

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 191626 NAME: L. Timothy Fisher FIRM NAME: Bursor & Fisher, P.A. STREET ADDRESS: 1990 N. California Blvd., Suite 940 CITY: Walnut Creek STATE: CA ZIP CODE: 94596 TELEPHONE NO.: 925-300-4455 FAX NO.: 925-407-2700 E-MAIL ADDRESS: ltfisher@bursor.com ATTORNEY FOR (name): Plaintiff C.J.	FOR COURT USE ONLY ELECTRONICALLY FILED BY Superior Court of California, County of Monterey On 5/24/2023 5:55 PM By: Brenda Cerna, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Monterey STREET ADDRESS: 1200 Aguajito Road MAILING ADDRESS: CITY AND ZIP CODE: Monterey 93940 BRANCH NAME:	CASE NUMBER: 23CV001405
PLAINTIFF/PETITIONER: C.J. DEFENDANT/RESPONDENT: Cognosphere PTE. LTD OTHER:	JUDICIAL OFFICER: Thomas W. Wills
PROPOSED ORDER (COVER SHEET)	DEPT: 15

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiff C.J.
2. Title of the proposed order:
[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion for Preliminary Approval of Class Action Settlement
 - b. Date and time: August 11, 2023, 8:30 a.m.
 - c. Place: Dept. 15
4. The proposed order was served on the other parties in the case.

L. Timothy Fisher

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:	CASE NUMBER: 23CV001405
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**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

My business address is Bursor & Fisher, P.A., 1990 North California Blvd, Suite 940, Walnut Creek, California 94596

b. My electronic service address is (*specify*): dschroeder@bursor.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

b. To (*electronic service address of person served*):

c. On (*date*): May 24, 2023

Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 4, 2023

Debbie Schroeder

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

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

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

Plaintiff,

v.

COGNOSPHERE PTE. LTD.,

Defendant.

Case No. 23CV001405

CASE DEEMED COMPLEX

ASSIGNED FOR ALL PURPOSES TO
JUDGE THOMAS W. WILLS

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: August 11, 2023
Time: 8:30 a.m.
Dept.: 15

1 WHEREAS, pursuant to California Rules of Court 3.769, the parties seek entry of an
2 order preliminarily approving the Settlement of this Action pursuant to the settlement
3 agreement fully executed on or about May 1, 2023 (the “Agreement”), which, together with its
4 attached exhibits, sets forth the terms and conditions for a proposed Settlement of the Action;
5 and WHEREAS, the Court has read and considered the Settlement Agreement and its exhibits,
6 and Plaintiff’s Unopposed Motion for Preliminary Approval; IT IS HEREBY **ORDERED** as
7 follows:

8 1. The motion is GRANTED.

9 2. Capitalized terms not otherwise defined herein have the meanings set forth in
10 the Settlement Agreement.

11 3. All proceedings in the Action, other than proceedings necessary to carry out or
12 enforce the terms and conditions of the Agreement and this Order, are hereby stayed.

13 4. The Court has subject matter jurisdiction over the Action, and personal
14 jurisdiction over the Parties before it. Additionally, venue is proper pursuant to Cal. Civ. Code
15 § 395.

16 5. The Action is preliminarily certified as a class action, for settlement purposes
17 only, pursuant to California Rules of Court Rule 3.769 and Code of Civil Procedure § 382. The
18 Court preliminarily finds for settlement purposes that: (a) the Class certified herein is
19 sufficiently numerous that joinder of all such persons would be impracticable; (b) there are
20 questions of law and fact that are common to the Class, and those questions of law and fact
21 common to the Class predominate over any questions affecting any individual Class Member;
22 (c) the claims of the Plaintiff are typical of the claims of the Class they seek to represent for
23 purposes of settlement; (d) a class action on behalf of the Class is superior to other available
24 means of adjudicating this dispute; and (e) as set forth below, Plaintiff and Plaintiff’s Counsel
25 are adequate representatives of the Class. Defendant retains all rights to assert that the Action
26 may not be certified as a class action, other than for settlement purposes. The Court also
27 concludes that, because the Action is being settled rather than litigated, the Court “need not
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1 inquire whether the case, if tried, would present intractable management problems.” *See*
2 *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

3 6. The Settlement Class shall consist of “All persons in the United States of
4 America who made a purchase in Genshin Impact while under the age of 18.”

5 7. Upon preliminary review, the Court finds that the Agreement, and the
6 Settlement it incorporates is fair, reasonable, and adequate. *See Manual for Complex Litigation*
7 (Fourth) § 21.632 (2004). Accordingly, the Agreement is preliminarily approved and is
8 sufficient to warrant sending notice to the Class.

9 8. Certification of the Settlement Class shall be solely for settlement purposes,
10 without prejudice to the Parties, and with no other effect upon the Action. In the event the
11 Settlement Agreement is not finally approved by this Court, is terminated, or otherwise does
12 not take effect, the Parties preserve all rights and defenses regarding class certification.

13 9. The Court hereby appoints Plaintiff C.J. as Class Representative to represent the
14 Settlement Class.

15 10. The Court hereby appoints Philip L. Fraietta and Alec M. Leslie of Bursor &
16 Fisher, P.A. as Class Counsel for the Settlement Class.

17 11. Direct notice of the settlement is not required here because the Settlement
18 Agreement only releases claims for injunctive and/or declaratory relief and does not release the
19 monetary or damages claims of the Class, and thus the settlement expressly preserves the
20 individual rights of class members to pursue monetary claims against the Defendant.

21 Nonetheless, pursuant to the Settlement Agreement, documents pertaining to the Settlement,
22 preliminary approval, and final approval (including Plaintiff’s motion for attorneys’ fees and
23 incentive award and any opposition or reply papers thereto), shall be posted on Class Counsel’s
24 public website (<https://www.bursor.com/>).

25 12. Each Settlement Class Member shall be given a full opportunity to comment on
26 or object to the Settlement Agreement, and to participate at a Final Approval Hearing.
27 Comments or objections must be in writing, and must include (1) the name and case number of
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1 the Action (*C.J. v. Cognosphere Pte. Ltd.*, Case No. 23CV001405); (2) the Settlement Class
2 Member's full legal name and mailing address; (3) the personal signature of the Settlement
3 Class member; (4) the grounds for any objection; (5) the name and contact information of any
4 and all attorneys representing, advising, or assisting with the comment or objection, or who
5 may profit from pursuing any objection; and (6) a statement indicating whether the Settlement
6 Class Member intends to appear at the Final Approval Hearing, either personally or through
7 counsel. Written objections must be served on each of both Defense Counsel and Class
8 Counsel as follows:

9 C.J. v. Cognosphere Pte. Ltd.
10 c/o Bursor & Fisher, P.A.
11 1990 North California Blvd.
Suite 940
Walnut Creek, CA 94596

12 C.J. v. Cognosphere Pte. Ltd.
13 c/o Keeker, Van Nest & Peters LLP
14 633 Battery Street
San Francisco, CA 94111-1809

15 Defense Counsel and Class Counsel shall promptly furnish each other copies of any and all
16 objections that might come into their possession.

17 13. Class Members may also appear at the final approval hearing to state their
18 objections, whether or not they have made a written objection or given a notice to appear.

19 14. To be considered, written comments or objections must be submitted within 60
20 days after the entry of this Order. No Class Member shall be entitled to be heard at the Final
21 Approval Hearing, whether individually or through counsel, unless written notice of the Class
22 Member's intention to appear at the Final Approval Hearing is timely filed, or postmarked for
23 mail to the Court within 60 days after date of entry of this Order.

24 15. The date of the postmark on the envelope containing the written objection shall
25 be the exclusive means used to determine whether an objection has been timely submitted.
26 Class Members who fail to mail timely written objections in the manner specified above shall
27 be deemed to have waived any objections and shall be forever barred from objecting to the
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1 Settlement Agreement and the proposed settlement by appearing at the Final Approval Hearing,
2 appeal, collateral attack, or otherwise.

3 16. The Court will hold a final approval hearing on _____, 2023 at _____
4 a.m./p.m, in the Superior Court of California, County of Monterey, located at 1200 Aguajito
5 Rd, Monterey, CA 93940, in Department 15. The purposes of the final approval hearing will
6 be to: (i) determine whether the proposed Settlement Agreement should be finally approved by
7 the Court as fair, reasonable, adequate, and in the best interests of the Settlement Class; (ii)
8 determine whether judgment should be entered pursuant to the Settlement Agreement,
9 dismissing the Action with prejudice and releasing the Released Persons of all claims as stated
10 in the Settlement Agreement; (iii) determine whether the Settlement Class should be finally
11 certified; (iv) rule on Class Counsel’s motion for attorneys’ fees, costs and service awards; (v)
12 consider any properly filed objections; and (vi) consider any other matters necessary in
13 connection with the final approval of the Settlement Agreement.

14 17. Class Counsel’s application for attorneys’ fees, costs and expenses shall be filed
15 and served no later than thirty (30) days after the Court’s order of preliminary approval. Any
16 opposition, comment, or objection shall be filed no later than sixty (60) days after the Court’s
17 order of preliminary approval. Any reply shall be filed no later than seventy-four (74) days
18 after the Court’s order of preliminary approval.

19 18. The motion in support of final approval of the settlement shall be filed and
20 served no later than thirty (30) days after the Court’s order of preliminary approval. Any
21 opposition or objection shall be filed no later than sixty (60) days after the Court’s order of
22 preliminary approval. Any reply shall be filed no later than seventy-four (74) days after the
23 Court’s order of preliminary approval.

24 19. The Court may, in its discretion, modify the date and/or time of the final
25 approval hearing, and may order that this hearing be held remotely or telephonically. In the
26 event the Court changes the date, time, and/or the format of the final approval hearing, the
27 Parties shall ensure that the updated information is posted on the Class Counsel’s public
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1 website.

2 20. If the Settlement Agreement, including any amendment made in accordance
3 therewith, is not approved by the Court or shall not become effective for any reason
4 whatsoever, the Settlement Agreement and any actions taken or to be taken in connection
5 therewith (including this Preliminary Approval Order and any judgment entered herein), shall
6 be terminated and shall become null and void and of no further force and effect except for
7 (i) any obligations to pay for any expense incurred in connection with any notice and/or Other
8 Administration Costs as set forth in the Settlement Agreement, and (ii) any other obligations or
9 provisions that are expressly designated in the Settlement Agreement to survive the termination
10 of the Settlement Agreement.

11 21. Pending final determination of whether the Settlement Agreement should be
12 finally approved, Plaintiff and all Settlement Class Members are barred and enjoined from
13 filing, commencing, prosecuting, or enforcing any action against the Released Parties insofar as
14 such action asserts claims stated in Section VI of the Settlement Agreement, directly or
15 indirectly, in any judicial, administrative, arbitral, or other forum. This bar and injunction is
16 necessary to protect and effectuate the Settlement Agreement and this Preliminary Approval
17 Order, and this Court's authority to effectuate the Settlement, and is ordered in aid of this
18 Court's jurisdiction.

19 22. This Preliminary Approval Order, the Settlement Agreement, the fact that a
20 settlement was reached and filed, and all negotiations, statements, agreements, and proceedings
21 relating to the Settlement, and any matters arising in connection with settlement negotiations,
22 proceedings, or agreements shall not constitute, be described as, construed as, used as, offered
23 or received against Cognosphere as evidence or an admission or concession of: (a) the truth of
24 any fact alleged by Plaintiff in the Action; (b) any liability, negligence, fault, or wrongdoing of
25 Cognosphere or breach of any duty on the part of Cognosphere; or (c) that this Action or any
26 other action may be properly certified as a class action for litigation, non-settlement purposes.
27 This order is not a finding of the validity or invalidity of any of the claims asserted or defenses
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1 raised in the Action.

2 23. The Court shall retain jurisdiction over any claim relating to the Settlement
3 Agreement (including all claims for enforcement of the Settlement Agreement and/or all claims
4 arising out of a breach of the Settlement Agreement) as well as any future claims by any
5 Settlement Class Member relating in any way to the Released Claims.

6 24. The Court may, for good cause, extend any of the deadlines set forth in this
7 Preliminary Approval Order without further notice to Settlement Class Members. Without
8 further order of the Court, the Parties may agree to make non-material modifications in
9 implementing the Settlement that are not inconsistent with this Preliminary Approval Order.

10 IT IS SO ORDERED.

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12 Dated: _____

13 THOMAS W. WILLS
14 Judge of the Superior Court
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1 **PROOF OF SERVICE**

2 I am a resident of the State of California, over the age of eighteen years, and not a party to
3 the within action. My business address is Bursor & Fisher, P.A., 1990 North California Blvd,
4 Suite 940, Walnut Creek, California 94596. On May 24, 2023, I served the document(s):

5 **PLAINTIFF’S UNOPPOSED NOTICE OF MOTION AND MOTION FOR PRELIMINARY
6 APPROVAL OF CLASS ACTION SETTLEMENT**

7 **DECLARATION OF PHILIP L. FRAIETTA IN SUPPORT OF PLAINTIFF’S MOTION
8 FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

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

11 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
12 SETTLEMENT**

13 by e-mail transmission on that date. These documents were transmitted via e-mail to
14 the following e-mail addresses as set forth below.

15 Ajay S Krishnan
16 Christopher S Sun
17 Michelle S Ybarra
18 Daniel Twomey
19 **Keker Van Nest and Peters LLP**
20 633 Battery Street
21 San Francisco, CA 94111
22 415-391-5400
23 Fax: 415-397-7188
24 Email: akrishnan@keker.com
25 csun@keker.com
26 mybarra@kvn.com
27 dtwomey@keker.com

28 *Attorneys for Defendant*

I declare under penalty of perjury under the laws of the State of California that the above is true and correct, executed on May 24, 2023, at Walnut Creek, California.



Debbie Schroeder