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Attorneys for Plaintiff and the Proposed Settlement Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

D.D., individually and on behalf of all others
similarly situated,

Plaintiff,

v.

NIANTIC, INC.,

Defendant.

Case No. 23STCV03241

**DECLARATION OF D.D. IN SUPPORT
OF PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND
CONDITIONAL CERTIFICATION OF
SETTLEMENT CLASS FOR
SETTLEMENT PURPOSES ONLY**

Hon. Stuart M. Rice

Compl. Filed: February 14, 2023

1 I, D.D., declare as follows:

2 1. I am a citizen of the State of California. I have personal knowledge of the facts set
3 forth in this declaration and could testify competently to them if called upon to do so. I hereby
4 file this Declaration in Support of Plaintiff's Motion for Preliminary Approval of the Class Action
5 Settlement and Conditional Certification of Settlement Class for Settlement Purposes Only.

6 2. I am a minor and a resident of Los Angeles, California. Under my own name and
7 using my own money, I made multiple in-game *Pokemon Go* purchases that were labeled non-
8 refundable. My most recent purchases occurred in approximately December 2020. I no longer
9 play the *Pokemon Go* video game and will not play the *Pokemon Go* video game in the future.

10 3. I was an avid player of Defendant's *Pokemon Go* video game prior to December
11 2020. Throughout my time playing Defendant's video game, I relied on Defendant's
12 representations regarding the value of any in-game items that I received and was otherwise
13 unaware of what any particular in-game item costs in real-world currency.

14 4. Despite spending more than \$100 in real-world currency on Defendant's loot boxes
15 and in-game items while under the age of 18, I did not receive any items that had real value.

16 5. Had Defendant permitted me to disaffirm my contracted purchases prior to filing
17 this lawsuit, I would have done so.

18 6. Before hiring counsel in this action, neither I nor my parents were aware of a
19 minor's right to disaffirm and get refunds on any and all in-app purchases without any restrictions.

20 7. I relied on Niantic's misrepresentations regarding non-refundability for purchases.

21 8. With my mother, I sought out representation and spoke with attorneys at Bursor &
22 Fisher, P.A. ("Bursor & Fisher") to determine if I would retain them to handle my case.

23 9. During the course of my and my mother's initial conversation with Bursor & Fisher,
24 Bursor & Fisher Counsel explained to me and my mother what it meant to be a class
25 representative. My mother and I were also informed that, if I were to become a class
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1 representative, I would be required to put the interests of the class ahead of my own personal
2 interests. I was also informed that I would have an obligation to ensure that Bursor & Fisher
3 Counsel were acting in the best interests of the class at all times.

4 10. Armed with this information, I agreed to be a class representative in this case and
5 to undertake these responsibilities. I have, to the best of my ability, performed these duties in this
6 case.

7 11. To the best of my knowledge, I have no interests which are antagonistic to the
8 interests of the Class in this case.

9 12. Leading up to and subsequent to the mediation with Gregory Lindstrom of Phillips
10 ADR, I regularly conferred with my attorneys regarding the prospects of settlement, and I
11 provided them with documents and other information to assist in securing the class settlement.
12 My attorneys kept me apprised throughout the course of negotiations.

13 13. On February 14, 2023, I filed, by and through my attorneys, on my behalf and on
14 behalf of similarly situated individuals, the instant Class Action Complaint. My mother and I
15 provided information to my attorneys to be included in the Class Action Complaint, provided
16 documents (including receipts of the purchases I made in Defendant's video game), and reviewed
17 the Complaint for accuracy.

18 14. During the pendency of this case, counsel has kept me and my mother informed
19 about the progress of the case. I estimate that I have spent many hours of my time on this litigation
20 to date. Among other things, I have spent time: researching my rights and those of the Class;
21 speaking with and otherwise communicating with Bursor & Fisher Counsel; producing receipts
22 of the purchases I made in Defendant's video game; reviewing pleadings filed in the action; and,
23 communicating with my attorneys about the settlement and the Settlement Agreement and the
24 effort to have the Court approve the settlement.

1 15. My mother and I believe that the Settlement is an excellent result for Class
2 Members. According to the terms of the settlement: (1) for all refund requests processed by
3 Niantic, which currently include purchases from the Google Play Store, Niantic will implement
4 a dedicated process to address refund requests, subject to confirmation of minority, the personnel
5 staffing this dedicated process will receive further training regarding how to analyze and process
6 such refund requests in accordance with applicable law; (2) Niantic will, in processing any direct
7 requests for refunds of in-game items and in-game currency purchased on Apple or Samsung, in
8 its standard response redirecting users to Apple or Samsung, add language in substantially the
9 following form: “Please note that app store refund policies may vary based on the location of user
10 and the age of user, including legal minority, at the time of purchase, as may be required by
11 applicable law.”; (3) for Google Play Store purchases for which Niantic is permitted to process
12 direct refunds, in its standard response for U.S. users seeking additional information about the
13 purchase, Niantic will add language to prompt users to indicate whether the purchase of in-game
14 items and in-game currency was made when the user was a minor without parental consent, except
15 as prohibited by local law; and (4) Niantic will, in its public-facing Pokémon GO Help Center,
16 for help pages currently referencing assistance with refunds for PokéCoin purchases: i) Add
17 specific links to Apple, Google, and Samsung In-App Purchase refund policies for reference; ii)
18 Add language in substantially the following form: “Please note that app store refund policies may
19 vary based on the location of user and the age of user, including legal minority, at the time of
20 purchase, as may be required by applicable law.”; and iii) Niantic will also add these Pokémon
21 GO Help Center changes into the in-app Help sections on the same topics.

22 16. I have fairly represented the absent Class Members and herein request that the Court
23 preliminarily approve this settlement. I have maintained the best interests of the Class while
24 performing my class representative duties.
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17. By serving as the Class Representative in this action, I bore a certain amount of risk that other Class Members did not bear. In addition to the time I spent participating in this case, I took a risk by coming forward and filing this class action. As a result of my efforts, Class Members will receive significant benefits from the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed in Los Angeles, California on February 23, 2023.

By: 
DOMINIQUE C. DAVIS (Feb 23, 2023 11:49 PST)
 Plaintiff D.D.

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By:  DOMINIQUE C. FAVIS (Feb 23, 2023 11:49 PST)
Proposed Guardian Ad Litem
of Plaintiff D.D.