

ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 5/24/2023 5:55 PM
By: Brenda Cerna, Deputy

BURSOR & FISHER, P.A.

L. Timothy Fisher (SBN 191626)
1990 North California Blvd., Suite 940 Walnut
Creek, CA 94596
Telephone: (925) 300-4455
Facsimile: (925) 407-2700
E-Mail: ltfisher@bursor.com

BURSOR & FISHER, P.A.

Philip L. Fraietta (*Pro hac vice* forthcoming)
Alec M. Leslie (*Pro hac vice* forthcoming)
888 Seventh Avenue
New York, NY 10019
Telephone: (646) 837-7150
Facsimile: (212) 989-9163
E-Mail: pfraietta@bursor.com
aleslie@bursor.com

Attorneys for Plaintiff and the Proposed Settlement Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MONTEREY**

C.J., individually and on behalf of all others
similarly situated,

Plaintiff,

v.

COGNOSPHERE PTE. LTD,

Defendant.

Case No. 23CV001405

**DECLARATION OF C.J. IN SUPPORT
OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Compl. Filed: May 3, 2023

1 I, C.J., 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 Marina, California. Under my own name and using
7 my own money, I made multiple in-game *Genshin Impact* purchases that were labeled non-
8 refundable. My most recent purchases occurred in approximately February 2023. I no longer
9 play the *Genshin Impact* video game and will not play the *Genshin Impact* video game in the
10 future.

11 3. I was an avid player of Defendant’s *Genshin Impact* video game prior to February
12 2023. Throughout my time playing Defendant’s video game, I relied on Defendant’s
13 representations regarding the value of any in-game items that I received and was otherwise
14 unaware of what any particular in-game item costs in real-world currency.

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

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

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

22 7. I relied on Defendant’s misrepresentations regarding the non-refundability for
23 purchases.

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

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

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

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

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

16 13. On May 3, 2023, I filed, by and through my attorneys, on my behalf and on behalf
17 of similarly situated individuals, the instant Class Action Complaint. My mother and I provided
18 information to my attorneys to be included in the Class Action Complaint and reviewed the
19 Complaint for accuracy.

20 14. During the pendency of this case, counsel has kept me and my mother informed
21 about the progress of the case. I estimate that I have spent many hours of my time on this litigation
22 to date. Among other things, I have spent time: researching my rights and those of the Class;
23 speaking with and otherwise communicating with Bursor & Fisher Counsel; producing
24 information about the purchases I made in Defendant’s video game; reviewing pleadings filed in
25
26

1 the action; and, communicating with my attorneys about the settlement and the Settlement
2 Agreement and the effort to have the Court approve the settlement.

3 15. My mother and I believe that the Settlement is an excellent result for Class
4 Members. According to the terms of the settlement: (1) For platforms that process refund
5 requests independently from Cognosphere (e.g., Apple App Store, Google Play Store, PlayStation
6 Store), in its standard response redirecting users to those platforms, Cognosphere will add
7 language in substantially the following form: “Please note that store refund policies may vary
8 based on the location of user and the age of user, including legal minority, at the time of purchase,
9 as may be required by applicable law,” provided, however, that Cognosphere may include other
10 language as well while redirecting users to those platforms; (2) for all other platforms, and refund
11 requests for which Cognosphere elects to process itself, in its standard response for U.S. users
12 seeking a refund who indicate that a minor was involved in the situation that led to the refund
13 request, Cognosphere will implement policies to determine whether the in-game purchase was
14 made when the user was a minor without parental consent, except as prohibited by local law; (3)
15 Cognosphere will create a public-facing “help page” (or add to existing pages to the extent
16 relevant) referencing assistance with refunds for virtual money and/or virtual goods purchases,
17 add specific links to platforms that process refund requests independently from Cognosphere In-
18 App/In-Game Purchase refund policies for reference, and add language in substantially the
19 following form: “Please note that store refund policies may vary based on the location of user
20 and the age of user, including legal minority, at the time of purchase, as may be required by
21 applicable law”; (4) for all refund requests processed by Cognosphere, Cognosphere will
22 implement a dedicated process to address refund requests to determine whether a refund is
23 appropriate, and the personnel staffing this dedicated process will receive further training
24 regarding how to analyze and process such refund requests in accordance with applicable law;
25 (5) Cognosphere will agree to include language in substantially the following form in its Terms
26

1 of Service applicable to U.S. players: “You acknowledge and agree that you are not entitled to a
2 refund for any Virtual Currency, except as otherwise required by applicable law”; and (6) lastly,
3 Cognosphere agrees that its refund policies and practices with respect to U.S. minors will comply
4 with the California Family Code Sections 6701(c) and 6710.

5 16. I have fairly represented the absent Class Members and herein request that the Court
6 preliminarily approve this settlement. I have maintained the best interests of the Class while
7 performing my class representative duties.

8 17. By serving as the Class Representative in this action, I bore a certain amount of risk
9 that other Class Members did not bear. In addition to the time I spent participating in this case, I
10 took a risk by coming forward and filing this class action. As a result of my efforts, Class
11 Members will receive significant benefits from the Settlement.

12 I declare under penalty of perjury under the laws of the United States that the foregoing
13 is true and correct. Executed in Marina, California on May 24, 2023.

14
15
16
17
18
19 By: 
20 Juanita M. James (May 24, 2023 11:13 PDT)
21 Proposed Guardian Ad Litem
22 On behalf of Plaintiff C.J.
23
24
25
26