

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN MATEO

law and Motion Calendar
Honorable Nina Shapirshteyn
1050 Mission Road, South San Francisco, CA 94080
Department11, Courtroom K
10/30/25

If you intend to appear on any case on this calendar, you must give notice by 4:00 pm the court day before the hearing pursuant to California Rules of Court, Rule 3.1308(a)(1), and San Mateo County L.R. 3.403(b).

Failure to comply with notice as outlined will result in no oral presentation.

Notice of Appearance and Courtesy Copies

1. Email Dept11@SanMateoCourt.org before 4:00 pm the court day before with a copy to all parties or their counsel of record. The email must include the name of the case, the case number, and the name of the party contesting the tentative ruling OR call (650) 261-5111 before 4:00 pm the court day before and follow the instructions on the message.
2. Courtesy Copies: You must email a copy of any reply brief, or an Opposition to a Motion for Summary Judgment in an Unlawful Detainer matter to: LawAndMotionReplyBriefs@SanMateoCourt.org

Day of Hearing

Appearances can be In Person or Remote. If appearing remotely by Zoom, please use your first and last name and mute your audio until your case is called. All parties must use a device with a camera if you are appearing remotely. Please login to the zoom hearing by 1:50 pm.

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TO ASSIST THE COURT REPORTER, the parties are ORDERED to: (1) state their name each time they speak and only speak when directed by the Court; (2) not to interrupt the Court or anyone else; (3) speak slowly and clearly; (4) connect from a computer if at all possible, rather than a cell phone; (5) if a cell phone is absolutely necessary, the parties must be stationary and not driving or moving; (6) no speaker phones under any circumstances; (7) provide the name and citation of any cases referenced; and (8) spell all names, even common names.

02:00 PM

25-CIV-01193 JOHN DOE, A MINOR, REPRESENTED BY HIS PROPOSED COURT-
LINE: 4 APPOINTED GUARDIAN AD LITEM, ET AL VS. ROBLOX
CORPORATION, ET AL.

JOHN DOE, A MINOR, REPRESENTED BY HIS PROPOSED ANNE M. MURPHY
COURT-APPOINTED GUARDIAN AD LITEM RYAN C. STEVENS
ROBLOX CORPORATION

DEFENDANT: ROBLOX CORPORATION'S MOTION TO COMPEL ARBITRATION AND STAY
PROCEEDINGS

TENTATIVE RULING:

For the reasons stated below, Defendant Roblox Corporation's "Motion to
Compel Arbitration and Stay Proceedings," filed April 8, 2025, is **DENIED**.

The parties' repeated Rules of Court violations.

Roblox's 15-page Reply brief violates the California Rules of Court by a
wide margin. (CRC 3.1113(d) [10-page limit for Reply briefs].) After
filing the August 26, 2025 First Amended Complaint ("FAC"), on September
17, 2025, Plaintiff filed, without Court permission, a seven-page
Supplemental Brief, arguing why Roblox's motion should be denied. In
response, on October 1, 2025, Roblox, without Court permission, filed a
"Response to Plaintiff's Supplemental Brief in Further Support of Motion
to Compel Arbitration," with five pages of additional argument.

The Court has considered all of the above-referenced unauthorized briefs.
Going forward, however, the Court may impose sanctions or strike any
filing(s) that violate the Rules of Court, including page limit
violations.

I. Background

As alleged in Plaintiff's August 26, 2025 FAC, Defendants Roblox and
Discord offer to the public online platforms that enable users to
communicate with others. The FAC alleges that in 2023, Plaintiff's father
created Roblox and Discord accounts for Plaintiff to use, and Plaintiff
began using both platforms.

At some point in 2023, a child predator, Romero—who was later arrested and
pled guilty to criminal charges—contacted Plaintiff via the Roblox direct
messaging platform and asked Plaintiff to send nude pictures of himself.
(FAC, ¶ 235.) Plaintiff initially refused. (*Id.*) Around the same time,
Romero began messaging Plaintiff on Discord's platform, making similar

requests. (FAC, ¶ 236.) Romero eventually persuaded Plaintiff was to send him a nude frontal photo of himself in exchange for a "Robux gift card." (FAC, ¶ 238.)

During a subsequent law enforcement investigation into Romero, officials reviewed the videos and images that Romero had coerced Plaintiff into sending and discovered that they depicted Plaintiff touching his penis, masturbating, and penetrating himself with a toothbrush in these videos and images. (FAC, ¶ 243.)

Plaintiff asserts various tort claims against Roblox and Discord, including alleged misrepresentation(s) about the safety of their platforms, negligence, and strict product liability. Romero, the third-party perpetrator, is not a party to this action.

II. Procedural background

Defendants Roblox and Discord each filed separate motions to compel arbitration, asserting that when the respective user accounts were created, Plaintiff expressly agreed to arbitrate any disputes arising from the use of their platforms.

After both Roblox's and Discord's motions to compel arbitration were fully briefed, Plaintiff appeared *ex parte* requesting permission to file supplemental briefing pertaining to recently-enacted federal legislation- "*The Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021*" ("EFAA"), Pub. L. No. 117-90, 136 Stat. 26 (2022) (codified at 9 U.S.C. §§ 401-402).

The Court granted Plaintiff's request, and the parties submitted supplemental briefs addressing whether the EFAA applies to the claims asserted in this action. Plaintiff contends that the EFAA bars arbitration. Roblox and Discord each maintain that the statute does not apply to Plaintiff's claims.

III. Discussion

A. The Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021

In general terms, the EFAA renders arbitration agreements invalid and unenforceable, at the election of the complainant, in cases involving sexual assault or sexual harassment as defined by the statute. The operative provision, 9 U.S.C. § 402(a), provides in relevant part:

Notwithstanding any other provision of this title, at the election of the person alleging conduct constituting a sexual harassment dispute or sexual assault dispute, ... no predispute arbitration agreement ... shall be valid or enforceable with respect to a case which is filed

under Federal, Tribal, or State law and relates to the sexual assault dispute or the sexual harassment dispute.

(9 U.S.C. § 402(a) [emphasis added].)

In its prior order denying, without prejudice, defendant Discord's Motion to Compel Arbitration— which predated the filing of the FAC— the Court found that Plaintiff's original complaint did not sufficiently allege a "sexual assault dispute," as defined under the EFAA. (See Aug. 15, 2025 Order.) On August 26, 2025, apparently in response to that ruling, Plaintiff filed the FAC, adding new factual allegations involving photos of Plaintiff masturbating, and penetration with a foreign object. (See FAC, ¶¶ 4, 243.)

B. The parties' burdens

Roblox moves to compel arbitration under the Federal Arbitration Act ("FAA") and Code of Civil Procedure §§ 1281, et. seq. When a petition to compel arbitration is filed, the trial court must determine, in a summary proceeding, whether an agreement to arbitrate the controversy exists. (Code Civ. Proc., §§ 1281.2, 1290.2; *Rosenthal v. Great Western Fin. Securities Corp.* (1996) 14 Cal.4th 394, 412-413.)

The moving party bears the burden of proving its existence by a preponderance of the evidence. (*Rosenthal*, at p. 413; accord, *Engalla v. Permanente Medical Group, Inc.* (1997) 15 Cal.4th 951, 972.) The party opposing arbitration bears the burden of proving any applicable defense.

Here, Plaintiff bears the burden of showing that the EFAA applies. (*Doe v. Second St. Corp.* (2024) 105 Cal.App.5th 552, 564.)

C. The FAC alleges conduct constituting a "sexual assault dispute"

The Court next considers whether the operative pleading alleges conduct that constitutes a "sexual assault dispute" within the meaning of the EFAA. (9 U.S.C. §§ 401-402.)

Roblox argues that the EFAA does not apply because the First Amended Complaint ("FAC") does not allege a "sexual assault dispute." The parties agree that the Court's analysis is confined to the allegations of the operative pleading, rather than to extrinsic evidence, and that the EFAA does not require physical contact between the alleged perpetrator and the victim. The parties also appear to agree that a "sexual assault dispute," as defined in the statute, can encompass circumstances in which a perpetrator coerces or entices a minor to engage in sexually explicit conduct—such as masturbation or penetration with a foreign object—for the purpose of recording or transmitting images of that conduct. (See the parties' supplemental briefs on the EFAA, citing the relevant definitional sections.)

Both parties' briefing references the criminal proceedings against the perpetrator, Romero, in New Jersey. Roblox argues that the FAC mischaracterizes those proceedings and that Romero was not convicted of sexual assault. Roblox further contends that the criminal record shows Romero only requested and received nude photographs, and that no conviction was entered for conduct involving masturbation or penetration.

The FAC, however, alleges more than the mere exchange of nude images. It alleges that Romero persuaded Plaintiff—a 13-year-old child—to create and send videos and images depicting himself masturbating and penetrating himself with a toothbrush. (FAC ¶¶ 4, 243.) Those allegations, if true, describe coerced sexual acts that fall squarely within the scope of a "sexual assault dispute" as defined by the EFAA.

While Roblox's characterization of the criminal record may differ, the EFAA's application turns on the allegations in the civil complaint, not on the ultimate findings or charges in the criminal case. The charges brought against Romero and his plea do not necessarily define the full scope of his conduct as alleged here. It is also unclear whether the FAC's additional factual allegations were based solely on newly obtained criminal case documents or on the independent knowledge of Plaintiff and his parents.

Roblox argues that the FAC does not technically allege that Plaintiff ever sent any photograph(s) involving masturbation or penetration—and that the FAC "only purports to describe a police investigation and prosecution." (Roblox's October 1, 2025 Supp. Brief.)

Viewing the allegations in the light most consistent with their intended meaning, the Court finds that the FAC alleges conduct constituting a "sexual assault dispute" within the meaning of 9 U.S.C. § 402.

Accordingly, the Court concludes that the EFAA applies if Plaintiff's claims "relate to" the alleged sexual assault dispute, as discussed below

D. Plaintiff's claims against Roblox "relate to" the sexual assault dispute

Having found that the FAC alleges conduct constituting a "sexual assault dispute," the Court next considers whether Plaintiff's claims against Roblox "relate to" that dispute within the meaning of 9 U.S.C. § 402(a).

Roblox contends that even if the FAC alleges a sexual assault dispute, the EFAA nevertheless does not apply because the claims asserted against Roblox do not "relate to" that dispute. Roblox argues that Congress intended the EFAA to apply narrowly—primarily to employment cases or to situations where sexual misconduct occurs on a business's premises or is committed by its employees.

Roblox correctly observes that most published decisions applying the EFAA have arisen in the employment context, typically involving claims of workplace harassment or assault where a plaintiff sought to hold an employer vicariously liable for the acts of its employees. (See, e.g., *Diaz-Roa v. Hermes Law, P.C.* (S.D.N.Y. 2024) 757 F.Supp.3d 498, 533; *Liu v. Miniso Depot CA, Inc.* (2024) 105 Cal.App.5th 791, 803; *Delo v. Paul Taylor Dance Found., Inc.* (S.D.N.Y. 2023) 685 F.Supp.3d 173, 181; *Olivieri v. Stifel* (2d Cir. 2024) 112 F.4th 74, 92.) Roblox also relies on legislative history emphasizing that Congress sought to prevent forced arbitration in cases where employees or consumers were assaulted or harassed at work or on business premises. (See H.R. Rep. No. 117-234 (2d Sess. 2022), 2022 WL 302657, at *3.)

Roblox also points to the EFAA's legislative history, arguing that Congress intended that the EFAA would apply to workplace/employment disputes. For example, Roblox cites a House Report on the EFAA, stating:

When an employee who is subject to a forced arbitration clause sues after being raped, assaulted, or harassed at work, the company is entitled, under the Federal Arbitration Act (FAA), to force the suit into arbitration. Similarly, a consumer who signs an arbitration clause and is assaulted at a business can be forced into an arbitration proceeding.

EFAA of 2021, H.R. Rep. No. 117-234 (2d Sess. 2022), 2022 WL 302657, at *3.

Roblox argues that Plaintiff has cited no published decision where a court applied the EFAA to an online platform, such as Roblox, where the alleged perpetrator (Romero) was not a Roblox employee, and was merely a user of the Roblox platform. Roblox also notes that although Romero is alleged to have sent messages to Plaintiff via the Roblox platform asking for nude photographs, Plaintiff is not alleged to have actually sent any nude photographs via the Roblox platform.

Roblox further cites *M.D. v. Verizon Communications, Inc.* (E.D.N.C. Sept. 23, 2025) 2025 WL 2712831, in which the court held that the EFAA did not apply where a perpetrator unrelated to Verizon used customer information, negligently disclosed by Verizon, to stalk and harass the plaintiff. The court found the EFAA inapplicable because the perpetrator "had no legal relationship to Verizon," and the case did not involve harassment "by Verizon or its employees." (Id. at *10.)

While *Verizon* provides some persuasive value, it is neither binding nor dispositive. The EFAA's statutory text contains no limitation restricting its reach to employment or premises-based disputes. Section 402(a)

expressly applies to “any case ... which relates to the sexual assault dispute or the sexual harassment dispute.” The phrase “relates to” is broad and has been interpreted expansively in federal jurisprudence to mean having “a connection with,” “bearing upon,” or “referring to.” (See *Morales v. TWA* (1992) 504 U.S. 374, 383.)

Courts construing the EFAA have recognized its “expansive effect” and have cautioned against unduly narrowing its application. (*Diaz-Roa*, supra, 757 F.Supp.3d at 531.) Discussing the scope of the § 402(a) phrase “related to,” the *Diaz-Roa* court stated:

“This third requirement does not present a high bar. The phrase ‘relating to’ is deemed synonymous to ‘in connection with,’ ‘associated with,’ ‘with respect to,’ and ‘with reference to.’ [cites omitted] Moreover, Congress’s use of the phrase ‘relating to’ in federal legislation generally signals its expansive intent. [cites omitted]. Such expansive wording further underscores the broad application that the EFAA was written to have.”

It would have been a simple task for Congress to expressly limit the EFAA to employment disputes, and/or to assaults/harassment perpetrated by employees at a business premises, had that been Congress’ intent.

Applying these principles, the Court concludes that Plaintiff’s claims against Roblox “relate to” the alleged sexual assault dispute. The FAC alleges that Roblox misrepresented the safety of its platform, failed to implement reasonable safeguards, and enabled Romero to identify, groom, and communicate directly with Plaintiff, resulting in the coercion and production of sexually explicit material. (FAC ¶¶ 4, 235, 243, 248.) But for Roblox’s alleged misconduct, the assaultive conduct would not have occurred. Although the EFAA’s language must have some practical limits, the connection between the alleged sexual assault and Roblox’s alleged failures is neither remote nor incidental. The claims arise directly from the same factual nucleus—the use of Roblox’s platform that allegedly facilitated Romero’s exploitation of Plaintiff.

The Court therefore finds that Plaintiff’s claims are sufficiently related to the underlying sexual assault dispute to bring them within the scope of 9 U.S.C. § 402(a). Accordingly, the Court concludes that the EFAA applies and renders the arbitration agreement unenforceable as to Plaintiff’s claims.

If the tentative ruling is uncontested, it shall become the order of the Court. Thereafter, counsel for Plaintiff shall prepare a written order consistent with the Court’s ruling for the Court’s signature, pursuant to California Rules of Court, Rule 3.1312, and provide written notice of the ruling to all parties who have appeared in the action, as required by law and the California Rules of Court.
