



FILED
San Francisco County Superior Court

JAN 22 2025

CLERK OF THE COURT
BY: *Amala Shree*
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

BRANDON JACK and JEAN ALDA,
for themselves and on behalf of all
others similarly situated,

Plaintiffs,

v.

RING LLC,

Defendant.

Case No. CGC-20-588258

ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

1 Plaintiffs Brandon Jack and Jean Alda (collectively, "Plaintiffs") and Defendant Ring
2 LLC ("Ring") have reached terms of settlement. Plaintiffs filed a Motion for Preliminary
3 Approval of Class Action Settlement ("Motion"). Having thoroughly reviewed the Motion,
4 including the Settlement Agreement,¹ and the papers and arguments in connection therewith, and
5 good cause appearing, the Court hereby ORDERS as follows:

6 1. Capitalized terms not otherwise defined herein have the meanings set forth in the
7 Settlement Agreement.

8 2. This Court has subject matter jurisdiction over this matter and has personal
9 jurisdiction over the Parties and the Settlement Class Members. Venue is proper in this Court.

10 3. The Court hereby grants preliminary approval of the settlement pursuant to the
11 terms of the Settlement Agreement. The Court preliminarily finds that the settlement embodied
12 in the Settlement Agreement is fair, reasonable, and adequate as to the Settlement Class
13 Members, falls within the range of final approval, and appears to be presumptively valid. The
14 Court further finds that the Settlement Agreement is the product of arms' length negotiations by
15 the Parties, comes after significant investigation and discovery, and treats the Settlement Class
16 Members fairly.

17 4. The Court hereby provisionally certifies, for settlement purposes only, a Settlement
18 Class consisting of:

19 All persons who purchased any of the below listed Ring products ("Applicable
20 Products") during the applicable time periods specified below (the "Class
21 Period") at any physical or brick and mortar store in California:

22 Ring Video Doorbell 2, if purchased on or before 10/6/2020;
23 Ring Video Doorbell 3, if purchased on or before 10/15/2020;
24 Ring Video Doorbell 3 Plus, if purchased on or before 10/15/2020;
Ring Video Doorbell Pro Wired, if purchased on or before 10/30/2020;
Ring Video Doorbell Elite, if purchased on or before 5/12/2021;
Floodlight Cam, if purchased on or before 11/24/2020; and/or

25 ¹ "Settlement Agreement" collectively refers to: the Class Action Settlement Agreement
26 attached as Exhibit A to the Declaration of Stephen P. DeNittis filed on November 6, 2024; the
27 Amendment to the Class Action Settlement Agreement, attached as Exhibit B to the Declaration
28 of Stephen P. DeNittis filed on November 6, 2024; and the Second Amendment to the Class
Action Settlement Agreement, attached as Exhibit A to the Declaration of Stephen P. DeNittis
filed on January 10, 2025.

1 Peephole Cam, if purchased on or before 11/2/2020.

2 Excluded from the Settlement are any purchases by persons who had an existing
3 Ring Protect Plan that had been active for more than 30 days at the time of
4 purchasing an Applicable Product. Purchases of Applicable Products online or in
5 a brick and mortar store outside of California do not qualify a person to be a
6 member of the Settlement Class.

7 Excluded from the Settlement Class are any Judges presiding over this Action and
8 any members of their families, and Ring and affiliated entities and individuals and
9 their respective officers and directors.

10 Also excluded from the Settlement Class are those persons who submit a timely
11 and valid request for exclusion in accordance with the procedures set forth in the
12 Settlement Agreement and in this Court's Preliminary Approval Order.

13 5. The Court finds that, for settlement purposes only, the Settlement Class, as
14 defined above, meets the requirements for class certification under section 382 of the California
15 Code of Civil Procedure in that: (1) the Settlement Class Members are sufficiently numerous
16 such that joinder is impracticable; (2) common questions of law and fact predominate; (3)
17 Plaintiffs' claims are typical of those of the Settlement Class Members; (4) the Settlement Class
18 is ascertainable; (5) there is a well-defined community of interest among the Settlement Class;
19 and (6) proceeding as a class is superior to the alternatives.

20 6. For settlement purposes only, the Court hereby appoints Plaintiffs Brandon Jack
21 and Jean Alda as Settlement Class Representatives. The Court finds that Plaintiffs will
22 adequately represent the interests of the Settlement Class in accordance with Code of Civil
23 Procedure section 382.

24 7. For settlement purposes only, the Court hereby designates Stephen P. DeNittis,
25 Joseph A. Osefchen, Shane T. Prince, Daniel M. Hattis, and Paul Karl Lukacs as Settlement
26 Class Counsel. The Court finds that Settlement Class Counsel will adequately represent the
27 interests of the Settlement Class in accordance with Code of Civil Procedure section 382.

28 8. The Court hereby appoints Angeion as Settlement Administrator.

Notice Program

9. The Court hereby approves the form and content of the Settlement Class Notice,
including the proposed Email Notice, Postcard Notice, Website Notice, and Reminder Email

1 Notice, attached as Exhibits A-D to the Settlement Agreement.

2 10. The Court finds the proposed plan for distributing notice to the Settlement Class,
3 as set forth at Section VI of the Settlement Agreement, is reasonable; meets the requirements of
4 due process under the U.S. Constitution and California law; is the best notice practicable under
5 the circumstances; and shall constitute due and sufficient notice to all persons entitled thereto.

6 11. The Court directs the Settlement Administrator and the Parties to implement the
7 Notice program as set forth in the Settlement Agreement.

8 **Claims Procedure**

9 12. The Court approves the form and content of the proposed Claim Form, attached as
10 Exhibit E to the Settlement Agreement.

11 13. The Court hereby approves the Claims Process as set forth in the Settlement
12 Agreement for Settlement Class Members to submit Claims

13 14. The Court directs the Parties and the Settlement Administrator to implement the
14 Claims Process as set forth in the Settlement Agreement.

15 **Opt-Out and Objection Procedures**

16 15. The procedures set forth in the Settlement Agreement for objecting to and
17 requesting exclusion from the proposed Settlement are hereby approved. The deadline for Class
18 Members to submit written objections or requests for exclusion is ninety (90) days after the
19 Notice Date. Settlement Class Members that do not file a timely written objection may
20 nevertheless appear and object at the Final Approval hearing. Any Settlement Class Member
21 who objects to the Settlement shall nevertheless be eligible for all benefits of the Settlement if it
22 is approved and becomes final. The Settlement Administrator shall promptly after receipt
23 provide copies of any objections, including any related correspondence, to Settlement Class
24 Counsel and Ring's Counsel.

25 **Fairness Hearing**

26 16. A Final Approval Hearing is set for July 11, 2025 at 9:00 a.m. in Department 304.
27 The purpose of the Final Approval Hearing will be to: (i) determine whether the proposed
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1 Settlement Agreement should be finally approved by the Court as fair, reasonable, adequate, and
2 in the best interests of the Settlement Class; (ii) determine whether judgment should be entered
3 pursuant to the terms of the Settlement Agreement; (iii) determine whether the Settlement Class
4 should be finally certified; (iv) determine the appropriate amount of any attorneys' fees,
5 litigation costs, and service awards; (v) consider any objections; and (vi) consider any other
6 matters necessary in connection with the final approval of the Settlement Agreement.

7 17. No later than sixteen (16) court days prior to the Final Approval Hearing,
8 Plaintiffs shall file: (a) a motion for final approval of the Settlement Agreement; and (b) a
9 motion for attorneys' fees, costs, and service awards. Promptly after they are filed, the motions
10 shall be posted on the Settlement Website.

11 18. No later than sixteen (16) court days prior to the Final Approval Hearing the
12 Settlement Administrator shall file a declaration with the Court confirming that the Notice
13 program set forth in Section VI of the Settlement Agreement has been implemented. The
14 settlement administrator's declaration shall also list (a) the total number of requests for exclusion
15 (opt-outs) and objections to the Settlement filed by class members, and (b) the number and
16 aggregate amount of claims made by Class Members.

17 19. The Court reserves the right to continue the date of the Final Approval Hearing.
18 In the event the Final Approval Hearing is continued, the parties shall inform any Class Members
19 who submit objections to the Settlement and shall ensure that the continued hearing date is
20 posted on the Settlement Website.

21 20. If the Settlement Agreement, including any amendment made in accordance
22 therewith, is not approved by the Court or shall not become effective for any reason whatsoever,
23 or any party submits a proper notice of termination pursuant to the Settlement Agreement, the
24 Settlement Agreement and any actions taken or to be taken in connection therewith (including
25 this Preliminary Approval Order), shall be terminated and shall become null and void *ab initio*,
26 shall have no force or effect, and shall impose no obligations on the Parties except for (i) any
27 obligations to pay for any expense incurred in connection with the Notice and administration of
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1 the settlement as set forth in the Settlement Agreement, and (ii) any other obligations or
2 provisions that are expressly designated in the Settlement Agreement to survive the termination
3 of the Settlement Agreement, including the Parties' agreement to cooperate in asking the Court
4 to set a reasonable schedule for the resumption of this Action.

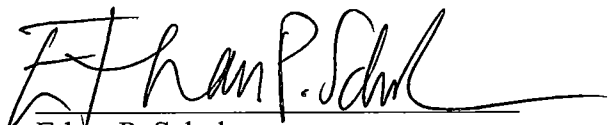
5 21. This Preliminary Approval Order, the Settlement Agreement, and all negotiations,
6 statements, agreements, and proceedings relating to the Settlement, or any matters arising in
7 connection with settlement negotiations, proceedings, or agreements, shall not constitute, be
8 described as, construed as, offered or received against Ring or the other Released Parties as
9 evidence or an admission of: (a) the truth of any fact alleged by Plaintiffs in the Action; (b) that
10 any person suffered compensable harm or is entitled to any relief with respect to the matters
11 asserted in this Action; (c) any liability, negligence, fault, or wrongdoing by Ring or the
12 Released Parties, including any of its affiliates, agents, representatives, vendors, or any other
13 person or entity acting on its behalf; (d) that this Action or any other action was or may be
14 properly certified as a class action for litigation, non-settlement purposes; (e) the arbitrability of
15 the Action as to Plaintiffs and Settlement Class Members; or (f) the enforceability of any
16 applicable contractual or statutory limitations period to limit any relief.

17 22. Other than such proceedings as may be necessary to carry out the terms and
18 conditions of the Settlement Agreement, all proceedings in the Action are hereby stayed and
19 suspended until further order of this Court.

20 23. The Court retains jurisdiction over this Action to consider all further matters
21 arising out of or connected with the Settlement, including enforcement of the Release provided
22 for in the Settlement Agreement.

23 IT IS SO ORDERED.

24
25 Date: January 22, 2025

26 
27 Ethan P. Schulman
28 Judge of the Superior Court


CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, Felicia Green, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On January 22, 2025, I electronically served ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: **JAN 22 2024**

Brandon E. Riley, Court Executive Officer

By: 
Felicia Green, Deputy Clerk