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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

BRANDON JACK and JEAN ALDA,

Plaintiffs,

v.

RING LLC,

Defendant.

Case No. CGC-20-588258

**CLASS ACTION SETTLEMENT
AGREEMENT**

[Hon. Ethan P. Schulman—Dept. 304]

This Class Settlement Agreement (“Settlement Agreement”) dated August 14, 2024 is entered into by and between Plaintiffs Brandon Jack and Jean Alda (collectively, “Plaintiffs”) on behalf of themselves and the Settlement Class (as defined below), and Defendant Ring LLC (“Ring” and collectively with Plaintiffs, the “Parties”). This Settlement Agreement is conditioned upon and subject to approval of the Court as required by California law. Settlement Class Counsel (as defined below) and the Parties stipulate and agree that, in consideration of the promises and covenants set forth in this Settlement Agreement and upon the Effective Date (as defined below), this Action (as defined below) and all Released Claims (as defined below) shall be finally and fully settled, compromised, and released, on the following terms and conditions:

I. RECITALS

A. Plaintiffs filed this putative class action on November 19, 2020, asserting individual and California statewide class claims against Ring, captioned *Brandon Jack and Jean Alda v. Ring LLC*, Case No. CGC-20-588258 (the “Action”).

B. The Plaintiffs, Brandon Jack and Jean Alda, allege that Ring manufactures, markets, distributes and sells Ring video doorbells and Ring security cameras which integrate with a smartphone app that allows users to view real-time video and recorded video.

C. Plaintiffs allege that, with regard to certain Ring products (e.g., the Ring Video Doorbell 2 and the Ring Floodlight Cam among others), during time periods ending in 2020 and 2021 (depending on the product), Ring purportedly failed to disclose that, in order to record or play back video or view snapshots from the doorbell and security camera, users must purchase Ring’s “Protect Plan,” which requires the payment of an additional \$3 fee per month (or \$30 fee per year) per device for the life of each device. Plaintiffs allege that these functions are fundamental to the products and, without them, the video doorbell and security camera lose their usefulness and effectiveness.

D. The Action asserts claims on behalf of Plaintiffs and all California persons who purchased certain Ring Video Doorbell products or certain Ring security camera products during defined time periods ending in 2020 and 2021 (depending on the product) at any physical or brick and mortar location or store in California where the outside box did not contain any language which

1 indicated that the video recording, playback or snapshot features of the camera could only be
2 accessed if the consumer also purchased an additional Protect Plan subscription for a monthly or
3 annual fee.

4 E. Based on these allegations, Plaintiffs allege three claims for violation of: (1) the
5 Consumers Legal Remedies Act, Civ. Code § 1750 *et seq.*, (2) the False Advertising Law, Bus. &
6 Prof. Code § 17500 *et seq.*, and (3) the Unfair Competition Law, Bus. & Prof. Code § 17200 *et seq.*

7 F. While the Action has yet reached a merits or class certification determination, the
8 Action already has been extensively litigated.

9 G. Specifically, on January 22, 2021, Ring removed this action to federal court.

10 H. On August 10, 2021, the U.S. District Court for the Northern District of California
11 granted Plaintiffs' motion to remand. *See Jack v. Ring LLC*, --- F.Supp.3d ---, 2021 WL 3510291
12 (N.D. Cal. Aug. 10, 2021) [Gilliam, J.]. The federal court held that it lacked removal jurisdiction
13 under the Class Action Fairness Act ("CAFA") because Ring, a limited liability company, was
14 deemed by CAFA to have the citizenship of the state in which its place of business was located;
15 since Ring is headquartered in California, and the two Plaintiffs are California citizens seeking to
16 represent all-California classes and sub-classes, minimal diversity under CAFA did not exist. *See*
17 *Jack v. Ring, supra*, 2021 WL 3510291, at pp. *2-*3.

18 I. On September 10, 2021, Ring moved the Court to compel arbitration of Plaintiffs'
19 claims. On December 3, 2021, Ring renewed its Motion to Compel Arbitration ("Motion"), and the
20 Court heard Ring's Motion on March 17, 2022, and denied Ring's Motion on March 18, 2022. Ring
21 appealed the Court's order denying Ring's Motion, and on May 23, 2023, the Court of Appeal
22 affirmed the Court's order denying Ring's Motion.

23 J. In July of 2023, the Parties began settlement negotiations, which continued nine
24 months through March of 2024.

25 K. After extensive arms-length negotiations, the Parties reached an agreement in
26 principle to settle on the terms and conditions embodied in this Settlement Agreement.

27 L. Settlement Class Counsel have performed substantial work in the prosecution of the
28 claims of the Plaintiffs and the Settlement Class Members. Settlement Class Counsel have

1 conducted extensive factual and legal research into the claims and various potential defenses in this
2 matter, and have engaged in substantial motion practice. Settlement Class Counsel have conducted
3 an extensive investigation regarding Ring's practices. Settlement Class Counsel also obtained and
4 reviewed informal settlement discovery from Ring concerning Ring's sales data for the relevant
5 products. Settlement Class Counsel believe that the proposed settlement of this Action, as set forth
6 herein, is fair, reasonable, and adequate, and in the best interests of the proposed Settlement Class
7 and that this Settlement Agreement should be approved by the Court under the California Rules of
8 Court.

9 M. Based upon their review, investigation, and evaluation of the facts and law relating
10 to the matters alleged in the pleadings, Plaintiffs and Settlement Class Counsel, on behalf of the
11 proposed Settlement Class, have agreed to settle this Action pursuant to the provisions of this
12 Settlement Agreement, after considering, among other things: (1) the substantial benefits to the
13 Settlement Class Members under the terms of this Settlement Agreement; (2) the risks, costs, and
14 uncertainty of protracted litigation, especially in complex actions such as this, as well as the
15 difficulties and delays inherent in such litigation; and (3) the desirability of consummating this
16 Settlement Agreement promptly in order to provide expeditious and effective relief to the Settlement
17 Class Members.

18 N. Ring has denied and expressly continues to deny any wrongdoing or liability
19 whatsoever and does not admit or concede any actual or potential fault, wrongdoing, or liability in
20 connection with any facts or claims that have been alleged against it in this Action or any violation
21 of any law or duty, including but not limited to those alleged in the Action. Ring contends that it
22 has acted properly at all times, and also denies that Plaintiffs and Settlement Class Members are
23 entitled to any form of damages or other relief based on the conduct alleged in the Action. Ring has
24 maintained and continues to maintain that it has meritorious defenses to all causes of action alleged
25 in the Action; that it was and is prepared to vigorously defend against the claims related to the
26 Action; that the claims against it are meritless; and that it has valid and enforceable rights to compel
27 arbitration as to Plaintiffs and Settlement Class Members and/or to enforce any applicable
28 contractual or statutory limitations period to limit any relief, all of which are expressly reserved.

Ring has maintained and continues to maintain that it properly disclosed that users must purchase Ring's "Protect Plan," which requires the payment of an additional \$3 fee per month (or \$30 fee per year) per device for the life of each device and that its advertising is lawful and not deceptive. Ring further denies that this Action meets the requisites for certification as a class action under state or federal law, other than in relation to a settlement class as described in this Settlement Agreement. Ring further states that it currently charges a subscription fee for its Protect Plan, and expects to continue to charge a subscription fee for its Protect Plan.

O. Ring considers it desirable to resolve this Action on the terms stated herein, in order to avoid further expense, inconvenience, and interference with its business operations, and to dispose of burdensome litigation. Therefore, Ring has determined that the settlement of this Action on the terms set forth herein is in its best interests.

P. This Settlement Agreement reflects a compromise between the Parties, and shall in no event be construed as or deemed an admission or concession by any Party of the truth of any of the pleadings in this Action, or of any fault on the part of Ring, and all such allegations and the validity of any purported claim or defense asserted are expressly denied by Ring. Nothing in this Settlement Agreement shall constitute an admission of liability or be used as evidence of liability, by or against any Party hereto.

Q. Nothing in the Recitals in this Section I shall affect the scope of the Release granted in this Settlement Agreement.

II. DEFINITIONS

A. As used in this Settlement Agreement, including the exhibits attached hereto, the following terms have the following meanings, unless this Settlement Agreement specifically provides otherwise:

1. "Action" means the above-captioned action, *Jack, et al. v. Ring LLC*, Case No. CGC-20-588258, Superior Court of California, County of San Francisco.

2. "Applicable Products" means any products purchased by Settlement Class Members during the following periods: Ring Video Doorbell 2, if purchased on or before 10/6/2020; Ring Video Doorbell 3, if purchased on or before 10/15/2020; 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 Peephole Cam, if purchased on or before 11/2/2020.

3. “Claim(s)” means a claim for a Settlement Payment submitted in compliance with the procedures described in Section IV.D.1. of this Settlement Agreement.

4. “Claim Deadline” means ninety days following the Notice Date.

5. “Claim Form” means the document substantially in the form attached as **Exhibit E** to this Settlement Agreement.

6. “Claim Process” means the process for submitting and reviewing Claims as described in Section IV.D.1. of this Settlement Agreement.

7. “Customer Data” means the best data and information reasonably available to Ring regarding the accounts within the Settlement Class definition, to be provided by Ring to the Settlement Administrator for the Settlement Administrator’s use in disseminating Notice, processing Claims, and disseminating Settlement Payments. The Customer Data shall include the following information, to the extent it is reasonably accessible and available to Ring, for each account within the Settlement Class: (1) account number or other unique identifying number for the account; (2) the name(s) of the Accountholder(s) for the account; (3) the last-known mailing address for the account; (4) the last known email address for the account; (5) the telephone numbers that have been associated with the account; (6) the Ring Protect service start and end dates for the account; and (7) the Applicable Products that have been associated with the account.

8. “Court” means the Superior Court of California, County of San Francisco, Complex Division.

9. “Distributable Funds” means the payments made to Settlement Class Members who file timely valid claims.

10. “Effective Date” means the date on which all of the following events have occurred: (a) the Court has entered a final judgment approving this Settlement Agreement and dismissing this Action; and (b) either: (i) the time to appeal from the Court’s final judgment approving this Settlement Agreement, including the Court’s ruling on attorneys’ fees, costs, and

service awards, has expired and no appeal has been taken; or (ii) if a timely appeal of the Court's final judgment approving this Settlement Agreement is taken and if the final judgment (other than as to attorneys' fees, costs, or service awards) has not been reversed in any way, the date on which the final judgment and/or ruling on attorneys' fees, costs, and service awards are no longer subject to further direct appellate review.

11. "Email Notice" means the notice of the terms of the proposed Settlement that shall be provided to Accountholders for certain accounts in the Settlement Class, in the manner contemplated by Section VI.B herein. The Email Notice shall be substantially in the form attached as **Exhibit A** hereto.

12. "Fairness Hearing" means the hearing at or after which the Court shall make a final decision regarding whether to finally approve this Settlement Agreement as fair, reasonable, and adequate.

13. "Final Order and Judgment" means the Court's order, substantially in the form attached to this Settlement Agreement as **Exhibit G**, finally approving this Settlement Agreement and dismissing all claims and defenses in this Action with prejudice, as described in Section X.B of this Settlement Agreement.

14. "Household" means one or more persons who live in the same dwelling.

15. "Notice" means the notice of the proposed Settlement Agreement contemplated by Section VI of this Settlement Agreement, and shall include the Settlement Website, the Website Notice, Email Notice, and Postcard Notice, as well as the Reminder Email Notice.

16. "Notice Date" means thirty days following the entry of the Preliminary Approval Order.

17. "Parties" means Plaintiffs and Ring, collectively, as each of those terms is defined in this Settlement Agreement.

18. "Plaintiffs" means the Plaintiffs Brandon Jack and Jean Alda.

19. "Postcard Notice" means the notice of the terms of the proposed Settlement that shall be provided to Accountholders for certain accounts in the Settlement Class, in the manner

contemplated by Section VI.C herein. The Postcard Notice shall be substantially in the form attached as **Exhibit B** hereto.

20. “Preliminary Approval Order” means the order to be entered by the Court preliminarily approving this Settlement Agreement, as outlined in Section X.A of this Settlement Agreement, and that is substantially in the form attached as **Exhibit F** to this Settlement Agreement.

21. “Release” means the release and waiver set forth in Section IX of this Settlement Agreement.

22. “Released Parties” means Ring LLC and its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, assigns, attorneys, and insurers, including all of their insurers’ affiliates, predecessors, successors, assigns and reinsurers, and the respective agents, servants, attorneys, employees, officers, directors, shareholders, members, partners, and representatives of the foregoing.

23. “Releasing Parties” means Plaintiffs and the Settlement Class Members, including, only to the extent they may have a right to a claim on behalf of a Plaintiff or a Settlement Class Member, each of their respective spouses, executors, representatives, heirs, predecessors, successors, bankruptcy trustees, guardians, wards, joint tenants, tenants in common, tenants by the entirety, co-borrowers, agents, attorneys and assigns, and all others of those who claim through them or who assert claims on their behalf; and, with respect to any business entities, members, officers, directors, shareholders, employees, independent contractors, agents, successors, assigns, representatives, and all other persons acting or purporting to act on behalf of such business entity.

24. “Reminder Email Notice” means the reminder notice to be emailed to Settlement Class Accountholders that were sent the Email Notice, reminding them of the Claim Deadline, as contemplated by Section VI.F herein. The Reminder Email Notice shall be substantially in the form attached as **Exhibit D** hereto.

25. “Settlement” or “Settlement Agreement” means this Settlement Agreement, including the exhibits attached hereto.

26. “Settlement Administrator” means, Angeion Group subject to Court approval.

27. “Settlement Class” means:

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

Ring Video Doorbell 2, if purchased on or before 10/6/2020;

Ring Video Doorbell 3, if purchased on or before 10/15/2020;

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

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

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

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

28. “Settlement Class Member(s)” means persons within the Settlement Class definition.¹

29. “Settlement Class Counsel” means: Stephen P. DeNittis, Joseph A. Osefchen and Shane T. Prince of DeNittis Osefchen Prince, P.C., and Daniel M. Hattis and Paul Karl Lukacs of Hattis & Lukacs.

30. “Ring’s Counsel” means Scott Commerson, James Moon, and Daniel Leigh of Davis Wright Tremaine LLP.

31. “Website Notice” means the notice of the terms of the proposed Settlement that shall be provided in the manner contemplated by Section VI.D herein and that shall appear on the Settlement Website. The Website Notice shall be substantially in the form attached as **Exhibit C** hereto.

32. “Valid Claimant(s)” means and includes Settlement Class Members for which a timely and valid Claim is submitted, as determined by the Settlement Administrator.

B. Other capitalized terms used in this Settlement Agreement but not defined in this Section shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

III. CERTIFICATION OF THE SETTLEMENT CLASS

A. Only for the purposes of settlement and the proceedings contemplated herein for effectuating the Settlement, Plaintiffs shall move the Court to provisionally certify the Settlement Class (as defined herein) pursuant to California law.

B. For the purposes of settlement only, Plaintiffs shall move for the appointment of Plaintiffs as Settlement Class Representatives and for the appointment of the following attorneys as Settlement Class Counsel: Stephen P. DeNittis, of DeNittis Osefchen Prince, P.C., and Daniel M. Hattis and Paul Karl Lukacs of Hattis & Lukacs.

C. Ring does not oppose certification of the Settlement Class, or the appointments of the Settlement Class Representatives and Settlement Class Counsel, for purposes of settlement only. If the Effective Date of the Settlement does not occur for any reason, certification of the Settlement

¹ According to Ring’s records, Ring estimates there are approximately 750,000 Settlement Class Members.

Class, and any Settlement Class Representative or Settlement Class Counsel appointments, shall be deemed void and vacated; any preliminary or final order certifying a class for settlement purposes shall be deemed void and vacated; nothing related to the Settlement or the Parties' Settlement negotiations shall be admissible in connection with a contested class certification motion, or otherwise; and each Party shall retain all of their respective rights as they existed prior to execution of this Settlement Agreement. By entering into this Settlement Agreement, Ring does not waive its right to challenge or contest the maintenance of any claim, request for relief, or lawsuit against it as being frivolous and/or lacking a substantial basis in fact or law or to oppose certification of any class other than the Settlement Class in connection with the settlement memorialized in this Settlement Agreement.

IV. SETTLEMENT RELIEF

A. Benefit to Settlement Class Members. In consideration for the complete and final settlement of this Action, the Release, and other promises and covenants set forth in this Settlement Agreement, and subject to the other terms and conditions herein, Ring will pay Settlement Class Members who submit a valid and timely Claim ("Settlement Payment"):

1. A \$3.00 payment per Household to Settlement Class Members who purchased one (1) Applicable Product during the Class Period;

2. A \$6.00 payment per Household to Settlement Class Members who purchased two (2) Applicable Products during the Class Period with the second purchased Applicable Product being purchased and set up (including through a free trial or subscription) within 30 days of purchase of the first Applicable Product; and

3. A \$9.00 payment per Household to Settlement Class Members who purchased three (3) or more Applicable Products during the Class Period with all three Applicable Products being purchased and set up (including through a free trial or subscription) within the first 30 days from the purchase of the first Applicable Product.

B. No Cap or Limitation On Settlement Payments. There shall be no cap on Settlement Payments. If multiple Settlement Class Members reside in the same Household, they will

collectively receive a maximum of one payment split between them as set forth in Paragraph IV.A, but their purchases will be aggregated for determining the Settlement Payment amount.

C. Establishment and Funding of the Settlement Fund Account.

1. Within twenty days following entry of the Preliminary Approval Order, Ring shall transfer by wire into an account held by an FDIC-insured financial institution and administered by the Settlement Administrator (the "Settlement Fund Account"), funds equal to \$129,530.00 (One Hundred Twenty-Nine Thousand Five Hundred Thirty Dollars)(the amount of the estimated cost of administration and notice for the Settlement Administrator). Ring shall transfer to the Settlement Fund Account funds in an amount sufficient to pay refunds to Settlement Class Members who file valid and timely Claims within 60 days after the Claim Deadline. Any escrow agreement in connection with the Settlement Fund Account shall prohibit the distribution of any funds from the Settlement Fund Account before the Effective Date. The Settlement Fund Account shall be maintained by the Settlement Administrator as a Court-approved Qualified Settlement Fund pursuant to Section 1-468B-1 *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by or in connection with the Settlement Fund Account, including any taxes or tax detriments that may be imposed upon Settlement Class Counsel, Ring, or Ring's Counsel with respect to income earned by the Settlement Fund Account for any period during which the Settlement Fund Account does not qualify as a Qualified Settlement Fund for purposes of federal or state income taxes or otherwise, shall be paid out of the Settlement Fund Account. Plaintiffs, Settlement Class Counsel, Ring, and Ring's Counsel shall have no liability or responsibility for any taxes arising with respect to the Settlement Fund Account. Any bank fees associated with the Settlement Fund Account shall be paid by the Settlement Administrator from the Settlement Fund Account.

D. Distribution of Settlement Funds to the Settlement Class. The Settlement Funds shall be distributed to the Settlement Class Members pursuant to the terms set forth in this Settlement Agreement. Each Settlement Class member that does not timely and validly request exclusion from the Settlement Class is eligible to submit a Claim for a Settlement Payment.

1. Claim Process.

a. Settlement Class Members may submit Claims for a Settlement Payment by submitting a Claim Form on or before the Claim Deadline. The Claim Form shall be substantially in the form attached as **Exhibit E** to this Settlement Agreement. Claim Forms may be submitted electronically via the Settlement Website or by mail. For Claim Forms submitted by mail, the Claim Form shall be considered timely if postmarked on or before the Claim Deadline. The Email Notice, Postcard Notice, and Website Notice shall identify both the Claim Deadline and the webpage address for the Settlement Website, where Claim Forms may be submitted electronically. The Email Notice shall also include a hyperlink to the webpage address for the Settlement Website, where Claim Forms may be submitted electronically.

b. The Settlement Administrator shall review and process Claims. A claim shall not be considered valid unless a Settlement Class Member's claims form (1) identifies the unique confirmation code provided on the notices to Settlement Class Members; and (2) if more than one Applicable Product is being claimed, identifying all qualifying products purchased; and (3) confirms that the Ring product was purchased in a brick and mortar retail store within California.

c. Those Settlement Class Members who submit a timely and valid Claim, as determined by the Settlement Administrator, shall be deemed Valid Claimants and shall be issued Settlement Payments as described further herein. Only one valid Claim may be submitted by each Settlement Class Member. In addition, the unique confirmation code can only be used once to submit a claim, and duplicative claims will be disqualified. To the extent there are competing claims under the same confirmation code, the Settlement Administrator will determine which of the claims is valid, if any.

d. Settlement Class Members that timely and validly request exclusion from the Settlement Class shall not be eligible for a Settlement Payment. All other Settlement Class Members shall be eligible to submit Claims for Settlement Payments.

e. The Settlement Administrator shall conduct reasonable audit(s) to ensure the integrity of the Claim Process, including that appropriate controls are in place to prevent and detect fraud.

1 f. Beginning no later than two weeks following the Notice Date and
2 continuing until the processing of Claims is completed, the Settlement Administrator shall provide
3 weekly updates to Settlement Class Counsel and Ring's Counsel regarding Claim submissions and
4 regarding its review and processing of Claims. The Settlement Administrator's weekly updates to
5 Settlement Class Counsel shall not include any personally identifiable information about Ring
6 customers, such as account numbers, the name(s) of Accountholder(s) or subscribers, email
7 addresses, or contact information. Ring shall be entitled to identify potential deficiencies and indicia
8 of fraud in writing, and the Settlement Administrator shall investigate and make a determination to
9 Settlement Class Counsel and Ring's Counsel as to those stated concerns within two weeks of the
10 written notice to ensure the integrity of the Claim Process.

11 2. Calculation of Final Settlement Payment Amount. The Settlement Payment
12 amount shall be calculated as set forth in Paragraph IV.A herein.

13 a. Each Valid Claimant, as determined by the Settlement Administrator,
14 will be issued a Settlement Payment, in accordance with this Section IV.D.2.

15 3. Creation of Payment List and Distribution of Settlement Payments

16 a. The Settlement Payee List. By no later than fourteen (14) days
17 following the Claim Deadline, the Settlement Administrator—using the Customer Data, the timely
18 and valid requests for exclusion from the Settlement Class, and the timely and valid Claims
19 submitted—shall (i) provide to Ring's Counsel a "Settlement Payee List" that includes, for each
20 Valid Claimant account, the following information: (i) the account number or other unique
21 identifying number for the account as indicated in the Customer Data; the name(s) of the
22 Accountholder(s) on the account or accounts; and the number of Valid Claimants in the Household
23 for that account as indicated in the Customer Data, and (ii) provide to Settlement Class Counsel the
24 total number of Valid Claimants listed by Household on the Settlement Payee List.

25 b. Determination of Net Distributable Funds. By no later than twenty-
26 eight (28) days following the Claim Deadline, the Settlement Administrator shall determine the
27 amount of Settlement Payments (and provide that information to Settlement Class Counsel and Ring's
28 Counsel).

c. The Payment List. By no later than twenty-eight (28) days following the Claim Deadline, the Settlement Administrator shall (i) create and provide to Ring's Counsel a "Payment List," as a supplement to the Settlement Payee List, that includes all of the information on the Settlement Payee List and adds the following for each account on the Settlement Payee List: the Settlement Payment amount for the account, as calculated pursuant to Section IV.A herein, and (ii) provide to Settlement Class Counsel the Settlement Payment amounts on the Payment List, the total number of accounts to receive the Settlement Payment amounts, and the total amount of all payments on the Payment List.

d. The Settlement Fund. Pursuant to Section IV.D.1, Ring shall transfer to the Settlement Fund Account funds in an amount sufficient to make payments to Settlement Class Members who file valid and timely Claims, as indicated by the Payment List, within 60 days after the Claim Deadline. However, no funds shall be distributed from the Settlement Fund Account before the Effective Date.

e. Payments To Valid Claimants. Within seventy-five (75) days following the Claim Deadline (hereinafter, the "Payment Date"), the Settlement Administrator shall mail checks via first class U.S. Mail postage pre-paid, or provide an electronic payment at the Valid Claimant's election, to each Valid Claimant account on the Payment List, drawn from the Settlement Fund Account in the Settlement Payment amounts indicated for them in the Payment List. However, no funds shall be distributed from the Settlement Fund Account before the Effective Date. Settlement Payment checks or electronic payments, as applicable, shall be made out to the Accountholder(s) on the Valid Claimant accounts, as indicated in the Payment List. Settlement Payment checks shall be sent to the mailing addresses indicated in the corresponding Claim Forms. Settlement Payments made electronically shall be sent to the payment account indicated in the corresponding Claim Forms. The initial mailed Settlement Payment checks to Valid Claimant accounts shall be valid for a period of one-hundred-twenty days.

f. Undeliverable Settlement Payment Checks. For any mailed Settlement Payment checks that are returned undeliverable with forwarding address information, the Settlement Administrator shall re-mail the check to the new address indicated. For any mailed

Settlement Payment checks that are returned undeliverable without forwarding address information, the Settlement Administrator shall conduct an industry standard “skip trace” to try to identify updated address information and re-mail checks to the extent an updated address is identified.

4. Residual Funds. For any Settlement Payment funds which remain in the Settlement Fund Account one year after the Payment Date—consisting of checks that were successfully delivered but not timely negotiated, and checks or electronic payments deemed undeliverable by the Settlement Administrator (collectively, “Residual Funds”)—such Residual Funds shall be go towards a cy pres distribution to be agreed upon by the Parties.

V. THE SETTLEMENT ADMINISTRATOR

A. Any and all costs for the services performed by the Settlement Administrator, including all of the duties articulated herein as well as all costs for sending or mailing notice, shall be the sole responsibility of and paid by Ring as part of this Settlement.

B. The duties of the Settlement Administrator, in addition to any other responsibilities that are described in this Settlement Agreement, shall include:

1. Providing Notice to Settlement Class Members as set forth in this Settlement Agreement;

2. Receiving and processing Claims pursuant to the Claims Process described in this Settlement Agreement, and providing updates to Settlement Class Counsel and Ring’s Counsel regarding the Claims and Claims Process, as provided in this Settlement Agreement;

3. Responding to Settlement Class Members who are requesting their unique confirmation code (e.g., to persons who did not receive an Email Notice or Postcard Notice), by verifying their eligibility based on the information provided by the Settlement Class Member and, if verified, providing their unique confirmation code;

4. Establishing and maintaining the Settlement Website;

5. Establishing and maintaining the Toll-Free Number;

6. Responding to inquiries from Settlement Class Members;

7. Keeping a clear and careful record of all communications with Settlement Class Members and all administration expenses;

- 1 8. Conducting reasonable audits and investigations to ensure the integrity of the
2 Claim Process, including that appropriate controls are in place to prevent and detect fraud;
- 3 9. Establishing and maintaining a post office box for requests for exclusion,
4 objections, and other correspondence from Settlement Class Members;
- 5 10. Establishing and maintaining an email address for other correspondence from
6 Settlement Class Members;
- 7 11. Processing and determining the validity of any requests for exclusion by
8 Settlement Class Members;
- 9 12. Receiving any objections mailed by Settlement Class Members to the
10 Settlement Administrator;
- 11 13. Providing copies to Settlement Class Counsel and Ring's Counsel of all
12 requests for exclusion, objections, and other correspondence received from Settlement Class
13 Members;
- 14 14. Providing interim reports on request, and, within ten (10) days after the
15 Exclusion Deadline (as defined in Section VII.A herein), a final report to Settlement Class Counsel
16 and Ring's Counsel summarizing the number of requests for exclusion received during that period,
17 the total number of requests for exclusion received to date, the names and addresses of persons in
18 the Settlement Class who submitted a request for exclusion, and any other pertinent information
19 requested by Settlement Class Counsel or Ring's Counsel;
- 20 15. In advance of the Fairness Hearing, preparing an affidavit, to submit to the
21 Court, affirming its compliance with the Notice and settlement administration provisions of this
22 Settlement Agreement, and identifying any persons in the Settlement Class who submitted timely and
23 valid requests for exclusion;
- 24 16. Preparing the Settlement Payee List and Payment List as provided in this
25 Settlement Agreement;
- 26 17. Processing and transmitting distributions from the Settlement Fund and
27 Settlement Fund Account as provided in this Settlement Agreement;
- 28

18. Paying any invoices, expenses, taxes, fees, and other costs associated with administration of this Settlement as contemplated by this Settlement Agreement or required by law; and

19. Performing any other settlement administration-related functions reasonably necessary to effectuate this Settlement Agreement, with the consent of both Settlement Class Counsel and Ring's Counsel, or as approved by the Court.

VI. NOTICE PROGRAM

A. Customer Data. By no later than ten days following entry of the Preliminary Approval Order, Ring shall provide the Customer Data to the Settlement Administrator.

B. Email Notice. By no later than the Notice Date, the Settlement Administrator shall email the Email Notice to each Settlement Class Member for which an email address is included in the Customer Data. The Email Notice shall include a unique confirmation code associated with individuals listed in the Customer Data provided by Ring. The Email Notice shall be substantially in the form attached as **Exhibit A** to this Settlement Agreement. The Email Notices shall be sent to the email addresses listed in the Customer Data for such accounts. The Email Notices shall be sent with the sender title "Ring Class Action Settlement Administrator" and the subject line "Notice of Ring Class Action Settlement." Should Settlement Class Members contact Ring regarding the Email or Postcard Notices, Ring should be prepared to use reasonable efforts to direct Settlement Class Members to the Class Action Settlement website.

C. Mail Notice.

1. For any Settlement Class Member where there is no email address included in the Customer Data: by no later than the Notice Date, the Settlement Administrator shall: (a) update the mailing address listed in the Customer Data for such account through the National Change of Address Database; and (b) mail the Postcard Notice to them, via first class U.S. mail, postage pre-paid, at their address as updated. The Postcard Notice shall include a unique confirmation code associated with individuals listed in the Customer Data provided by Ring. The Postcard Notice shall be substantially in the form attached as **Exhibit B** to this Settlement Agreement.

2. For any Settlement Class Member where the Settlement Administrator sent Email Notice but received notice that the Email Notice was not received (i.e., a “bounce-back”): by no later than ten (10) days following the Notice Date, the Settlement Administrator shall: (a) update the mailing address listed in the Customer Data for such account through National Change of Address Database; and (b) mail the Postcard Notice to them, via first class U.S. mail, postage pre-paid, at their address as updated. The Postcard Notice shall be substantially in the form attached as **Exhibit B** to this Settlement Agreement.

3. For any mailed Postcard Notices that are returned with forwarding address information, the Settlement Administrator shall promptly re-mail the Postcard Notice to the new address indicated. For any mailed Postcard Notices that are returned as undeliverable without a forwarding address, the Settlement Administrator shall conduct an industry standard “skip trace” to try to identify a more current address and re-mail the Postcard Notice to the extent an updated address is identified.

D. Settlement Website. The Settlement Administrator shall establish and maintain an Internet website, at the URL www.RingCaliforniaProtectPlanSettlement.com (“Settlement Website”) where Settlement Class Members can obtain further information about the terms of this Settlement Agreement, their rights, important dates and deadlines, and related information. Settlement Class Members shall also be able to submit Claim Forms electronically via the Settlement Website. The Settlement Website shall include, in PDF format, the Complaint in this Action, this Settlement Agreement, the long-form Website Notice substantially in the form attached as **Exhibit C** to this Settlement Agreement, the Preliminary Approval Order entered by the Court, Settlement Class Counsel’s fee and cost application (after it is filed), and other case documents as agreed upon by the Parties and/or required by the Court, and shall be operational and live before the first Postcard Notice or Email Notice is disseminated. The Settlement Website shall be optimized for display on mobile phones. The Settlement Website shall remain operational until at least one year after the Payment Date or such other later date as the Parties may agree. The Settlement Website shall include a self-lookup method for Settlement Class Members to find out their unique confirmation code, e.g.

1 by providing their last name and email address registered with Ring, which will then return their
2 unique confirmation code if there is a matching record.

3 E. Toll-Free Number. The Settlement Administrator shall establish and maintain a toll-
4 free telephone number (“Toll-Free Number”) where Settlement Class Members can obtain further
5 information about the Settlement Agreement and their rights. The Toll-Free Number shall be
6 operational and live by no later than one day before the first Postcard Notice or Email Notice is
7 disseminated, and shall remain operational until at least one year after the Payment Date or such
8 other later date as the Parties may agree. The Toll-Free Number will not utilize a live, in-person
9 operator, but rather will provide automated responses containing information about the Settlement
10 Agreement.

11 F. Reminder Email Notice. No later than fourteen (14) days after the Notice Date, the
12 Settlement Administrator shall email a Reminder Email Notice, substantially in the form attached as
13 **Exhibit D** to this Settlement Agreement, to each Settlement Class Account that was sent the Email
14 Notice.

15 **VII. REQUESTS FOR EXCLUSION**

16 A. Settlement Class Members may exclude themselves from the Settlement Class by
17 mailing to the Settlement Administrator, at the address provided in the Website Notice, a request for
18 exclusion that is postmarked no later than forty-five days after the Notice Date (the “Exclusion
19 Deadline”). To be effective, the request for exclusion must include (1) the Settlement Class
20 Member’s full name, telephone number, mailing address, and email address; (2) a clear statement
21 that the Settlement Class Member wishes to be excluded from the Settlement Class; (3) the name of
22 this Action: “*Jack, et al. v. Ring LLC*”; and (4) the Settlement Class Member’s original signature.
23 Requests for exclusion furthermore must be made on an individual basis; “mass,” “class,” or other
24 purported group opt outs are not effective. Any Settlement Class Member who submits a timely
25 and valid request for exclusion is foreclosed from objecting to the Settlement or to Settlement Class
26 Counsel’s motion for attorneys’ fees, costs, and service awards. If a Settlement Class Member
27 submits both a timely and valid request for exclusion and an objection, the Settlement Class Member
28 shall be treated as if he or she had only submitted a request for exclusion. If a Settlement Class

Member submits both a timely and valid request for exclusion and files a claim, the Settlement Class Member shall be treated as if they had only submitted a claim.

B. The Settlement Administrator shall promptly after receipt provide copies of any requests for exclusion, including any related correspondence, to Settlement Class Counsel and Ring's Counsel.

C. By no later than fourteen (14) days before the Fairness Hearing, the Settlement Administrator shall file with the Court (or provide to Settlement Class Counsel for filing with the Court) a declaration confirming that the Notice program set forth in Section VI has been implemented and providing a complete and final list of persons in the Settlement Class who submitted timely and valid requests for exclusion.

D. Any Settlement Class Member who does not submit a timely and valid request for exclusion as provided in Section VII shall be bound by all subsequent proceedings, orders, and judgments in this Action, including, but not limited to, the Release, regardless of whether the Settlement Class Member has any pending claims or causes of action against Ring.

VIII. OBJECTIONS

A. Any Settlement Class Member who does not submit a timely and valid request for exclusion shall have the right to object to the proposed Settlement and/or to Settlement Class Counsel's motion for attorneys' fees, costs, or service awards, by complying with all of the objection provisions set forth in this Section VIII. Settlement Class Members who object shall remain Settlement Class Members and shall be subject to the Release set forth in this Settlement Agreement if this Settlement is approved by the Court and becomes effective. To be considered valid, an objection must be in writing, must be filed with the Court at the address listed in the Website Notice no later than twenty-five (25) days before the Fairness Hearing (the "Objection Deadline"), and the objection must include the following: (1) the name of this Action: "*Jack, et al. v. Ring LLC*"; (2) the full name, mailing address, telephone number, and email address of the objector; (3) the objector's original signature; (4) a description of the specific reasons for the objection; (5) the name, address, bar number, and telephone number of counsel for the objector, if the objector is represented by an attorney; and (6) state whether the objector intends to appear at the Fairness Hearing either in

person or through counsel. In addition to filing the objection with the Court no later than twenty-five (25) days before the Fairness Hearing, Class Members who object must also mail a copy of the objection to the Settlement Administrator. Any Settlement Class Member who does not timely submit an objection in accordance with this section shall waive the right to object or to be heard at the Fairness Hearing and shall be forever barred from making any objection to the proposed Settlement or to Settlement Class Counsel's motion for attorneys' fees, costs, and service awards. Any Settlement Class Member who objects to the Settlement shall nevertheless be eligible for all benefits of the Settlement if it is approved and becomes final.

B. The Settlement Administrator shall promptly after receipt provide copies of any objections, including any related correspondence, to Settlement Class Counsel and Ring's Counsel.

IX. RELEASE AND WAIVER

A. The Parties agree to the following release and waiver, which shall take effect upon the Effective Date.

B. In consideration for the Settlement benefits described in this Settlement Agreement, Releasing Parties will fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from, and shall not now or hereafter institute, maintain, or assert on their own behalf, on behalf of the Settlement Class, or on behalf of any other person or entity, any and all manner of claims, requests for relief, actions, causes of action, suits, rights, debts, sums of money, payments, obligations, reckonings, contracts, agreements, executions, promises, damages, liens, judgments, and demands of whatever kind, type or nature whatsoever, both at law and in equity, whether past, present, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, whether based on federal, state, or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any other claim that Releasing Parties ever had, now have, may have, or hereafter can, shall, or may ever have against the Released Parties up through the date of the Preliminary Approval Order, that were or reasonably could have been alleged in this Action or in any other court, tribunal, arbitration, commission, agency, or before any governmental and/or administrative body, or any other adjudicatory body, arising from or relating to charges for the monthly or yearly Protect Plan paid through the date of the Preliminary

1 Approval Order, including, without limitation, any such claims or requests for relief: (1) alleged in
2 this Action; (2) for rescission, declaratory relief, injunctive relief, or any other equitable relief of any
3 kind; (3) for violations of any state's deceptive, unlawful, and/or unfair business and/or trade
4 practices, false, misleading or fraudulent advertising, consumer fraud, and/or consumer protection
5 statutes; (4) for violations of the Uniform Commercial Code, any breaches of express, implied, and/or
6 any other warranties, any similar federal, state, or local statutes, codes; or (5) for damages, costs,
7 expenses, extra-contractual damages, compensatory damages, exemplary damages, special
8 damages, penalties, punitive damages, damage multipliers, disgorgement, interest, unjust
9 enrichment, restitution, attorneys' fees, costs, or any other monetary relief of any kind (together, the
10 "Released Claims").

11 C. Plaintiffs, Settlement Class Counsel, and Ring also agree to release each other from
12 any and all claims relating in any way to any Party's or counsel's conduct in this Action, including
13 but not limited to any claims of abuse of process, malicious prosecution, or any other claims arising
14 out of the institution, prosecution, assertion, or resolution of this Action. The list of claims released
15 by this Section IX.C includes, but is not limited to, Settlement Class Counsel's claims for attorneys'
16 fees, costs of suit, or sanctions of any kind except as otherwise expressly set forth in Section XI.

17 D. Plaintiffs, on behalf of themselves and each Settlement Class Member, fully
18 understand that the facts upon which this Settlement Agreement is executed may be found hereafter
19 to be other than or different from the facts now believed by Plaintiffs, the Settlement Class Members
20 and Settlement Class Counsel to be true and expressly accept and assume the risk of such possible
21 differences in facts and agree that the Settlement Agreement shall remain effective notwithstanding
22 any such difference in facts.

23 E. Upon the occurrence of the Effective Date, Plaintiffs and each and every other
24 Settlement Class Member hereby expressly waive and relinquish the provisions, rights, and benefits
25 of Section 1542 of the California Civil Code, or any comparable provision or principle under the
26 laws of any other state. Section 1542 provides:

27 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
28 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**
KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT

THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs and each and every other Settlement Class Member also expressly waive and relinquish any and all provisions, rights and benefits of any similar, comparable, or equivalent state, federal, or other law, rule, regulation, or common law or equity. Plaintiffs and each Settlement Class Member may hereafter discover facts other than, different from, or in addition to those that he or she knows or believes to be true with respect to the Released Claims, but Plaintiffs and each Settlement Class Member hereby expressly waive and fully, finally and forever settle, release and discharge any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims, whether or not concealed or hidden, and without regard to the subsequent discovery or existence of such other, different or additional facts. The Plaintiffs acknowledge, and the Settlement Class Members shall be deemed by operation of the Final Order and Judgment to have acknowledged, that the waivers in this Section IX were separately bargained for and are a material element of this Settlement Agreement.

F. The Parties acknowledge that the Release set forth herein may be raised as a complete defense to and will preclude any action or proceeding based on the claims released by and through this Settlement Agreement.

G. Nothing in this Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

X. PRELIMINARY AND FINAL SETTLEMENT APPROVAL

A. Preliminary Approval. Promptly upon full execution of this Settlement Agreement, Plaintiffs shall move the Court for entry of the Preliminary Approval Order substantially in the form of **Exhibit F** to this Settlement Agreement, for the purposes of, among other things: (1) preliminarily approving the settlement memorialized in this Settlement Agreement such that Notice should be provided in accordance with the terms of this Settlement Agreement; (2) finding that the requirements for provisional certification of the Settlement Class have been satisfied; (3) certifying the Settlement Class as defined herein; (4) setting a date for a Fairness Hearing, which is to be at

1 | least 5 days after the Claim Deadline; (5) approving the proposed Notice program described in
2 | Section VI herein (including the proposed forms and methods of notice), and directing dissemination
3 | of Notice to the Settlement Class in accordance with the terms of this Settlement Agreement; (6)
4 | determining that the Notice program, as set forth in this Settlement Agreement, complies with all
5 | legal requirements, including but not limited to the Due Process Clause of the United States
6 | Constitution; (7) approving the proposed Claim Form and Claims Process, and directing that the
7 | Claim Process be implemented pursuant to the terms of this Settlement Agreement; (8) providing
8 | that any objections by any Settlement Class Member to this Settlement Agreement, the entry of the
9 | Final Order and Judgment, or to Settlement Class Counsel's request for attorneys' fees, costs, or
10 | service awards, shall be heard and any papers submitted in support of said objections shall be
11 | considered by the Court at the Fairness Hearing only if, on or before the date(s) specified in the
12 | Notice and Preliminary Approval Order, such objector submits to the Court a written objection, and
13 | otherwise complies with the requirements for objections set forth in Section VIII of this Settlement
14 | Agreement; (9) establishing dates by which Settlement Class Counsel shall file and serve all papers
15 | in support of final approval of the Settlement and in support of their application for attorneys' fees,
16 | costs, and service awards, and by which the Parties shall file and serve all papers in response to any
17 | objections; (10) providing that all Settlement Class Members who do not submit timely and valid
18 | requests for exclusion will be bound by the Final Order and Judgment; (11) approving the procedure
19 | for persons in the Settlement Class to request exclusion from the Settlement Class described in
20 | Section VII, and directing that requests for exclusion be submitted pursuant to the terms of this
21 | Settlement Agreement; (12) directing the Parties, pursuant to the terms and conditions of this
22 | Settlement Agreement, to take all necessary and appropriate steps to establish the means necessary
23 | to implement the Settlement; (13) setting deadlines consistent with this Settlement Agreement for
24 | dissemination of Notice, requesting exclusion from the Settlement Class or objecting to the
25 | Settlement, and filing papers in connection with the Fairness Hearing; (14) appointing the Settlement
26 | Class Representatives and Settlement Class Counsel; (15) approving the appointment of the
27 | Settlement Administrator; and (16) enjoining the litigation or prosecution of all claims that will be
28 | released by the Settlement.

1 B. Final Order and Judgment. By no later than fifteen (15) days following the Notice
2 Date, Plaintiffs and Settlement Class Counsel shall file a motion for final approval of the Settlement,
3 requesting entry of the Final Order and Judgment substantially in the form of **Exhibit G** to this
4 Settlement Agreement, which shall specifically include provisions: (1) stating that the Court has
5 personal jurisdiction over all Settlement Class Members, has subject matter jurisdiction over the
6 claims asserted in this Action, and that venue is proper; (2) finally approving the Settlement pursuant
7 to California Rules of Court, and directing the Parties and Settlement Administrator to implement
8 the Settlement pursuant to its terms, including distributing Settlement Payments to Settlement Class
9 Members and making such other disbursements from the Settlement Fund and Settlement Fund
10 Account as provided by the Settlement Agreement; (3) finding that the Notice as distributed was the
11 best notice practicable and fully satisfied the requirements of due process and California Rules of
12 Court; (4) finally certifying the Settlement Class pursuant to California law; (5) confirming that
13 Plaintiffs, the Settlement Class Members, and all other Releasing Parties have released all Released
14 Claims and are permanently barred and enjoined from asserting, commencing, prosecuting, or
15 continuing any of the Released Claims against the Released Parties; (6) retaining jurisdiction relating
16 to the administration, consummation, validity, enforcement, and interpretation of this Settlement
17 Agreement, the Final Order and Judgment, and any separate Order regarding Settlement Class
18 Counsel's motion for attorneys' fees, costs, and/or service awards, and for any other necessary
19 purpose; and (7) entering a judgment that dismisses all claims and defenses in this Action with
20 prejudice, without costs to any Party, except as provided in this Settlement Agreement, and subject
21 to the Court's continuing jurisdiction over the Parties and the Settlement Fund for the purpose of
22 enforcement of the terms of this Settlement Agreement.

23 C. Responses to Objections. By no later than fourteen (14) days before the Fairness
24 Hearing, the Parties shall file any responses to any Settlement Class Member objections, and any
25 reply papers in support of the motion for final approval of the Settlement and/or in support of
26 Settlement Class Counsel's motion for attorneys' fees, costs, and service awards.

1 D. Actions Following the Effective Date. By no later than seven (7) days following the
2 Effective Date, Plaintiffs and Settlement Class Counsel shall dismiss with prejudice this Action
3 brought by the Plaintiffs or Settlement Class Counsel against Ring.

4 E. Effect of Agreement if Settlement is Not Approved. This Settlement Agreement is
5 entered into only for the purpose of settlement. If the Settlement is not approved, or is terminated,
6 cancelled, or fails to become effective for any reason, including without limitation in the event the
7 Final Order and Judgment is reversed or vacated following any appeal taken therefrom, then this
8 Settlement shall be void *ab initio*, shall have no force or effect, and shall impose no obligations on
9 the Parties except for (i) any obligations to pay for any expense incurred in connection with Notice
10 and administration as set forth in the Settlement Agreement, and (ii) any other obligations or
11 provisions that are expressly designated in the Settlement Agreement to survive the termination of
12 the Settlement Agreement, including the Parties' agreement to cooperate in asking the Court to set
13 a reasonable schedule for the resumption of this Action. The intent of the previous sentence is that,
14 in the event that a necessary approval is denied, the Parties will revert to their positions immediately
15 prior to the date this Settlement Agreement was executed, and this Action, will resume without
16 prejudice to any Party. The Parties further agree to cooperate in asking the Court to set a reasonable
17 schedule for the resumption of this Action. In the event of such a reversion, the Parties agree that
18 the proposed or actual certification of the Settlement Class will be deemed void and will not be
19 urged or considered as a factor in any further proceeding.

20 **XI. ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

21 A. No later than fifteen (15) days following the Notice Date, Settlement Class Counsel
22 shall file a motion with the Court (which Ring has agreed not to oppose) requesting an award of
23 attorneys' fees and litigation costs in the amount of six hundred thousand dollars (\$600,000.00).
24 Such motion shall be posted on the Settlement Website promptly after the motion has been filed
25 with the Court.

26 B. Settlement Class Counsel's entitlement to attorneys' fees and costs will be
27 determined by the Court. The Settlement shall not be conditioned on Court approval of an award
28 of attorneys' fees and costs. In the event the Court declines any request or awards less than the

amounts sought, but otherwise approves the Settlement, the remaining provisions of this Settlement Agreement will continue to be effective and enforceable by the Parties.

C. Settlement Class Counsel shall have the sole and absolute discretion to allocate any attorneys' fees and costs awarded by the Court. Ring shall have no liability or other responsibility for allocation of any such fees and costs awarded.

D. Settlement Class Counsel shall be entitled to full payment of the attorneys' fees and costs awarded by the Court within thirty (30) business days of the Court's entry of the Final Order and Judgment and any order granting attorneys' fees and costs, notwithstanding any appeal, upon execution of a Stipulated Undertaking, attached as **Exhibit H** hereto ("Stipulated Undertaking"), requiring repayment of fees and costs by Settlement Class Counsel should the Final Order and Judgment be reversed or materially modified or the award of attorneys' fees and costs be reversed or reduced on appeal.

E. No later than fifteen (15) days following the Notice Date, Settlement Class Counsel shall file a motion with the Court requesting payment from the Settlement Fund to Plaintiffs of service awards not to exceed \$5,000.00 for each Plaintiff. Any motion for service awards will be based on Plaintiffs' time, effort, and commitment in this Action, and will not be based or conditioned upon Plaintiffs' support for the Settlement. Any such motion shall be posted on the Settlement Website promptly after the motion has been filed with the Court.

F. Plaintiffs' entitlement to service awards, if any, will be determined by the Court. The Settlement shall not be conditioned on Court approval of service awards for the Plaintiffs. In the event the Court declines any request for service awards or awards less than the amount sought, but otherwise approves the Settlement contemplated by this Settlement Agreement, the remaining provisions of this Settlement Agreement will continue to be effective and enforceable by the Parties, including the Release set forth in this Settlement Agreement.

G. To the extent awarded by the Court, Ring shall pay the service awards to the Plaintiffs, through Settlement Class Counsel, within thirty (30) business days of the Court's entry of the Final Order and Judgment and any order awarding Plaintiff service awards, notwithstanding any appeal, upon execution of the Stipulated Undertaking, requiring repayment of such service

awards by Settlement Class Counsel should the Final Order and Judgment or the award of Plaintiff service awards be reversed or materially modified on appeal. Ring shall have no liability to the Plaintiffs arising from any claim regarding payment of any award of the Plaintiff service awards, so long as Ring complies with its obligations under this Settlement Agreement.

XII. ADDITIONAL PROVISIONS

A. No Admission of Liability or Wrongdoing. Ring expressly disclaims and denies any wrongdoing or liability whatsoever and expressly incorporates Section I.N of the Recitals. This Settlement, and any and all negotiations, statements, documents, and/or proceedings in connection with this Settlement, shall not be construed or deemed to be relevant to or evidence of Ring's admission or concession of, or related to, (1) the truth of any fact alleged by Plaintiffs in this Action; (2) that any person suffered compensable harm or is entitled to any relief, including legal, injunctive, or any other equitable relief, with respect to the matters asserted in this Action; (3) any liability, negligence, fault, or wrongdoing by Ring or the Released Parties, including any of its affiliates, agents, representatives, vendors, or any other person or entity acting on its behalf; (4) that the Action or any other action was or may be properly certified as a class action for litigation, non-settlement purposes; (5) the arbitrability of the Action as to Plaintiffs and Settlement Class Members; or (6) the enforceability of any applicable contractual or statutory limitations period to limit any relief. Ring may file this Settlement Agreement in any action or proceeding that may be brought against it in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

B. Termination. This Settlement may be terminated by either Plaintiffs or Ring by serving on counsel for the opposing party and filing with the Court a written notice of termination within ten (10) days (or such longer time as may be agreed between Settlement Class Counsel and Ring) after any of the following occurrences:

1. the Court rejects, materially modifies, or materially amends or changes the Settlement (with the exception of any provision of the Settlement relating to Settlement Class Counsel's attorneys' fees or expenses or Plaintiff service awards);

2. the Court declines to enter without material change the material terms in the proposed Preliminary Approval Order or the Final Order and Judgment;

3. Ring or Plaintiffs receive notice that in excess of 850,000 claim forms are submitted, which would materially exceed the estimated class size and thus be indicative of extensive fraud in the claims process;

4. an appellate court reverses the Final Order and Judgment, and the Settlement is not reinstated and finally approved without material change by the Court on remand; or

5. the Effective Date does not otherwise occur.

In the event of a termination pursuant to this Section XII.B, this Settlement Agreement shall become null and void *ab initio* without prejudice to the status quo ante rights, positions and privileges of the Parties, except as otherwise expressly provided herein. In the event of any such termination, the Parties will bear their own costs and fees with regard to their efforts to implement the Settlement Agreement. In the event of a termination pursuant to this Section XII.B, this Settlement Agreement shall have no force or effect and the Parties will return to the status quo ante in this Action. The Parties will also be prohibited from using this Settlement and any settlement or mediation communications in connection with discovery or as evidence in this Action or in any other action, arbitration, or other proceeding of any kind. The Parties further agree to cooperate in asking the Court to set a reasonable schedule for the resumption of this Action.

C. Fair, Adequate and Reasonable Settlement. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement was reached after hard-fought and arms-length negotiations.

D. Voluntary Agreement. This Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm or entity.

E. Binding On Successors. This Settlement Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

1 F. Parties Represented by Counsel. The Parties hereby acknowledge that they have been
2 represented in negotiations for and in the preparation of this Settlement Agreement by independent
3 counsel of their own choosing, that they have read this Settlement Agreement and have had it fully
4 explained to them by such counsel, and that they are fully aware of the contents of this Settlement
5 Agreement and of its legal effect.

6 G. Authorization. Each Party warrants and represents that there are no liens or claims
7 of lien or assignments in law or equity or otherwise of or against any of the claims or causes of
8 action released herein and, further, that each Party is fully entitled and duly authorized to give this
9 complete and final release and discharge.

10 H. Construction and Interpretation. Neither the Parties nor any of the Parties' respective
11 attorneys shall be deemed the drafter of this Settlement Agreement for purposes of interpreting any
12 provision hereof in any judicial or other proceeding that may arise between or among them.

13 I. Headings. The various headings used in this Settlement Agreement are solely for the
14 convenience of the Parties and shall not be used to interpret this Settlement Agreement.

15 J. Exhibits. The exhibits to this Settlement Agreement are integral parts of the
16 Settlement Agreement and Settlement and are hereby incorporated and made a part of this Settlement
17 Agreement.

18 K. Effect of Weekends and Holidays. If any date or deadline in this Settlement
19 Agreement falls on a Saturday, Sunday, or federal holiday, the next business day following the date
20 or deadline shall be the operative date.

21 L. Merger and Integration. This Settlement Agreement contains an entire, complete,
22 and integrated statement of each and every term and condition agreed to by and among the Parties,
23 and is not subject to any term or condition not provided for herein. In entering into this Settlement
24 Agreement, no Party has made or relied on any warranty or representation not specifically set forth
25 herein.

26 M. No Waiver. There shall be no waiver of any term or condition absent an express
27 writing to that effect by the Party to be charged with that waiver. No waiver of any term or condition
28 in this Settlement Agreement by any Party shall be construed as a waiver of a subsequent breach or

failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

N. Modifications and Amendments. No amendment, change or modification of this Settlement Agreement or any part thereof shall be valid unless in writing signed by the Parties.

O. Governing Law. This Settlement Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflict of law principles.

P. Further Assurances. Each of the Parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts or things reasonably necessary to obtain approval of this Settlement and in connection with the performance of its obligations hereunder to carry out the express intent of the Parties hereto. The Parties and their counsel undertake to implement the terms of this Settlement Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement.

Q. Execution Date. This Settlement Agreement shall be deemed executed upon the date set forth in the preamble above.

R. Continuing Jurisdiction. The Parties to this Settlement Agreement stipulate that the Court shall retain personal and subject matter jurisdiction over the implementation and enforcement of this Settlement Agreement, the Preliminary Approval Order, the Final Order and Judgment, and any separate order regarding Settlement Class Counsel attorneys' fees and expenses and/or Plaintiff service awards.

S. Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Settlement Agreement may be treated as originals.

T. Notices. Notices to counsel for the Parties required under this Settlement Agreement shall be sent by email and first-class mail to:
For Plaintiffs:

DeNITTIS OSEFCHEN PRINCE, P.C.

Stephen P. DeNittis, Esq.
Joseph A. Osefchen, Esq.
Shane T. Prince, Esq.
525 Route 73 North, Suite 410
Marlton, NJ 08053
Telephone: (856) 797-9951
Facsimile: (856) 797-9978
Email: sdenittis@denittislaw.com
Email: josefchen@denittislaw.com
Email: sprince@denittislaw.com

HATTIS & LUKACS

Daniel M. Hattis, Esq.
Paul Karl Lukacs, Esq.
11711 SE 8th Street, Suite 120
Bellevue, WA 98005
Telephone: (425) 233-8650
Facsimile: (425) 412-7171
Email: dan@hattislaw.com
Email: pkl@hattislaw.com

For Ring:

DAVIS WRIGHT TREMAINE LLP

Scott Commerson, Esq.
865 Figueroa Street
Suite 2400
Tel. (213) 633-6890
Email: scottcommerson@dwt.com

Agreed to on the date indicated below.

APPROVED AND AGREED TO BY DEFENDANT RING LLC:

Dated: August 22, 2024

By:

Signed by:

Mike Harris

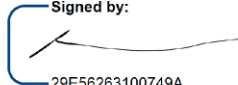
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Title: COO, Ring/Blink

APPROVED BY RING'S COUNSEL:

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Dated: 8/22/2024

Signed by:

29E56263100749A...

Scott Commerson
Davis Wright Tremaine, LLP


APPROVED AND AGREED TO BY SETTLEMENT CLASS COUNSEL, who are also expressly authorized to sign on behalf of the Plaintiffs:

Dated: Aug 20, 2024


Stephen DeNittis (Aug 20, 2024 06:48 EDT)

Stephen P. DeNittis
DeNittis Osefchen Prince, P.C.

Dated: Aug 20, 2024



Daniel M. Hattis
Hattis & Lukacs

APPROVED AND AGREED TO BY THE PLAINTIFFS

Dated: Aug 19, 2024


Brandon Johnson-Jack (Aug 19, 2024 09:35 PDT)

Plaintiff Brandon Jack

Dated: Aug 19, 2024


Jean Alda (Aug 19, 2024 20:57 PDT)

Plaintiff Jean Alda

Exhibit A

To: [Class Member Email Address]
From: Ring Class Action Settlement Administrator
Subject: Notice of Ring Class Action Settlement

Notice ID: <<Notice ID>>

Confirmation Code: <<Confirmation Code>>

RING CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.*

Para ver este aviso en español, visite www.RingCaliforniaProtectPlanSettlement.com

****YOU MAY BE ENTITLED TO A PAYMENT IF YOU FILE A CLAIM****

You must file a claim by [DATE] to receive a payment

To file a claim click [here](#).

**Read this notice, visit www.RingCaliforniaProtectPlanSettlement.com, or call
toll-free (844) 689-0186 for more information.**

What is this notice about? A proposed settlement has been reached in a class action lawsuit. The lawsuit claimed that Ring failed to disclose that in order to record, play back or view snapshots from certain video doorbell and security camera products, users must purchase Ring's "Protect Plan," which requires the payment of an additional \$3 fee per month (or \$30 fee per year) per device for the life of each device. The lawsuit claimed that without these features, the video doorbell and security camera lose their usefulness and effectiveness. The settlement, if approved, resolves the lawsuit and provides benefits to Settlement Class Members who file a claim.

Who is included? The “Settlement Class” includes all persons who purchased any of the below listed Ring products (“Applicable Products”) at a brick and mortar store in California during the applicable time periods specified below:

- Ring Video Doorbell 2, if purchased on or before 10/6/2020;
- Ring Video Doorbell 3, if purchased on or before 10/15/2020;
- 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
- Peephole Cam, if purchased on or before 11/2/2020.

Excluded from the Settlement are any purchases by persons who had an existing Ring Protect Plan that had been set up (including through a free trial or subscription) for more than 30 days at the time of purchasing an Applicable Product. Purchases of Applicable Products online, or in a brick and mortar store *outside* of California, do not qualify a person to be a member of the Settlement Class. You are receiving this notice because Ring’s records indicate that you may be in the Settlement Class.

What can I get? Under the proposed settlement, Ring will pay Settlement Class Members who submit a valid and timely Claim one of the following amounts, depending on how many Applicable Products he or she purchased (“Settlement Payment”) during the respective Class Period for that Applicable Product: (a) \$3 if one (1) Applicable Product was purchased; (b) \$6 if two (2) Applicable Products were purchased, where the second Applicable Product was purchased and set up (including through a free trial or subscription) within 30 days of the purchase of the first Applicable Product; or (c) \$9 if three (3) or more Applicable Products were purchased, where the other Applicable Products were purchased and set up (including through a free trial or subscription) within 30 days of the purchase of the first Applicable Product. If multiple Settlement Class members reside in the same household, they will collectively receive a maximum of one Settlement Payment, but their purchases will be aggregated for determining the Settlement Payment amount. **You must file a claim to receive a payment (see below).**

How do I get a payment? **You must file a claim by [DATE] to receive a settlement payment.** You can file a claim online by clicking [here](#), or you can download a claim form at www.RingCaliforniaProtectPlanSettlement.com, fill it

out, and submit it by mail. Payments will be issued to valid claimants by mailed check or electronic payment.

What are my options? You can (1) file a claim for a payment from the settlement, and, if the settlement becomes final and you are in the Settlement Class, you will give up the right to sue Ring about the issues in this lawsuit; (2) do nothing, thereby receiving no payment, and, if the settlement becomes final, you will give up the right to sue Ring about the issues in this lawsuit; or (3) exclude yourself from the Settlement Class by opting out, thereby receiving no payment, and you will retain any right you may have to sue Ring about the issues in this lawsuit. To exclude yourself, you must mail a signed request for exclusion containing the information described at www.RingCaliforniaProtectPlanSettlement.com postmarked by **[DATE]**, to: **[Ring Administrative Charge Settlement, Attn: Exclusions, ADDRESS]**.

If you do not exclude yourself, and the Court approves the settlement, you will be bound by the Court's orders and judgments and will release your claims relating to this lawsuit. If you do not exclude yourself, you can object to or comment on the settlement and/or Settlement Class Counsel's request for attorneys' fees, expenses, and service awards for the plaintiffs who brought this case on behalf of the Settlement Class. To object, you must submit a signed, written objection containing the information described at www.RingCaliforniaProtectPlanSettlement.com to the Court by **[DATE]**. Visit www.RingCaliforniaProtectPlanSettlement.com for more information.

What happens next? The Court will hold a hearing, currently scheduled for **[DATE, TIME]**, at the Superior Court of the State of California, located at **[ADDRESS]** to decide whether to approve the settlement, attorneys' fees and expenses for the attorneys representing the Settlement Class (up to \$600,000 including expenses), and service awards of up to \$5,000 to each of the plaintiffs who brought this case on behalf of the Settlement Class. You or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice, and/or the Court could order that this hearing be held remotely or telephonically. Check for updates at www.RingCaliforniaProtectPlanSettlement.com.

Who represents me? The Court has appointed DeNittis Osefchen Prince, P.C. and Hattis & Lukacs to represent the Settlement Class. Together, these lawyers are called Settlement Class Counsel. You do not need to pay these lawyers out of your pocket; instead, these lawyers will separately apply for compensation as part of the

settlement. If you want to be represented by your own lawyer, you may hire one at your own expense.

How do I get more information? For more information, including to view copies of case documents, the full settlement agreement, the complaint in the lawsuit, and Settlement Class Counsel's fee application (once it is filed), visit www.RingCaliforniaProtectPlanSettlement.com. You can also call (844) 689-0186 or email info@www.RingCaliforniaProtectPlanSettlement.com.

PLEASE DO NOT CONTACT THE COURT

[Unsubscribe](#)

Exhibit B

LEGAL NOTICE
BY ORDER OF THE SUPERIOR COURT
OF THE STATE OF CALIFORNIA

*A court authorized this notice. This is **not** a solicitation from a lawyer.*

****YOU MAY BE ENTITLED TO A PAYMENT
IF YOU FILE A CLAIM****

***You must file a claim by [DATE] to receive
a payment***

To file a claim or to get more information, visit
www.RingCaliforniaProtectPlanSettlement.com.

Questions? Call (844) 689-0186.

Para ver este aviso en español, visite
www.RingCaliforniaProtectPlanSettlement.com.

Ring California Protect Plan Settlement
c/o Settlement Administrator
[ADDRESS]

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

What is this notice about? A proposed settlement has been reached in a class action lawsuit. The lawsuit claimed that Ring failed to disclose that in order to record, play back or view snapshots from certain video doorbell and security camera products, users must purchase Ring's "Protect Plan," which requires the payment of an additional \$3 fee per month (or \$30 fee per year) per device for the life of each device. The lawsuit claimed that without these features, the video doorbell and security camera lose their usefulness and effectiveness. The settlement, if approved, resolves the lawsuit and provides benefits to Settlement Class Members who file a claim.

Who is included? The "Settlement Class" includes all persons who purchased any of the below listed Ring products ("Applicable Products") at a brick and mortar store in California during the applicable time periods specified below: Ring Video Doorbell 2, if purchased on or before 10/6/2020; Ring Video Doorbell 3, if purchased on or before 10/15/2020; 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 Peephole Cam, if purchased on or before 11/2/2020. Excluded from the Settlement are any purchases by persons who had an existing Ring Protect Plan that had been set up (including through a free trial or subscription) for more than 30 days at the time of purchasing an Applicable Product. Purchases of Applicable Products online, or in a brick and mortar store outside of California, do not qualify a person to be a member of the Settlement Class. You are receiving this notice because Ring's records indicate that you may be in the Settlement Class.

What can I get? Under the proposed settlement, Ring will pay Settlement Class Members who submit a valid and timely Claim one of the following amounts, depending on how many Applicable Products he or she purchased ("Settlement Payment") during the respective Class Period for the Applicable Product: (a) \$3 if one (1) Applicable Product was purchased; (b) \$6 if two (2) Applicable Products were purchased, where the second Applicable Product was purchased and set up (including through a free trial or subscription) within 30 days of the purchase of the first Applicable Product; or (c) \$9 if three (3) or more Applicable Products were purchased, where the other Applicable Products were purchased and set up (including through a free trial or subscription) within 30 days of the purchase of the first Applicable Product. If multiple Settlement Class members reside in the same household, they will collectively receive a maximum of one Settlement Payment, but their purchases will be aggregated for determining the Settlement Payment amount. **You must file a claim to receive a payment (see below).**

How do I get a payment? **You must file a claim by [DATE] to receive a settlement payment.** You can file a claim online at www.RingCaliforniaProtectPlanSettlement.com, or you can download a claim form at www.RingCaliforniaProtectPlanSettlement.com, fill it out, and submit it by mail. Payments will be issued to valid claimants by check or electronic payment.

What are my options? You can (1) file a claim for a payment from the settlement, and, if the settlement becomes final and you are in the Settlement Class, you will give up the right to sue Ring about the issues in this lawsuit; (2) do nothing, thereby receiving no payment, and, if the settlement becomes final, you will give up the right to sue Ring about the issues in this lawsuit; or (3) exclude yourself from the Settlement Class by opting out, thereby receiving no payment, and you will retain any right you may have to sue Ring about the issues in this lawsuit. To exclude yourself, you must mail a signed request for exclusion containing the information described at www.RingCaliforniaProtectPlanSettlement.com postmarked by **[DATE]**, to: **[Ring Administrative Charge Settlement, Attn: Exclusions, ADDRESS]**. If you do not exclude yourself, and the Court approves the settlement, you will be bound by the Court's orders and judgments and will release your claims relating to this lawsuit. If you do not exclude yourself, you can object to or comment on the settlement and/or Settlement Class Counsel's request for attorneys' fees, expenses, and service awards for the plaintiffs who brought this case on behalf of the Settlement Class. To object, you must submit a signed, written objection containing the information described at www.RingCaliforniaProtectPlanSettlement.com to the Court by **[DATE]**. Visit www.RingCaliforniaProtectPlanSettlement.com for more information. The Court will hold a hearing, currently scheduled for **[DATE, TIME]**, at the Superior Court of the State of California, located at **[ADDRESS]** to decide whether to approve the settlement, attorneys' fees and expenses for the attorneys representing the Settlement Class (up to \$600,000 including expenses) and service awards of up to \$5,000 to each of the plaintiffs who brought this case on behalf of the Settlement Class. You or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice, and/or the Court could order that this hearing be held remotely or telephonically. Check for updates at www.RingCaliforniaProtectPlanSettlement.com.

Who represents me? The Court has appointed DeNittis Osefchen Prince, P.C. and Hattis & Lukacs to represent the Settlement Class. Together, these lawyers are called Settlement Class Counsel. You do not need to pay these lawyers out of your pocket; instead, these lawyers will separately apply for compensation as part of the settlement. If you want to be represented by your own lawyer, you may hire one at your own expense.

PLEASE DO NOT CONTACT THE COURT

How do I get more information? For more information, including to view copies of case documents, the full settlement agreement, the complaint in the lawsuit, and Settlement Class Counsel's fee application (once it is filed), visit www.RingCaliforniaProtectPlanSettlement.com or You can also call **(844) 689-0186**.

PLEASE DO NOT CONTACT THE COURT

Exhibit C

Superior Court of the State of California

If you purchased certain Ring products
YOU MAY BE ENTITLED TO A PAYMENT
from a class action settlement.

A court authorized this notice. It is not a solicitation from a lawyer. You are not being sued. Please do not contact the Court. Your legal rights are affected whether you act or don't act. Read this notice carefully.

OVERVIEW

- Ring customers in California claimed in a class action lawsuit that Ring failed to disclose that in order to record, play back or view snapshots from certain video doorbell and security camera products, users must purchase Ring’s “Protect Plan,” which requires the payment of an additional \$3 fee per month (or \$30 fee per year) per device for the life of each device. The customers claimed that without these features, the video doorbell and security camera lose their usefulness and effectiveness. Ring has denied and continues to deny that it did anything wrong and that the lawsuit has any merit. The customers and Ring have reached a proposed settlement to resolve the lawsuit on a class action basis, as described below.
- If you received a notice about this settlement by email or mail, you may be in the Settlement Class according to Ring’s records and may be eligible to file a claim for a payment from the settlement.
- **IMPORTANT:** You must file a claim by [DATE] to receive a payment from the settlement. **Click here to file a claim.** (Read below or see Questions 6-7 for details)
- Your legal rights are affected, and you have a choice to make. Your options are explained here.

YOUR LEGAL RIGHTS AND OPTIONS	
FILE A CLAIM	File a claim by [DATE] to receive a payment. See Questions 6-7.
DO NOTHING	Receive no payment and give up the right to sue Ring about the issues in this lawsuit.

OPT-OUT	Receive no payment from the settlement and retain any right you may have to sue Ring about the issues in this lawsuit. To opt-out, you must mail a signed request for exclusion by [DATE] . See Question 10 for details.
OBJECT OR COMMENT ON THE SETTLEMENT	Object or comment on the settlement by [DATE] . See Question 11 for details. If you object or comment, you can still file a claim and receive a payment.

- Questions? Read below, or visit www.RingCaliforniaProtectPlanSettlement.com or call **[TOLL-FREE NUMBER]** for more information.

Information about the Lawsuit and Class

1. What is this lawsuit about?

The class action lawsuit concerns Ring customers in California who purchased Protect Plans from Ring. Plaintiffs alleged, generally, that Ring failed to disclose that in order to record, play back, or view snapshots from certain video doorbell and security camera products, users must purchase Ring's "Protect Plan," which requires the payment of an additional \$3 fee per month (or \$30 fee per year) per device for the life of each device. Plaintiffs allege that without these features, the video doorbell and security camera lose their usefulness and effectiveness. The complaint in this case is available at www.RingCaliforniaProtectPlanSettlement.com.

Plaintiffs and Ring have now agreed to a settlement to resolve this lawsuit, as described below. The Court has not decided whether Plaintiffs' claims and/or Ring's defenses are valid. By agreeing to the settlement, neither Ring nor Plaintiffs make any admissions regarding any liability by Ring or the merits of the allegations, claims, or defenses in this case. Ring has denied and continues to deny that it did anything wrong or that the lawsuit has any merit. Ring states that it will continue to charge for its Protect Plans.

The Superior Court of the State of California, County of San Francisco is overseeing this lawsuit. The lawsuit is known as *Jack et al. v. Ring LLC*, Case No. CGC-20-588258.

2. Why is this a class action?

In a class action, one or more people sue on behalf of themselves and other people with similar claims. All of these people together make up the Settlement Class and are Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

3. Who is in the Settlement Class?

The "Settlement Class" in this case is defined as:

All persons who purchased any of the below listed Ring products ("Applicable Products") at a brick and mortar store in California during the applicable time periods specified below:

- Ring Video Doorbell 2, if purchased on or before 10/6/2020;
- Ring Video Doorbell 3, if purchased on or before 10/15/2020;
- 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
- Peephole Cam, if purchased on or before 11/2/2020.

Excluded from the Settlement are any purchases by persons who had an existing Ring Protect Plan that had been set up (including through a free trial or subscription) for more than 30 days at the time of purchasing an Applicable Product. Purchases of Applicable Products online or in a brick and mortar store outside of California do not qualify a person to be a member of the Settlement Class.

Excluded from the Settlement Class are any Judges presiding over this Action and any members of their families, and Ring and affiliated entities and individuals and their respective officers and directors. Also excluded from the Settlement Class are those persons who submit a timely and valid request for exclusion in accordance with the procedures set forth in the Settlement Agreement.

If you received a notice of this settlement by mail or email, you may be in the Settlement Class according to Ring's records.

People in the Settlement Class are called "Settlement Class Members."

Information about the Settlement and About Filing a Claim for a Payment

4. What are the terms of the proposed settlement?

The complete terms of the proposed settlement are set forth in the Settlement Agreement, which is available at www.RingCaliforniaProtectPlanSettlement.com. This notice provides only a summary of the terms of the settlement. The settlement benefits and other terms are summarized below.

5. What are the benefits of the proposed settlement?

If the settlement is approved and becomes final, Ring will pay Settlement Class Members who submit a valid and timely Claim one of the following amounts ("Settlement Payment"), depending on how many Applicable Products he or she purchased during the respective Class Period for that Applicable Product: (a) \$3 if one (1) Applicable Product was purchased; (b) \$6 if two (2) Applicable Products were purchased, where the second Applicable Product was purchased and set up (including through a free trial or subscription) within 30 days of the purchase of the first Applicable Product; or (c) \$9 if three (3) or more Applicable Products were purchased, where the other Applicable Products were purchased and set up (including through a free trial or subscription) within 30 days of the purchase of the first Applicable Product. You must file a claim to receive a payment (see below). If multiple Settlement Class Members reside in the same household, they will collectively receive a maximum of one Settlement Payment, but their purchases will be aggregated for determining the Settlement Payment amount.

6. How do I get a payment?

You need to file a claim by **[DATE]** to receive a settlement payment.

7. How do I file a claim for a payment?

File Online: To file a claim online, click [here](#) or visit www.RingCaliforniaProtectPlanSettlement.com.

File By Mail: If you prefer, you can also print a paper claim form, available at www.RingCaliforniaProtectPlanSettlement.com fill it out, and mail it to the address listed on the form. **The deadline to file a claim online or by mail is [DATE].**

The Settlement Administrator will review all claims and determine eligibility.

8. How and when will payments be sent?

Settlement payments will be issued by check or electronic payment to valid claimants after the settlement is approved and becomes final.

For any settlement payment checks that are uncashed or deemed undeliverable by the Settlement Administrator, those amounts will go towards a cy pres distribution to be agreed upon by the Parties.

Your other rights and options

9. What happens if I do nothing?

If you do nothing, you will not receive any settlement payment. **You must file a claim by [DATE] to receive a payment.**

If you do nothing, you will give up any right you may have to sue Ring about the issues in this lawsuit. You will also be legally bound by all of the orders that the Court issues and judgments the Court makes in this class action.

10. How do I exclude myself (opt out) from the Settlement Class?

To exclude yourself from the Settlement Class, you must mail a signed request for exclusion to: **[SETTLEMENT ADMINISTRATOR ADDRESS]**

To be effective, your request for exclusion must be postmarked no later than **[DATE]**, and must include the following information:

- (a) your full name, telephone number, mailing address, and email address;
- (b) a clear statement that you wish to be excluded from the Settlement Class;
- (c) the name of this lawsuit: “*Jack et al. v. Ring, LLC*”; and
- (d) your original signature.
- (e) requests for exclusion furthermore must be made on an individual basis; “mass,” “class,” or other purported group opt outs are not effective.

11. How do I object or comment?

If you have not excluded yourself from the Settlement Class, you can comment on or object to the settlement, Settlement Class Counsel's request for attorneys' fees and litigation expenses, and/or the request for service awards for the Plaintiffs who brought this lawsuit. To object or comment, you must send a signed, written objection/comment including the following:

- (a) the name of this lawsuit: "*Jack et al. v. Ring, LLC*";
- (b) your full name, mailing address, telephone number, and email address;
- (c) your original signature;
- (d) a description of the specific reasons for the objection;
- (e) the name, address, bar number and telephone number of your attorney if you are represented by an attorney; and
- (f) a statement about whether or not you intend to appear at the Fairness Hearing either in person or through an attorney.

To be considered by the Court, your comment or objection must be in writing and filed with the Court at the address below no later than [DATE].

Department 304
Superior Court of California
County of San Francisco
400 McAllister Street
San Francisco, CA 94102-4514

Note that you can ask the Court to deny approval of the settlement by filing an objection, but you cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If you would like to request that the Court deny approval, you must object. You have the right to consult with your own attorney, at your own expense, before deciding how best to proceed.

12. What claims will be released by this Settlement?

If you are in the Settlement Class definition and do not exclude yourself from the Settlement Class, and the settlement is approved and becomes final, the settlement will be legally binding on you and you will be bound by all judgments entered in the case. Whether or not you submit a settlement claim, you will release all claims against Ring and its affiliates listed in the Settlement Agreement about the issues in this lawsuit. The Settlement Agreement, available at www.RingCaliforniaProtectPlanSettlement.com, describes the claims you are releasing (giving up) by staying in the Settlement Class (called "Released Claims").

13. Do I have a lawyer in this class action?

Yes. The Court has appointed the following attorneys and law firms to represent the Settlement Class Members. Together, these lawyers are called “Settlement Class Counsel”:

DeNITTIS OSEFCHEN PRINCE, P.C.

Stephen P. DeNittis, Esq.
Joseph A. Osefchen, Esq.
Shane T. Prince, Esq.
525 Route 73 North, Suite 410
Marlton, NJ 08053

HATTIS & LUKACS

Daniel M. Hattis, Esq.
Paul Karl Lukacs, Esq.
11711 SE 8th Street, Suite 120
Bellevue, WA 98005

You do not have to pay Settlement Class Counsel for their time or expenses incurred in this case out of your pocket. Instead, Settlement Class Counsel will petition the Court for an award of their fees and expenses; any amount awarded to Settlement Class Counsel will be separately paid as part of the settlement.

The Court has also appointed Plaintiffs—whose names are set forth in the caption of the settlement agreement, available at www.RingCaliforniaProtectPlanSettlement.com—as class representatives to represent the Settlement Class.

14. How will the lawyers be paid?

Settlement Class Counsel (see Question 13) will file a motion on or before [DATE] asking the Court to award them attorneys’ fees of up to \$600,000.00, based on the time Class Counsel spent litigating this case, which includes reimbursement of their litigation expenses. The attorneys’ fees and expenses awarded by the Court will be the only payment to Settlement Class Counsel for their efforts in achieving the settlement and for their risk in undertaking this representation on a wholly contingent basis. In addition, Settlement Class Counsel will ask the Court on or before [DATE] to award each of the Plaintiffs representing the Settlement Class a service award of up to \$5,000 to compensate them for their efforts and commitment on behalf of the Settlement Class in this lawsuit.

The Court will determine the amount of attorneys’ fees, expenses, and service awards to award. Settlement Class Counsel’s application for attorneys’ fees, expenses, and service awards will be available at www.RingCaliforniaProtectPlanSettlement.com when it is filed.

15. Should I hire my own lawyer for this case?

You do not need to hire your own lawyer because Settlement Class Counsel represents

you and the other members of the Settlement Class already. However, you have the right to hire your own lawyer. If you want your own lawyer separate from Settlement Class Counsel, you will have to pay that lawyer.

The Court's Fairness Hearing

16. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing, currently scheduled for [__:__ a.m./p.m.] on [DATE], in Department 304 of the Superior Court of California, County of San Francisco, located at 400 McAllister Street, San Francisco, CA 94102-4514. The hearing may be moved to a different date or time without additional notice and/or may be held remotely or telephonically. Please check www.RingCaliforniaProtectPlanSettlement.com for updates or changes.

At the Fairness Hearing, the Court will consider whether the settlement should be approved as fair, reasonable, and adequate. The Court will also consider Settlement Class Counsel's application for attorneys' fees, expenses, and service awards. If there are timely objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

17. Do I have to come to the hearing?

No. Settlement Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. So long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

18. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

Getting more information

19. Where can I get more information?

More information can be found at www.RingCaliforniaProtectPlanSettlement.com. That website includes important case deadlines, links to case documents including the full Settlement Agreement, the complaint in this lawsuit, and other information about the lawsuit and the settlement. You can also get more information by calling [TOLL-FREE NUMBER] or emailing info@www.RingCaliforniaProtectPlanSettlement.com.

PLEASE DO NOT CONTACT THE COURT.

Exhibit D

To: [Class Member Email Address]
From: Ring Class Action Settlement Administrator
Subject: Reminder Notice – Ring Class Action Settlement

Notice ID: <<Notice ID>>

Confirmation Code: <<Confirmation Code>>

RING CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.*

****REMINDER: YOU MAY BE ENTITLED TO A PAYMENT IF YOU FILE
A CLAIM****

**DON'T MISS OUT.
FILE YOUR CLAIM BY [DATE] TO RECEIVE A PAYMENT.**

We are writing to remind you that you may be eligible to file a claim for a payment as part of a class action settlement regarding persons who purchased certain Ring products in brick and mortar stores in California during a certain time period.

To receive a payment, you must file a claim by [DATE]. The process is easy and can be completed online. You can file your claim by clicking this link:

[CLAIM LINK]

For more information about the settlement, visit
www.RingCaliforniaProtectPlanSettlement.com or call toll-free [PHONE
NUMBER].

[Unsubscribe](#)

Exhibit E

**Your claim form
must be submitted
online or
postmarked by:
[DEADLINE]**

**SUPERIOR COURT OF CALIFORNIA
SAN FRANCISCO COUNTY COMPLEX DIVISION**

Jack et al. v. Ring, LLC
Case No. CGC-20-588258

CLAIM FORM

VAC

To be eligible for a settlement payment, you must complete and file this Claim Form. You can either:

- (1) File Online: File online at www.RingCaliforniaProtectPlanSettlement.com; or
- (2) File by Mail: Fill out, sign, and return this form to: Ring Protect Plan Settlement, c/o Settlement Administrator, [ADDRESS]

You must file a claim to receive a settlement payment. THE DEADLINE TO FILE A CLAIM IS [DATE].

I. PROVIDE YOUR CONTACT INFORMATION

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information that occur after you submit your Claim Form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Wireless Phone Number

Please provide the following information from the email or mail notice provided to you:

Notice ID

Confirmation Code

II. CLASS ELIGIBILITY

To be eligible to submit a claim, you must be part of the Settlement Class. The "Settlement Class" includes all persons who purchased any of the below listed Ring products ("Applicable Products") at a **brick and mortar store in California** during the applicable time periods specified below:

- Ring Video Doorbell 2, if purchased on or before 10/6/2020;
- Ring Video Doorbell 3, if purchased on or before 10/15/2020;
- 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;

**Your claim form
must be submitted
online or
postmarked by:
[DEADLINE]**

**SUPERIOR COURT OF CALIFORNIA
SAN FRANCISCO COUNTY COMPLEX DIVISION**

Jack et al. v. Ring, LLC
Case No. CGC-20-588258

VAC

CLAIM FORM

- Floodlight Cam, if purchased on or before 11/24/2020; and/or
- Peephole Cam, if purchased on or before 11/2/2020.

Excluded from the Settlement are any purchases by persons who had an existing Ring Protect Plan that had been set up (including through a free trial or subscription) for more than 30 days at the time of purchasing an Applicable Product. Purchases of Applicable Products online or in a brick and mortar store outside of California do not qualify a person to be a member of the Settlement Class.

Please fill in the following information:

Product(s) purchased: _____
Date(s) of purchase: _____
Email associated with your Ring account: _____

BY CHECKING THIS BOX, YOU CERTIFY THAT YOU PURCHASED YOUR RING PRODUCT(S) FROM A BRICK AND MORTAR STORE IN CALIFORNIA AND NOT ONLINE, AND THAT YOU ARE A MEMBER OF THE SETTLEMENT CLASS ☐

III. CHOOSE FORM OF PAYMENT

Please select from **one** of the following payment options:

- ☐ **PayPal** – Enter your PayPal email address: _____
- ☐ **Venmo** - Enter the mobile number associated with your Venmo account: ____-____-____
- ☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:
Mobile Number: ____-____-____ or Email Address: _____
- ☐ **Virtual Prepaid Card** - Enter your email address: _____
- ☐ **Physical Check** - Payment will be mailed to the address provided in Section I above.

Your Settlement Payment may be one of the following amounts, depending on how many Applicable Products you purchased during the respective Class Period for that Applicable Product: (a) \$3 if one (1) Applicable Product was purchased; (b) \$6 if two (2) Applicable Products were purchased, where the second Applicable Product was purchased and set up (including through a free trial or subscription) within 30 days of the purchase of the first Applicable Product; or (c) \$9 if three (3) or more Applicable Products were purchased, where the other Applicable Products were purchased and set up (including through a free trial or subscription) within 30 days of the purchase of the first Applicable Product. If multiple Settlement Class members reside in the same household, they will collectively receive a maximum of one Settlement Payment per household, but their purchases will be aggregated for determining the Settlement Payment amount.

**Your claim form
must be submitted
online or
postmarked by:
[DEADLINE]**

**SUPERIOR COURT OF CALIFORNIA
SAN FRANCISCO COUNTY COMPLEX DIVISION**

Jack et al. v. Ring, LLC
Case No. CGC-20-588258

CLAIM FORM

VAC

Payment will be mailed to the address provided in Section I above or transmitted electronically.

IV. SIGN THE FORM

By signing below and submitting this Claim Form, I hereby swear under penalty of perjury that I am the person identified in Section I and the information provided in this Claim Form is true and correct, this is the only Claim Form that I have submitted, and nobody has submitted another claim in connection with this Settlement on my behalf.

Your signature

Date: _____
MM DD YYYY

Your name

Exhibit F

Daniel M. Hattis (SBN 232141)
Paul Karl Lukacs (SBN 197007)
HATTIS & LUKACS
11711 SE 8th Street, Suite 120
Bellevue, Washington 98005
Telephone: (425) 233-8650
Facsimile: (425) 412-7171
Email: dan@hattislaw.com
Email: pkl@hattislaw.com

Stephen DeNittis, Esq. (admitted *pro hac vice*)
DENITTIS OSEFCHEN PRINCE, P.C.
5 Greentree Centre, Suite 410
525 Route 73 N.
Marlton, New Jersey 08057
Telephone: (856) 797-9951
Facsimile: (856) 797-9978
Email: sdenittis@denittislaw.com

Attorneys for Plaintiffs and the Proposed Classes

SUPERIOR COURT OF THE STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO
UNLIMITED CIVIL

BRANDON JACK and
JEAN ALDA,
for Themselves, as Private Attorneys
General, and/or On Behalf Of All
Others Similarly Situated,

Plaintiffs,

v.

RING LLC,

Defendant.

Case No. CGC-20-588258

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT AGREEMENT AND
DIRECTING DISSEMINATION OF CLASS
NOTICE**

1 Before the Court is the Motion for Preliminary Approval of Class Settlement Agreement
2 and for Direction of Class Notice (“Motion”), filed by Plaintiffs. Plaintiffs and Defendant Ring
3 LLC (“Ring”) have entered into a Class Settlement Agreement, dated [DATE] (“Settlement
4 Agreement”). Having thoroughly reviewed the Settlement Agreement, including the proposed
5 forms of class notice and other exhibits thereto, the Motion, and the papers and arguments in
6 connection therewith, and good cause appearing, the Court hereby ORDERS as follows:

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

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

11 3. The Motion is GRANTED.

12 4. The Court hereby preliminarily approves the Settlement Agreement and the terms
13 embodied therein pursuant to California law. The Court finds that it will likely be able to
14 approve the Settlement Agreement and to certify the Settlement Class for purposes of judgment
15 on the proposed Settlement. The Court preliminarily finds that the Settlement Agreement is fair,
16 reasonable, and adequate as to the Settlement Class Members under the relevant considerations.
17 The Court finds that Plaintiffs and proposed Settlement Class Counsel have adequately
18 represented, and will continue to adequately represent, the Settlement Class. The Court further
19 finds that the Settlement Agreement is the product of arms’ length negotiations by the Parties,
20 and comes after significant litigation—including significant litigation regarding Ring’s motions
21 to compel arbitration of Plaintiffs’ claims and to stay the respective litigations, resulting in
22 multiple rounds of briefing and appeals to date—and significant investigation and discovery.
23 The Court preliminarily finds that the relief provided—a \$3.00 payment to Settlement Class
24 Members who purchased one (1) Applicable Product during the Class Period; a \$6.00 payment to
25 Settlement Class Members who purchased two (2) Applicable Products during the Class Period
26 with the second purchased Applicable Product being purchased and set up (including through a
27 free trial or subscription) within 30 days of purchase of the first Applicable Product; and a \$9.00
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1 payment to Settlement Class members who purchased three (3) or more Applicable Products
 2 during the Class Period with all three Applicable Products being purchased and set up (including
 3 through a free trial or subscription) within the first 30 days from the purchase of the first
 4 Applicable Product¹—is adequate taking into account, *inter alia*, the costs, risks, and delay of
 5 trial and appeal for all Parties, the legal issues presented in this Action, the interests of the
 6 proposed Settlement Class, and the proposed method of distributing payments to the Settlement
 7 Class (i.e., direct payments by checks or electronic payment). The Court preliminarily finds that
 8 the Settlement Agreement treats the Settlement Class Members equitably relative to each other,
 9 and that the proposed allocation of settlement funds to Settlement Class Members is reasonable
 10 and equitable. Under the terms of the Settlement Agreement, all Settlement Class Members are
 11 eligible to submit claims for settlement payments via a simple claim form. The Court will fully
 12 assess any request for attorneys’ fees and litigation expenses after receiving a motion from
 13 Settlement Class Counsel supporting such request. At this stage, the Court finds that the plan to
 14 request fees and litigation expenses creates no reason not to direct notice to the Settlement Class;
 15 should this Court find any aspect of the requested attorneys’ fees or expenses unsupported or
 16 unwarranted, such award will not disturb the Settlement.

17 5. The Court hereby provisionally certifies, for settlement purposes only, a
 18 “Settlement Class,” pursuant to California law, consisting of:

19 All persons who purchased any of the below listed Ring products (“Applicable
 20 Products”) at a brick and mortar store in California during the applicable time
 21 periods specified herein: Ring Video Doorbell 2, if purchased on or before
 22 10/6/2020; Ring Video Doorbell 3, if purchased on or before 10/15/2020; Ring
 23 Video Doorbell 3 Plus, if purchased on or before 10/15/2020; Ring Video
 24 Doorbell Pro Wired, if purchased on or before 10/30/2020; Ring Video Doorbell
 25 Elite, if purchased on or before 5/12/2021; Floodlight Cam, if purchased on or
 before 11/24/2020; and/or Peephole Cam, if purchased on or before 11/2/2020.
 Excluded from the Settlement are any purchases by persons who had an existing
 Ring Protect Plan that had been set up (including through a free trial or
 subscription) for more than 30 days at the time of purchasing an Applicable
 Product. Purchases of Applicable Products online or in a brick and mortar store

26
 27 ¹ If multiple Settlement Class Members reside in the same Household, they will collectively
 28 receive a maximum of one Settlement Payment, but their purchases will be aggregated for
 determining the Settlement Payment amount.

outside of California do not qualify a person to be a member of the Settlement Class.

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

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

6. The Court finds that, for settlement purposes only, the Settlement Class, as defined above, meets the requirements for class certification under California law—namely, that (1) the Settlement Class Members are sufficiently numerous such that joinder is impracticable; (2) there are common questions of law and fact; (3) Plaintiffs' claims are typical of those of the Settlement Class Members; (4) Plaintiffs and Settlement Class Counsel have adequately represented, and will continue to adequately represent the interests of the Settlement Class Members; (5) the Settlement Class is ascertainable; (6) there is a well-defined community of interest among the Settlement Class; (7) there are substantial benefits from certification that render proceeding as a class superior to the alternatives; and (8) the Settlement Class meets the predominance and superiority requirements.

7. Certification of the Settlement Class and appointment of the Settlement Class Representatives and Settlement Class Counsel shall be solely for settlement purposes and without prejudice to the Parties in the event the Settlement Agreement is not finally approved by this Court or otherwise does not take effect. If final approval does not occur for any reason, or any party gives proper notice of termination pursuant to the Settlement Agreement, certification of the Settlement Class and any Settlement Class Representative or Settlement Class Counsel appointments, including this Order, shall be deemed void and vacated. The Parties reserve all rights and defenses as they existed prior to the execution of the Settlement Agreement and this Order in the event the Settlement Agreement is not finally approved by this Court or otherwise does not take effect.

8. The Court hereby appoints Plaintiffs in the caption set forth above as Settlement

Class Representatives to represent the Settlement Class.

9. The Court hereby appoints the following attorneys as Settlement Class Counsel for the Settlement Class:

DeNITTIS OSEFCHEN PRINCE, P.C.

Stephen P. DeNittis, Esq.
Joseph A. Osefchen, Esq.
Shane T. Prince, Esq.
525 Route 73 North, Suite 410
Marlton, NJ 08053
Telephone: (856) 797-9951
Facsimile: (856) 797-9978
Email: sdenittis@denittislaw.com
Email: josefchen@denittislaw.com
Email: sprince@denittislaw.com

HATTIS & LUKACS

Daniel M. Hattis, Esq.
Paul Karl Lukacs, Esq.
11711 SE 8th Street, Suite 120
Bellevue, WA 98005
Telephone: (425) 233-8650
Facsimile: (425) 412-7171
Email: dan@hattislaw.com
Email: pkl@hattislaw.com

10. The Court hereby appoints _____ as Settlement Administrator and directs _____ to carry out all duties and responsibilities of the Settlement Administrator as specified in the Settlement Agreement and herein.

Notice Program

11. Pursuant to California law, the Court approves the proposed Notice program set forth at Section VI of the Settlement Agreement, including the form and content of the proposed forms of class notice attached as Exhibits A-E to the Settlement Agreement. The Court finds that the proposed Notice program meets the requirements of Due Process under the U.S. Constitution and California law; and that such Notice program, which includes individual direct notice to Settlement Class Members via email or mail, a reminder notice, and the establishment of a Settlement Website and Toll-Free Number, is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court further finds that the proposed form and content of the forms of the Notice are adequate and will give

the Settlement Class Members sufficient information to enable them to make informed decisions as to the Settlement Class, the right to object or opt out, and the proposed Settlement and its terms. The Court finds that the Notice clearly and concisely states in plain, easily understood language, inter alia: (i) the nature of the Action; (ii) the definition of the Settlement Class; (iii) the class claims and issues; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who timely and validly requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on Settlement Class Members under California law.

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

Claims Procedure

13. The Court approves the form and content of the proposed Claim Form, in the form attached as Exhibit E to the Settlement Agreement, approves the Claims Process set forth in the Settlement Agreement for Settlement Class Members to submit Claims, and directs the Parties and the Settlement Administrator to implement the Claims Process.

Opt-Out and Objection Procedures

14. Settlement Class Members may exclude themselves from the Settlement Class by mailing to the Settlement Administrator, at the address provided in the notices, a request for exclusion that is postmarked no later than forty-five days after the Notice Date (the “Exclusion Deadline”). To be effective, the request for exclusion must include (1) the Settlement Class Member’s full name, telephone number, mailing address, and email address; (2) a clear statement that the Settlement Class Member wishes to be excluded from the Settlement Class; (3) the name of this Action: “*Jack, et al. v. Ring LLC*”; and (4) the Settlement Class Member’s original signature. Requests for exclusion furthermore must be made on an individual basis; “mass,” “class,” or other purported group opt outs are not effective. Any Settlement Class Member who submits a timely and valid request for exclusion is foreclosed from objecting to the Settlement or

1 to Settlement Class Counsel's motion for attorneys' fees, costs, and service awards. If a
2 Settlement Class Member submits both a timely and valid request for exclusion and an objection,
3 the Settlement Class Member shall be treated as if they had only submitted a request for
4 exclusion. If a Settlement Class Member submits both a timely and valid request for exclusion
5 and files a claim, the Settlement Class Member shall be treated as if they had only submitted a
6 claim. The Settlement Administrator shall promptly after receipt provide copies of any requests
7 for exclusion, including any related correspondence, to Settlement Class Counsel and Ring's
8 Counsel. Any Settlement Class Member who does not submit a timely and valid request for
9 exclusion as set forth in this paragraph and in the Settlement Agreement shall be bound by all
10 subsequent proceedings, orders, and judgments in this Action, including, but not limited to, the
11 Release as defined in the Settlement Agreement, regardless of whether the Settlement Class
12 Member has any pending claims or causes of action against Ring.

13 15. Any Settlement Class Member who does not submit a timely and valid request for
14 exclusion shall have the right to object to the proposed Settlement and/or to Settlement Class
15 Counsel's motion for attorneys' fees, costs, or service awards, only by complying with the
16 objection provisions set forth herein and in the Settlement Agreement. Settlement Class
17 Members who object shall remain Settlement Class Members and shall be subject to the Release
18 set forth in this Settlement Agreement if this Settlement is approved by the Court and becomes
19 effective. To be considered valid, an objection must be in writing, must be filed with the Court
20 at the address listed in the Website Notice, filed no later than 25 days before the Fairness
21 Hearing (the "Objection Deadline"), and must include the following: (1) the name of this Action:
22 "*Jack, et al. v. Ring LLC*"; (2) the full name, mailing address, telephone number, and email
23 address of the objector; (3) the objector's original signature; (4) a description of the specific
24 reasons for the objection; (5) the name, address, bar number, and telephone number of counsel
25 for the objector, if the objector is represented by an attorney; and (6) state whether the objector
26 intends to appear at the Fairness Hearing either in person or through counsel. In addition to
27 filing the objection with the Court no later than twenty-five (25) days before the Fairness
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Hearing, Class Members who object must also mail a copy of the objection to the Settlement Administrator. Any Settlement Class Member who does not timely submit an objection in accordance with this section shall waive the right to object or to be heard at the Fairness Hearing and shall be forever barred from making any objection to the proposed Settlement or to Settlement Class Counsel's motion for attorneys' fees, costs, and service awards. Any Settlement Class Member who objects to the Settlement shall nevertheless be eligible for all benefits of the Settlement if it is approved and becomes final. The Settlement Administrator shall promptly after receipt provide copies of any objections, including any related correspondence, to Settlement Class Counsel and Ring's Counsel.

Fairness Hearing

16. The Court will hold a Fairness Hearing on [DATE AT LEAST 5 DAYS AFTER THE CLAIMS DEADLINE] at [TIME] at the Superior Court of California, San Francisco County located at Department 304, 400 McAllister Street, San Francisco, California. The purposes of the Fairness Hearing will be to: (i) determine whether the proposed Settlement Agreement should be finally approved by the Court as fair, reasonable, adequate, and in the best interests of the Settlement Class; (ii) determine whether judgment should be entered pursuant to the Settlement Agreement, dismissing the Action with prejudice and releasing all Released Claims; (iii) determine whether the Settlement Class should be finally certified; (iv) rule on Settlement Class Counsel's motion for attorneys' fees, costs, and service awards; (v) consider any properly filed objections; and (vi) consider any other matters necessary in connection with the final approval of the Settlement Agreement.

17. By no later than fifteen days after the Notice Date, Plaintiffs and Settlement Class Counsel shall file their: (a) motion for final approval of the Settlement Agreement, requesting entry of the Final Order and Judgment, substantially in the form of Exhibit G to the Settlement Agreement; and (b) motion for attorneys' fees, costs, and service awards. Promptly after they are filed, these document(s) shall be posted on the Settlement Website.

18. By no later than fourteen days before the Fairness Hearing, the Parties shall file

any responses to any Settlement Class Member objections, and any reply papers in support of the motion for final approval of the Settlement and/or in support of Settlement Class Counsel's motion for attorneys' fees, costs, and service awards.

19. The Court may, in its discretion, modify the date and/or time of the Fairness Hearing, and may order that this hearing be held remotely or telephonically. In the event the Court changes the date, time, and/or the format of the Fairness Hearing, the Parties shall ensure that the updated information is posted on the Settlement Website.

20. Only Settlement Class Members who have submitted timely and valid objections, in accordance with the requirements of this Preliminary Approval Order, may be heard at the Fairness Hearing.

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

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

23. Pending final determination of whether the Settlement Agreement should be finally approved, Plaintiffs and all Settlement Class Members are barred and enjoined from filing, commencing, prosecuting, or enforcing any action against Ring or the other Released

1 Parties insofar as such action asserts Released Claims, directly or indirectly, in any judicial,
2 administrative, arbitral, or other forum. This bar and injunction is necessary to protect and
3 effectuate the Settlement Agreement and this Preliminary Approval Order, and this Court's
4 authority to effectuate the Settlement, and is ordered in aid of this Court's jurisdiction.

5 24. 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 25. The Court retains jurisdiction over this Action to consider all further matters
18 arising out of or connected with the Settlement, including enforcement of the Release provided
19 for in the Settlement Agreement.

20 26. The Parties are directed to take all necessary and appropriate steps to establish the
21 means necessary to implement the Settlement Agreement according to its terms should it be
22 finally approved.

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

27 IT IS SO ORDERED.
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Date: _____

Exhibit G

Daniel M. Hattis (SBN 232141)
Paul Karl Lukacs (SBN 197007)
HATTIS & LUKACS
11711 SE 8th Street, Suite 120
Bellevue, Washington 98005
Telephone: (425) 233-8650
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Facsimile: (856) 797-9978
Email: sdenittis@denittislaw.com

Attorneys for Plaintiffs and the Proposed Classes

SUPERIOR COURT OF THE STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO
UNLIMITED CIVIL

BRANDON JACK and
JEAN ALDA,
for Themselves, as Private Attorneys
General, and/or On Behalf Of All
Others Similarly Situated,

Plaintiffs,

v.

RING LLC,

Defendant.

Case No. CGC-20-588258

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

1 This matter came before the Court for hearing on [DATE], pursuant to the Court's
2 Preliminary Approval Order dated [DATE], and on the motion ("Motion") for final approval of
3 the Settlement Agreement, dated [DATE] and entered into by the Parties (the "Settlement
4 Agreement"), as well as Settlement Class Counsel's motion for an award of attorneys' fees,
5 costs, and service awards. Due and adequate notice having been given to the Settlement Class
6 Members of the proposed Settlement and the pending motions, as directed by the Court's
7 Preliminary Approval Order, and upon consideration of all papers filed and proceedings had
8 herein, and good cause appearing, the Court hereby ORDERS as follows:

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

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

13 3. The "Settlement Class" for purposes of this Final Order and Judgment means:

14 All persons who purchased any of the below listed Ring products ("Applicable
15 Products") during the applicable time periods specified in the chart below at a
16 brick and mortar store in California: Ring Video Doorbell 2, if purchased on or
17 before 10/6/2020; Ring Video Doorbell 3, if purchased on or before 10/15/2020;
18 Ring Video Doorbell 3 Plus, if purchased on or before 10/15/2020; Ring Video
19 Doorbell Pro Wired, if purchased on or before 10/30/2020; Ring Video Doorbell
20 Elite, if purchased on or before 5/12/2021; Floodlight Cam, if purchased on or
21 before 11/24/2020; and/or Peephole Cam, if purchased on or before 11/2/2020.
22 Excluded from the Settlement are any purchases by persons who had an existing
23 Ring Protect Plan that had been set up (including through a free trial or
24 subscription) for more than 30 days at the time of purchasing an Applicable
25 Product.

26 Excluded from the Settlement Class are any Judges presiding over this Action and
27 any members of their families, and Defendant Ring LLC ("Ring") and affiliated
28 entities and individuals and their respective officers and directors.

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

5. The Court finds that the Notice program for disseminating notice to the Settlement
Class, provided for in the Settlement Agreement and previously approved and directed by the

1 Court, has been implemented by the Settlement Administrator and the Parties. The Court finds
2 that such Notice program, including the approved forms of notice: (a) constituted the best notice
3 that is practicable under the circumstances; (b) included direct individual notice to all Settlement
4 Class Members who could be so notified through reasonable effort, as well as an appropriate
5 reminder notice; (c) constituted notice that was reasonably calculated, under the circumstances,
6 to apprise Settlement Class Members of the nature of this Action, the definition of the Settlement
7 Class certified, the class claims and issues, the opportunity to enter an appearance through an
8 attorney if the member so desires; the opportunity, the time, and manner for requesting exclusion
9 from the Settlement Class, and the binding effect of a class judgment; (d) constituted due,
10 adequate, and sufficient notice to all persons entitled to notice; and (e) met all applicable
11 requirements of California law, due process under the U.S. Constitution, and any other
12 applicable law.

13 6. The Court hereby finds that all persons who fall within the definition of the
14 Settlement Class have been adequately provided with an opportunity to exclude themselves from
15 the Settlement Class by submitting a request for exclusion in conformance with the terms of the
16 Settlement Agreement and this Court's Preliminary Approval Order. All persons who submitted
17 timely and valid requests for exclusion are not bound by this Final Order and Judgment. A list
18 of those persons who submitted timely and valid requests for exclusion is on file at Dkt. _____.
19 All other persons who fall within the definition of the Settlement Class are Settlement Class
20 Members and part of the Settlement Class, and shall be bound by this Final Order and Judgment
21 and the Settlement Agreement.

22 7. The Court finds and reaffirms that this Action is properly maintained as a class
23 action, for settlement purposes only, pursuant to California law, as set forth in the Court's
24 Preliminary Approval Order.

25 8. The Court reaffirms its appointment of Plaintiffs set forth in the caption herein as
26 Settlement Class Representatives to represent the Settlement Class, and reaffirms its appointment
27 of Settlement Class Counsel to represent the Settlement Class.

1 9. The Court finds that the Settlement Agreement warrants final approval pursuant to
2 California law because, the Court finds, the Settlement Agreement is fair, reasonable, and
3 adequate and is in the best interest of the Settlement Class, after weighing the relevant
4 considerations. First, the Court finds that Plaintiffs and Settlement Class Counsel have
5 adequately represented the Settlement Class, and will continue to do so through settlement
6 implementation. Second, the proposed Settlement Agreement was reached as a result of arms-
7 length negotiations, and comes after significant litigation, investigation, and discovery. Third,
8 the Court finds that the relief proposed to be provided for the Settlement Class is fair, reasonable,
9 and adequate, taking into account, *inter alia*: (i) the costs, risks, and delay of trial and appeal for
10 all Parties; (ii) the legal issues presented in this Action; (iii) the interests of Settlement Class
11 Members; (iv) the effectiveness of the proposed method of distributing relief to the Settlement
12 Class (via mailed checks or electronic payments); and (v) the terms of the requested award of
13 attorneys' fees, costs, and service awards. Fourth, the Court finds that the Settlement
14 Agreement treats Settlement Class Members equitably relative to each other, and that the
15 proposed allocation of settlement funds to Settlement Class Members is reasonable and
16 equitable. Under the terms of the Settlement Agreement, all Settlement Class Members were
17 eligible to submit a claim for payment via a simple claim form.

18 10. In granting final approval of the Settlement Agreement, the Court has also
19 considered the factors that courts in California consider in evaluating proposed class settlements.

20 11. All timely objections submitted by Settlement Class Members have been fully
21 considered by the Court and are overruled.

22 12. The Motion is hereby GRANTED, and the Settlement Agreement and its terms are
23 hereby found to be and APPROVED as fair, reasonable, and adequate and in the best interest of
24 the Settlement Class. The Parties and Settlement Administrator are directed to consummate and
25 implement the Settlement Agreement in accordance with its terms, including distributing
26 settlement payments to the Settlement Class Members and other disbursements from the
27 Settlement Consideration as provided by the Settlement Agreement.
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13. All timely objections submitted by Settlement Class Members have been fully considered by the Court and are OVERRULED.

14. Settlement Class Counsel's Petition for Fees and Costs is GRANTED. The Court finds that the requested attorney fee award of \$600,000.00 for combined attorneys' fees and costs is reasonable, appropriate, and well within the typical range of attorneys' fees awarded in a class action. Accordingly, the combined award of attorneys' fees and costs to Settlement Class Counsel in the amount of \$600,000.00 is approved and is to be paid in accordance with the terms of the Settlement Agreement.

15. Plaintiffs' Motion To Award Incentive Awards is GRANTED. The Court finds that the requested incentive awards in the amount of \$5,000.00 per lead representative plaintiff (a total of 2 persons) is reasonable, appropriate, and well within the typical range of incentive awards awarded in a class action. Accordingly, the incentive awards are approved and are to be paid in accordance with the terms of the Settlement Agreement.

16. This Action is hereby dismissed with prejudice and without costs to any Party, other than as specified in the Settlement Agreement, this Final Order and Judgment, and any order(s) by this Court regarding Settlement Class Counsel's motion for attorneys' fees, costs, and service awards.

17. In consideration of the benefits provided under the Settlement Agreement, and for other good and valuable consideration set forth in the Settlement Agreement, each of the Settlement Class Members and Releasing Parties shall, by operation of this Final Order and Judgment, have fully, finally, and forever released, relinquished, acquitted, and discharged all Released Claims against all Released Parties in accordance with Section IX of the Settlement Agreement, the terms of which section are incorporated herein by reference. The terms of the Settlement Agreement, which are incorporated by reference into this Order, shall have res judicata and other preclusive effects as to the Released Claims as against the Releasing Parties. The Released Parties may file the Settlement Agreement and/or this Order in any other litigation to support a defense or counterclaim based on principles of res judicata, collateral estoppel,

1 release, good-faith settlement, judgment bar or reduction, or any similar defense or counterclaim.

2 18. All Settlement Class Members and Releasing Parties have covenanted not to sue
3 any Released Party with respect to any Released Claim and shall be permanently barred and
4 enjoined from instituting, commencing, prosecuting, continuing, maintaining, or asserting,
5 directly or indirectly, any Released Claim against any Released Party in any judicial,
6 administrative, arbitral, or other forum. This permanent bar and injunction is necessary to
7 protect and effectuate the Settlement Agreement and this Order, and this Court's authority to
8 effectuate the Settlement, and is ordered in aid of this Court's jurisdiction and to protect its
9 judgments. Notwithstanding the foregoing, nothing in this Order and Judgment shall preclude an
10 action to enforce the terms of the Settlement Agreement.

11 19. Pursuant to the terms of the Settlement Agreement, Plaintiffs, Settlement Class
12 Counsel, Ring, and Ring's Counsel have, and shall be deemed to have, released each other from
13 any and all claims and requests for relief relating in any way to any Party or counsel's conduct in
14 this Action, including but not limited to any claims of abuse of process, malicious prosecution, or
15 any other claims or requests for relief arising out of the institution, prosecution, assertion or
16 resolution of this Action, including claims for attorneys' fees, costs of suit, or sanctions of any
17 kind except as otherwise expressly set forth in the Settlement Agreement.

18 20. This Final Judgment and Order is the final, appealable judgment in the Action as
19 to all Released Claims.

20 21. Without affecting the finality of this Final Order and Judgment in any way, this
21 Court retains jurisdiction over (a) implementation of the Settlement Agreement and the terms of
22 the Settlement Agreement; (b) Settlement Class Counsel's motion for attorneys' fees, costs, and
23 service awards; (c) distribution of the settlement consideration, Settlement Class Counsel
24 attorneys' fees and expenses, and any Plaintiff service awards; and (d) all other proceedings
25 related to the implementation, interpretation, validity, administration, consummation, and
26 enforcement of the terms of the Settlement Agreement. The time to appeal from this Final Order
27 and Judgment shall commence upon its entry.

22. In the event that the Settlement Agreement Effective Date does not occur, this Final Order and Judgment shall be rendered null and void and shall be vacated, nunc pro tunc, as set forth in the Court's Preliminary Approval Order, except insofar as expressly provided to the contrary in the Settlement Agreement, and without prejudice to the status quo ante rights of Plaintiffs, Settlement Class Members, and Ring.

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

24. The Court finds that there is no just reason for delay and expressly directs this Final Order and Judgment and immediate entry by the Clerk of the Court.

IT IS SO ORDERED.

Date: _____

Exhibit H

UNDERTAKING TO REPAY ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

Pursuant to Section XI of the Settlement Agreement¹ executed on [DATE] between and among Plaintiffs and Defendant Ring LLC ("Ring"), Settlement Class Counsel shall be entitled to full payment of the attorneys' fees, costs, and named Plaintiff service awards awarded by the Court within thirty (30) business days of the Court's entry of the Final Order and Judgment and any order granting attorneys' fees, costs, and service awards, notwithstanding any appeal. Provided, however, that, should the Final Order and Judgment be reversed or materially modified or the award of attorneys' fees, costs, or service awards be reversed or reduced on appeal, Settlement Class Counsel hereby agree to reimburse Ring for any amounts not approved by the Court or reversed or reduced following any appeal. Settlement Class Counsel shall reimburse Ring in accordance with Section XI of the Settlement Agreement and this undertaking within fourteen (14) days of any such reversal, material modification, or reduction of any attorneys' fees and costs paid to Settlement Class Counsel or service awards paid to the named Plaintiffs.

Dated: _____

Stephen P. DeNittis
DeNittis Osefchen Prince, P.C.

Dated: _____

Daniel M. Hattis
Hattis & Lukacs

¹ All capitalized terms have the meaning as defined in the Settlement Agreement.












Ring Settlement Agreement w Exhibits

Final Audit Report

2024-08-20

Created:	2024-08-16
By:	Jessica Anderson (jessica@denittislaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJH6Uazc8F9DHg2DHN7h0kouxXFqomkps

"Ring Settlement Agreement w Exhibits" History

-  Document created by Jessica Anderson (jessica@denittislaw.com)
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