

1 Tina Wolfson (SBN 174806)
twolfson@abdootwolfson.com
2 Robert Ahdoot (SBN 172098)
rahdoot@abdootwolfson.com
3 Theodore W. Maya (SBN 223242)
tmaya@abdootwolfson.com
4 Bradley K. King (SBN 274399)
bking@abdootwolfson.com
5 AHDOOT & WOLFSON, PC
10728 Lindbrook Drive
6 Los Angeles, CA 90024
Tel: (310) 474-9111
7 Fax: (310) 474-8585

8 *Counsel for Plaintiff and the putative class*

9
10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 ABHI SHETH, individually and on behalf
13 of all others similarly situated,

14 Plaintiff,

15 v.

16 RING LLC,

17 Defendant.
18
19
20
21
22
23
24
25
26
27
28

Case No. 2:20-cv-01538

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Abhi Sheth (“Plaintiff”), by and through his counsel, brings this Class Action
2 Complaint against Defendant Ring LLC (“Ring” or “Defendant”), on behalf of himself and
3 all others similarly situated, and alleges, upon personal knowledge as to his own actions and
4 his counsel’s investigations, and upon information and belief as to all other matters, as
5 follows:

6 **INTRODUCTION**

7 1. This case addresses Ring’s lackadaisical efforts to provide the safety and
8 security it ostensibly promises its customers, as well as its continuous failure to respect its
9 customers’ most fundamental autonomy and privacy rights—the right to privacy in one’s
10 home—and the very principles upon which the company was built.

11 2. Ring is a security and smart home company that designs, manufactures, and
12 sells a wide range of home security devices, including motion-detecting video surveillance
13 cameras, smart lighting, and video doorbells (collectively, “Ring Security Devices”). Since
14 the company was founded, Ring has boldly represented that Ring Security Devices are
15 designed to promote the safety of its customers and to protect their privacy.

16 3. Despite expressly promising to provide its customers with “peace of mind”
17 and to put its customers’ “security first,” Ring Security Devices actually expose the most
18 intimate areas of customers’ homes—and consequently the most private aspects of
19 customers’ lives—to unauthorized third parties through both their deliberately inadequate
20 security measures as well as affirmative sharing of customer personal information with third
21 parties without the customers’ informed consent. Ring thus places its own profits above the
22 sacred privacy rights of its customers.

23 4. For years, Ring has known about the vulnerabilities in its systems, through
24 customer complaints of unauthorized access to their Ring Security Devices, customers’
25 pleas to implement more robust security measures and precautions, and news reports
26 surfacing across the country. Nevertheless, Ring has refused to take responsibility for the
27 vulnerabilities of Ring Security Devices or its role in compromising the privacy of its
28 customers.

1 5. Moreover, Ring has and continues to share its customers' personal
2 information in real time with unauthorized third parties without the customers' informed
3 consent, further increasing the risk of unauthorized access and abuse of personal
4 information.

5 6. The ramifications of unauthorized access to the highly personal details can be
6 severe, and individuals accordingly go to great lengths to safeguard not only the privacy and
7 sanctity of their homes, but, in the case of parents and guardians, also that of their minor
8 children.

9 7. Accordingly, Plaintiff, individually and on behalf of all others similarly
10 situated, brings this action to force Ring to respect the sacred right to privacy in one's home
11 that is guaranteed to all Americans, by implementing appropriate security measures,
12 stopping the sharing of information with unauthorized third parties, and compensating its
13 customers for the past invasion of privacy.

14 **THE PARTIES**

15 8. Plaintiff is a resident of Seattle, Washington. On or about June 12, 2019,
16 Plaintiff purchased a Ring Video Doorbell from Costco for approximately \$159.99.

17 9. Defendant is a limited liability company organized under the laws of the state
18 of Delaware. Defendant is registered to do business in the state of California, with its place
19 of business located at 1523 26th Street, Santa Monica, California 90404.

20 **JURISDICTION AND VENUE**

21 10. This Court has subject matter jurisdiction over this action under 28 U.S.C. §
22 1332(d)(2), in that the matter is a class action wherein the amount in controversy exceeds
23 the sum or value of \$5,000,000, exclusive of interest and costs, and members of the Class
24 are citizens of states different from Defendant.

25 11. This Court has personal jurisdiction over Defendant because it is
26 headquartered in this District and is registered to conduct business in California.

27 12. Venue is proper pursuant to 28 U.S.C. § 1391(b)(1) because Defendant resides
28 in this District, and under 28 U.S.C. § 1391(b)(2) because a substantial part of the events

1 and omissions giving rise to this action occurred in this District.

2 **STATEMENT OF FACTS**

3 13. Ring provides its customers with integrated smart home solutions, including a
4 range of security devices, most notably video surveillance doorbells and cameras. According
5 to Ring, the “Ring” name “actually comes from the ‘ring’ of security [the company]
6 create[s]” around its customers’ homes and communities.¹

7 14. The Ring Video Doorbell is its flagship product, and through wireless
8 technology, enables its users to monitor and control the device remotely via the user’s online
9 account or mobile phone.

10 15. Ring undoubtedly recognizes the importance of maintaining its customers’
11 privacy and security. Indeed, Ring built the Ring Video Doorbell with the goal that the
12 device would “provide meaningful security at its core”² Though Ring has expanded the
13 range of security devices it offers, the perception that Ring Security Devices increase the
14 safety and security of its customers’ homes remain unchanged.

15 16. Ring Security Devices are designed to operate through a user’s Wi-Fi network.
16 Once connected, Ring Security Devices enable users to view the video stream in the device’s
17 range and use the device’s microphone and speaker feature to listen and communicate with
18 nearby occupants.

19 17. However, Defendant’s statements regarding the safety and security of Ring
20 Security Devices, and consequently, of its customers’ private property and personal
21 information, are plainly untrue because—as explained below—Defendant’s wholly
22 inadequate security measures has resulted, and will continue to result, in unauthorized third-
23 party access to its customers’ Ring Security Devices.

24 _____
25
26 ¹ Jamie Siminoff, *The History Behind Ring*, RING BLOG (Sept. 26, 2014),
27 <https://blog.ring.com/2014/09/26/scrappy-dedicated-humbled-proud-and-excited-the-history-behind-ring/>.

28 ² *Id.*

1 18. Despite Ring’s representations that it “maintain[s] administrative, technical
2 and physical safeguards designed to protect personal information against accidental,
3 unlawful or unauthorized destruction, loss, alteration, access, disclosure or use,”³ it fails to
4 implement entirely common and basic cybersecurity measures or protocols to guard against
5 unauthorized access or intrusion by third parties.

6 19. Unlike a wealth of other online service providers, Ring does not require its
7 customers to use two-factor authentication (or “dual factor authentication”) to access their
8 Ring Security Devices and accounts. Further, Ring neither limits the number of unsuccessful
9 login attempts into a user’s account nor does it notify its customers of these unsuccessful
10 or suspicious login attempts.⁴ Ring also does not provide a way to see how many users are
11 currently logged in to a single account.

12 20. In addition, an investigation of the Ring smartphone app found that it was
13 “packed with third-party trackers sending out a plethora” of customers’ personally
14 identifiable information (“PII”), with “four analytics and marketing companies discovered
15 to be receiving information such as the names, private IP addresses, mobile network
16 carriers, persistent identifiers, and sensor data on the devices of paying customers,”⁵ further
17 exposing class members’ PII to third parties and increasing the risk of unauthorized access.

18 21. For example, every time a customer opens the Ring app on his or her
19 smartphone, the app sends information to Facebook about that customer, including “the
20 time zone, device model, language preferences, screen resolution, and a unique identifier.”⁶
21

22
23 ³ Ring Privacy Notice (Nov. 19, 2019), <https://shop.ring.com/pages/privacy-notice>.

24 ⁴ Joseph Cox, *We Tested Ring’s Security. It’s Awful*, VICE (Dec. 17, 2019),
https://www.vice.com/en_us/article/epg4xm/amazon-ring-camera-security.

25 ⁵ Bill Budington, *Ring Doorbell App Packed with Third-Party Trackers*, ELECTRONIC FRONTIER
26 FOUNDATION (Jan. 27, 2020), [https://www.eff.org/deeplinks/2020/01/ring-doorbell-app-
packed-third-party-trackers](https://www.eff.org/deeplinks/2020/01/ring-doorbell-app-packed-third-party-trackers).

27 ⁶ Kari Paul, *Smart doorbell company Ring may be surveilling users through its app*, THE GUARDIAN
28 (Jan. 29, 2020), [https://amp.theguardian.com/technology/2020/jan/29/ring-smart-
doorbell-company-surveillance-eff-report](https://amp.theguardian.com/technology/2020/jan/29/ring-smart-doorbell-company-surveillance-eff-report).

1 22. A business analytics firm, MixPanel, receives even more sensitive PII from the
2 Ring app, including “users’ full names, email addresses, device information such as
3 operating system (OS) version and model, whether Bluetooth is enabled, and the number
4 of Ring devices installed.”⁷

5 23. Although Ring has yet to respond to these disturbing surveillance reports,
6 Ring previously deflected blame for the poor cybersecurity issues that led to unauthorized
7 hacking into users’ Ring app and enabled strangers to spy on homeowners. After those
8 reports surfaced late last year, Ring responded by sending its customers an email telling
9 them they should turn on two-factor authentication.⁸

10 24. While Ring continues to represent placing high value on their customers’
11 privacy and that it places customers’ “security first,” Ring’s actions demonstrate otherwise.
12 Ring has attempted to absolve itself from liability by blaming its own customers for any
13 unauthorized access to their Ring Security Devices and turning a blind eye to the inadequate
14 security measures that made its Ring Security Devices susceptible to hacking and
15 unauthorized access in the first place.

16 25. Had Ring informed its customers that it would use inadequate security
17 measures and permit unauthorized third-party tracking of their PII, consumers—like
18 Plaintiff and Class members—would not have been willing to purchase Ring Security
19 Devices at the price charged, if at all.

20 26. Ring’s failure to implement adequate security protocols jeopardized tens of
21 thousands of consumers’ privacy, fell well short of their promises, and diminished the value
22 of the products and services provided. In other words, because Defendant failed to disclose
23 their gross security inadequacies, and affirmatively shared customers’ information with third

24
25 ⁷ *Id.*

26 ⁸ Kim Lyons, *Why Ring can’t just blame users for those home-invading camera ‘hacks’: It’s surprisingly*
27 *easy to access someone’s Ring camera if their password was breached*, THE VERGE (Dec. 18, 2019),
28 <https://www.theverge.com/2019/12/18/21028092/amazon-ring-camera-hack-password-security-privacy-access-2fa>.

1 parties without their informed consent, they delivered fundamentally less useful and less
2 valuable products and services than those for which consumers like Plaintiff paid.

3 27. Ring failed to assess reasonably foreseeable internal and external risks to the
4 security, confidentiality, and integrity of its customers' PII and other private information.
5 Defendant's failures include, *inter alia*, the failure to implement basic safeguards to protect
6 the security, confidentiality, and integrity of consumer information as well as the affirmative
7 sharing of PII with unauthorized third parties.

8 28. Ring's handling of its customers' information is particularly egregious not just
9 because Ring markets its products as home security devices which are supposed to make its
10 customers feel safer, but also because the company is worth billions and undoubtedly has
11 the resources to implement relatively cheap, better security measures but chooses not to do
12 so, such as two-factor authentication. Based on consultation with experts, Plaintiff suspects
13 that Ring refuses to implement simple and relatively cheap security measures so as to make
14 it easier to affirmatively share customers' PII with third parties, such as Facebook and
15 MixPanel.

16 29. "A Ring account is not a normal online account. Rather than a username and
17 password protecting messages or snippets of personal information, such as with say, a video
18 game account, breaking into a Ring account can grant access to exceptionally intimate and
19 private parts of someone's life and potentially puts their physical security at risk."

20 30. The implications of Ring's failures are substantial, given the breadth of private
21 and personal information supposedly protected, but now jeopardized, by Ring and its
22 unsecure products and services.

23 31. Private information, including PII, is such a valuable commodity to identity
24 thieves that once the information has been compromised, criminals often trade the
25 information on the "cyber black-market" for years. As a result of recent large-scale data
26

27
28 ⁹ *Supra* note 4.

1 breaches, identity thieves and cyber criminals have openly posted stolen PII directly on
2 various Internet websites making the information publicly available.

3 32. While Ring's wrongful conduct constitutes invasion of privacy in and of itself,
4 entitling consumers to damages, Plaintiff and Class members are also now placed at an
5 increased risk of further imminent harm as a direct result of Ring's wrongful acts and
6 omissions.

7 **CLASS ALLEGATIONS**

8 33. Plaintiff seeks relief in his individual capacity and on behalf of all others who
9 are similarly situated. In accordance with Rule 23 of the Federal Rules of Civil Procedure,
10 Plaintiff seeks certification of a Nationwide Class initially defined as follows:

11 All persons residing in the United States who purchased a Ring
12 Security Device within the applicable statute of limitations period.

13 34. Excluded from the Class are Defendant, including any entity in which
14 Defendant has a controlling interest, is a parent or subsidiary, or which is controlled by
15 Defendant, as well as the officers, directors, affiliates, legal representatives, heirs,
16 predecessors, successors, and assigns of Defendant. Also excluded are the judges and court
17 personnel in this case and any members of their immediate families. Plaintiff reserves the
18 right to expand, limit, modify, or amend the proposed Class definition before the Court
19 determines whether certification is appropriate.

20 35. The Class meets the requirements of Federal Rules of Civil Procedure 23(a)
21 and 23(b)(1), (b)(2), and (b)(3) for all of the following reasons.

22 36. Numerosity. Although the exact number of Class members is uncertain, and
23 can only be ascertained through appropriate discovery, the number is great enough such
24 that joinder is impracticable, believed to amount to many thousands of persons. The
25 disposition of the claims of these Class members in a single action will provide substantial
26 benefits to all parties and the Court. Information concerning the exact size of the putative
27 class is within the possession of Defendant. The parties will be able to identify each member
28 of the Class after Defendant's document production and/or related discovery.

1 37. Commonality. Common questions of fact and law exist as to all Class
2 members and predominate over any questions that affect only individual Class members,
3 including by example only and without limitation, the following:

4 a. whether Defendant failed to adequately safeguard Plaintiff's and Class
5 members' property, including their private and personal information;

6 b. whether Defendant failed to protect or otherwise keep Plaintiff's and
7 Class members' homes, including their private and personal information secure, as
8 promised;

9 c. whether Defendant's collection and storage of Plaintiff's and Class and
10 members' private and personal information in the manner alleged violated federal, state and
11 local laws, or industry standards;

12 d. whether Defendant engaged in unfair or deceptive practices by failing
13 to properly safeguard Plaintiff's and Class members' homes and private and personal
14 information as promised;

15 e. whether Defendant violated the consumer protection statutes
16 applicable to Plaintiff and members of the Class;

17 f. whether Defendant acted negligently in failing to properly safeguard
18 Plaintiff's and Class members' homes and private and personal information;

19 g. whether Defendant's acts and practices complained of herein amounts
20 to egregious breaches of social norms; and

21 h. The nature of the relief, including equitable relief, to which Plaintiff and
22 Class members are entitled.

23 38. Typicality. All of Plaintiff's claims are typical of the claims of the proposed
24 Class they seek to represent in that: Plaintiff's claims arise from the same practice or course
25 of conduct that forms the basis of the Class claims; Plaintiff's claims are based upon the
26 same legal and remedial theories as the proposed Class and involve similar factual
27 circumstances; there is no antagonism between the interests of Plaintiff and absent Class
28 members; the injuries that Plaintiff suffered are similar to the injuries that Class members

1 have suffered.

2 39. Adequacy. Plaintiff will fairly and adequately represent the Class in that: (1)
3 there is no conflict between Plaintiff's claims and those of other Class members; (2) Plaintiff
4 has retained counsel who are skilled and experienced in class actions and who will vigorously
5 prosecute this litigation; and (3) Plaintiff's claims are typical of the claims of Class members.

6 40. Predominance. The proposed action meets the requirements of Federal Rule
7 of Civil Procedure 23(b)(3) because questions of law and fact common to the Class
8 predominate over any questions which may affect only individual Class members.

9 41. Superiority. The proposed class action also meets the requirements of Federal
10 Rule of Civil Procedure 23(b)(3) because a class action is superior to other available methods
11 for the fair and efficient adjudication of the controversy. Class treatment of common
12 questions is superior to multiple individual actions or piecemeal litigation, avoids
13 inconsistent decisions, presents far fewer management difficulties, conserves judicial
14 resources and the parties' resources, and protects the rights of each Class member. Absent
15 a class action, the majority of Class members would find the cost of litigating their claims
16 prohibitively high and would have no effective remedy.

17 42. Plaintiff's claims also meet the requirements of Federal Rule of Civil
18 Procedure 23(b)(1) because prosecution of separate actions by individual Class members
19 would create a risk of inconsistent or varying adjudications that would establish
20 incompatible standards for Defendant. Varying adjudications could establish incompatible
21 standards with respect to: whether Defendant's ongoing conduct violates the claims alleged
22 herein; and whether the injuries suffered by Class members are legally cognizable, among
23 others. Prosecution of separate actions by individual Class members would also create a risk
24 of individual adjudications that would be dispositive of the interests of other Class members
25 not parties to the individual adjudications, or substantially impair or impede the ability of
26 Class members to protect their interests.

FIRST CAUSE OF ACTION

**Invasion of Privacy and Violation of the California Constitution, Art. 1, § 1
(On Behalf of Plaintiff and the Nationwide Class)**

43. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

44. Plaintiff and Class members have a legally protected privacy interest in their homes, as well as the private and personal information that is transferred to or recorded by Ring security devices, and are entitled to the protection of their property and information against unauthorized access.

45. Plaintiff and Class members reasonably expected that their Ring Security Devices would be protected and secure from unauthorized parties, and that their private and personal information would not be disclosed to any unauthorized parties or disclosed for any improper purpose.

46. Defendant unlawfully invaded the privacy rights of Plaintiff and Class members by (a) failing to adequately secure their private and personal information from disclosure to unauthorized parties for improper purposes; (b) disclosing their private, and personal information to unauthorized parties in a manner that is highly offensive to a reasonable person; and (c) disclosing their private and personal information to unauthorized parties without the informed and clear consent of Plaintiff and Class members. This invasion into the privacy interest of Plaintiff and Class members is serious and substantial.

47. In failing to adequately secure Plaintiff's and Class members' most private and personal information, Defendant acted in reckless disregard of their privacy rights. Defendant knew or should have known that their substandard security measures are highly offensive to a reasonable person in the same position as Plaintiff and Class members.

48. Defendant violated Plaintiff's and Class members' right to privacy under California law, including, but not limited to, Article 1, Section 1 of the California Constitution and the California Consumer Privacy Act.

49. As a direct and proximate result of Defendant's unlawful invasions of privacy, Plaintiff's and Class members' private, personal, and confidential information has been accessed or is at imminent risk of being accessed, and their reasonable expectations of

1 privacy have been intruded upon and frustrated. Plaintiff and proposed Class members have
2 suffered injuries as a result of Defendant's unlawful invasions of privacy and are entitled to
3 appropriate relief.

4 50. Plaintiff and Class members are entitled to injunctive relief as well as actual
5 and punitive damages.

6 **SECOND CAUSE OF ACTION**
7 **Negligence**
8 ***(On Behalf of Plaintiff and the Nationwide Class)***

9 51. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

10 52. Defendant marketed and sold Ring Security Devices to Plaintiff and Class
11 members with full awareness of the purposes for which Ring Security Devices were being
12 used, as well as the highly sensitive nature of the property and information Ring Security
13 Devices were designed to safeguard.

14 53. Defendant owed a duty to Plaintiff and Class members arising from the
15 sensitivity of Plaintiff's and Class members' information and privacy rights Ring Security
16 Devices were designed to secure and protect, to exercise reasonable care in safeguarding
17 such information and privacy rights. This duty included, among other things, designing,
18 maintaining, implementing, monitoring, testing, and complying with reliable security
19 systems, protocols, and practices to ensure that Plaintiff's and Class members' Ring Security
20 Devices were adequately secured from unauthorized access, and not disclosing their private
21 and personal information to unauthorized parties without the informed and clear consent.

22 54. Defendant breached its duties by, among other things, (1) failing to implement
23 and maintain reasonable security protections and protocols, and (2) knowingly sharing
24 and/or selling customers' PII to third parties for analytics and marketing purposes without
25 adequate disclosure to and consent from its customers.

26 55. But for Defendant's breaches of its duties, Plaintiff's and Class members' Ring
27 Security Devices would be protected from unauthorized access, and Plaintiff's and Class
28 members' homes, private and personal information, and privacy rights would not have been
compromised and/or obtained by third parties without consent.

1 56. Plaintiff and Class members were foreseeable victims of Defendant’s wrongful
2 conduct complained of herein. Defendant knew or should have known that its failure to
3 implement reasonable protocols to adequately secure its customers’ Ring Security Devices
4 and restrict third-party access to customers’ PII would cause damages to Plaintiff and Class
5 members.

6 57. As a result of Defendant’s negligent and/or willful failures, Plaintiff and Class
7 members suffered injury, which includes but is not limited to exposure to a heightened,
8 imminent risk of unauthorized access to their homes and private and personal information,
9 fraud, theft, and other financial harm. Plaintiff and Class members must more closely
10 monitor their homes and private and personal information. Plaintiff and Class members
11 also have incurred, and will continue to incur on an indefinite basis, out-of-pocket costs for
12 obtaining additional protective measures to prevent unauthorized access to their homes and
13 private and personal information. The unauthorized access to Plaintiff’s and Class members’
14 private and personal information also has diminished the value of that information.

15 58. The damages to Plaintiff and Class members were a proximate, reasonably
16 foreseeable result of Defendant’s breaches of its duties.

17 59. Plaintiff and Class members are entitled to damages in an amount to be proven
18 at trial.

19 **THIRD CAUSE OF ACTION**
20 **Breach of the Implied Warranty of Merchantability**
 (On Behalf of Plaintiff and the Nationwide Class)

21 60. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

22 61. Ring is in the business of designing, manufacturing, marketing, advertising,
23 warranting, and selling home security systems. Defendant impliedly warranted to Plaintiff
24 and Class members that Ring Security Devices were of certain quality, free from defects, fit
25 for the ordinary purpose of securing information and maintaining the safety of its
26 customers.

27 62. Ring Security Devices are unfit for ordinary use and not of merchantable
28 quality as warranted by Defendant because Ring Security Devices are not secure and can

1 (and have been) easily be accessed by unauthorized third parties.

2 63. Prior to purchase, Plaintiff and Class members could not have readily
3 discovered that Ring Security Devices were not merchantable for use to secure and protect
4 Plaintiff's and Class members' homes and their private and personal information.

5 64. Defendant has continually failed to provide adequate remedies under this
6 implied warranty. Defendant's continuous failure to do so has caused this implied warranty
7 to fail of its essential purpose, thereby permitting remedies under this implied warranty.

8 65. Defendant had unequal bargaining power and misrepresented Ring Security
9 Devices' reliability and performance properties, and the limited remedies unreasonably
10 favor Defendant and fail Plaintiff's reasonable expectations of Ring Security Devices'
11 performance.

12 66. As a result of Defendant's breaches of this implied warranty, Plaintiff and
13 Class members suffered damages, injuries in fact and ascertainable losses.

14 67. Accordingly, Plaintiff, on behalf of himself and members of the Class, seek an
15 order declaring that Defendant's conduct constituted breaches of the implied warranty of
16 merchantability, and awarding them damages in an amount to be determined at trial.

17
18 **FOURTH CAUSE OF ACTION**
19 **Breach of Implied Contract**
(On Behalf of Plaintiff and the Nationwide Class)

20 68. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

21 69. Defendant provided Ring Security Devices to Plaintiff and members of the
22 Class. In exchange, Defendant received benefits in the form of monetary payments.

23 70. Defendant has acknowledged these benefits and accepted or retained them.

24 71. In using Ring Security Devices, Plaintiff and Class members continually
25 provide Defendant with their most private and personal information.

26 72. By providing that information, and upon Defendant's acceptance of that
27 information, Plaintiff and Class members, on the one hand, and Defendant, on the other,
28 entered into implied contracts whereby Defendant agreed to and was obligated to take

1 reasonable steps to secure and safeguard that sensitive information. Such safeguarding was
2 integral and essential to Defendant's entire line of business, home security.

3 73. Under those implied contracts, Defendant was obligated to provide Plaintiff
4 and Class members with Ring Security Devices that were suitable for their intended purpose
5 of providing security, rather than security devices vulnerable to unauthorized access,
6 incapable of providing safety and security, and instead actually utilized to track its users' PII
7 for commercial purposes.

8 74. Without such implied contracts, Plaintiff and Class members would not have
9 paid for Ring Security Devices and would not have conferred benefits on Defendant, but
10 rather chosen alternative security devices that did not present these privacy and safety risks.

11 75. Plaintiff and Class members fully performed their obligations under these
12 implied contracts.

13 76. As described throughout, Defendant did not take reasonable steps to
14 safeguard Plaintiff's and Class members' private property and information. In fact,
15 Defendant willfully violated those privacy interests by tracking and disclosing its customers'
16 PII to third parties without consent.

17 77. Because Defendant failed to take reasonable steps to safeguard Plaintiff's
18 private property and information, Defendant breached its implied contracts with Plaintiff
19 and Class members.

20 78. Defendant's failure to fulfill its obligation to safeguard Plaintiff's and Class
21 members' private property and information resulted in Plaintiff and Class members
22 receiving security devices that were of less value than they paid for (*i.e.*, unsecure devices
23 without adequate security).

24 79. Stated otherwise, because Plaintiff and Class members paid for secure devices
25 and privacy protections they did not receive—even though such protections were a material
26 part, if not the very essence, of their contracts with Defendant—the full benefit of their
27 bargain.

28 80. As a result of Defendant's conduct, Plaintiff and members of the Class have

1 suffered actual damages in an amount equal to the difference in the value of the security
2 devices they paid for and the unsecure devices they received.

3 81. Accordingly, Plaintiff, on behalf of himself and Class members, seeks an order
4 declaring that Defendant’s conduct constitutes breach of implied contract, and awarding
5 them damages in an amount to be determined at trial.

6 **FIFTH CAUSE OF ACTION**
7 **Unjust Enrichment**
8 ***(On Behalf of Plaintiff and the Nationwide Class)***

9 82. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

10 83. Defendant received a benefit from Plaintiff and Class members in the form of
11 payments for Ring Security Devices.

12 84. Those benefits received by Defendant were at the expense of Plaintiff and
13 Class members.

14 85. The circumstances alleged herein are such that it would be unjust for
15 Defendant to retain the portion (if not the entirety) of Plaintiff’s and Class members’
16 payments that should have been earmarked to provide secure and reliable security devices,
17 and adequate privacy and security procedures and safeguards for Plaintiff’s and the Class’
18 private property and information, including only third-party sharing as authorized by its
19 customers.

20 86. Plaintiff and the Class seek disgorgement of Defendant’s ill-gotten gains.

21 **SIXTH CAUSE OF ACTION**
22 **Violation of the California Unfair Competition Law,**
23 **Cal. Bus. & Prof. Code § 17200, et seq.**
24 ***(On Behalf of Plaintiff and the Nationwide Class)***

25 87. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

26 88. California’s Unfair Competition Law (“UCL”) prohibits any “unlawful, unfair,
27 or fraudulent business act or practice and unfair, deceptive, untrue or misleading
28 advertising.” Cal. Bus. & Prof. Code § 17200.

89. Defendant engaged in unfair, fraudulent, and unlawful business practices in
connection with its provision of Ring Security Devices, in violation of the UCL.

1 90. As alleged herein, Defendant expressly represented to consumers such as
2 Plaintiff and Class members, among other things: that Ring Security Devices were secure;
3 and that Defendant would maintain adequate security practices and procedures to protect
4 Plaintiff's and Class members' private property and information from unauthorized access.
5 Defendant also omitted or concealed the material fact of its inadequate privacy and security
6 measures, and failed to disclose to Plaintiff and Class members that it failed to meet legal
7 and industry standards for the protection of Ring Security Devices and consequently, its
8 customers' private property and information. Defendant also concealed its commercial
9 tracking and sharing of customers' PII with third parties.

10 91. The acts, omissions, and conduct of Defendant as alleged herein constitute
11 "business practices" within the meaning of the UCL.

12 92. Defendant violated the "unlawful" prong of the UCL by violating, *inter alia*,
13 Plaintiff's and Class members' constitutional rights to privacy and state consumer protection
14 statutes, such as Washington's Consumer Protection Act and Article 1, Section 1 of the
15 California Constitution.

16 93. Defendant's acts, omissions, and conduct also violate the unfair prong of the
17 UCL because those acts, omissions, and conduct, as alleged herein, offended public policy
18 and constitute immoral, unethical, oppressive, and unscrupulous activities that caused
19 substantial injury, including to Plaintiff and Class members. The harm caused by
20 Defendant's conduct outweighs any potential benefits attributable to such conduct and
21 there were reasonably available alternatives to further Defendant's legitimate business
22 interests, other than Defendant's conduct described herein.

23 94. By exposing, compromising, and willfully sharing and/or selling Plaintiff's and
24 Class members' private property and personal information without authorization,
25 Defendant engaged in a fraudulent business practice that is likely to deceive a reasonable
26 consumer.

27 95. A reasonable person would not have agreed to purchase Ring Security Devices
28 had he or she known the truth about Defendant's practices alleged herein. By withholding

1 material information about its practices, Defendant was able to convince customers to use
2 Ring Security Devices and to entrust their highly personal information to Defendant.
3 Accordingly, Defendant’s conduct also was “fraudulent” within the meaning of the UCL.

4 96. As a result of Defendant’s violations of the UCL, Plaintiff and Class members
5 are entitled to injunctive relief.

6 97. As a result of Defendant’s violations of the UCL, Plaintiff and Class members
7 have suffered injury in fact and lost money or property, as detailed above. Plaintiff requests
8 that the Court issue sufficient equitable relief to restore Plaintiff and Class members to the
9 position they would have been in had Defendant not engaged in unfair competition.

10 **SEVENTH CAUSE OF ACTION**

11 **Violation of the California Consumers Legal Remedies Act,**
12 **Cal. Civ. Code § 1750, *et seq.***
13 ***(On Behalf of Plaintiff and the Nationwide Class)***

14 98. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

15 99. California’s Consumers Legal Remedies Act (“CLRA”) has adopted a
16 comprehensive statutory scheme prohibiting various deceptive practices in connection with
17 the conduct of a business providing goods, property, or services to consumers primarily for
18 personal, family, or household purposes. The self-declared purposes of the CLRA are to
19 protect consumers against unfair and deceptive business practices and to provide efficient
20 and economical procedures to secure such protection.

21 100. Defendant is a “person” as defined by Civil Code Section 1761(c), because it
22 is a limited liability company, as set forth above.

23 101. Plaintiff and Class members are “consumers” within the meaning of Civil
24 Code Section 1761(d).

25 102. Ring Security Devices purchased by Plaintiff and the Class constitute “goods”
26 and within the meaning of Cal. Civ. Code § 1761(a).

27 103. Defendant’s sale of Ring Security Devices to Plaintiff and the Class constitute
28 “transactions,” as defined by Cal. Civ. Code § 1761(e).

1 104. Plaintiff and Class members purchased Ring Security Devices from Defendant
2 stores for personal, family, and household purposes, as defined by Cal. Civ. Code § 1761(d).

3 105. Venue is proper under Cal. Civ. Code § 1780(d) because a substantial portion
4 of the conduct at issue occurred in this District. An affidavit establishing that this Court is
5 the proper venue for this action is attached below.

6 106. As described herein, Defendant's practices constitute violations of California
7 Civil Code Section 1770 in at least the following respects:

8 a. In violation of Section 1770(a)(5), Defendant misrepresented that Ring
9 Security Devices had characteristics, benefits, or uses that they do not have (being private
10 and secure from unauthorized third-party access when in fact they are not);

11 b. In violation of Section 1770(a)(7), Defendant misrepresented that Ring
12 Security Devices were of a particular standard, quality, and/or grade when they were of
13 another (being private and secure from unauthorized third-party access when in fact they
14 are not);

15 c. In violation of Section 1770(a)(9), Defendant advertised Ring Security
16 Devices with an intent not to sell them as advertised (advertising them as being private and
17 secure from unauthorized third-party access when in fact they are not);

18 d. In violation of Section 1770(a)(16), Defendant misrepresented that
19 Ring Security Devices were supplied in accordance with previous representations when they
20 were not (that they are private and secure from unauthorized third-party access when in fact
21 they are not).

22 107. Defendant's misrepresentations regarding Ring Security Devices were material
23 to Plaintiff and Class members because a reasonable person would have considered them
24 important in deciding whether or not to purchase Ring Security Devices.

25 108. Plaintiff and Class members relied upon Defendant's material
26 misrepresentations and would have acted differently had they known the truth.

27 109. As a direct and proximate result of Defendant's material misrepresentations,
28 Plaintiff and Class members have been irreparably harmed.

1 110. In accordance with Cal. Civ. Code § 1782(a), prior to the filing of this
2 Complaint, Plaintiff's counsel served Defendant with notice of these CLRA violations by
3 certified mail, return receipt requested.

4 111. On behalf of Class members, Plaintiff seeks injunctive relief in the form of an
5 order enjoining Defendant from making such material misrepresentations and to engage in
6 a corrective advertising to alert consumers of these misrepresentations. If Defendant fails
7 to respond to Plaintiff's notice letter or agree to rectify the violations detailed above and
8 give notice to all affected consumers within 30 days of the date of written notice, Plaintiff
9 also will seek actual, punitive, and statutory damages, restitution, attorneys' fees and costs,
10 and any other relief the Court deems proper as a result of Defendant's CLRA violations.

11 **EIGHTH CAUSE OF ACTION**
12 **Violation of the California Consumer Privacy Act,**
13 **Cal. Civ. Code § 1798.100, et seq.**
14 ***(On Behalf of Plaintiff and the Nationwide Class)***

15 112. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

16 113. California's Consumer Privacy Act ("CCPA") recently was enacted to protect
17 consumers' personal information from collection and use by businesses without appropriate
18 notice and consent.

19 114. Through the above-detailed conduct, Defendant violated the CCPA by, *inter*
20 *alia*, collecting and using personal information without providing consumers with notice
21 consistent with the CCPA, in violation Civil Code § 1798.100(b), and failing to provide
22 notice to consumers of their right to opt-out of Defendant's sale of their personal
23 information to third parties, in violation of Civil Code § 1798.120(b).

24 115. In accordance with Cal. Civ. Code § 1798.150(b), prior to the filing of this
25 Complaint, Plaintiff's counsel served Defendant with notice of these CCPA violations by
26 certified mail, return receipt requested.

27 116. On behalf of Class members, Plaintiff seeks injunctive relief in the form of an
28 order enjoining Defendant from continuing to violate the CCPA. If Defendant fails to
respond to Plaintiff's notice letter or agree to rectify the violations detailed above, Plaintiff

1 also will seek actual, punitive, and statutory damages, restitution, attorneys’ fees and costs,
2 and any other relief the Court deems proper as a result of Defendant’s CCPA violations.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff, individually and on behalf of all Class members proposed
5 in this Complaint, respectfully requests that the Court enter a judgment in his favor and
6 against Defendant, as follows:

7 A. Determining that this action may be maintained as a class action under Rule
8 23 of the Federal Rules of Civil Procedure and appointing and his Counsel to represent the
9 Class;

10 B. Finding Defendant’s conduct was unlawful as alleged herein;

11 C. Enjoining Defendant from engaging in the wrongful conduct complained of
12 herein;

13 D. Requiring restitution and disgorgement of the revenues wrongfully retained as
14 a result of Defendant’s wrongful conduct;

15 E. Awarding Plaintiff and Class members actual damages, compensatory
16 damages, statutory damages, and statutory penalties, in an amount to be determined;

17 F. Awarding Plaintiff and Class members costs of suit and attorneys’ fees, as
18 allowable by law; and

19 G. Granting such other and further relief as this court may deem just and proper.

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff requests a trial by jury of all issues so triable.

22 Respectfully submitted,

23 Dated: February 18, 2020

/s/ Tina Wolfson
Tina Wolfson
Robert Ahdoot
Theodore W. Maya
Bradley K. King
AHDROOT & WOLFSON, PC
10728 Lindbrook Drive
Los Angeles, CA 90024
Tel: (310) 474-9111; Fax: (310) 474-8585

28 *Counsel for Plaintiff and the putative class*

1 **AFFIDAVIT OF TINA WOLFSON**

2 I, Tina Wolfson, declare as follows:

3 1. I am an attorney with the law firm of Ahdoot & Wolfson, PC, counsel for
4 Plaintiff in this action. I am admitted to practice law in California and before this Court,
5 and am a member in good standing of the State Bar of California. This declaration is made
6 pursuant to California Civil Code section 1780(d). I make this declaration based on my
7 research of public records and upon personal knowledge and, if called upon to do so, could
8 and would testify competently thereto.

9 2. Venue is proper in this Court because Plaintiff suffered injuries as a result of
10 Defendant's acts in this District, many of the acts and transactions giving rise to this action
11 occurred in this District, and Defendant (1) is authorized and registered to conduct business
12 in this District, (2) has intentionally availed itself of the laws and markets of this District
13 through the distribution and sale of its merchandise in this District, and (3) is subject to
14 personal jurisdiction in this District.

15 3. Plaintiff Abhi Sheth is a resident of Seattle, Washington.

16 4. Defendant Ring LLC is a Delaware limited liability company with its place of
17 business at 1523 26th Street, Santa Monica, California 90404. Defendant is registered and
18 authorized to conduct business and regularly conducts business in the State of California.

19 I declare under penalty of perjury under the laws of the United States and the State
20 of California this 18th day of February, 2020 in Los Angeles, California that the foregoing
21 is true and correct.

22
23 /s/ Tina Wolfson
24 Tina Wolfson