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ELECTRONICALLY FILED BY  
Superior Court of California,  
County of Monterey  
On 03/22/2024  
By Deputy: Conder, Perla

5 *Attorney for Plaintiff*

6  
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **FOR THE COUNTY OF MONTEREY**

9  
10 C.J., a minor, individually and on behalf of all  
others similarly situated,

Case No. 23CV001405

11 Plaintiff,

**CASE DEEMED COMPLEX**

12 v.

ASSIGNED FOR ALL PURPOSES TO  
JUDGE THOMAS W. WILLS

13 COGNOSPHERE PTE. LTD.,

~~PROPOSED~~ FINAL APPROVAL  
ORDER AND JUDGMENT  
March 22

14 Defendant.

15 Date: ~~February 9~~, 2024  
16 Time: 8:30 a.m.  
17 Dept.: 15

18 Action Filed: May 3, 2023  
19 Trial Date: None Assigned

1 The Court has considered the Class Action Settlement Agreement and Release between  
2 Plaintiff C.J. ("Plaintiff") and Defendant Cognosphere, Pte. Ltd., ("Defendant" or  
3 "Cognosphere"), dated May 1, 2023 ("Settlement Agreement"), the motion for an order finally  
4 approving the Settlement Agreement, the record in this Action, the arguments and  
5 recommendations made by counsel, and the requirements of the law. The Court finds and orders  
6 as follows:

7 **I. FINAL APPROVAL OF THE SETTLEMENT AGREEMENT**

8 1. The Settlement Agreement is approved under California Rules of Court Rule 3.769  
9 and Code of Civil Procedure § 382. The Court finds that the Settlement Agreement and the  
10 Settlement it incorporates appear fair, reasonable, and adequate, and its terms are within the range  
11 of reasonableness. The Settlement Agreement was entered into at arm's-length by experienced  
12 counsel after extensive negotiations spanning months, including with the assistance of a third-  
13 party mediator. The Court finds that the Settlement Agreement is not the result of collusion.

14 **II. DEFINED TERMS**

15 2. For the purposes of this Final Approval Order and Final Judgment ("Order"), the  
16 Court adopts all defined terms as set forth in the Settlement Agreement.

17 **III. NO ADMISSIONS AND NO EVIDENCE**

18 3. This Order, the Settlement Agreement, the Settlement provided for therein, and  
19 any proceedings taken pursuant thereto, are not, and should not in any event be offered, received,  
20 or construed as evidence of, a presumption, concession, or an admission by any Party or any of  
21 the Released Parties of wrongdoing, to establish a violation of any law or duty, an admission that  
22 any of the practices at issue violate any laws or require any disclosures, any liability or non-  
23 liability, the certifiability or non-certifiability of a litigation class in this case, or any  
24 misrepresentation or omission in any statement or written document approved or made by any  
25 Party.

1 **IV. JURISDICTION**

2 4. For the purposes of the Settlement of the Action, the Court finds it has subject  
3 matter and personal jurisdiction over the Parties, including all Settlement Class Members, and  
4 venue is proper.

5 **V. CLASS CERTIFICATION OF CLASS FOR SETTLEMENT PURPOSES ONLY**

6 5. The Court finds and concludes that, for the purposes of approving this Settlement  
7 Agreement only, the proposed Settlement Class meets the requirements for certification under  
8 California Code of Civil Procedure § 382: (a) the Settlement Class is so numerous that joinder of  
9 all members is impracticable; (b) there are questions of law or fact common to the Settlement  
10 Class; (c) the claims or defenses of the Settlement Class Representative are typical of the claims  
11 or defenses of the Settlement Class; (d) Settlement Class Representative and Class Counsel will  
12 fairly and adequately protect the interests of the Settlement Class because Settlement Class  
13 Representative have no interests antagonistic to the Settlement Class, and have retained counsel  
14 who are experienced and competent to prosecute this matter on behalf of the Settlement Class;  
15 and (e) the Defendant has acted on grounds that apply generally to the Settlement Class, so that  
16 final injunctive relief is appropriate respecting the Settlement Class as a whole.

17 6. The Settlement Agreement was the result of negotiations conducted by the Parties,  
18 over the course of multiple months, including with the assistance of a neutral mediator.  
19 Settlement Class Representative and Class Counsel maintain that the Action and the claims  
20 asserted therein are meritorious and that the Settlement Class Representative and the Class would  
21 have prevailed at trial. Defendant denies the material factual allegations and legal claims asserted  
22 by the Settlement Class Representative in this Action, maintains that, other than for settlement  
23 purposes, a class would not be certifiable under any Rule, and that the Settlement Class  
24 Representative and Class Members would not prevail at trial. Notwithstanding the foregoing, the  
25 Parties have agreed to settle the Action pursuant to the provisions of the Settlement Agreement,  
26 after considering, among other things: (a) the benefits to the Settlement Class Representative and  
27 the Settlement Class under the terms of the Settlement Agreement; (b) the uncertainty of being  
28 able to prevail at trial; (c) the uncertainty relating to Defendant's defenses and the expense of

1 additional motion practice in connection therewith; (d) obstacles to establishing entitlement to  
2 class-wide relief; (e) the attendant risks of litigation, especially in complex actions such as this, as  
3 well as the difficulties and delays inherent in such litigation and appeals; and (f) the desirability  
4 of consummating the Settlement promptly in order to provide effective relief to the Settlement  
5 Class Representative and the Settlement Class.

6         7.       The Court accordingly certifies, for settlement purposes only, a class consisting of  
7 all persons in the United States of America who made a purchase in Genshin Impact while under  
8 the age of 18. Excluded from the Settlement Class are (i) all Persons who are directors, officers,  
9 and agents of Cognosphere or its subsidiaries and affiliated companies or are designated by  
10 Cognosphere as employees of Cognosphere or its subsidiaries and affiliated companies; (ii) any  
11 entity in which Cognosphere has a controlling interest; and (iii) the Court, the Court's immediate  
12 family, and Court staff, as well as any appellate court to which this matter is ever assigned, and its  
13 immediate family and staff.

#### 14 **VI. NOTICE**

15         8.       Direct notice of the settlement is not required here because the Settlement  
16 Agreement only releases claims for injunctive and/or declaratory relief and does not release the  
17 monetary or damages claims of the Class, and thus the settlement expressly preserves the  
18 individual rights of Class Members to pursue monetary claims against Defendant. Nonetheless,  
19 pursuant to the Settlement Agreement, documents pertaining to the Settlement, preliminary  
20 approval, and final approval (including Plaintiffs' motion for attorneys' fees and incentive awards  
21 and any opposition or reply papers thereto), were posted on Class Counsel's public website.  
22 Additionally, Defendant will provide notice of the changes to the Genshin Impact terms of service  
23 to Class Members. Specifically, notice that Genshin Impact has new terms of service will be  
24 pushed to users (via an in-app notification) for their information and acknowledgement.

#### 25 **VII. CLAIMS COVERED AND RELEASES**

26         9.       This Order constitutes a full, final and binding resolution between the Class  
27 Representative's Releasing Parties, on behalf of themselves and the Settlement Class Members,  
28 and the Released Parties. This Release shall be applied to the maximum extent permitted by law.

1           10.     Upon the Effective Date and by operation of this Order, the Settlement Class  
2 Representative's Releasing Parties will fully, finally, and forever release, relinquish, and  
3 discharge any and all Settlement Class Representative's Released Claims, including claims for  
4 monetary relief and damages, known and unknown, as well as provide a waiver under California  
5 Civil Code Section 1542. Settlement Class Representative's Releasing Parties are forever  
6 enjoined from taking any action seeking any relief against the Released Parties based on any  
7 Settlement Class Representative's Released Claims.

8           11.     Upon the Effective Date and by operation of this Order, the Releasing Parties will  
9 fully, finally, and forever release, relinquish, and discharge the Settlement Class Members'  
10 Released Claims, as well as provide a waiver under California Civil Code Section 1542, including  
11 any and all claims for injunctive and/or declaratory relief of any kind or character, at law or  
12 equity, known or unknown, preliminary or final, under any other federal or state law or rule of  
13 procedure, up until and including the Effective Date, that result from, arise out of, are based on,  
14 or relate in any way to the practices and claims that were alleged in the Action, except that,  
15 notwithstanding the foregoing, the Releasing Parties do not release claims for monetary relief or  
16 damages. The Releasing Parties are forever enjoined from taking any action seeking injunctive  
17 and/or declaratory relief against the Released Parties based on any Settlement Class Members'  
18 Released Claims.

19           12.     The Settlement Agreement and this Order shall be the exclusive remedy for any  
20 and all Released Claims of the Settlement Class Representatives, Settlement Class Members, and  
21 Cognosphere.

22 **VIII. INJUNCTIVE RELIEF**

23           13.     Cognosphere will agree to include language in substantially the following form in  
24 its Terms of Service applicable to U.S. players (currently at  
25 <https://genshin.hoyoverse.com/en/company/terms>):

- 26           a.     “You acknowledge and agree that you are not entitled to a refund for any Virtual  
27                 Currency, except as otherwise required by applicable law.”  
28

- 1           14.    Cognosphere will, in processing any direct requests for refunds of in-game  
2 purchases:
- 3           a.    For platforms that process refund requests independently from Cognosphere (e.g.,  
4           Apple App Store, Google Play Store, PlayStation Store), in its standard response  
5           redirecting users to those platforms, add language in substantially the following  
6           form: “Please note that store refund policies may vary based on the location of  
7           user and the age of user, including legal minority, at the time of purchase, as may  
8           be required by applicable law,” provided, however, that Cognosphere may  
9           include other language as well while redirecting users to those platforms.
- 10          b.    For all other platforms, and refund requests for which Cognosphere elects to  
11          process itself, in its standard response for U.S. users seeking a refund who  
12          indicate that a minor was involved in the situation that led to the refund request,  
13          Cognosphere will implement policies to determine whether the in-game purchase  
14          was made when the user was a minor without parental consent, except as  
15          prohibited by local law.
- 16          15.    Cognosphere will create a public-facing “help page” (or add to existing pages to  
17 the extent relevant) referencing assistance with refunds for virtual money and/or virtual goods  
18 purchases:
- 19          a.    Add specific links to platforms that process refund requests independently from  
20          Cognosphere In-App/In-Game Purchase refund policies for reference;
- 21          b.    Add language in substantially the following form: “Please note that store refund  
22          policies may vary based on the location of user and the age of user, including  
23          legal minority, at the time of purchase, as may be required by applicable law,”  
24          provided, however, that Cognosphere may include other language as well while  
25          redirecting users to those platforms so long as the additional language does not  
26          conflict with the quoted required language in this Paragraph.
- 27          16.    Cognosphere will link to these “help pages” on the website within its FAQ section.  
28

1           17. For all refund requests processed by Cognosphere referenced in ¶ 5(b)(ii),  
2 Cognosphere will implement a dedicated process to address refund requests to determine whether  
3 a refund is appropriate, which may include, but are not limited to, the following considerations:

- 4           a. reasonable confirmation that the purchaser is a minor;
- 5           b. The minor's legal guardian agrees that Cognosphere may terminate the minor's  
6 account and will prohibit future gameplay by the minor and agrees to be  
7 financially responsible for any future purchases by the minor;
- 8           c. Cognosphere may require identification of the minor and the minor's legal  
9 guardian to prevent the minor's access to further gameplay;
- 10          d. Cognosphere is not required to provide refunds for purchases made on an adult's  
11 account.

12          18. As part of the Settlement Agreement, Defendant will train its customer support  
13 ("CS") team to ask questions reasonably understandable to a consumer to (1) determine whether  
14 the minor is based in the U.S. and (2) whether the minor is disaffirming the purchases made in the  
15 game as part of the CS training process provided for in the Settlement. Specifically, Cognosphere  
16 will train its CS team to implement the following steps in addressing requests to disaffirm  
17 purchases by users:

- 18           a. The CS team will determine whether the user is located in the United States via  
19 the user's IP Address or registration;
- 20           b. The CS team will attempt to determine, through key words and self-identification,  
21 or by other legitimate and reasonable means, whether the user is a minor seeking  
22 to disaffirm their purchases;
- 23           c. If needed, the CS team will confirm whether the purchases were made by a minor  
24 by asking for a form of identification (whether it be a school ID or other  
25 reasonable form of identification);
- 26           d. The CS team will determine what platform the user used to make the purchases  
27 they seek to disaffirm; and
- 28           e. If the purchases were made on platforms where Cognosphere is able to process

1 the refunds (e.g., purchases made directly on Cognosphere's website) the CS  
2 team will process the requested refund directly. Alternatively, if the purchases the  
3 user seeks to disaffirm were made while the user played Genshin Impact on a  
4 third-party platform that processes refunds independently from Cognosphere  
5 (e.g., PlayStation Store, the Google Play Store, and the Apple App Store), the CS  
6 team will direct the user to the appropriate platform and, pursuant to paragraph  
7 14(a) of the Settlement Agreement, the CS team will notify the user that "Store  
8 refund policies may vary based on the location of user and the age of user,  
9 including legal minority, at the time of purchase, as may be required by  
10 applicable law."

11 f. Where the CS team confirms that the user is a minor seeking to disaffirm their  
12 purchases, the CS team will further work with Cognosphere's compliance team to  
13 close the minor's account.

14 19. The parties will acknowledge that Cognosphere's refund policies and practices  
15 with respect to U.S. minors comply with the California Family Code Sections 6701(c) and 6710.

16 **IX. ATTORNEYS' FEES AND EXPENSES AND INCENTIVE AWARDS**

17 20. The Court has also considered Plaintiff's Motion for Attorneys' Fees, Costs,  
18 Expenses, and Incentive Award, as well as the supporting declarations, and adjudges that the  
19 payment of attorneys' fees, costs, and expenses in the amount of \$400,000 is reasonable under  
20 California law. *In re Consumer Privacy Cases*, 175 Cal.App.4th 545, 551 (2009); *Wershba v.*  
21 *Apple Computer*, 91 Cal.App.4th 224, 254-255 (2001); *Lealao v. Benefit Cal.*, 82 Cal.App.4th 19,  
22 26-34 (2000); *Serrano v. Priest*, 20 Cal.3d 25, 34-48 (1977). This award includes Class  
23 Counsel's unreimbursed litigation expenses. Such payment shall be made pursuant to and in the  
24 manner provided by the terms of the Settlement Agreement.

25 21. The Court has also considered Plaintiff's Motion and supporting declarations for  
26 an incentive award to the Class Representative, C.J. The Court adjudges that the payment of an  
27 incentive award in the amount of \$1,000 to C.J. to compensate her for her efforts and  
28 commitment on behalf of the Settlement Class, is fair, reasonable, and justified under the



1 circumstances of this case. Such payment shall be made pursuant to and in the manner provided  
2 by the terms of the Settlement Agreement.

3 **X. AUTHORIZATION TO PARTIES TO IMPLEMENT AGREEMENT AND**  
4 **MODIFICATIONS OF AGREEMENT**

5 22. By this Order, the Parties are hereby authorized to implement the terms of the  
6 Settlement Agreement. After the date of entry of this Order, the Parties may by written  
7 agreement effect such amendments, modifications, or expansions of the Settlement Agreement  
8 and its implementing documents (including all exhibits thereto) without further approval by the  
9 Court if such changes are consistent with terms of this Order and do not materially alter, reduce,  
10 or limit the rights of Settlement Class Members under the Settlement Agreement.

11 **XI. COMPLIANCE HEARING**

12 23. The Court sets a compliance hearing for Friday, August 9, 2024 at 8:30 a.m. The  
13 Parties shall submit a compliance report with the Court on or before August 2, 2024.

14 **XII. TERMINATION**

15 24. In the event that the Settlement Agreement is terminated pursuant to the terms of  
16 the Settlement Agreement, (a) the Settlement Agreement and this Order shall become void, shall  
17 have no further force or effect, and shall not be used in any action or other proceedings for any  
18 purpose other than as may be necessary to enforce the terms of the Settlement Agreement that  
19 survive termination; (b) this matter will revert to the status that existed before execution of the  
20 Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the  
21 Parties' settlement discussions, negotiations, or documentation (including any briefs filed in  
22 support of preliminary or final approval of the Settlement) shall (i) be admissible into evidence  
23 for any purpose in any action or other proceeding other than as may be necessary to enforce the  
24 terms of the Settlement Agreement that survive termination, (ii) be deemed an admission or  
25 concession by any Party regarding the validity of any Released Claim or the propriety of  
26 certifying any class against Cognosphere, or (iii) be deemed an admission or concession by any  
27 Party regarding the truth or falsity of any facts alleged in the Action or the availability or lack of  
28 availability of any defense to the Released Claims.

1 **XIII. RETENTION OF JURISDICTION**

2 25. 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 **XIV. FINAL JUDGMENT**

7 26. Pursuant to Rule of Court 3.767, judgment is hereby entered in accordance with  
8 the terms of the Settlement Agreement.

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10 Dated: March 22, 2024

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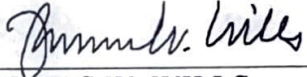
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THOMAS W. WILLS  
Judge of the Superior Court