

9 119. While Roblox does feature some parental controls in its Product, almost all of these  
10 parental controls can only be applied to minors’ accounts if the minor is under 13, despite Roblox  
11 Corp.’s alleged desire to create one of the safest online environments.

12 120. None of Roblox’s parental controls aside from content restrictions are required when  
13 a minor creates an account. A minor can easily create an account and bypass any parental controls if  
14 their guardian is unaware of the account or the ability to enable parental controls.

15 121. Roblox Corp. states on its website that<sup>34</sup>:

16  ▼ First, get the go-ahead

17 If you’re under 13 years old, please get permission from your parent or guardian to use  
18 Roblox. You shouldn’t use our Services without their go-ahead.

19 122. Despite its acknowledgement that users under 13 should not “use [its] services without  
20 their [guardian’s] go-ahead,” Roblox Corp. provides absolutely no safeguards or requirements of  
21 parental consent when making an account, even if that user represents they are under the age of 13.  
22 Further, this instruction regarding parental permission does not reasonably coexist with Roblox  
23 Corp.’s acknowledgement that its game was created for children.

24  
25  
26 <sup>31</sup> Allowed Experience Controls, Roblox, [https://en.help.roblox.com/hc/en-  
27 us/articles/8863284850196-Allowed-Experiences-Controls](https://en.help.roblox.com/hc/en-us/articles/8863284850196-Allowed-Experiences-Controls) (last visited Aug. 28, 2024).

28 <sup>32</sup> *Id.*

<sup>33</sup> *Education*, Roblox, <https://education.roblox.com/> (last visited Aug. 28, 2024).

<sup>34</sup> *Roblox Support*, Roblox, <https://en.help.roblox.com/hc/en-us> (last visited Aug. 28, 2024).

1 123. Roblox Corp. could, but chooses not to, require express parental consent for minors  
2 under 13 to create an account. Despite of its acknowledgement that minors should get permission  
3 from guardians before using its Product, Roblox Corp. fails to require parental consent.

4 124. Additionally, Roblox Corp. only allows a parent to enable parental controls through  
5 their minor’s account. To engage with/change any parental control settings or link a minor’s account  
6 to theirs, the parent must first know that the account exists, and subsequently know the log in  
7 information of their minor.<sup>35</sup>

8 125. Until 2024, Roblox Corp. did not provide parental controls for minors’ screen time  
9 and usage on Roblox. Roblox Corp. could have allowed parent-imposed time limits, but instead chose  
10 not to allow parents to set time limits on their minor’s Roblox account.

11 126. Roblox Corp. could, but does not, allow any users to set self-imposed time limits on  
12 their Roblox account.

13 127. Further, once a user reaches the age of 13, parents can no longer impose parental  
14 controls on their minor’s account.<sup>36</sup>

15 128. The only Roblox content that is restricted without ID verification is “Restricted  
16 content.” Though Roblox Corp. has imposed content limits on users under the age of 9, a minor under  
17 the age of 9 could easily create an account with a fictitious birth date representing they are over 8 and  
18 access most of Roblox’s games. Without age verification at account creation and/or to view specific  
19 content, a minor under 9 can easily bypass Roblox’s restrictions.

20 129. At account setup, Roblox’s website contains no warnings labels, banners, or  
21 messaging informing minor users of the known risks and harms stemming from the use of Roblox  
22 Corp.’s Product. Users are not provided with information regarding potential physical and mental  
23 harm associated with gameplay.

24 \_\_\_\_\_  
25 <sup>35</sup>Parents: How to Link Your Child’s Account, Roblox, [https://en.help.roblox.com/hc/en-](https://en.help.roblox.com/hc/en-us/articles/30428321333140-Parents-How-to-Link-Your-Child-s-Account)  
26 [us/articles/30428321333140-Parents-How-to-Link-Your-Child-s-Account](https://en.help.roblox.com/hc/en-us/articles/30428321333140-Parents-How-to-Link-Your-Child-s-Account) (last visited Nov. 25,  
2024).

27 <sup>36</sup>What Happens As I Get Older On Roblox?, Roblox Support, [https://en.help.roblox.com/hc/en-](https://en.help.roblox.com/hc/en-us/articles/30428367965460-What-happens-as-I-get-older-on-Roblox#:~:text=In%20most%20regions%2C%20after%20a,limits%20will%20no%20longer%20apply.)  
28 [us/articles/30428367965460-What-happens-as-I-get-older-on-](https://en.help.roblox.com/hc/en-us/articles/30428367965460-What-happens-as-I-get-older-on-Roblox#:~:text=In%20most%20regions%2C%20after%20a,limits%20will%20no%20longer%20apply.)  
[Roblox#:~:text=In%20most%20regions%2C%20after%20a,limits%20will%20no%20longer%20ap-](https://en.help.roblox.com/hc/en-us/articles/30428367965460-What-happens-as-I-get-older-on-Roblox#:~:text=In%20most%20regions%2C%20after%20a,limits%20will%20no%20longer%20apply.)  
[ply.](https://en.help.roblox.com/hc/en-us/articles/30428367965460-What-happens-as-I-get-older-on-Roblox#:~:text=In%20most%20regions%2C%20after%20a,limits%20will%20no%20longer%20apply.) (last visited Nov. 25, 2024).

1 130. During gameplay, there are no warnings labels, banners, or messaging informing  
2 minor users of the known risks and harms stemming from the use of Roblox Corp.’s Product. Users  
3 are not provided with information regarding potential physical and mental harm associated with  
4 gameplay.

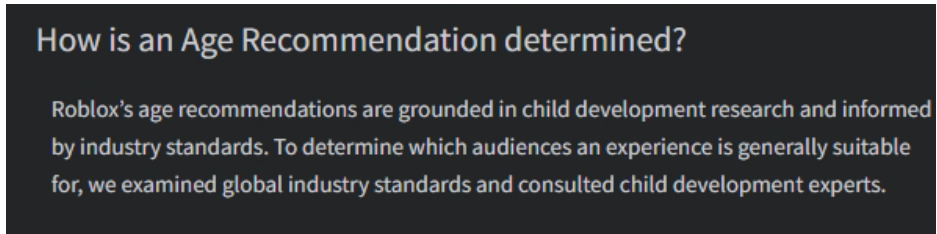
5 131. Roblox Corp., while touting safety as a core value of its company, chooses not to  
6 implement meaningful safety features, understanding that changes in parental controls and safety  
7 features will reduce time spent in-game and, ultimately, revenue.

8 **E. Roblox was Designed with Intentionally Placed, Addictive Features**

9 132. Roblox Corp. knows that minors and those who are susceptible to addiction are using  
10 its Product. Roblox Corp. knows its Product incorporates addictive designs that pose risks of causing  
11 users to develop dangerous and disordered use and overuse of the Product. In fact, Roblox Corp.  
12 developed addictive strategies, game designs, and monetization schemes and then instructed those  
13 developing “experiences” for its platform to incorporate those addictive features into their games  
14 that would be offered to minors. Nonetheless, Roblox Corp. chose to not inform the consuming public  
15 at large, users, or parents of minors who are users, of such risks.

16 133. Upon information and belief, Roblox Corp. designed Roblox and the addictive  
17 strategies, game designs, and monetization schemes offered in its game design studio in conjunction  
18 with psychologists, neuroscientists, and other behavioral experts to ensure the addiction of minor and  
19 neurodivergent users.

20 134. Roblox Corp. admits to consulting child development experts for aspects of game  
21 development:<sup>37</sup>



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28 <sup>37</sup> Allowed Experience Controls, Roblox, <https://en.help.roblox.com/hc/en-us/articles/8863284850196-Allowed-Experiences-Controls> (last visited Aug. 28, 2024).

1 135. Roblox Corp. actively employs or has employed psychologists and behavioral experts  
2 within its People Science and Analytics department and User Experiences department.<sup>38</sup>

3 136. The use of microtransactions within an otherwise free Product, a lack of warnings  
4 about the harms of use, no self-imposed limits on playtime, and other features described herein are  
5 all examples of Roblox Corp. employing these psychological tactics

6 137. Roblox Corp. designed Roblox with addictive properties to take advantage of the  
7 chemical reward system of a user's brain (especially a minor or neurodivergent person) to create  
8 addictive engagement, while knowing that abuse, compulsive use, and addiction in minors and  
9 neurodivergent individuals can lead to brain damage and injury, including but not limited to  
10 dissociative behavior, withdrawal symptoms, social isolation, negative consequences on cognitive  
11 processes, and other harmful effects.

12 138. Roblox Corp. did not inform the public that it designed Roblox with addictive  
13 psychological features to keep users playing more often and for longer periods of time, while knowing  
14 that abuse, addiction, and compulsive use by minors and neurodivergent individuals can lead to  
15 injury.

16 139. Roblox Corp. designed Roblox with addictive psychological features to keep users  
17 playing more often and for longer periods of time, while knowing that abuse, addiction, and  
18 compulsive use by minors and neurodivergent individuals can lead to brain damage and injuries but  
19 concealed this information from the public and Product users, including Plaintiff IHG.

20 140. Roblox Corp. misrepresented Roblox as safe for use by minors and neurodivergent  
21 individuals, while knowing it had been designed and developed with addictive psychological features  
22 to keep users playing Roblox more often and for longer periods of time, and while knowing that  
23 abuse, addiction, and compulsive use by minors can lead to injury, such that Roblox poses significant  
24 risk of harm to users.

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27 <sup>38</sup> See, e.g., Erica Snow, LINKEDIN, <https://www.linkedin.com/in/erica-snow-phd-75272b39> (last  
28 visited Sept. 4, 2024); Philip Simmons, LINKEDIN, <https://www.linkedin.com/in/philippsimmons>  
(last visited Sept. 4, 2024); Carissa Kang, LINKEDIN, <https://www.linkedin.com/in/carissakang>  
(last visited Sept. 4, 2024).

1 141. Roblox Corp. marketed Roblox as safe for all ages without warning of the addictive  
2 design and risk of injury associated with its video game Product and foreseeable use thereof, despite  
3 knowing that Roblox contained an inherent risk of abuse, addiction, and compulsive use by minors  
4 and the harms that arise therefrom, and that have been experienced by minors, including IHG.

## 5 **VII. Fortnite**

### 6 **A. Fortnite Gameplay Basics**

7 142. Fortnite is an online video game and game platform designed, developed, and  
8 published by Epic Games.

9 143. Fortnite is free to play, making it easily accessible to all users, including minors.

10 144. Fortnite was first released in 2017 and is now available in three distinct game mode  
11 versions that share the same general design and engine.

12 145. Fortnite: Battle Royale is a free-to-play battle royale game in which up to 100 users  
13 fight in a progressively shrinking arena to be the last person standing. Users can play alone, in a duo,  
14 or in a “squad” of 3-4 players. When users land “inside the game,” the user must scavenge for  
15 weapons, items, resources, and vehicles while trying to stay alive, attack, and eliminate other users.  
16 Battle Royale is frequently Fortnite’s most popular game and is the game mode to which many  
17 attribute Fortnite’s success.<sup>39</sup>

18 146. Fortnite: Save the World is a cooperative hybrid tower defense-shooter and survival  
19 game in which up to four users fight off zombie-like creatures and defend objects with traps and  
20 fortifications they can build. Users are awarded a number of in-game items from and during missions,  
21 including hero characters, weapon and trap schematics, and survivors, all of which can be leveled up  
22 through gained experience to improve their attributes. Save the World is the only pay-to-play game  
23 mode of the Fortnite franchise.

24 147. Fortnite Creative is a sandbox game mode in which users are given complete freedom  
25 to create worlds by spawning any item from Battle Royale on a personal island and can create games  
26 such as battle arenas, racecourses, platforming challenges, and more.

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28 <sup>39</sup> The Week Staff, *What is Fortnite and Why is it So Popular?*, The Week,  
<https://theweek.com/93700/fortnite-battle-royale-news> (Aug. 3, 2018).

1 148. Each of Epic Games' herein listed Fortnite Products has similar graphics, art assets,  
2 and game mechanics.

3 149. Fortnite has an average of 239 million monthly players and a peak of 15 million  
4 players in a day.<sup>40</sup>

5 150. Less than two years after Fortnite's release, the games had generated over \$9 billion  
6 in revenue through microtransactions and in-game purchases. In 2021 alone, Fortnite generated \$5.8  
7 billion in revenue.<sup>41</sup>

8 151. Fortnite game Products are monetized using V-Bucks: in-game currency that can be  
9 purchased with real-world funds or earned through completing missions and other achievements in  
10 Save the World.

11 152. Fortnite includes a feature called a "Battle Pass," which is the same feature as a  
12 "season pass" as described above. Compl. ¶ 70. The Battle Pass in Fortnite allows players to earn  
13 various rewards by "levelling up" the Pass. Levelling up can be done by earning medals during  
14 gameplay, completing challenges, and purchasing the levels with V-Bucks.<sup>42</sup> These features are only  
15 available if a user purchases a Battle Pass. The purpose of the Battle Pass is to keep players engaged  
16 in hours of gameplay trying to earn rewards, and to increase profits for Epic Games through the  
17 purchase of in-game content.

18 **B. Fortnite's Youth-Focused Partnerships Contradict Game Rating but Increase**  
19 **Profits**

20 153. Fortnite's Battle Royale and Save the World are rated T for Teen, *i.e.*, recommended  
21 for individuals aged 13 and above. This does not mean younger children cannot use them or that Epic  
22 Games does not know that children under 13 are using Fortnite Products. Rather, Epic Games is  
23 aware and markets Fortnite to consumers of all ages, and particularly to minors.

24 \_\_\_\_\_  
25 <sup>40</sup> This statistic is as of July 2023. *Fortnite Player Count: How Many People Play the Game?* The  
26 Econ. Times (Jul. 14, 2023), [https://economictimes.indiatimes.com/news/international/us/fortnite-  
player-count-how-many-people-play-the-game/articleshow/101767141.cms?from=mdr](https://economictimes.indiatimes.com/news/international/us/fortnite-player-count-how-many-people-play-the-game/articleshow/101767141.cms?from=mdr).

27 <sup>41</sup> Sunil Gill, *Fortnite Revenue, Player Count & Net Worth 2024*, Priori Data (Apr. 1, 2024),  
<https://prioridata.com/data/fortnite-statistics/>.

28 <sup>42</sup> *What is the Battle Pass? Where Can I Learn More?*, Fortnite Support,  
[https://www.epicgames.com/help/en-US/c-Category\\_Fortnite/c-Fortnite\\_Gameplay/what-is-the-  
battle-pass-where-can-i-learn-more-a000084706](https://www.epicgames.com/help/en-US/c-Category_Fortnite/c-Fortnite_Gameplay/what-is-the-battle-pass-where-can-i-learn-more-a000084706) (last visited Sept. 3, 2024).

1 154. Despite its T rating, survey results from 2019 show that 53% of U.S. children aged  
2 10-12 played Fortnite weekly, compared to 33% of U.S. teens aged 13-17.<sup>43</sup>

3 155. Even though most Fortnite games are rated T, Fortnite (specifically Battle Royale) has  
4 engaged in numerous collaborations with child-friendly entities such as Disney, LEGO, Marvel,  
5 NERF, Air Jordan, DC Comics, PAC-MAN, the NFL, Ninja, Rocket League, Ghostbusters, Star  
6 Wars, TRON, Neymar Jr., the NBA, LeBron James, Ariana Grande, Naruto, Naomi Osaka, Indiana  
7 Jones, Dragon Ball, Spiderman, Batman, TikTok, The Nightmare Before Christmas, Wreck-It Ralph,  
8 Lewis Hamilton, Teenage Mutant Ninja Turtles, Nike, Pirates of the Caribbean, and more.<sup>44</sup>

9 156. Most, if not all, of these collaborations are geared towards a wide audience that  
10 unmistakably includes minors under the age of 13. Many young children watch Disney movies, play  
11 with LEGOs, or listen to the music of pop stars like Ariana Grande. Epic Games is explicitly and  
12 intentionally marketing its Fortnite games to young children by collaborating with the above entities.

13 157. Not only does Epic Games engage in in-game collaborations, but they also have  
14 physical merchandise they produce or sponsor, most of which are toys or children's items. For  
15 example, Fortnite creates plastic toy loot boxes and battle boxes, action figures, NERF guns, trading  
16 cards, board games, motorized toy cars, LEGO sets, and Halloween costumes. Fortnite has partnered  
17 with children's toymakers like Hasbro to create some of these items.

18 158. Epic Games knows that young children play Fortnite.

19 159. Epic Games organizes its advertisement and collaboration strategies around the  
20 interests of young children. And in 2024, Epic Games' projected annual revenue is \$5.8 billion.<sup>45</sup> As  
21 a result of, in part, its partnership strategies, Epic Games will make a significant portion of that \$5.8  
22 billion from young children and their families, while its partnerships further encourage children under  
23 13 to keep using its Products.

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25 <sup>43</sup> National Research Group, *Fortnite: The New Social Media?* (June 4, 2019), available at  
[https://assets.ctfassets.net/0o6s67aqvwnu/5z4ja8fNx2NputEG49AVWs/ff1f591ad988f9a30856bab68e3908bb/NRG\\_Fortnite\\_White\\_Paper.pdf](https://assets.ctfassets.net/0o6s67aqvwnu/5z4ja8fNx2NputEG49AVWs/ff1f591ad988f9a30856bab68e3908bb/NRG_Fortnite_White_Paper.pdf).

26 <sup>44</sup> Josh Taylor, *Every Single Fortnite Collab & Crossover in Battle Royale's History*, Dexerto (Aug.  
27 26, 2024), <https://www.dexerto.com/fortnite/every-fortnite-collab-crossover-battle-royale-history-1645672/>.

28 <sup>45</sup> Josh Howarth, *Fortnite User and Growth Stats 2024*, Exploding Topics (Jul. 22, 2024),  
<https://explodingtopics.com/blog/fortnite-stats>.

1           **C.     Fortnite was Designed with Intentionally Addictive Features**

2           160. Epic Games designed Fortnite with numerous psychological tactics to take advantage  
3 of the chemical reward system of a user’s brain (especially a minor or neurodivergent person) and to  
4 create addictive engagement, while knowing that abuse, addiction, and compulsive use by minors and  
5 neurodivergent individuals can lead to injury, including but not limited to brain damage, dissociative  
6 behavior, withdrawal symptoms, social isolation, negative consequences on cognitive processes, and  
7 other harmful effects.

8           161. Epic Games actively employs or has employed psychologists and behavioral experts  
9 within its User Experiences department and Online department.<sup>46</sup>

10          162. Upon information and belief, Epic Games designed Fortnite in conjunction with  
11 psychologists and other behavioral experts to ensure the addiction of minor and neurodivergent users.

12          163. The use of microtransactions within an otherwise free Product, a lack of warnings  
13 about the harms of use, no self-imposed limits on playtime, and other features described herein are  
14 all examples of Epic Games employing these psychological tactics.

15          164. Epic Games failed to disclose that it designed the Fortnite Products with numerous  
16 psychological tactics to take advantage of the chemical reward system of a user’s brain (especially a  
17 minor or neurodivergent person) and to create addictive engagement, while knowing that abuse,  
18 addiction, and compulsive use by foreseeable users, *i.e.*, minors and neurodivergent individuals, can  
19 lead to brain damage, abuse, compulsive use, addiction, and other injury, and, as such, the Products  
20 pose significant risk of harm.

21          165. Epic Games knew that its Fortnite Products contained an inherent risk of abuse,  
22 addiction, and compulsive use by minors and the harms that arise therefrom, but instead of disclosing

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25 <sup>46</sup> See, e.g., Ben Taels, LINKEDIN, <https://www.linkedin.com/in/ben-taels-06913a15> (last visited  
26 Sept. 4, 2024); Celia Hodent, LINKEDIN, <https://www.linkedin.com/in/cehahodent> (last visited  
27 Sept. 4, 2024); *Video Games, Psychology, and the User Experience with Dr. Celia Hodent (Epic  
28 Games)*, NC State University Libraries, [https://www.lib.ncsu.edu/events/video-games-psychology-  
and-user-experience-dr-celia-hodent-epic-  
games#:~:text=Video%20Games%2C%20Psychology%2C%20and%20the,Games\)%20%7C%20NC%20State%20University%20Libraries](https://www.lib.ncsu.edu/events/video-games-psychology-and-user-experience-dr-celia-hodent-epic-games#:~:text=Video%20Games%2C%20Psychology%2C%20and%20the,Games)%20%7C%20NC%20State%20University%20Libraries) (Feb. 2, 2016); Katelyn Procci, LINKEDIN,  
<https://www.linkedin.com/in/katelynprocci> (last visited Sept. 4, 2024).



1 such harms, Epic Games marketed Fortnite as “educational” and safe for use by minors (inside and  
2 outside the classroom).

3 166. Epic Games misrepresented Fortnite as educational and safe for use by minors and  
4 neurodivergent individuals, including IHG, while knowing that abuse, addiction, and compulsive use  
5 by such Product users can lead to brain damage and injury, and knowing that it had designed and  
6 developed Fortnite to be as addictive as possible.

7 167. Epic Games did not inform and concealed from the public, including Plaintiff IHG,  
8 that Fortnite Products pose significant risks of harm to users due to Epic Games’ decision to design  
9 Fortnite to be as addictive as possible, while knowing that abuse, addiction, and compulsive use by  
10 minors and neurodivergent individuals can lead to brain damage and injury in those individuals.

11 **D. Fortnite Deceptively Promises Safety and Educational Value**

12 168. Epic Games assures users that it wants its Product to be a “safe place for [users] to  
13 play games.”<sup>47</sup>

14 169. Despite assurances of safety, the addictive properties and design features, as alleged  
15 herein, of the Fortnite game Products are so dangerous to users, and especially minors, that several  
16 health and behavioral centers across the country have published resources for parents specifically  
17 warning about Fortnite addiction.<sup>48</sup> Many health experts have concluded that Fortnite is more  
18 addictive than heroin and other illegal drugs.<sup>49</sup>

19 170. Despite these third-party warnings of the dangers of Fortnite, Epic Games has failed  
20 to disclose the risks of harm purposefully built into the Fortnite game Products.

21 171. Although Fortnite features some parental controls in its Product, they are grossly  
22 deficient. While minor accounts are automatically created with some restrictions on communication  
23 and other features, there is no age verification process. If a minor who is under 13 wants to sign up  
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25 <sup>47</sup> *Epic Games: Community Rules*, Epic Games, [https://www.epicgames.com/site/en-](https://www.epicgames.com/site/en-US/community-rules)  
26 [US/community-rules](https://www.epicgames.com/site/en-US/community-rules) (last visited Nov. 26, 2024).

27 <sup>48</sup> Rachel Ehmke, *A Parent’s Guide to Dealing With Fortnite*, Child Mind Institute,  
<https://childmind.org/article/parents-guide-dealing-fortnite/> (last visited Aug. 26, 2024).

28 <sup>49</sup> *Health Experts: Video Game “Fortnite” Can Be Addictive As Heroin*, KRON ABC 8 News (Sep.  
29, 2018), [https://www.wric.com/news/whats-trending/health-experts-video-game-fortnite-can-be-](https://www.wric.com/news/whats-trending/health-experts-video-game-fortnite-can-be-addictive-as-heroin/)  
[addictive-as-heroin/](https://www.wric.com/news/whats-trending/health-experts-video-game-fortnite-can-be-addictive-as-heroin/).

1 with a fictitious birth date, they can, and can play Fortnite without the restrictions of an account where  
2 the user represents they are under 13.

3 172. Fortnite could, but chooses not to, require express parental consent for minors under  
4 13 to create an account. If a minor under 13 creates an account, they can still access most game  
5 content and purchase items.

6 173. Fortnite imposes a daily spending limit on minors under 13, however, that limit is  
7 \$100 per *day*.<sup>50</sup> A minor under 13 could spend \$36,500 on Fortnite in a year without any parental  
8 consent or permission.

9 174. Guardians can access parental controls to change the automatic restrictions set by  
10 Fortnite if their minor is under 13, however, Fortnite only allows a parent to adjust parental controls  
11 for any minor account through their minor's account. To engage with/change any parental control  
12 settings, the parent must first know that the account exists, and subsequently know the log in  
13 information of their minor.

14 175. Fortnite does not provide parental controls regarding screen time, gameplay, and/or  
15 usage. Fortnite could, but chooses not to, allow parents to set time limits on their minor's Fortnite  
16 account. Fortnite also could, but does not, allow any users to set self-imposed time limits on their  
17 Fortnite account.

18 176. At account setup, Fortnite's website contains no warnings labels, banners, or  
19 messaging informing minor users of the known risks and harms stemming from the use of Epic  
20 Games' Product. Users are not provided with information regarding potential physical and mental  
21 harm associated with gameplay.

22 177. During gameplay, there are no warnings labels, banners, or messaging informing  
23 minor users of the known risks and harms stemming from the use of Epic Games' Product. Users are  
24 not provided with information regarding potential physical and mental harm associated with  
25 gameplay.

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27 <sup>50</sup> Daily Spending Limits For Players Under 13, Epic Games, [https://www.epicgames.com/help/en-](https://www.epicgames.com/help/en-US/c-Category_EpicAccount/c-EpicAccounts_ParentalControls/daily-spending-limits-for-players-under-13-a000085524)  
28 [US/c-Category\\_EpicAccount/c-EpicAccounts\\_ParentalControls/daily-spending-limits-for-players-](https://www.epicgames.com/help/en-US/c-Category_EpicAccount/c-EpicAccounts_ParentalControls/daily-spending-limits-for-players-under-13-a000085524)  
[under-13-a000085524](https://www.epicgames.com/help/en-US/c-Category_EpicAccount/c-EpicAccounts_ParentalControls/daily-spending-limits-for-players-under-13-a000085524) (last visited Aug. 26, 2024).

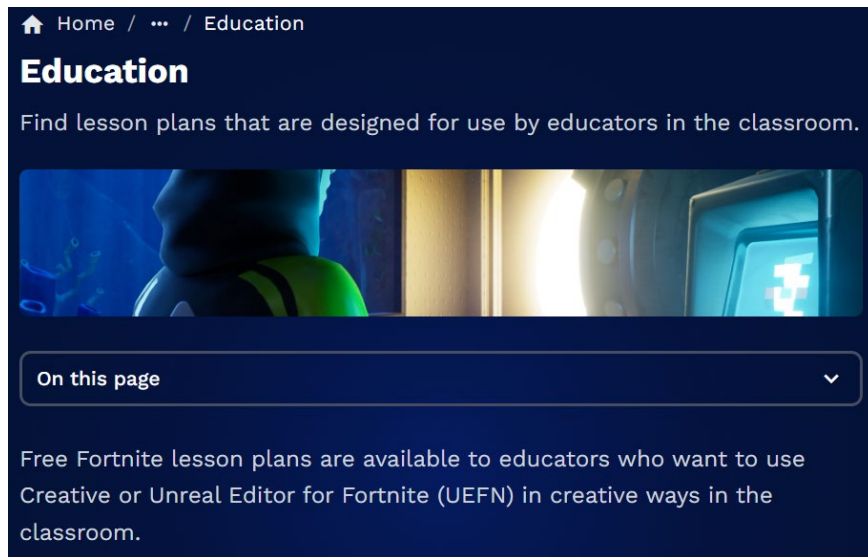
1 178. Epic Games designed and developed Fortnite games with the use of addictive operant  
2 conditioning to make users want to keep using the Products more and more.

3 179. The team that developed Fortnite includes psychologists, statisticians, analysts, and  
4 coordinators who worked for nearly four years to develop Products that were addictive as possible.

5 180. Upon information and belief, Epic Games has licensed patented addictive technologies  
6 from other video game developers and publishers to include additional addictive features in Fortnite  
7 Products.

8 181. Epic Games does not disclose to the public or the users of Fortnite any of the  
9 psychological tactics or addictive features it purposefully incorporates into its Products. Instead, Epic  
10 Games touts its Fortnite game Products as “educational” and markets them for use in the classroom.

11 182. On its website, Epic Games even offers “Free Fortnite lesson plans” to educators on  
12 subjects ranging from history, geography, and programming:<sup>51</sup>



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22 183. Epic Games joined the Family Online Safety Institute (“FOSI”) in 2023, stating they  
23 want to “support [FOSI’s] work to keep kids safe online.” Epic Games’ Senior Director of Public  
24 Policy represents Epic Games wants to “be on the forefront of creating fun and safe games and  
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26  
27

28 <sup>51</sup> Education, Epic Games, <https://dev.epicgames.com/documentation/en-us/fortnite-creative/education-in-fortnite-creative> (last visited Aug. 26, 2024).

1 experiences for people of all ages,” emphasizing its alleged focus on the importance of safety for  
2 children playing its games, including Fortnite.<sup>52</sup>

3 184. Engaging and addicting users who are minors early and in environments such as their  
4 classroom increases Epic Games’s revenue through continued use of its Fortnite Products by young  
5 users, at the expense of these users’ mental and physical health.

6 185. Epic Games does not adequately inform, or inform at all, users of the inherent risks  
7 involved with using Fortnite game Products, specifically including that Fortnite was designed to  
8 addict users to their extreme harm and detriment.

9 **PLAINTIFF-SPECIFIC ALLEGATIONS**

10 186. IHG is a 12-year-old minor who is addicted to video games; specifically, Roblox and  
11 Fortnite.

12 187. IHG began playing Defendants’ video games and using gaming Products when they  
13 were 8 years old.

14 188. At age 8, IHG began using Roblox on Xbox and quickly became addicted.

15 189. Currently, IHG is a twelve (12) year old who now has no interest in any activities  
16 besides from playing Roblox, Fortnite, and, previously, Minecraft. IHG used to enjoy playing  
17 football. Now, IHG becomes irritable when he does not have access to the Products including when  
18 he is at school. When IHG is not playing the above referred to games, he is thinking about playing  
19 the games constantly. IHG has lost friendships and has used money that was not his to purchase video  
20 games. IHG has no ability to control nor decrease his usage of video games despite numerous attempts  
21 to do so. IHG has an Individual Education Program (EIP) in progress and has sought outpatient  
22 counseling to help him decrease his usage and improve his mental health.

23 190. Each Defendant has engaged in deceptive, unfair, immoral, and reckless behavior that  
24 damaged and continues to harm Plaintiff IHG and countless other Californians and Americans. For  
25 this, Defendants should be punished, and punitive damages should be assessed against each  
26 Defendant for their respective misdeeds and unlawful conduct.

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28 <sup>52</sup> *Epic Games Joins the Family Online Safety Institute*, FOSI (Nov. 28, 2023),  
<https://www.fosi.org/about-press/epic-games-joins-the-family-online-safety-institute>.

1 191. IHG never agreed to be harmed or exposed to an addictive Product. Plaintiff never  
2 entered into a contract with any of the Defendants, and/or to the extent that any Defendant claims  
3 IHG attempted to accept an electronic terms and conditions clause by clicking buttons on a screen  
4 which included language Plaintiff did not understand, read, or language which was conscionable, and  
5 has been made void by virtue of its unconscionability and the power of disaffirmance. This  
6 unconscionability and disaffirmance is demonstrated and secured by the filing of this Complaint.

7 192. Specifically, to the extent that any Defendant claims Plaintiff IHG entered into a  
8 contract, any terms to which Plaintiff agreed are void and unenforceable. Each Defendant's terms of  
9 services or terms and conditions clauses is a contract of adhesion and has no variation or negotiable  
10 terms prior to the signing of parties. Further, Plaintiff, as a minor, lacked the capacity to contract, and  
11 thus expressly disaffirms any contract they may have made with any of the Defendants, or that  
12 Defendants may claim they made with IHG who has not reached the age of majority.

13 193. Plaintiff IHG's continued use of Defendants' Products, to the extent such use exists,  
14 is compulsive and due to IHG's addiction to using the Products. Plaintiff's continued use does not  
15 serve as an affirmation of any potential contract between the Parties.

16 **PLAINTIFF'S CLAIMS**

17 **COUNT I – STRICT PRODUCT LIABILITY – DESIGN DEFECT**

18 **(Against Defendants Roblox Corporation, Epic Games, and Does 1-50)**

19 194. Plaintiff IHG realleges and incorporates by reference each of the preceding paragraphs  
20 above as though set forth fully here.

21 195. At all relevant times, each Defendant was engaged in the business of designing,  
22 developing, managing, operating, testing, producing, manufacturing, labeling, marketing,  
23 advertising, promoting, controlling, supplying, leasing, selling, and/or otherwise distributing the  
24 video game Products used by IHG, which are defective and unreasonably dangerous.

25 196. The video game Products that each Defendant placed into the stream of commerce  
26 were defectively designed. The Products were designed to cause addictive and compulsive use,  
27 including by minors. The Products are not reasonably fit, suitable, or safe for their intended purpose.

28

1            197. The defective conditions of Roblox and Fortnite at all times relevant herein have  
2 rendered them unreasonably dangerous and/or not reasonably safe. The foreseeable risks outweigh  
3 the benefits associated with Defendants' designs.

4            198. Each Defendant's respective designs were present in the Products when the Products  
5 left the hands of Defendants and when they were released to the general public to be used in an  
6 intended and foreseeable manner.

7            199. Roblox and Fortnite, as designed, were unreasonably dangerous, posed a substantial  
8 likelihood of harm, and were therefore defective because of reasons enumerated in the Complaint,  
9 including, but not limited to, the use of operant conditioning methodology in game design, the use of  
10 microtransactions in game design, the creation of Products that do not contain warnings about the  
11 potential physical, mental, emotional, and/or developmental harm resulting from use of the Products,  
12 the creation of Products without safeguards such as time restrictions on gameplay, the creation of  
13 Products without proper minor age verification, and because the Products created failed to operate as  
14 a reasonable user would expect.

15            200. Each Defendant designed its Products to be addictive and take advantage of the  
16 chemical reward system of users' brains to establish compulsive use and addiction.

17            201. Each Defendant's respective Products were expected to and did reach Plaintiff IHG  
18 without substantial change in the condition in which they were designed, manufactured, labeled,  
19 marketed, promoted, supplied, and otherwise released into the stream of commerce.

20            202. IHG used Defendants' Products, Roblox and Fortnite, in an intended and reasonably  
21 foreseeable manner, and the Products were not materially altered prior to their use.

22            203. Each Defendant's respective defective Product was the direct and proximate cause of  
23 IHG's injuries and harm that include, but are not limited to, emotional distress, diminished social  
24 interactions, lack of interest in other hobbies, developmental delays, withdrawal symptoms such as  
25 rage, anger, and physical outbursts for IHG, and injuries and damages as a result.

26            204. IHG used Defendants' Products in their intended and reasonably foreseeable manner.  
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1           205. Each Defendant knew or, by the exercise of reasonable care, should have known that  
2 minors, including IHG, would use the Products without anyone inspecting the Products for addictive  
3 or other dangerous features.

4           206. Reasonable users of Defendants' Products would not expect, and Plaintiff IHG herein  
5 did not expect, that said Products would pose risks of severe physical, mental, and emotional harm.

6           207. Reasonable users of Defendants' Products would not expect that Defendants knew  
7 about risks of severe physical, mental, and emotional harm and nevertheless chose to place their  
8 Products into the stream of commerce.

9           208. Each Defendant could have utilized cost effective, reasonably feasible alternative  
10 designs to minimize these harms, such as by designing their respective Products without the harm-  
11 causing features listed above, while still providing an optimal gaming experience.

12           209. At the time each Defendant's Products were designed, developed, distributed to IHG,  
13 and played, safer alternative designs existed that were entirely feasible.

14           210. Each Defendant could have utilized cost effective, reasonably feasible alternative  
15 designs to minimize harm caused by their respective Products by implementing elements that include,  
16 but are not limited to:

- 17           a. Robust age verification;
  - 18           b. Effective parental controls;
  - 19           c. The removal of barriers to the enactment of parental controls;
  - 20           d. Warnings of health effects of use and extended use upon sign-up;
  - 21           e. Opt-in restrictions to the length and frequency of sessions;
  - 22           f. Self-limiting tools, including but not limited to session time notifications,  
23 warnings, or reports.
  - 24           g. Tools to restrict and/or block usage during certain times of day (such as during  
25 school hours or late at night);
  - 26           h. Limits for microtransactions; and
  - 27           i. Others as set forth herein.
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1           211. Instead, each Defendant designed Products that aggressively addict users with features  
2 that increase use time, frequency of use, and profit to each Defendant, all to the detriment of users'  
3 wellbeing.

4           212. Plaintiff IHG's injuries—physical, mental, emotional, and economic—were  
5 reasonably foreseeable to Defendants at the time of the Products' design, marketing, and operation.

6           213. Plaintiff IHG was injured as a direct and proximate result of each Defendant's  
7 placement of their respective Products into the stream of commerce, Plaintiff's use of the games as  
8 intended and designed, and the Products' defective design described herein. The defective designs of  
9 Roblox and Fortnite were the proximate cause of Plaintiff's harm.

10           214. As a direct and proximate result of each Defendant's material misrepresentations and  
11 false statements, Plaintiff IHG suffered significant injury, harm, damages, and economic loss, and  
12 will continue to suffer such harm, damages, and economic loss in the future. IHG's injuries are  
13 permanent and will require more medical care. Thus, Plaintiff seeks actual and punitive damages  
14 according to proof.

15                           **COUNT II – STRICT PRODUCT LIABILITY – FAILURE TO WARN**

16                           **(Against Defendants Roblox Corporation, Epic Games, and Does 1-50)**

17           215. Plaintiff IHG realleges and incorporates by reference all the foregoing allegations of  
18 every paragraph of this Complaint as if repeated in full here.

19           216. At all relevant times, each Defendant designed, developed, managed, operated,  
20 inspected, tested (or not), marketed, controlled, advertised, promoted, and or benefited from the  
21 Products and platforms that Plaintiff IHG used.

22           217. Defendants knew, or should have known, that ordinary consumers such as Plaintiff  
23 IHG would not have realized the potential risks of the Products. Roblox and Fortnite are highly  
24 addictive and likely to cause physical, mental, and emotional injuries as listed above.

25           218. Defendants knew, or should have known, that the use of Roblox and Fortnite was  
26 dangerous, harmful, and injurious when used by Plaintiff IHG in a reasonably foreseeable manner.

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1           219. Defendants knew that their Products are and were harmful, capable of causing and in  
2 fact were designed to cause compulsive, addictive use, particularly in minors, and that such use could  
3 result in severe physical, mental, and emotional injuries.

4           220. Defendants owed a duty to warn consumers of the foreseeable risks and dangers of the  
5 Products that the Defendants knew were present but not obvious or known to users, especially  
6 underage users, or their caregivers, or any average member of the consuming public.

7           221. Upon information and belief, Defendants failed to include a warning or an instruction  
8 regarding the herein identified risks and dangers of using Defendants' Products, including risks posed  
9 to minors who use the Products, in their intended and foreseeable manner.

10           222. None of each Defendant's respective Products, as identified herein, contain a warning,  
11 nor have they ever contained a warning, that their Products pose an unreasonable risk of harm and  
12 addiction to users, particularly minors.

13           223. Defendants' Products did not contain a warning when the Products left their  
14 possession.

15           224. Each Defendant breached their duty of care to provide timely and adequate warnings,  
16 instructions, and information, at least in the following circumstances:

- 17           a. failing to ensure the Products included warnings regarding their addictive  
18           design that were accurate, conspicuous, and adequate, despite having  
19           extensive knowledge of the risks associated with their use;
- 20           b. failing to conduct adequate pre-and-post-market safety testing such that an  
21           adequate warning could have been issued to users;
- 22           c. failing to include adequate and conspicuous warnings that would alert users  
23           to the dangerous risks of the Products, including but not limited to the risks  
24           of causing severe and life-altering physical, mental, and emotional disorders  
25           and behaviors in minors, especially those with neurodivergent qualities;
- 26           d. failed to issue warnings to consumers regarding the dangerous risks of the  
27           Products even after the sale and/or download of their Products; and  
28

1 e. representing that the Products were and are safe for use, when in fact, the  
2 Defendants knew or should have known that said Products were designed to  
3 cause minors to overplay them until they developed an addiction or  
4 disordered compulsion to use the Products, and as such are and were  
5 unreasonably dangerous for use when operated as was foreseeable and  
6 intended by the Defendants.

7 225. Moreover, each Defendant each breached its respective duty of care owed to Plaintiff  
8 IHG through their non-feasance, failure to act, and omissions in the development, setup, management,  
9 maintenance, operation, marketing, advertising, promotion, supervision, and control of their  
10 respective Products. Those breaches include:

- 11 a. utilizing information to design the Products to be more addictive and to target  
12 specific individuals based on information obtained and retained by Defendants  
13 and/or third-parties;
- 14 b. failing to implement effective parental controls;
- 15 c. failing to implement reasonably available means for users or their parents to  
16 monitor for and limit or deter their own excessive frequency or duration of use of  
17 Products, including patterns, frequency, or duration of use that are indicative of  
18 addiction, compulsive use, or overuse;
- 19 d. failing to implement reasonably available means to monitor for and limit or deter  
20 excessive overspending by minors on in-game downloadable Products and  
21 upgrades and in-game purchases and/or microtransactions; and
- 22 e. failing to implement reasonably available means to allow users or their parents to  
23 limit or deter use of Products by minors during ordinary times for school or sleep.

24 226. The failure of each Defendant to adequately warn about their defective Products  
25 created a danger of injuries described herein that were reasonably foreseeable at the time of the  
26 design, development, and dissemination of the Products.

27 227. A reasonable company under the same or similar circumstances would have warned  
28 and instructed Plaintiff IHG of the dangers.

1 228. Had Plaintiff IHG and/or Plaintiff's guardian received adequate warning about the  
2 risks of Defendants' Products, Plaintiff and/or Plaintiff's guardian would have heeded such warnings.

3 229. Plaintiff IHG was injured as a direct and proximate cause of each Defendant's failure  
4 to warn about their respective Products. Plaintiff would not have used the Products had they been  
5 aware that the Products could cause, among other things, stress, aggressive behavior, verbal memory  
6 deficiency, depression, lowered cognitive abilities, sleeping disorders, anxiety, and behavioral  
7 addiction disorders.

8 230. As a direct and proximate result of each Defendant's material misrepresentations and  
9 false statements, Plaintiff IHG suffered significant injury, harm, damages, and economic loss, and  
10 will continue to suffer such harm, damages, and economic loss in the future. IHG's injuries are  
11 permanent and will require more medical care and treatment in the future.

12 231. Each Defendant's actions and omissions as alleged in this Complaint were intentional,  
13 oppressive, malicious, reckless, wanton, fraudulent, beyond all standards of decency, and without  
14 regard for human life or Plaintiff's rights, thereby warranting the imposition of punitive damages.  
15 Thus, Plaintiff seeks actual and punitive damages according to proof.

16 **COUNT III – NEGLIGENCE – DESIGN**

17 **(Against Defendants Roblox Corporation, Epic Games, and Does 1-50)**

18 232. Plaintiff IHG realleges and incorporates by reference all the foregoing allegations of  
19 every paragraph of this Complaint as if repeated in full here.

20 233. At all relevant times, the Defendants designed, developed, managed, operated,  
21 inspected, tested (or not), marketed, controlled, advertised, promoted, and or benefited from the  
22 Products and platforms that Plaintiff IHG used.

23 234. Defendants knew, or should have known, that the use of Roblox and Fortnite was  
24 dangerous, harmful, and injurious when used by Plaintiff IHG in a reasonably foreseeable manner.

25 235. Defendants knew, or should have known, that ordinary consumers such as Plaintiff  
26 IHG would not have realized the potential risks and dangers of Roblox and Fortnite. By design,  
27 Roblox and Fortnite are highly addictive and likely to cause physical, mental, and emotional injuries  
28 as listed above.

1           236. Each Defendant owed a duty to all reasonably foreseeable users to design a safe  
2 Product.

3           237. Roblox and Fortnite as designed were unreasonably dangerous, posed a substantial  
4 likelihood of harm, and were therefore defective because of reasons enumerated in this Complaint,  
5 including, but not limited to, the use of operant conditioning methodology in game design, the use of  
6 microtransactions in game design, the creation of Products that do not contain warnings about the  
7 potential physical, mental, emotional, and developmental harm resulting from use of the Products,  
8 the creation of Products without safeguards such as time restrictions on gameplay, the creation of  
9 Products without proper minor age verification, and because the Products created failed to operate as  
10 a reasonable user would expect.

11           238. Defendants breached their duty by failing to use reasonable care in the design of their  
12 Products by negligently designing Roblox and Fortnite to specifically appeal to minors, who were  
13 particularly unable to appreciate the risks of the Products.

14           239. Defendants breached their duty by failing to use cost effective, reasonably feasible  
15 alternative designs that would make their Products less addictive and harmful to minors, including  
16 but not limited to:

- 17           a. Robust age verification;
  - 18           b. Effective parental controls;
  - 19           c. The removal of barriers to the enactment of parental controls;
  - 20           d. Warnings of health effects of use and extended use upon sign-up;
  - 21           e. Opt-in restrictions to the length and frequency of sessions;
  - 22           f. Self-limiting tools, including but not limited to session time notifications,  
23           warnings, or reports.
  - 24           g. Tools to restrict and/or block usage during certain times of day (such as during  
25           school hours or late at night);
  - 26           h. Limits for microtransactions; and
  - 27           i. Others as set forth herein.
- 28

1 240. Each Defendant breached their duty by failing to use cost effective, reasonably  
2 feasible alternative designs that could have reduced mental and physical harm to users, especially  
3 youth. Instead, Defendants designed Products that aggressively addict users with features that  
4 increase addictiveness, use time, frequency of use, and engagement with the Products.

5 241. A reasonable company under the same or similar circumstances would have designed  
6 a safer product.

7 242. As a direct and proximate result of each Defendant's material misrepresentations and  
8 false statements, , Plaintiff IHG suffered significant injury, harm, damages, and economic loss, and  
9 will continue to suffer such harm, damages, and economic loss in the future. IHG's injuries are  
10 permanent and will require more medical care and treatment in the future.

11 243. Each Defendant's actions and omissions as alleged in this Complaint were intentional,  
12 oppressive, malicious, reckless, wanton, fraudulent, beyond all standards of decency, and without  
13 regard for human life or Plaintiff's rights, thereby warranting the imposition of punitive damages.  
14 Thus, Plaintiff seeks actual and punitive damages according to proof.

15 **COUNT IV – NEGLIGENCE – FAILURE TO WARN**

16 **(Against Defendants Roblox Corporation, Epic Games, and Does 1-50)**

17 244. Plaintiff IHG realleges and incorporates by reference all the foregoing allegations of  
18 every paragraph of this Complaint as if repeated in full here.

19 245. At all relevant times, Defendants designed, developed, managed, operated, inspected,  
20 tested (or not), marketed, controlled, advertised, promoted, and or benefited from the Products and  
21 platforms that Plaintiff IHG used.

22 246. Defendants knew, or should have known, that the use of their Products was dangerous,  
23 harmful, and injurious when used by Plaintiff IHG in a reasonably foreseeable manner.

24 247. Each Defendant knew or, by the exercise of reasonable care, should have known that  
25 its respective Products posed risks of harm to youth. These risks were known and knowable  
26 considering each Defendants' own internal information and knowledge regarding its Products at the  
27 time of the Products' development, design, marketing, promotion, advertising, and distribution to  
28 IHG.

1           248. Defendants knew, or should have known, that ordinary consumers such as Plaintiff  
2 IHG would not have realized the potential risks and dangers of Defendants' Products. Roblox and  
3 Fortnite are highly addictive and likely to cause physical, mental, and emotional injuries as listed  
4 above.

5           249. None of Defendants' Products, as identified herein, contain a warning, nor have they  
6 ever contained a warning, that their Products pose an unreasonable risk of harm and addiction to  
7 users, particularly minors. Defendants' Products did not contain a warning when the Products left  
8 their possession.

9           250. Had Plaintiff IHG and/or Plaintiff's guardian received adequate warning about the  
10 risks of Defendants' Products, Plaintiff and/or Plaintiff's guardian would have heeded such warnings.

11           251. Each Defendant had a duty to give reasonable and adequate warning of dangers  
12 inherent or reasonably foreseeable in the use of its Product in a manner which the manufacturer should  
13 reasonably foresee.

14           252. Defendants breached their duties owed to foreseeable users. That breach includes a  
15 failure to warn users that Defendants' respective Products cause addiction, compulsive use, and/or  
16 other physical, mental, emotional, and developmental delay injuries.

17           253. A reasonable company under the same or similar circumstances would have used  
18 reasonable care to provide adequate warnings to consumers, and parents of minor consumers.

19           254. As a direct and proximate result of Defendants' breach of duty to provide adequate  
20 warnings, Plaintiff IHG was harmed and sustained the injuries set forth herein.

21           255. As a direct and proximate result of each Defendant's material misrepresentation and  
22 false statements, Plaintiff IHG suffered significant injury, harm, damages, and economic loss, and  
23 will continue to suffer such harm, damages, and economic loss in the future. IHG's injuries are  
24 permanent and will require more medical care and treatment in the future

25           256. Each Defendant's actions and omissions as alleged in this Complaint were intentional,  
26 oppressive, malicious, reckless, wanton, fraudulent, beyond all standards of decency, and without  
27 regard for human life or Plaintiff IHG's rights, thereby warranting the imposition of punitive  
28 damages. Thus, Plaintiff seeks actual and punitive damages according to proof.

1 **COUNT V – NEGLIGENCE – ORDINARY**

2 **(Against Defendants Roblox Corporation, Epic Games, and Does 1-50)**

3 257. Plaintiff IHG realleges and incorporates by reference all the foregoing allegations of  
4 every paragraph of this Complaint as if repeated in full here.

5 258. Defendants had a duty to exercise reasonable care and caution for the safety of  
6 individuals using their Products, including IHG.

7 259. Defendants, in their role as product designers, developers, manufacturers, marketers,  
8 and sellers, and otherwise engaging in activity culminating in placing their Products into the stream  
9 of commerce, owed a duty to exercise ordinary care in placing the Products into the stream of  
10 commerce.

11 260. Defendants' duties include a duty to warn users of the hazards of using their Products,  
12 which Defendants knew were present in their Products, though such hazards were not obvious to  
13 users and particularly not so to minor users.

14 261. Defendants' duties also include a duty to exercise ordinary care and act as a reasonably  
15 careful company would under the circumstances.

16 262. Each Defendant created harmful and addictive Products and failed to engage in the  
17 development of safer alternative games and/or platforms.

18 263. For their own profit, each Defendant chose not to engage in the development of a safer  
19 alternative game and/or platform.

20 264. Each Defendant was negligent, reckless, and/or careless in failing to exercise ordinary  
21 care.

22 265. Defendants' failure to act in developing a safer alternative game and/or platform  
23 constitutes a breach of their duty of reasonable care.

24 266. Defendants knew, or should have known, that their Products are harmful, capable of  
25 causing extensive physical, mental, emotional, and financial or economic harm and damage, and that  
26 minor users are developing disordered and addicted use.

27 267. Defendants were and are negligent in failing to provide adequate warnings about the  
28 dangers associated with using their Products and in failing to warn users, and the parents of users

1 who are minors, including IHG, about how and when, if ever, to safely use their Products.

2 268. Defendants were and are negligent in failing to provide users, and their caregivers in  
3 the case of users who are minors, including IHG, the tools to ensure that their Products are used in a  
4 limited and safe manner.

5 269. As a result of Defendants' breach of the herein identified duties and resulting  
6 negligence, Plaintiff IHG suffered severe physical and mental harm, as well as economic damages,  
7 from Plaintiff's use of Defendants' Products.

8 270. Defendants' breach of duty of care to Plaintiff IHG was a substantial factor in causing  
9 harm to Plaintiff and is the actual and proximate cause of said harm.

10 271. As a direct and proximate result of each Defendant's material misrepresentations and  
11 false statements, Plaintiff IHG suffered significant injury, harm, damages, and economic loss, and  
12 will continue to suffer such harm, damages, and economic loss in the future. IHG's injuries are  
13 permanent and will require more medical care and treatment in the future.

14 272. Each Defendant's actions and omissions as alleged in this Complaint were intentional,  
15 oppressive, malicious, reckless, wanton, fraudulent, beyond all standards of decency, and without  
16 regard for human life or Plaintiff's rights, thereby warranting the imposition of punitive damages.  
17 Thus, Plaintiff seeks actual and punitive damages according to proof.

18 **COUNT VI – STATUTORY NEGLIGENCE**

19 **(Cal. Civ. Code § 1714)**

20 **(Against Defendants Roblox Corporation, Epic Games, and Does 1-50)**

21 273. Plaintiff IHG realleges and incorporates by reference all the foregoing allegations of  
22 every paragraph of this Complaint as if repeated in full here.

23 274. Defendants had a duty to exercise reasonable care and caution for the safety of  
24 individuals using their Products, including IHG.

25 275. Defendants, in their role as product designers, developers, manufacturers, marketers,  
26 and sellers, and otherwise engaged in activity culminating in placing their Products into the stream  
27 of commerce, owed a duty to exercise ordinary care and act as a reasonably careful company would  
28 under the circumstances.



1           276. Defendants owed a duty to avoid engaging in conduct they knew, or reasonably should  
2 have known, would cause injury to their users, including Plaintiff IHG.

3           277. Each Defendant created harmful and addictive Products and failed to engage in the  
4 development of safer alternative games and/or platforms.

5           278. For their own profit, each Defendant chose not to engage in the development of a safer  
6 alternative game and/or platform.

7           279. Each Defendant was negligent, reckless, and/or careless in failing to exercise ordinary  
8 care.

9           280. Defendants' failure to act in developing a safer alternative game and/or platform  
10 constitutes a breach of their duty of reasonable care.

11           281. Defendants knew, or should have known, that their Products are harmful, capable of  
12 causing extensive physical, mental, emotional, and financial or economic harm and damage, and that  
13 minor users are developing disordered and addicted use.

14           282. Defendants were and are negligent in failing to provide users, and their caregivers in  
15 the case of users who are minors, including IHG, the tools to ensure that their Products are used in a  
16 limited and safe manner.

17           283. As a result of Defendants' breach of the herein identified duties and resulting  
18 negligence, Plaintiff IHG suffered severe physical, mental, and emotional harm, as well as economic  
19 damages, from Plaintiff's use of Defendants' Products.

20           284. Defendants' breach of duty of care to Plaintiff IHG was a substantial factor in causing  
21 harm to Plaintiff and is the actual and proximate cause of said harm.

22           285. As a direct and proximate result of each Defendant's material misrepresentations and  
23 false statements, Plaintiff IHG suffered significant injury, harm, damages, and economic loss, and  
24 will continue to suffer such harm, damages, and economic loss in the future. IHG's injuries are  
25 permanent and will require more medical care and treatment in the future.

26           286. Each Defendant's actions and omissions as alleged in this Complaint were intentional,  
27 oppressive, malicious, reckless, wanton, fraudulent, beyond all standards of decency, and without  
28 regard for human life or Plaintiff IHG's rights, thereby warranting the imposition of punitive

1 damages. Thus, Plaintiff seeks actual and punitive damages according to proof.

2 **COUNT VII – INTENTIONAL MISREPRESENTATION**

3 **(Cal. Civ. Code § 1710(1))**

4 **(Against Defendants Roblox Corporation, Epic Games, and Does 1-50)**

5 287. Plaintiff IHG realleges and incorporates by reference all the foregoing allegations of  
6 every paragraph of this Complaint as if repeated in full here.

7 288. At all relevant times, Defendants designed, developed, managed, operated, inspected,  
8 tested (or not), marketed, controlled, advertised, promoted, and or benefited from the Products and  
9 platforms that Plaintiff IHG used.

10 289. As detailed herein, Defendants knew about the defective conditions of their respective  
11 Products and that the Products posed serious health risks to users, particularly minors.

12 290. Defendant Roblox Corp. designed Roblox with addictive psychological features to  
13 keep users playing more often and for longer periods of time, while knowing that abuse and  
14 compulsive use by youth can lead to injury, but concealed this information from the public and  
15 Product users, including Plaintiff IHG.

16 291. Defendant Epic Games designed Fortnite with addictive psychological features to  
17 keep users playing more often and for longer periods of time, while knowing that abuse and  
18 compulsive use by youth can lead to injury, but concealed this information from the public and  
19 Product users, including Plaintiff IHG.

20 292. Defendants knew of the risks associated with the use of their respective Products based  
21 on internal research and external studies known within the industry.

22 293. Each Defendant could have disclosed the defective condition of their respective  
23 Products to the public and could have advised that the Products posed serious health risks to users,  
24 particularly youth. No Defendant took such action; instead, each Defendant opted to omit the safety  
25 risks from any disclosures of marketing practices.

26 294. Defendants knowingly and intentionally misrepresented that their Products were safe  
27 for use, and safe as an educational tool, to further entice users to continue engaging with their  
28 Products, including Plaintiff IHG.

1           295. Defendant Roblox Corp. stated that it has “built a platform with safety at the  
2 foundation,” that it has a “commitment to safety and civility,” and that it consulted “child  
3 development experts” in creating recommendations for its Product.

4           296. Defendant Epic Games stated that it wants its Product to be a “safe place for [users]”  
5 and that its Product is educational and safe for use in classrooms.

6           297. Each Defendant intended for users, including Plaintiff IHG, to rely on their  
7 representations that their respective Products were safe for use to keep users engaging with their  
8 Products and increase their profits, and purposefully marketed their Products to minors for that  
9 reason.

10          298. However, each Defendant had no reasonable grounds to believe that their respective  
11 Products were safe given the internal and external research on addiction and given the global  
12 recognition of video game addiction. Each Defendant knowingly made false statements about the  
13 safety of their respective Products.

14          299. Defendants failed to disclose to users, including Plaintiff IHG, that their Products are  
15 designed to create and sustain addiction.

16          300. Defendants intentionally failed to disclose to users the strategies and features designed  
17 and employed in their Products to create and sustain addiction.

18          301. Defendants intentionally failed to disclose their addictive strategies and features to  
19 entice users to continue gameplay and increase profits.

20          302. Defendants affirmatively represented that their Products were safe for use, particularly  
21 for minors, while they simultaneously knew that their Products caused addiction and compulsive use.

22          303. Defendants intended for users, including Plaintiff IHG, to rely on their representations  
23 that their Products were safe for use in order to keep users engaging with their Products and increase  
24 their profits, and purposefully marketed their Products to minors for that reason.

25          304. If each Defendant had not concealed, omitted, and misrepresented facts regarding the  
26 safety of their Products, EVETTE GIBSON would not have allowed IHG to use each Defendant’s  
27 Products and Plaintiff IHG would not have purchased, downloaded, played, continued to use, and/or  
28 purchased each Defendant’s game content.



1 platforms that Plaintiff IHG used.

2 313. As detailed herein, Defendants knew about the defective conditions of their respective  
3 Products and that the Products posed serious health risks to users, particularly minors.

4 314. Defendant Roblox Corp. designed Roblox with addictive psychological features to  
5 keep users playing more often and for longer periods of time, while knowing that abuse and  
6 compulsive use by youth can lead to injury but concealed this information from the public and Product  
7 users, including Plaintiff IHG.

8 315. Defendant Epic Games designed Fortnite with addictive psychological features to  
9 keep users playing more often and for longer periods of time, while knowing that abuse and  
10 compulsive use by youth can lead to injury but concealed this information from the public and Product  
11 users, including Plaintiff IHG.

12 316. Defendants knew of the risks associated with the use of their Products based on  
13 internal research and external studies known within the industry.

14 317. Each Defendant could have disclosed the defective condition of their respective  
15 Products to the public and could have advised that the Products posed serious health risks to users,  
16 particularly youth. No Defendant took such action; instead, each Defendant opted to omit the safety  
17 risks from any disclosures of marketing practices.

18 318. Defendants knowingly and intentionally misrepresented that their Products were safe  
19 for use, and safe as an educational tool, to further entice users to continue engaging with their  
20 Products, including Plaintiff IHG.

21 319. Defendant Roblox Corp. stated that it has “built a platform with safety at the  
22 foundation,” that it has a “commitment to safety and civility,” and that it consulted “child  
23 development experts” in creating recommendations for its Product.

24 320. Defendant Epic Games stated that it wants its Product to be a “safe place for [users]”  
25 and that its Product is educational and safe for use in classrooms.

26 321. Each Defendant intended for users, including Plaintiff IHG, to rely on their  
27 representations that their respective Products were safe for use to keep users engaging with their  
28 Products and increase their profits, and purposefully marketed their Products to minors for that

1 reason.

2 322. However, each Defendant had no reasonable grounds to believe that their respective  
3 Products were safe given the internal and external research on addiction and given the global  
4 recognition of video game addiction. Each Defendant made false statements about the safety of their  
5 respective Products.

6 323. Defendants failed to disclose to users, including Plaintiff IHG, that their Products are  
7 designed to create and sustain addiction.

8 324. Defendants failed to disclose to users the strategies and features designed and  
9 employed in their Products to create and sustain addiction.

10 325. Defendants failed to disclose their addictive strategies and features to entice users to  
11 continue gameplay and increase profits.

12 326. Defendants affirmatively represented that their Products were safe for use, particularly  
13 for minors, while they simultaneously knew, or reasonably should have known, that their Products  
14 caused addiction and compulsive use.

15 327. Defendants intended for users, including Plaintiff IHG, to rely on their representations  
16 that their Products were safe for use to keep users engaging with their Products and increase their  
17 profits, and purposefully marketed their Products to minors for that reason.

18 328. If each Defendant had not concealed, omitted, and misrepresented facts regarding the  
19 safety of their Products, EVETTE GIBSON would not have allowed IHG to use Defendants' Products  
20 and Plaintiff IHG would not have purchased, downloaded, played, continued to use, and/or purchased  
21 Defendant's game content.

22 329. Plaintiff IHG was unaware of Defendants' intentional design and failure to warn about  
23 their addictive Products. Plaintiff relied on Defendants' representations that their Products were safe  
24 for use, particularly for minors.

25 330. Plaintiff IHG reasonably relied on Defendants' representations and did not know, nor  
26 had any way of knowing, about the misrepresentations about Defendants' Products.

27 331. A reasonable person, including Plaintiff IHG, would find information that impacted  
28 the users' health, safety, and well-being – such as the serious adverse health risks associated with the

1 use of Defendants' Products – to be important when deciding whether to use, or to continue to use,  
2 those Products. Thus, Plaintiff IHG justifiably relied on each Defendant's misrepresentations that the  
3 Products were safe when purchasing, downloading, playing, continuing to use, and/or purchasing  
4 downloadable game content.

5 332. Because of Plaintiff IHG's reasonable reliance on each Defendant's representations,  
6 Plaintiff sustained physical, psychological, and developmental harm, as well as damages.

7 333. Defendants' misrepresentations were a substantial factor in causing harm to Plaintiff  
8 IHG, who suffered significant injury, harm, damages, and economic loss, and will continue to suffer  
9 such harm, damages, and economic loss in the future. Thus, Plaintiff seeks actual damages according  
10 to proof.

### 11 **COUNT IX – FRAUD**

#### 12 **(Against Defendants Roblox Corporation, Epic Games, and Does 1-50)**

13 334. Plaintiff IHG realleges and incorporates by reference all of the foregoing allegations  
14 as if repeated in full here.

15 335. At all relevant times, each Defendant was engaged in the business of designing,  
16 developing, managing, operating, testing, producing, manufacturing, labeling, marketing,  
17 advertising, promoting, controlling, supplying, leasing, selling, and otherwise distributing the  
18 Products used by IHG.

19 336. As detailed herein, each Defendant knew about the defective conditions of its Products  
20 and that the Products posed serious health risks to users, particularly minors, young adults, and  
21 neurodivergent individuals.

22 337. Each Defendant knew their Products posed risks to minors, like IHG, based on internal  
23 research and external studies known in the industry and to each Defendant; yet each Defendant  
24 misrepresented the safety and value of their games for the purpose of inducing users, like IHG, to  
25 purchase/download the game and to continue using Defendants' Products and encourage the  
26 addiction knowingly caused by Defendants' Products.

27 338. Defendant Roblox Corp. designed Roblox with addictive psychological features to  
28 keep users playing more often and for longer periods of time, while knowing that abuse and

1 compulsive use by youth can lead to injury but concealed this information from the public and Product  
2 users, including Plaintiff IHG.

3 339. Defendant Epic Games designed Fortnite with addictive psychological features to  
4 keep users playing more often and for longer periods of time, while knowing that abuse and  
5 compulsive use by youth can lead to injury but concealed this information from the public and Product  
6 users, including Plaintiff IHG.

7 340. Each Defendant could have disclosed the defective condition of their Products to the  
8 public and could have advised that the Products posed serious health risks to users, particularly youth.  
9 No Defendant took such action; instead, each Defendant opted to omit the safety risks from any  
10 disclosures or marketing practices.

11 341. Defendants knowingly and intentionally misrepresented that their Products were safe  
12 for use to further entice users to continue engaging with their Products, including Plaintiff IHG.

13 342. Each Defendant intended for users, including Plaintiff IHG, to rely on their  
14 representations that their respective Products were safe for use to keep users engaging with their  
15 Products and increase their profits, and purposefully marketed their Products to minors for that  
16 reason.

17 343. If Defendants had not concealed, omitted, and misrepresented facts regarding the  
18 safety of their Products, EVETTE GIBSON would not have allowed IHG to use Defendants' Products  
19 and would not have purchased, downloaded, played, continued to use, and/or purchased Defendants'  
20 game content.

21 344. However, each Defendant had no reasonable grounds to believe that their respective  
22 Products were safe given the internal and external research on addiction and given the global  
23 recognition of video game addiction. Each Defendant knowingly made false statements about the  
24 safety of their respective Products.

25 345. As a direct and proximate result of each Defendant's material omissions, Plaintiff IHG  
26 had no reason to believe that each of Defendant's Products were unsafe for children to use.

27 346. IHG reasonably relied on Defendants' misrepresentations that each of their Products  
28 was safe for use.



1           347. A reasonable person, including Plaintiff IHG, would find information that impacted  
2 the users' health, safety, and well-being – such as the serious adverse health risks associated with the  
3 use of Defendants' Products – to be important when deciding whether to use, or to continue to use,  
4 those Products. Thus, Plaintiff IHG justifiably relied on each Defendant's misrepresentations that the  
5 Products were safe when purchasing, downloading, playing, continuing to use, and/or purchasing  
6 downloadable game content.

7           348. As a direct and proximate result of each Defendant's material misrepresentations and  
8 false statements, Plaintiff IHG suffered significant injury, harm, damages, and economic loss, and  
9 will continue to suffer such harm, damages, and economic loss in the future. IHG injuries are  
10 permanent and will require more medical care and treatment in the future.

11           349. Each Defendant's actions and omissions as alleged in this Complaint were intentional,  
12 oppressive, malicious, reckless, wanton, fraudulent, beyond all standards of decency, and without  
13 regard for human life or Plaintiff IGH's rights, thereby warranting the imposition of punitive  
14 damages. Thus, Plaintiff seeks actual and punitive damages according to proof.

15           **COUNT X – VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW**

16                           **(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

17                           **(Against Defendants Roblox Corporation, Epic Games, and Does 1-50)**

18           350. Plaintiff IHG realleges and incorporates by reference all the foregoing allegations of  
19 every paragraph of this Complaint as if repeated in full here.

20           351. Defendants are corporations, and thus each of them is a "person," as defined by  
21 California Business & Professions Code § 17201.

22           352. California's Unfair Competition Law ("UCL"), Business and Professions Code §  
23 17200, *et seq.*, prohibits any "unlawful, unfair or fraudulent business act or practice" and any "unfair,  
24 deceptive, untrue or misleading advertising."

25           353. By the conduct described in detail above and incorporated herein, Defendants engaged  
26 in unfair and deceptive acts in violation of California's Unfair Competition Law.

27           354. Defendants knowingly engaged in the production, design, distribution, and sale of  
28 Products to users, including IHG, which were unsafe and addictive, particularly for minors.



- 1           4.       For Plaintiff's prejudgment interest according to proof, pursuant to California Civil  
2 Code § 3291 at the time of trial;
- 3           5.       For Plaintiff's costs of suit herein;
- 4           6.       For Injunctive relief;
- 5           7.       For Attorneys' fees;
- 6           8.       For exemplary and/or punitive damages according to proof at the time of trial; and,
- 7           9.       For such other and further relief, whether at law or in equity, to which this Court deems  
8 just and proper.

9  
10 DATED: December 13, 2024

**BRADLEY/GROMBACHER LLP**

*Kiley Grombacher*

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Marcus D. Bradley, Esq.  
Kiley L. Grombacher, Esq.

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15 DATED: December 13, 2024

**AYLSTOCK, WITKIN, KREIS &  
OVERHOLTZ, PLLC**

*Mary Liu*

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s. Mary Liu

Attorneys for Plaintiff