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SUPERIOR COURT OF THE STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

UNLIMITED CIVIL

CGC-20-288250

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.

CLASS ACTION

COMPLAINT FOR:

- (1) VIOLATION OF CAL. CIVIL CODE § 1750;
- (2) VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE § 17500;
- (3) VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE § 17200

JURY TRIAL DEMANDED

Plaintiffs Brandon Jack and Jean Alda, individually, and as private attorneys general, and/or on behalf of all others similarly situated, allege as follows, on personal knowledge and investigation of their counsel, against Defendant Ring LLC ("Ring" or "Defendant"):

COMPLAINT

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1 **INTRODUCTION AND SUMMARY**

2 1. This action is brought under California law, on behalf of Plaintiff Brandon Jack
3 and Plaintiff Jean Alda, who purchased Ring video doorbell and Ring security camera products
4 from Defendant, and who were not informed by Defendant at the time of purchase that the
5 video recording, playback, and snapshot features which were key components of these products
6 would only operate if Plaintiffs paid an additional fee of \$3 per month (or \$30 per year) per
7 device for a subscription plan which Defendant refers to as the “Ring Basic Protect Plan”
8 (hereinafter the “Protect Plan”).

9 2. Ring video doorbells and security cameras have become ubiquitous in the past
10 several years, with these products being promoted as a low-cost and efficient way of enhancing
11 home security through monitoring one’s front door and deterring potential intruders, “package
12 thieves,” vandals, and burglars.

13 3. A key feature of the Ring video doorbells and security cameras are that they
14 record video footage and take still image snapshots which are stored and can be viewed and
15 played back by the homeowner at a later time.

16 4. Without the ability to record video, take snapshots, or view, store and play back
17 such video and still images, Ring video doorbells and security cameras are nothing more than
18 an expensive electronic alternative to looking out one’s window or a “peephole” to see who is
19 currently standing at one’s front door.

20 5. These video recording, playback and snapshot features of the Ring video
21 doorbells and security cameras are only accessible by the consumer, however, if the consumer
22 also buys an additional, inadequately disclosed Protect Plan service from Ring, which requires
23 payment of an additional monthly fee of \$3 (or yearly fee of \$30) per device.

24 6. A homeowner who does not purchase Defendant’s Protect Plan recording
25 service for \$3 per device per month (or \$30 per device per year) can *only* see a “live feed” of
26 whoever or whatever is standing in front of the camera at that particular moment. Such a
27 homeowner cannot record or playback video or transfer or save any such images, and cannot
28 view any moving or still images of the area before or after the current moment.

1 7. This lawsuit does not contend that there is any defect with the Ring video
2 doorbell products or security cameras themselves, or that it is inappropriate *per se* to require a
3 purchaser of a Ring video doorbell or security camera to purchase an additional subscription
4 service in order to enable the camera to record video and play back moving or still images.

5 8. Rather, the central claims in this case are that:

6 (a) the video recording, playback and snapshot features of the Ring video
7 doorbell and security camera products are essential to the products' utility and value and are a
8 key reason why Plaintiffs purchased the products;

9 (b) the fact that Ring required Plaintiffs to make an additional purchase of
10 Protect Plan service subscriptions, for an *additional* fee per device of \$3 per month or \$30 per
11 year, in order to enable these key product functions was a material fact that Defendant should
12 have clearly disclosed to Plaintiffs before purchase so Plaintiffs could make an informed
13 decision at the time of purchase; and

14 (c) Defendant's failure to do so amounts to a material omission of fact and a
15 deceptive and misleading practice in the sale of goods in violation of California law.

16 9. Ring's conduct and its omissions of material facts on its package advertising and
17 on its website have enabled Ring to entice customers to purchase its video security products by
18 misrepresenting the cost customers must pay for Ring products with functioning video
19 recording, playback and snapshot features, both in absolute dollar costs and relative to the price
20 of competing security camera products from other manufacturers which—unlike Ring—*include*
21 free cloud recording, playback and snapshot features *without* requiring the payment of
22 additional monthly or yearly fees.

23 10. Plaintiffs Brandon Jack and Jean Alda bring this action each individually as
24 deceived Ring LLC customers and also as private attorneys general seeking an order for public
25 injunctive relief to protect the general public, directing that the outside product packaging for
26 Ring video doorbells and security cameras and that Ring's website product pages for the
27 products include prominent disclosures that the video recording, playback, and snapshot
28

1 features of the products will not function unless the purchaser also buys the Protect Plan from
2 Ring for an additional fee of \$3 per month or \$30 per year per device.

3 11. Plaintiffs also bring this action as representative plaintiffs on behalf of classes
4 and subclasses of California consumers who purchased Ring video doorbell and video security
5 products, seeking, among other things that Defendant be ordered to disgorge all revenues
6 Defendant has unjustly received from the members of the classes. Plaintiffs also seek an order
7 requiring Defendant to offer Plaintiffs and class members the ability to use the video recording,
8 playback and snapshot features of their Ring products at no charge (*i.e.*, without the payment of
9 any additional fee) for the life of those devices.

10 12. Plaintiffs bring these claims under California statutory authority and principles
11 of equity including the Consumers Legal Remedies Act, California Civil Code § 1750 *et seq.*;
12 the False Advertising Law, California Business & Professions Code § 17500 *et seq.*; and the
13 Unfair Competition Law, California Business & Professions Code § 17200 *et seq.*

14 **THE PARTIES**

15 13. Plaintiff Brandon Jack is a citizen of the United States of America and
16 California and is an individual and a natural adult person who resides in San Francisco County,
17 California.

18 14. Plaintiff Jean Alda is a citizen of the United States of America and California
19 and is an individual and a natural adult person who resides in Fresno, California.

20 15. Defendant Ring LLC is a limited liability corporation with its principal place of
21 business and/or nerve center located at 523 26th Street, Santa Monica, California 90404. Ring
22 LLC manufactures, distributes, markets and sells the Ring Video Doorbell 2 and Ring security
23 cameras purchased by the Plaintiffs, designs the packaging in which such products are sold in
24 brick and mortar stores, designs the website on which Defendant sells these products directly
25 online, and implements the policies alleged herein, from its headquarters in California.

26 **JURISDICTION AND VENUE**

27 16. **Subject Matter Jurisdiction.** The Court has subject matter jurisdiction over
28 this civil action in that Plaintiffs bring claims exclusively under California law, including the

1 Consumers Legal Remedies Act, California Civil Code § 1750 *et seq.*; the False Advertising
2 Law, California Business & Professions Code § 17500 *et seq.*; and the Unfair Competition
3 Law, California Business & Professions Code § 17200 *et seq.*

4 17. **Personal Jurisdiction.** This Court has personal jurisdiction over Defendant
5 because Defendant Ring LLC is a citizen of California, is headquartered in Santa Monica,
6 California and is authorized to do business and regularly conducts business in the State of
7 California.

8 18. **Venue.** Venue is proper in San Francisco because Plaintiff Brandon Jack is a
9 California citizen who resides in San Francisco, California and the products at issue were
10 purchased from, and delivered to, Plaintiff Brandon Jack’s home in San Francisco, California.

11 **FACTUAL ALLEGATIONS**

12 19. Ring holds itself out to the public as a leader in home security which
13 manufactures home security products that incorporate indoor and outdoor motion-detecting
14 cameras, including Ring video doorbells and security cameras.

15 20. The Ring video doorbell is the company’s flagship product. The first version of
16 the Ring video doorbell (hereinafter, the “Ring Video Doorbell 1”) was introduced in 2013.
17 The Ring video doorbell products are marketed as a smart doorbell that contains a high-
18 definition video camera, a motion sensor, and a microphone and speaker for two-way
19 communication.

20 21. The Ring video doorbell integrates with an associated smartphone “app,” which
21 allows users to view real-time and recorded video from the camera, receive notifications when
22 the doorbell is rung, communicate with visitors at the door, and share the recorded video and
23 snapshots with friends and family.

24 22. In 2015, Ring came out with its first video security camera, called the “Ring
25 Indoor Cam Plug-In Security Camera,” which is a camera with “live-feed” viewability and
26 video recording and playback features.

27 23. In 2017, a second-generation video doorbell, the Ring Video Doorbell 2, was
28 released with updated hardware and improved low-light performance.

1 24. Ring widely markets these products as having the capability of operating as a
2 surveillance camera that can automatically trigger recordings when rung, or when its motion
3 sensors are activated.¹

4 25. Without the ability to record video and capture still images, or to playback, store
5 and view such video and still images, Ring video doorbells and security cameras are nothing
6 more than expensive electronic alternatives to looking out a window or “peephole” to see who
7 is currently standing in front of the camera.

8 26. Ring also hosts and promotes an app known as “Neighbors,” which permits
9 online social sharing of captured video footage among users in an effort to capture video of
10 criminals and increase homeowner safety. Ring advertises how its products enhance
11 homeowner security by providing video footage from its cameras and data from its Neighbors
12 app to law enforcement agencies upon request.² Ring promotes that it has partnerships with
13 local police departments in some cities to incorporate the Neighbors app into their crime
14 monitoring processes. Ring has credited the service with having helped to solve crimes, and
15 noted that activity on the service surged in California regions affected by wildfires in
16 November 2018.³

17 27. Without the video recording, playback and snapshot features on the Ring
18 products, the Neighbors app and its features to improve homeowner security would be rendered
19 useless.

20 28. The video recording, playback, and snapshot features are fundamental features
21 of the Ring video doorbells and security cameras. Indeed, the Ring devices lose much of their

22
23 ¹ See Paresh, Dave, “Ring modernized the doorbell, then its inventor, Jamie Siminoff, went to
24 war against crime,” Los Angeles Times, May 12, 2017, *available at*
[https://www.latimes.com/business/technology/la-fi-tn-ring-jamie-siminoff-20170412-
htmlstory.html](https://www.latimes.com/business/technology/la-fi-tn-ring-jamie-siminoff-20170412-htmlstory.html).

25 ² See Schlosser, Kurt, “In first move since Amazon acquisition, Ring launches Neighbors app
26 to help users fight crime,” GeekWire, May 8, 2018, *available at*
[https://www.geekwire.com/2018/first-move-since-amazon-acquisition-ring-launches-
neighbors-app-help-users-fight-crime/](https://www.geekwire.com/2018/first-move-since-amazon-acquisition-ring-launches-neighbors-app-help-users-fight-crime/).

27 ³ See Rubin, Ben Fox, “How Ring’s Neighbors app is making home security a social thing,”
28 CNET, December 3, 2018, *available at* [https://www.cnet.com/news/how-rings-neighbors-app-
is-making-home-security-a-social-thing/](https://www.cnet.com/news/how-rings-neighbors-app-is-making-home-security-a-social-thing/).

1 usefulness and effectiveness without the video recording, playback, and snapshot features. For
2 example, unless a user spends virtually all of that user’s time looking in real time at the “live
3 feeds” on the Ring device for a possible trespasser, that trespasser is gone before the user can
4 process the Ring notification and pull up the live feed on the device to “catch” the trespasser or
5 would-be criminal.

6 29. These video recording, playback and snapshot features of the Ring video
7 doorbell and security camera are only accessible to the consumer, however, if the consumer
8 also buys an additional Protect Plan “subscription” service from Ring and pays a monthly fee
9 of \$3, or a yearly fee of \$30, per device in perpetuity.

10 30. The first Ring video doorbell product offered to the public was the Ring Video
11 Doorbell 1, introduced in 2013. The Ring Video Doorbell 1 is still offered today and currently
12 sells for a price at or around \$99.99.

13 31. The Ring Video Doorbell 1 (which is not the subject of this lawsuit) was sold in
14 brick and mortar stores in a sealed box whose outside packaging clearly states that the video
15 recording, playback and snapshot functions of the product will not function unless the
16 consumer also purchases the Protect Plan subscription service and pays a monthly fee of \$3 to
17 Defendant.

18 32. Specifically, the back of the sealed box of the Ring Video Doorbell 1 states:

19 **“Optional Video Recording**
20 **Protect Plans start at only \$3/month.”**

21 33. The box for the Ring Video Doorbell 1 also clearly states:

22 **“Snapshot Capture**
23 **View and save photos with**
24 **optional Ring Protect...”**

25 34. Such language on the box of the Ring Video Doorbell 1 clearly advises
26 consumers of the fact that both the “Video Recording” and “Snapshot Capture” features of the
27 Ring Video Doorbell 1 are **“optional”** and that to activate these features the customer must
28 make an additional purchase of a “Protect Plan” from Ring for **“\$3/month.”**

1 35. The fact that such notice and disclosure was expressly placed by Defendant on
2 the outside of the sealed box of the Ring Video Doorbell 1—a product which is still being sold
3 today—shows that Defendant considered this information to be material to consumers and/or is
4 aware of its materiality.

5 36. Unfortunately, the packaging for many *other* Ring products sold in brick and
6 mortar stores fails to disclose the \$3 monthly or \$30 yearly fee, per device, which must be paid
7 separately to use the necessary features of video recording, playback and snapshots, including
8 the Ring Video Doorbell 2 and Ring security camera products purchased by Plaintiff Jean Alda.

9 37. Plaintiff Alda’s experience highlights this problem.

10 38. On September 16, 2017 Plaintiff Alda purchased a Ring Video Doorbell 2 for
11 \$199.00 and a Ring Floodlight Cam for \$249.00 from a Home Depot store located at 3272
12 West Shaw Avenue, Fresno, California. See attached **Exhibit A**, Alda Receipt.

13 39. Plaintiff Alda decided to buy these products for home security.

14 40. Before purchasing these products, he examined the sealed boxes in which the
15 products were sold.

16 41. The sealed box for the Ring Floodlight Cam advertised key features of the
17 camera. Nowhere on the box, however, was there a statement or disclosure that Plaintiff Alda
18 would be required to pay a monthly fee of \$3 (or a yearly fee of \$30) to use the advertised and
19 basic video recording and playback feature of the camera or the snapshot feature.

20 42. The sealed box for the Ring Video Doorbell 2 also advertised various camera
21 and video features. But nowhere on the box was there a statement or disclosure that Plaintiff
22 Alda would be required to pay a monthly fee of \$3 (or a yearly fee of \$30) to use the video
23 recording, playback or snapshot features.

24 43. Based on the advertising and product information on the boxes of the two
25 products, Plaintiff Alda reasonably believed that the purchase price for each of the products
26 included access to and use of the fundamental recording and playback features of the products.

27 44. Relying on the advertising and production information on the product boxes,
28 Mr. Alda purchased one Ring Floodlight Cam and one Ring Video Doorbell 2.

1 45. At no time before purchase was Plaintiff Alda ever made aware, and at no time
2 before purchase was Plaintiff Alda aware or did he believe, that he would have to purchase a
3 Protect Plan and pay \$3 per month or \$30 per year, per device, in order to utilize the video
4 recording, playback, and snapshot features of the Ring Floodlight Cam or the Ring Video
5 Doorbell 2. Rather, Plaintiff Alda reasonably believed at the time of purchase that the purchase
6 price for the products *included* the ability to use these fundamental features which were
7 important to Mr. Alda.

8 46. After purchasing the Ring products, Plaintiff Alda installed the Ring app on his
9 smartphone and registered the devices he had purchased with Ring. It was then that Mr. Alda
10 learned for the first time that he would have to pay an additional \$3 per month to activate the
11 products' recording and playback features.

12 47. Plaintiff Jean Alda had been defrauded.

13 48. Mr. Alda was upset about having to pay \$3 per month extra for each of these
14 two devices to get the video recording, video playback, and the snapshot features to work
15 because he believed they were necessary and essential features of the products which he had
16 intended to utilize.

17 49. Indeed, Plaintiff Alda's smartphone often notifies him of a motion detected by
18 his Ring cameras, but typically by the time he is able to respond to look on the Ring app on his
19 phone, whoever or whatever caused the alert is gone and the only way to see who or what it
20 was is for him to use the product's recording and playback features.

21 50. Thus, when Plaintiff Alda learned, after his purchase, of the additional fee
22 needed to activate these essential features, Plaintiff Alda felt he had no choice but to give in
23 this demand of an additional charge by Defendant to make these features function.

24 51. Upon further investigation, counsel for Mr. Alda discovered that the packaging
25 for many other Ring products likewise fails to disclose the \$3 monthly or \$30 yearly fee per
26 device required to use the necessary features of video recording, playback, and snapshots,
27 including: the Ring Video Doorbell Pro Camera, the Ring Stick Up Indoor/Outdoor Wired
28 Camera, the Ring Stick Up Indoor/Outdoor Wire-Free Camera, and the Ring Spotlight Cam.

1 52. In addition to selling Ring products in brick and mortar stores via third party
2 retailers, Ring also maintains an e-commerce website on which Ring directly sells Ring
3 products to consumers.

4 53. Like the sealed box in which the Ring Video Doorbell 2 is sold in brick and
5 mortar stores, Defendant's product webpages on the Ring website likewise did not adequately
6 disclose to prospective purchasers that these key features of the Ring Video Doorbell 2 would
7 not function unless and until the purchaser paid an additional \$3 monthly or \$30 yearly fee, per
8 device.

9 54. Plaintiff Brandon Jack's experience highlights this problem.

10 55. On or about May 14, 2019, Mr. Jack purchased two (2) Ring Video Doorbell 2
11 devices for a total purchase price of \$398.00 directly from Ring on Ring's e-commerce website.
12 See attached **Exhibit B**, Jack Receipt.

13 56. At the time of his purchase, Plaintiff Jack, who resides in San Francisco, was
14 seeking video security devices for his second home in the Lake Tahoe area. Video recording
15 and playback features were particularly important to him because he was purchasing the
16 devices to monitor and playback events which would happen at his Lake Tahoe house while he
17 was hours away in the San Francisco area.

18 57. Plaintiff Jack had previously heard about Ring from the television show Shark
19 Tank.

20 58. On or about May 14, 2019, from his home in San Francisco, Mr. Jack went to
21 the Ring website to learn about Ring's video doorbell products. Mr. Jack viewed the product
22 webpage for the Ring Video Doorbell 2. Mr. Jack viewed product information displayed on the
23 webpage. Based on the information and description of the product on the webpage, Mr. Jack
24 reasonably believed that the basic video recording, playback, and snapshot features of the Ring
25 Video Doorbell 2 were included and operational at the advertised \$199.00 price.

26 59. There was no obvious or adequate disclosure on the product webpage that Mr.
27 Jack would be required to pay a monthly fee of \$3 (or a yearly fee of \$30) to use the video
28 recording, playback, or snapshot features.

1 60. Relying on the advertising, representations and production information on the
2 product webpage, Mr. Jack purchased two Ring Video Doorbell 2 devices from Ring's e-
3 commerce website and he had them shipped to his primary home in San Francisco.

4 61. At no point during the purchase process did Ring provide a prominent or
5 adequate disclosure to Mr. Jack that he would be required to pay a monthly fee of \$3 (or a
6 yearly fee of \$30) to use the video recording, playback, or snapshot features.

7 62. At no time prior to his purchase was Mr. Jack ever made aware, and at no time
8 before the purchase was Mr. Jack aware or did he believe, that he would have to purchase a
9 Protect Plan and pay \$3 per month or \$30 per year, per device, in order to utilize the video
10 recording, playback, and snapshot features of the Ring Video Doorbell 2 devices. Rather,
11 Plaintiff Jack reasonably believed at the time of purchase that the \$199.00 purchase price for
12 each product included the ability to use these fundamental features which were important to
13 Mr. Jack.

14 63. After installing the two Ring Video Doorbell 2 devices at his Lake Tahoe house,
15 Plaintiff Jack downloaded the Ring App and registered his products with Ring. It was at that
16 point that Mr. Jack discovered and was advised for the first time that it would cost him \$3 per
17 month for each video doorbell to utilize the critical video playback, video recording, and
18 snapshot features.

19 64. These video playback and recording features were essential to Plaintiff Jack's
20 use of the products; indeed, they were essential features to the typical consumer. In fact, Mr.
21 Jack discovered that there is a six to ten second delay between the time a user's smartphone is
22 notified by Ring that the motion detector of the device has been activated, and the time the
23 customer is able to pull up the live feed video. By then, whoever or whatever activated the
24 motion sensor is typically no longer visible on the live feed and can only be seen if the
25 playback feature of the device is used.

26 65. Plaintiff Brandon Jack had been defrauded.

27 66. Plaintiff Jack was upset when he learned that he would have to pay a
28 subscription fee of \$3 per month, per device, in perpetuity, simply to use these essential

1 features of his video doorbell cameras which Ring had previously led him to believe were
2 included in the initial product purchase price.

3 67. However, at that point, Plaintiff Jack had already installed the products at his
4 Lake Tahoe house and it would have taken additional time and expense to remove the video
5 doorbells that he had already installed. Moreover, he was not certain that he could even return
6 the products as they had already been installed on the house.

7 68. Thus, Plaintiff Jack paid the additional \$3 per month, per device fee demanded
8 by Defendant to make these essential product features function.

9 69. Plaintiff Jack continues to pay subscription fees for the Protect Plan because he
10 continues to require the video recording, playback, and snapshot features of the video doorbells
11 to function to get any benefit out of the products.

12 70. Plaintiff Jack avers, however, that if he had been made aware before purchase
13 that there was a \$3 additional fee charged per month, per device, to make the recording and
14 playback features function, he would not have purchased these Ring products and would have
15 instead shopped the market for a video doorbell that included these features without requiring
16 the payment of an additional fee (and indeed, there exist other such competing products, as
17 described below).

18 71. Upon further investigation, counsel for Mr. Jack discovered that the product
19 webpages on the Ring website for many other Ring products likewise failed to adequately
20 disclose the \$3 monthly or \$30 yearly fee per device required to use the necessary features of
21 video recording, playback, and snapshots.

22 72. This lawsuit does not contend that there is any defect with any version of the
23 Ring video doorbells or security cameras, in and of themselves, or that it is inappropriate *per se*
24 to require a purchaser of a Ring video doorbell or security camera to purchase an additional
25 monthly or yearly Protect Plan subscription service in order to use the video recording,
26 playback, and snapshot functions of the device.

27 73. Rather, the central claim in this case is that, if Defendant Ring is going to
28 require a consumer who buys a Ring video doorbell or security camera to make an additional

1 purchase of the Protect Plan for \$3 per month or \$30 per year in order to enable the crucial
2 video recording, playback, and snapshot features of the cameras—features without which the
3 cameras are of minimal utility—the existence of this required extra ongoing subscription fee is
4 a material fact that should have been stated clearly to Plaintiff Alda on the box at the point of
5 sale (as Ring did for the original Ring Video Doorbell 1) and to Plaintiff Jack on the Ring
6 website where he purchased his Ring Doorbell 2 products.

7 74. As described above, the investigation of Plaintiffs’ counsel revealed that the
8 Ring Video Doorbell 1 (which was Ring’s very first product) is the only Ring product for
9 which Ring disclosed on the outside box that a “\$3/month” subscription to the Ring Protect
10 Plan service is required to access the recording, playback, and snapshot features.

11 75. The disclosures on the Ring Video Doorbell 1 packaging that the video
12 recording, playback, and photo snapshot features require an additional \$3 monthly fee
13 underscores the materiality of such disclosures. If Ring believed such disclosures were
14 necessary and material to state on the outside box for the Ring Video Doorbell 1 (Ring’s very
15 first product), then Ring should have also placed such clear disclosures on the packaging for all
16 of its video doorbell and security camera products released thereafter, and on the Ring product
17 webpages on Ring’s e-commerce website.

18 76. The lack of such notice constituted misrepresentations and omissions of material
19 facts that were deceptive and misleading in violation of California law.

20 77. These misrepresentations and omissions have enabled Ring to entice Plaintiffs to
21 purchase its video security products by misrepresenting the cost customers must pay for Ring
22 products with functioning video recording, playback, and snapshot features, both in absolute
23 dollar costs, and relative to the price of competing security camera products from other
24 manufacturers which, unlike Ring, often include *free* video recording (including *free* cloud
25 recording), playback, and snapshot features without requiring the payment of additional
26 monthly or yearly fees.

27 78. Indeed, numerous other competing security camera products—unlike Ring’s
28 security camera products—include local device storage capability and/or some amount of free

1 cloud storage for saving and playback of videos and snapshots *at no extra cost* above the
2 product’s initial purchase price. For example, Amazon.com, Inc—which is the parent company
3 of Ring LLC—manufactured and offered on its website its own Amazon-branded “Amazon
4 Cloud Cam Indoor Security Camera,” whose \$119.99 selling price included *free* cloud
5 recording, *free* playback and *free* snapshots for the past 24-hour period. Wyze Labs, Inc. offers
6 *free* cloud storage of videos and snapshots for a 14-day period for its Wyze Cam security
7 cameras, whose selling prices start at only \$25.98 on Amazon.com; the cameras also offer local
8 device storage capability for saving and playback. Arlo Technologies, Inc. similarly offers *free*
9 cloud storage for a 7-day period for its popular Arlo line of security cameras.

10 79. Likewise, many competing video doorbell products—unlike Ring’s video
11 doorbell products—include local device storage capability and/or some amount of free cloud
12 storage for saving and playback of videos and snapshots *at no extra cost* above the product’s
13 initial purchase price. For example, Remo+ offers *free* cloud storage of videos and snapshots
14 for a 3-day period for its Remo video doorbell products, whose list prices start at \$99.99. Other
15 competing video doorbell products—unlike Ring’s video doorbell products—allow consumers
16 to locally store and play back recorded video for no charge without requiring a cloud
17 subscription. For example, Anker Technology Ltd.’s “eufy” video doorbells, whose list prices
18 start at \$119.99, contain enough internal memory to store and play back up to 30 days of
19 motion-triggered recorded video for *free*, such that no cloud subscription or additional
20 payments are required to utilize the video recording, playback and snapshot features of the
21 devices.

22 80. In sum, based on Ring’s misrepresentations and omissions of material facts,
23 Plaintiffs reasonably assumed and understood that the video recording, playback, and snapshot
24 features of the Ring video doorbells and security cameras they purchased were included in the
25 purchase price they paid. A reasonable consumer would not understand or expect that these
26 fundamental security features in fact required an additional subscription of \$3 per month or \$30
27 per year, per device, in perpetuity.
28

1 81. These misrepresentations and omissions by Defendant are material, in that they
2 are the type of representations on which an ordinary prudent person would rely upon in
3 conducting his or her affairs.

4 82. As a direct and proximate result of Defendant's acts and omissions, Plaintiffs
5 were harmed, suffered an injury-in-fact, and lost money or property.

6 83. Defendant is primarily engaged in the business of selling or leasing goods or
7 services. Each cause of action brought by Plaintiffs against Defendant in this pleading arises
8 from and is limited to statements or conduct by Defendant that consist of representations of fact
9 about Defendant or a business competitor's business operations, goods or services that is made
10 for the purpose of obtaining approval for, promoting, or securing sales or leases of, or
11 commercial transactions in, Defendant's goods or services or the statement or conduct was
12 made in the course of delivering Defendant's goods or services. Each cause of action brought
13 by Plaintiffs against Defendant in this pleading arises from and is limited to statements or
14 conduct by Defendant for which the intended audience is an actual or potential buyer or
15 customer, or a person likely to repeat the statements to, or otherwise influence, an actual or
16 potential buyer or customer.

17 **CLASS ACTION ALLEGATIONS**

18 84. Plaintiffs bring this class-action lawsuit on behalf of themselves and the
19 members of the following classes and subclasses:

20 85. **In-Store Main Class**: Plaintiff Jean Alda seeks to represent the following "In-
21 Store Main Class":

22 **All California citizens who, during the applicable limitations**
23 **period, purchased any Ring video doorbell or security**
24 **camera product at a brick and mortar store in California**
25 **where the outside box did not contain any language which**
26 **indicated that the video recording, playback or snapshot**
27 **features of the camera could only be accessed if the consumer**
28 **also purchased an additional Protect Plan subscription for a**
 monthly or annual fee.

1 86. **In-Store Ring Video Doorbell 2 Subclass:** Plaintiff Jean Alda also seeks to
2 represent the following “In-Store Ring Video Doorbell 2 Subclass”:

3 **All California citizens who, during the applicable limitations**
4 **period, purchased a “Ring Video Doorbell 2” product at a**
5 **brick and mortar store in California.**

6 87. **In-Store Ring Floodlight Cam Subclass:** Plaintiff Jean Alda also seeks to
7 represent the following “In-Store Ring Floodlight Cam Subclass”:

8 **All California citizens who, during the applicable limitations**
9 **period, purchased a “Ring Floodlight Cam” product at a**
10 **brick and mortar store in California.**

11 88. **Ring Website Video Doorbell 2 Class:** Plaintiff Brandon Jack seeks to
12 represent the following “Ring Website Video Doorbell 2 Class”:

13 **All California citizens who, during the applicable limitations**
14 **period, purchased a “Ring Video Doorbell 2” directly from**
15 **Ring on Ring’s e-commerce website.**

16 89. Specifically excluded from the classes and subclasses are Defendant, any entity
17 in which a Defendant has a controlling interest or which has a controlling interest in Defendant,
18 Defendant’s agents and employees and attorneys, the bench officers to whom this civil action is
19 assigned, and the members of each bench officer’s staff and immediate family.

20 90. **Numerosity.** Plaintiffs do not know the exact number of class members, but are
21 informed and believe that the classes easily comprise thousands of individuals. As such, class
22 members are so numerous that joinder of all members is impracticable.

23 91. No violations alleged in this complaint are a result of any oral communications
24 or individualized interaction of any kind between class members and Defendant, or of any
25 subject belief of Plaintiffs or individual class members.

26 92. **Commonality and Predominance.** Well-defined, identical legal or factual
27 questions affect the members of the classes. All claims in this matter regarding the In-Store
28 Classes arise from the identical written advertising and omissions of material facts on the
outside packaging of the products purchased by the class and subclass members, none of which
contains any language which would advise the purchaser that the video recording, playback or

1 snapshot features of the camera could only be accessed if the consumer also purchased an
2 additional subscription for a fee of \$3 per month or \$30 per year. All claims in this matter
3 regarding the Ring Website Video Doorbell 2 Class arise from written advertising and
4 omissions of material facts on the Ring Video Doorbell 2 product webpages viewed by the
5 class members on Ring's e-commerce website. These questions predominate over questions
6 that might affect individual class members. These common questions include, but are not
7 limited to, the following:

8 a. Whether Ring's failure to state on the product packaging of its video
9 doorbell and security camera products that the video recording, playback and snapshot features
10 could only be accessed if the consumer paid an additional monthly fee of \$3 or yearly fee of
11 \$30 was an omission of material facts in violation of California law;

12 b. Whether Defendant's decision to include statements on the sealed
13 outside packaging of the Ring Video Doorbell 1 that advised consumers that the video
14 recording, playback, and snapshot features of the product could only be accessed if the
15 consumer paid an additional \$3/month subscription fee, should be deemed an admission that
16 those facts were material to potential customers;

17 c. Whether Ring's failure to adequately state on the Ring website product
18 webpages for the Ring Video Doorbell 2 that the video recording, playback, and snapshot
19 features could only be accessed if the consumer paid an additional monthly fee of \$3 or yearly
20 fee of \$30 was an omission of material facts and/or deceptive in violation of California law;

21 d. Whether Defendant's misrepresentations and omissions alleged herein
22 constitute fraudulent concealment under California law;

23 e. Whether Defendant's conduct as outlined herein violated the False
24 Advertising Law, California Business and Professions Code § 17500 *et seq.*;

25 f. Whether Defendant's conduct as outlined herein violated the Consumers
26 Legal Remedies Act, California Civil Code § 1750 *et seq.*;

27 g. Whether Defendant's conduct as outlined herein violated California's
28 Unfair Competition Law, California Business and Professions Code § 17200 *et seq.*;

1 h. Whether Plaintiffs and the classes have suffered injury and have lost
2 money or property as a result of Defendant's misrepresentations and omissions alleged herein;

3 i. Whether Defendant should be ordered to disgorge its unjust enrichment;

4 j. Whether Defendant should be enjoined from further engaging in the
5 misconduct alleged herein; and

6 k. Whether Plaintiffs and the classes are entitled to an order for class-wide
7 injunctive relief, imposing equitable remedies such as restitution and/or requiring Ring to give
8 Plaintiffs and class members the ability to use the video recording, playback, and snapshot
9 features of their Ring products at no charge (*i.e.*, without the payment of any additional fee) for
10 the life of those devices.

11 93. The prosecution of separate actions by individual members of the classes would
12 create a risk of inconsistent or varying adjudications with respect to individual members of the
13 classes which would establish incompatible standards of conduct for the parties opposing the
14 classes.

15 94. **Typicality.** Plaintiffs are members of the classes and subclasses they seek to
16 represent. The claims of Plaintiffs are not only typical of all class and subclass members, they
17 are identical.

18 95. All claims of Plaintiff Jean Alda and the In-Store Classes arise from the same
19 misrepresentations and omissions of material fact on the sealed outside product packaging for
20 Ring video doorbell cameras and security cameras. All claims of Plaintiff Brandon and the
21 Ring Website Video Doorbell 2 Class arise from the same misrepresentations and omissions of
22 material fact on the Ring website product pages for the Ring Video Doorbell 2.

23 96. All claims of Plaintiffs and the classes are based on the exact same legal
24 theories.

25 97. **Adequacy.** Plaintiffs have no interest antagonistic to, or in conflict with the
26 classes. Plaintiffs will thoroughly and adequately protect the interests of the classes, having
27 retained qualified and competent legal counsel to represent themselves and the classes.
28

98. Further, a class action is superior to all other available methods for fairly and efficiently adjudicating this controversy. Each class member's interests are small compared to the burden and expense required to litigate each of their claims individually, so it would be impractical and would not make economic sense for class members to seek individual redress for Defendant's conduct. Individual litigation would add administrative burden on the courts, increasing the delay and expense to all parties and to the court system. Individual litigation would also create the potential for inconsistent or contradictory judgments regarding the same uniform conduct. A single adjudication would create economies of scale and comprehensive supervision by a single judge. Moreover, Plaintiffs do not anticipate any difficulties in managing a class action trial.

99. By its conduct and omissions alleged herein, Defendant has acted and refused to act on grounds that apply generally to the classes, such that final injunctive relief and/or declaratory relief is appropriate respecting the classes as a whole.

100. The prosecution of separate actions by individual class members would create a risk of inconsistent or varying adjudications.

101. A class action is the only practical, available method for the fair and efficient adjudication of the controversy since, *inter alia*, the damages suffered by each class member are too small to make individual actions economically feasible.

102. Common questions will predominate, and there will be no unusual manageability issues.

CAUSES OF ACTION

COUNT I

**Violation of the Consumers Legal Remedies Act
California Civil Code § 1750 *et seq.***

103. Plaintiffs reallege and incorporate by reference all paragraphs previously alleged herein.

104. Plaintiffs each bring this claim in their individual capacity, in their capacity as a private attorney general seeking the imposition of public injunctive relief, and/or as a representative of the classes.

1 105. Defendant is a “person,” as defined by California Civil Code § 1761(c).

2 106. Plaintiffs and class members are “consumers,” as defined by California Civil
3 Code § 1761(d).

4 107. The Ring video doorbells and security cameras purchased by Plaintiffs and class
5 members are “goods” as defined by California Civil Code § 1761(a).

6 108. The purchases by Plaintiffs and class members constitute “transactions,” as
7 defined by California Civil Code § 1761(e).

8 109. The unlawful methods, acts or practices alleged herein to have been undertaken
9 by Defendant were all committed intentionally and knowingly. The unlawful methods, acts or
10 practices alleged herein to have been undertaken by Defendant did not result from a *bona fide*
11 error notwithstanding the use of reasonable procedures adopted to avoid such error.

12 110. With regard to this count of the pleading which alleges one or more violations of
13 the CLRA, venue is proper in San Francisco County, California (the county in which this action
14 has been commenced) pursuant to Section 1780(d) of the California Civil Code because,
15 without limitation, San Francisco County is a county in which Defendant is doing business and
16 is the county where the transaction involving Plaintiff Jack which is the subject of this lawsuit
17 occurred. A declaration establishing that this Court has proper venue for this count is attached
18 hereto as **Exhibit C**.

19 111. Defendant’s methods, acts and/or practices, including Defendant’s
20 misrepresentations, active concealment, and/or failures to disclose, violated the CLRA in ways
21 including, but not limited to, the following:

22 a. Defendant misrepresented that its products had characteristics, benefits,
23 or uses that they did not have (Cal. Civ. Code § 1770(a)(5));

24 b. Defendant advertised its products with an intent not to sell them as
25 advertised (Cal. Civ. Code § 1770(a)(9)); and

26 c. Defendant represented that its products were supplied in accordance with
27 previous representations when they were not (Cal. Civ. Code § 1770(a)(16)).
28

1 112. Specifically, Defendant advertised, represented and/or indicated that its products
2 had the ability to record and playback video and capture snapshots, but in reality these material
3 features were available only upon the purchaser's payment of an additional \$3 per month or
4 \$30 per year per device to Defendant.

5 113. With respect to omissions, Defendant at all relevant times had a duty to disclose
6 the information in question because, *inter alia*: (a) Defendant had exclusive knowledge of
7 material information that was not known to Plaintiffs and class members; (b) Defendant
8 concealed material information from Plaintiffs and class members; and/or (c) Defendant made
9 partial representations which were false and misleading absent the omitted information.

10 114. Defendant's misrepresentations and nondisclosures deceive and have a tendency
11 and ability to deceive the reasonable consumer.

12 115. Defendant's misrepresentations and nondisclosures are material, in that a
13 reasonable person would attach importance to the information and would be induced to act on
14 the information in making purchase decisions. Indeed, the utility and value of Defendant's Ring
15 doorbell and security camera products are significantly reduced, almost to the point of
16 worthlessness, without the ability to record and playback video and capture snapshots.

17 116. Plaintiffs and class members reasonably relied on Defendant's
18 misrepresentations.

19 117. Plaintiffs and class members reasonably relied on Defendant's nondisclosures
20 and omissions of material facts.

21 118. As a direct and proximate result of Defendant's unfair, unlawful, and fraudulent
22 conduct, Plaintiffs and class members suffered injury-in-fact and lost money.

23 119. But for Defendant's deceptive conduct and omissions of material facts, Plaintiffs
24 and class members made purchases they otherwise would not have made, paid more than they
25 otherwise would have paid for the products they purchased, and paid more for utilizing the key
26 video recording, video playback, and snapshot features of the products than they otherwise
27 would have paid.
28

1 120. Defendant's false advertising scheme has harmed all of its customers by
2 fraudulently increasing demand for its products, thereby shifting the demand curve and
3 enabling Defendant to charge its customers more than it otherwise could have charged and to
4 generate more sales than it otherwise would have generated.

5 121. Defendant's conduct as alleged herein caused substantial injury to Plaintiffs,
6 class members, and the public. Defendant's conduct is ongoing and will continue and recur
7 absent a permanent injunction. Accordingly, Plaintiffs and the classes seek an order enjoining
8 Defendant from committing such practices.

9 122. If not enjoined by order of this Court, Defendant is free to resume its unlawful
10 behavior and injure Plaintiffs and consumers in California through the misconduct alleged
11 herein once more. Defendant has a duty to speak truthfully or in a non-misleading manner.

12 123. Plaintiffs would purchase Ring products again if they could have confidence
13 regarding the truth of Defendant's representations of the features included with the purchase
14 price of the products.

15 124. Plaintiffs will be harmed if, in the future, they are left to guess as to whether
16 Defendant's representations are accurate and whether there are omissions of material facts
17 regarding the features included in the purchase price of Ring products.

18 125. In order to prevent injury to the general public, Plaintiffs, each in their
19 individual capacity, seek a public injunction requiring Defendant to disclose, on the outside of
20 the boxes of its Ring video doorbell and security camera products, and on the website product
21 pages for its products, that the video recording, playback and snapshot features of the products
22 will not function unless the purchaser also buys the Protect Plan from Ring for an additional
23 per-device fee of \$3 per month or \$30 per year.

24 126. The balance of the equities favors the entry of permanent injunctive relief
25 against Defendant. Plaintiffs and the general public will be irreparably harmed absent the entry
26 of permanent injunctive relief against Defendant. Plaintiffs and the general public lack an
27 adequate remedy at law. A permanent injunction against Defendant is in the public interest.
28

1 Defendant's unlawful behavior is capable of repetition or re-occurrence absent the entry of a
2 permanent injunction.

3 127. Plaintiffs do not currently seek damages in this Complaint under the CLRA.

4 128. In accordance with California Civil Code § 1782(a), on November 18, 2020,
5 counsel for Plaintiffs served Defendant with notice of its CLRA violations via USPS certified
6 mail, return receipt requested.

7 129. If Defendant fails to provide appropriate relief for its CLRA violations within 30
8 days of its receipt of Plaintiffs' notification letter, Plaintiffs will amend this complaint to seek
9 compensatory and exemplary damages as permitted by Cal. Civ. Code §§ 1780 and 1782(b),
10 along with attorneys' fees and costs.

11 **COUNT II**
12 **Violation of California's False Advertising Law**
California Business and Professions Code § 17500 *et seq.*

13 130. Plaintiffs reallege and incorporate by reference all paragraphs previously alleged
14 herein.

15 131. Plaintiffs each bring this claim in their individual capacity, in their capacity as a
16 private attorney general seeking the imposition of public injunctive relief, and/or as a
17 representative of the classes.

18 132. Defendant has engaged in false or misleading advertising in violation of
19 California's statutory False Advertising Law ("FAL").

20 133. Defendant's conduct as described herein is misleading, and/or has a capacity,
21 likelihood or tendency to deceive reasonable consumers. *See, e.g., Kasky v. Nike, Inc.*, 27 Cal.
22 4th 939, 951, 119 Cal. Rptr. 2d 296, 45 P.3d 243 (2002)(UCL and FAL prohibit "not only
23 advertising which is false, but also advertising which, although true, is either actually
24 misleading or which has a capacity, likelihood or tendency to deceive or confuse the public"
25 (citation omitted)); *Hansen v. Newegg.com Americas, Inc.*, 25 Cal. App. 5th 714, 722 (2018)
26 (same); *Overstock.com, Inc.*, 2014 WL 657516, at *23 (same).

27 134. Defendant, with intent directly or indirectly to dispose of personal property or to
28 perform services, or to induce the public to enter into any obligation relating thereto, makes,

1 disseminates, has made or disseminated, causes to be made or disseminated, and/or has caused
2 to be made or disseminated, before the public in the United States, in newspaper or other
3 publication, or other advertising device, or by public outcry or by proclamation, or in any other
4 manner or means, including over the internet, statements concerning that personal property or
5 those services, and/or concerning any circumstance or matter of fact connected with the
6 proposed performance or disposition thereof, which are untrue or misleading and which are
7 known (or which by the exercise of reasonable care should be known) to be untrue or
8 misleading.

9 135. With respect to omissions, Defendant at all relevant times had a duty to disclose
10 the information in question because, *inter alia*: (a) Defendant had exclusive knowledge of
11 material information that was not known to Plaintiffs and class members; (b) Defendant
12 concealed material information from Plaintiffs and class members; and/or (c) Defendant made
13 partial representations which were false and misleading absent the omitted information.

14 136. Defendant committed such violations of the False Advertising Law with actual
15 knowledge that its advertising was misleading, or Defendant, in the exercise of reasonable care,
16 should have known that its advertising was misleading.

17 137. Plaintiffs and class members reasonably relied on Defendant's representations
18 and/or omissions made in violation of the False Advertising Law.

19 138. As a direct and proximate result of Defendant's unfair, unlawful, and fraudulent
20 conduct, Plaintiffs and class members suffered injury-in-fact and lost money.

21 139. But for Defendant's omissions of material facts and Defendant's deceptive
22 conduct, Plaintiffs and class members made purchases they otherwise would not have made,
23 paid more than they otherwise would have paid for the products they purchased, and paid more
24 for utilizing the key video recording, video playback, and snapshot features of the products than
25 they otherwise would have paid.

26 140. Defendant's false advertising scheme has harmed all of its customers by
27 fraudulently increasing demand for its products, thereby shifting the demand curve and
28

1 enabling Defendant to charge its customers more than it otherwise could have charged and to
2 generate more sales than it otherwise would have generated.

3 141. Plaintiffs, class members, and the general public lack an adequate remedy at law
4 to remedy and/or mitigate the totality of the injuries and misconduct described herein.

5 142. Defendant's conduct as alleged herein caused substantial injury to Plaintiffs,
6 class members, and the public. Defendant's conduct is ongoing and will continue and recur
7 absent a permanent injunction. Accordingly, Plaintiffs seek an order enjoining Defendant from
8 committing such violations of the FAL. Plaintiffs further seek an order granting restitution to
9 Plaintiffs and the classes in an amount to be proven at trial. Plaintiffs further seek an award of
10 attorneys' fees and costs under Cal. Code Civ. Proc. § 1021.5.

11 143. Plaintiffs, on behalf of themselves and the classes, seek injunctive relief to
12 require Defendant to give Plaintiffs and class members the ability to use the video recording,
13 playback, and snapshot features of their Ring products at no charge (*i.e.*, without the payment
14 of any additional fee) for the life of those devices.

15 144. Absent injunctive relief, Defendant will continue to injure Plaintiffs and class
16 members. Defendant's demands that class members pay an additional monthly or yearly fee in
17 order to make their devices function properly are ongoing. Even if such conduct were to cease,
18 it is behavior that is capable of repetition or reoccurrence by Defendant.

19 145. In order to prevent injury to the general public, Plaintiffs, each in their
20 individual capacity, seek a public injunction requiring Defendant to disclose, on the outside of
21 the boxes of its Ring video doorbell and security camera products, and on the Ring website
22 product pages for the products, that the video recording, playback and snapshot features of the
23 products will not function unless the purchaser also buys the Protect Plan from Ring for an
24 additional per-device fee of \$3 per month or \$30 per year.

25 **COUNT III**
26 **Violation of California's Unfair Competition Law**
California Business and Professions Code § 17200 *et seq.*

27 146. Plaintiffs reallege and incorporate by reference all paragraphs previously alleged
28 herein.

1 147. Plaintiffs each bring this claim in their individual capacity, in their capacity as a
2 private attorney general seeking the imposition of public injunctive relief, and/or as a
3 representative of the classes.

4 148. Defendant's acts and omissions alleged herein constitute unfair competition
5 and/or unlawful, unfair, or fraudulent business practices in violation of California Business and
6 Professions Code § 17200 et seq. (the "Unfair Competition Law" or "UCL").

7 149. Defendant's conduct and omissions alleged herein are immoral, unethical,
8 oppressive, unscrupulous, unconscionable, and/or substantially injurious to Plaintiffs, class
9 members, and the public. There is no utility to Defendant's conduct, and even if there were any
10 utility, it would be significantly outweighed by the gravity of the harm to consumers caused by
11 Defendant's conduct alleged herein.

12 150. Defendant's conduct and omissions alleged herein also violate California public
13 policy, including as such policy is reflected in Cal. Civ. Code § 1750 et seq. and Cal. Civ. Code
14 §§ 1709-1710.

15 151. By its conduct and omissions alleged herein, Defendant has violated the
16 "unlawful" prong of the UCL, including by making material misrepresentations and omissions
17 in violation of Cal. Bus. & Prof. Code § 17500 et seq. and Cal. Civ. Code § 1750, *et seq.*; and
18 engaging in deceit and fraudulent concealment in violation of Cal Civ. Code §§ 1709-1710, *et*
19 *seq.*

20 152. With respect to omissions, Defendant at all relevant times had a duty to disclose
21 the information in question because, *inter alia*: (a) Defendant had exclusive knowledge of
22 material information that was not known to Plaintiffs and class members; (b) Defendant
23 concealed material information from Plaintiffs and class members; and/or (c) Defendant made
24 partial representations which were false and misleading absent the omitted information.

25 153. Defendant's material misrepresentations and nondisclosures were likely to
26 mislead reasonable consumers.

27 154. Defendant's nondisclosures and omissions of material facts deceive and have a
28 tendency to deceive reasonable consumers, and therefore were unfair and fraudulent.

1 155. Defendant's nondisclosures and omissions of material facts are material, such
2 that a reasonable person would attach importance to the information and would be induced to
3 act on the omissions in making purchase decisions.

4 156. Plaintiffs and class members reasonably relied on Defendant's nondisclosures
5 and omissions of material facts, and would have acted differently if they had known the truth.

6 157. By its conduct and omissions alleged herein, Defendant received more money
7 from Plaintiffs and class members than it should have received, and that money is subject to
8 restitution.

9 158. As a direct and proximate result of Defendant's unfair, unlawful, and fraudulent
10 conduct, Plaintiffs and class members suffered injury-in-fact and lost money.

11 159. But for Defendant's omissions of material facts and Defendant's deceptive
12 conduct, Plaintiffs and class members made purchases they otherwise would not have made,
13 paid more than they otherwise would have paid for the products they purchased, and were
14 required to pay for utilizing the key video recording, video playback, and snapshot features of
15 the products which they had reasonably believed was already included in the initial purchase
16 price of the products.

17 160. Defendant's false advertising scheme has harmed all of its customers by
18 fraudulently increasing demand for its products, thereby shifting the demand curve and
19 enabling Defendant to charge its customers more than it otherwise could have charged and to
20 generate more sales than it otherwise would have generated.

21 161. Plaintiffs, class members, and the general public lack an adequate remedy at law
22 to remedy and/or mitigate the totality of the injuries and misconduct described herein.

23 162. Defendant's conduct as alleged herein caused substantial injury to Plaintiffs,
24 class members, and the public. Defendant's conduct is ongoing and will continue and recur
25 absent a permanent injunction. Accordingly, Plaintiffs seek an order enjoining Defendant from
26 committing such unlawful, unfair, and fraudulent business practices. Plaintiffs further seek an
27 order granting restitution to Plaintiffs and the classes in an amount to be proven at trial.
28

1 Plaintiffs further seek an award of attorneys' fees and costs under Cal. Code Civ. Proc. §
2 1021.5.

3 163. Plaintiffs, on behalf of themselves and the classes, seek injunctive relief to
4 require Defendant to give Plaintiffs and class members the ability to use the video recording,
5 playback, and snapshot features of their Ring products at no charge (*i.e.*, without the payment
6 of any additional fee) for the life of those devices.

7 164. Plaintiffs, each in their individual capacity, seek public injunctive relief under
8 the UCL to protect the general public from Defendant's deceptive conduct, false advertising,
9 and omissions of material facts. Specifically, in order to prevent injury to the general public,
10 Plaintiffs, each in their individual capacity, seeks a public injunction requiring Defendant to
11 disclose, on the outside of the boxes of its Ring video doorbell and security camera products,
12 and on the Ring website product pages for the products, that the video recording, playback and
13 snapshot features of the products will not function unless the purchaser also buys the Protect
14 Plan from Ring for an additional per-device fee of \$3 per month or \$30 per year.

15 **PRAYER FOR RELIEF**

16 A. In order to prevent injury to the general public, Plaintiffs Brandon Jack and Jean
17 Alda, individually and as private attorneys general, ask that the Court enter a public injunction
18 requiring Defendant to prominently disclose on the outside of the boxes of its Ring video
19 doorbell and security camera products, and on the Ring website product pages for the products,
20 that the video recording, playback and snapshot features of the products will not function
21 unless the purchaser also buys the Protect Plan from Ring for an additional fee of \$3 per month
22 or \$30 per year, per device.

23 B. Further, on behalf of themselves and the proposed classes, Plaintiffs request that
24 the Court order relief and enter judgment against Defendant as follows:

25 1) Declare this action to be a proper class action, certifying the classes
26 defined herein, and appoint Plaintiffs and their counsel to represent the classes;

27 2) Order disgorgement or restitution, including, without limitation,
28 disgorgement of all revenues, profits and/or unjust enrichment that Defendant obtained, directly

1 or indirectly, from Plaintiffs and the members of the classes or otherwise as a result of the
2 unlawful conduct alleged herein;

3 3) Permanently enjoin Defendant from the unlawful conduct alleged herein;

4 4) Order Defendant to give Plaintiffs and class members the ability to use
5 the video recording, playback, and snapshot features of their Ring products at no charge (*i.e.*,
6 without the payment of any additional fee) for the life of those devices;

7 5) Retain jurisdiction to police Defendant's compliance with the permanent
8 injunctive relief;

9 6) Order Defendant to pay attorneys' fees, costs, and pre-judgment and
10 post-judgment interest to the extent allowed by law; and

11 7) Provide all other relief to which Plaintiffs and the classes may show
12 themselves justly entitled.

13 **JURY DEMAND**

14 Plaintiffs demand a trial by jury on all issues so triable.

15 DATED this 18th day of November, 2020.

16 Presented by:

17 HATTIS & LUKACS

18 By: 

19 Daniel M. Hattis (SBN 232141)

20 Paul Karl Lukacs (SBN 197007)

21 HATTIS & LUKACS

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Attorneys for Plaintiffs and the Proposed Classes

**Pro hac vice application to be submitted*

EXHIBIT A

Jean Alda Receipt



More saving.
More doing.®

SHELENE.LARSEN@HOMEDEPOT.COM
3272 W SHAW AVE, FRESNO CA 559-277-9600

0663 00026 52634 09/16/17 01:58 PM
CASHIER MARCOS

852239005482 RING FLD CAM <A> 249.00
RING FLD CAM - WHITE
1002-584-379 RING VID DB2 <A> 199.00
RING WIRELESS VIDEO DOORBELL 2

SUBTOTAL 448.00
SALES TAX 35.73
TOTAL \$483.73
VISA

XXXXXXXXXX

AUTH CODE 08623B/4261427 USD\$ 483.73
Chip Read TA
AID A0000000031010 4348415345205649534

1 TVR 0080008000
IAD 06010A03602002
TSI F800
ARC 00



0663 26 52634 09/16/2017 3785

EXHIBIT B

Order 001-698496 confirmed

From: Ring Team (help@shop.ring.com)

To: [REDACTED]

Date: Tuesday, May 14, 2019, 10:51 PM PDT



ORDER 001-698496

Thank you for your purchase!

Hi Brandon, we're getting your order ready to be shipped. We will notify you when it has been sent. View your order to register for text updates.

[View your order](#)

or [Visit our store](#)

Order summary



Video Doorbell 2 × 2
Multi

\$398.00

Subtotal	\$398.00
Shipping	\$0.00
Taxes	\$33.84

Total	\$431.84 USD
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Customer information

Shipping address

Brandon Jack



San Francisco CA



United States

Billing address

Brandon Jack



San Francisco CA



United States

Shipping method

FedEx Ground

Payment method



Ending in  — \$431.84

If you have any questions, reply to this email or contact us at help@ring.com. To initiate a return [click here](#).

EXHIBIT C

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Paul Karl Lukacs (SBN 197007)
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Attorneys for Plaintiffs

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

BRANDON JACK and
JEAN ALDA,

Plaintiffs,

v.

RING LLC,

Defendant.

Case No. _____

**DECLARATION OF
BRANDON JACK PURSUANT TO
THE CALIFORNIA CONSUMERS
LEGAL REMEDIES ACT
(CAL. CIVIL CODE § 1780(d))**

**[FILED CONCURRENTLY
WITH COMPLAINT]**

1 I, BRANDON JACK, hereby declare and state as follows:

2 1. I am over the age of 18 years, and I am a plaintiff in the above-titled civil action.
3 The facts contained herein are based on my personal knowledge except as to facts stated upon
4 information and belief and, as to those, I believe it to be true.

5 This civil action pleads a cause of action for violation of the California Consumers
6 Legal Remedies Act ("CLRA") against Defendant Ring LLC ("Ring"). This civil action has
7 been commenced in a county described in Section 1780(d) of the California Civil Code as a
8 proper place for the trial of the action.

9 3. This action is being commenced in the County of San Francisco, California,
10 because that is a county in which the Defendant Ring LLC is doing business. Defendant is
11 doing business in the County of San Francisco by, without limitation, advertising and selling its
12 goods and services through its website (www.ring.com) to persons, including consumers,
13 located in the County of San Francisco.

14 4. This action is also being commenced in the County of San Francisco because a
15 transaction that is the subject of the Complaint took place in the County of San Francisco. I
16 purchased two Ring Video Doorbell 2 products from my home in San Francisco via the Internet
17 from the Ring website, and the products were delivered to my home in San Francisco.

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

20 Executed on 11/16/2020, in San Francisco County, California.

21
22 DocuSigned by:
Brandon Jack
23 080495A6DCEB44A8
BRANDON JACK

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Ring Settlement Resolves Protect Plan Class Action Lawsuit in California](#)
