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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

*In re Ring LLC Privacy Litigation*

Case No. 2:19-CV-10899-MWF-RAO

**CLASS ACTION SETTLEMENT  
AGREEMENT**

Judge: The Honorable Michael W.  
Fitzgerald

This document relates to all cases except  
*Foster v. Ring, LLC*, No. 2:21-cv-02175-  
MWF-RAO (C.D. Cal.)

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**STIPULATION OF SETTLEMENT**

This Stipulation of Settlement (“Stipulation”) is made by and entered into on the last date signed below (“Stipulation Effective Date”) between and among Ring LLC (“Defendant” or “Ring”) and Marco Mariutto, Yolanda Martinez, Jeannette Pantoja, Johnny Powell, and Abhi Sheth (“Plaintiffs”) individually and on behalf of all Settlement Class Members as defined herein. Collectively, Defendant and Plaintiffs shall be referred to herein as the “Parties.”

**I. DEFINITIONS**

For purposes of this Stipulation, the following terms shall have the meanings specified herein:

1. “Action” shall mean Plaintiffs’ individual and class claims asserted in *In re Ring LLC Privacy Litigation* or the Arbitrations.
2. “Administration Expenses” shall mean the reasonable fees, costs, expenses and charges incurred in carrying out the terms of the Settlement, including costs and expenses incurred in relation to any Court-ordered notice and administration associated with the Settlement and this Stipulation.
3. “Alleged Personal Information Sharing” shall mean all Plaintiffs’ allegations in *In re Ring LLC Privacy Litigation* or the Arbitrations, including that Ring shared accountholders’ personal information with third parties without their consent.
4. “Arbitrations” shall mean the arbitrations filed with JAMS captioned *Marco Mariutto v. Ring LLC*, JAMS Ref. No. 1110027515; *Yolanda Martinez v. Ring LLC*, JAMS Ref. No. 1460007712; *Jeannette Pantoja v. Ring LLC*, JAMS Case ID: 29432; *Johnny Powell v. Ring LLC*, JAMS Ref. No. 1440007412; and *Abhi Sheth v. Ring LLC*, JAMS Ref. No. 1220071173.
5. “CAFA Notice” shall mean the notice of the proposed settlement in compliance with the requirements of the federal Class Action Fairness Act, 28 U.S.C.

1 § 1711 *et seq.*

2 6. “Class Period” shall be defined as broadly as possible, including, but not  
3 limited to, February 18, 2016 through the Stipulation Effective Date.

4 7. “Court” shall mean the United States District Court for the Central  
5 District of California.

6 8. “Defendant” shall mean Ring LLC.

7 9. “Defense Counsel” shall mean Hueston Hennigan, LLP.

8 10. “Effective Date” shall mean the date that the Court grants final approval  
9 of the Settlement.

10 11. “Final Approval Hearing” shall mean the hearing that is to take place after  
11 the entry of the Preliminary Approval Order for purposes of: (a) entering the Final  
12 Order and Judgment and dismissing Plaintiffs’ claims in *In re Ring LLC Privacy*  
13 *Litigation* with prejudice; (b) determining whether the Settlement should be approved  
14 as fair, reasonable, adequate, and in the best interests of the Settlement Class Members;  
15 and (c) to rule upon an application by Plaintiffs’ Counsel for an award of attorneys’  
16 fees and class representative awards.

17 12. “Final Order and Judgment” shall mean an order fully and finally  
18 approving the Settlement and dismissing Plaintiffs’ claims in *In re Ring LLC Privacy*  
19 *Litigation* with prejudice, the proposed form of which is attached hereto as **Exhibit A**.

20 13. “*In re Ring LLC Privacy Litigation*” shall mean the consolidated  
21 proceeding in the District Court for the Central District of California under the caption  
22 *In re Ring LLC Privacy Litigation*, Case No. 2:19-cv-10899-MWF-RAO (C.D. Cal.).

23 14. “Personal Information” shall mean:

24 (1) information that identifies, relates to, describes, is reasonably capable  
25 of being associated with, or could reasonably be linked, directly or indirectly, with a  
26 particular consumer or household. Personal information includes, but is not limited to,  
27 the following if it identifies, relates to, describes, is reasonably capable of being  
28 associated with, or could be reasonably linked, directly or indirectly, with a particular

1 consumer or household:

2 (A) Identifiers such as a real name, alias, postal address, unique  
3 personal identifier, online identifier, advertising identifier, device identifier, Internet  
4 Protocol address, email address, account name, social security number, driver's license  
5 number, passport number, or other similar identifiers.

6 (B) Any personal information described in subdivision (e) of  
7 California Civil Code § 1798.80.

8 (C) Characteristics of protected classifications under California or  
9 federal law.

10 (D) Commercial information, including records of personal property,  
11 products or services purchased, obtained, or considered, or other purchasing or  
12 consuming histories or tendencies.

13 (E) Biometric information.

14 (F) Internet or other electronic network activity information,  
15 including, but not limited to, browsing history, search history, and information  
16 regarding a consumer's interaction with an internet website application, or  
17 advertisement.

18 (G) Geolocation data.

19 (H) Audio, electronic, visual, thermal, olfactory, or similar  
20 information.

21 (I) Professional or employment-related information.

22 (J) Education information, defined as information that is not publicly  
23 available personally identifiable information as defined in the Family Educational  
24 Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99).

25 (K) Inferences drawn from any of the information identified in this  
26 definition to create a profile about a consumer reflecting the consumer's preferences,  
27 characteristics, psychological trends, predispositions, behavior, attitudes, intelligence,  
28 abilities, and aptitudes.

1 (L) Sensitive personal information.

2 (2) "Personal Information" does not include publicly available  
3 information or lawfully obtained, truthful information that is a matter of public  
4 concern. For purposes of this paragraph, "publicly available" means: information that  
5 is lawfully made available from federal, state, or local government records, or  
6 information that a business has a reasonable basis to believe is lawfully made available  
7 to the general public by the consumer or from widely distributed media; or information  
8 made available by a person to whom the consumer has disclosed the information if the  
9 consumer has not restricted the information to a specific audience. "Publicly available"  
10 does not mean biometric information collected by a business about a consumer without  
11 the consumer's knowledge.

12 (3) "Personal Information" does not include consumer information that is  
13 deidentified or aggregate consumer information.

14 (4) "Aggregate consumer information" means information that relates to  
15 a group or category of consumers, from which individual consumer identities have  
16 been removed, that is not linked or reasonably linkable to any consumer or household,  
17 including via a device. "Aggregate consumer information" does not mean one or more  
18 individual consumer records that have been deidentified.

19 (5) "Deidentified" means information that cannot reasonably be used to  
20 infer information about, or otherwise be linked to, a particular consumer provided that  
21 the business that possesses the information: (1) Takes reasonable measures to ensure  
22 that the information cannot be associated with a consumer or household. (2) Publicly  
23 commits to maintain and use the information in deidentified form and not to attempt  
24 to reidentify the information, except that the business may attempt to reidentify the  
25 information solely for the purpose of determining whether its deidentification  
26 processes satisfy the requirements of this definition. (3) Contractually obligates any  
27 recipients of the information to comply with all provisions of this definition.

28 15. "Parties" shall mean collectively the Plaintiffs and Defendant.

1 16. "Plaintiffs" shall mean Marco Mariutto, Yolanda Martinez, Jeannette  
2 Pantoja, Johnny Powell, and Abhi Sheth.

3 17. "Plaintiffs' Counsel" shall mean Ahdoot & Wolfson, PC, Tycko &  
4 Zavareei LLP, and Robinson Calcagnie, Inc.

5 18. "Preliminary Approval Order" shall mean an order preliminarily  
6 approving the Settlement, the proposed form of which is attached hereto as **Exhibit B**.

7 19. "Released Individual Claims" shall mean any and all claims, demands,  
8 rights, actions, suits, damages, costs, fees, accounts, debts, liens, injunctive relief,  
9 restitution, and causes of action of whatever kind, nature, or description whatsoever,  
10 in law or in equity (including, but not limited to, claims for attorneys' fees or  
11 accountants' fees or costs), whether known or unknown, suspected or unsuspected,  
12 which Plaintiffs (or Plaintiffs' respective heirs, executors, administrators,  
13 representatives, agents, attorneys, partners, successors, predecessors-in-interest, and  
14 assigns) may now have or have had, or may hereafter have or assert against the  
15 Released Parties for or by reason of any matter, event, thing, act, transaction, or  
16 occurrence whatsoever occurring or arising out of, relating to, resulting from, or in any  
17 way connected with Plaintiffs' purchase, use, or exposure to any Ring product or  
18 service, including, but not limited to, the Alleged Personal Information Sharing, as of  
19 the Effective Date. The Released Individual Claims include, but are not limited to, any  
20 and all claims and causes of action that have been or could have been asserted against  
21 the Released Parties by Plaintiffs.

22 20. "Released Settlement Class Claims" shall mean any and all claims,  
23 demands, rights, actions, suits, and causes of action of whatever kind, nature, or  
24 description whatsoever, for any non-monetary relief, including injunctive relief, non-  
25 monetary declaratory relief, or any other equitable relief, whether known or unknown,  
26 suspected or unsuspected, which the Settlement Class Members (or the Settlement  
27 Class Members' respective heirs, executors, administrators, representatives, agents,  
28 attorneys, partners, successors, predecessors-in-interest, or assigns) may now have or

1 have had, that could have been brought, or may hereafter have or assert against the  
2 Released Parties that are based upon or arising out of, in whole or in part, the facts,  
3 activities, events, or transactions alleged by any Plaintiff or Plaintiffs in the Action.  
4 For avoidance of doubt, if a claim or cause of action seeks both monetary and equitable  
5 relief, only the equitable relief portion of the claim is being released by this Settlement.

6 21. "Released Parties" shall mean Ring LLC and each of its partners, parents,  
7 subsidiaries, divisions, predecessors, successors, assigns, and affiliates, and each of  
8 their past, present, and future officers, directors, employees, partners, shareholders,  
9 members, managers, investors, accountants, owners, trustees, insurers, attorneys,  
10 agents, representatives, independent contractors, and successors in interest.

11 22. "Settlement" shall mean the settlement contemplated by this Stipulation.

12 23. "Settlement Class" shall mean all persons who purchased a Ring security  
13 device of any kind from Ring LLC and/or created a Ring account during the Class  
14 Period. Excluded from the Settlement Class are Defendant and Defendant's officers,  
15 agents, and employees. Also excluded from the Settlement Class are Plaintiffs'  
16 Counsel, any judicial officer presiding over the Action and members of their  
17 immediate family, members of their judicial staff, and any judge sitting in the presiding  
18 court system who may hear an appeal of any judgment entered.

19 24. "Settlement Class Member(s)" shall mean any member(s) of the  
20 Settlement Class.

21 25. "Stipulation Effective Date" shall mean the date the last counterpart of  
22 this Stipulation is signed.

## 23 II. RECITALS

24 WHEREAS, Plaintiffs Marco Mariutto, Yolanda Martinez, Jeannette Pantoja,  
25 Johnny Powell, and Abhi Sheth have asserted claims against Defendant in *In re Ring*  
26 *LLC Privacy Litigation*;

27 WHEREAS, Plaintiffs allege that Ring shared accountholders' personal  
28 information with third parties without consent;

1 WHEREAS, Plaintiffs asserted individual claims as well as class claims on  
2 behalf of a putative class defined as “All persons who purchased a Ring security device  
3 of any kind from Ring LLC and/or created a Ring account during the applicable  
4 limitations period”;

5 WHEREAS, Plaintiffs have asserted individual and class claims against  
6 Defendant for negligence, violation of California Business & Professions Code  
7 § 17200, breach of implied contract, unjust enrichment, public disclosure of private  
8 facts and violation of California Constitution Art. 1 § 1, violation of California Civil  
9 Code § 1770, and breach of the implied warranty of merchantability regarding the  
10 Alleged Personal Information Sharing;

11 WHEREAS, on June 24, 2021, the Court presiding over *In re Ring LLC Privacy*  
12 *Litigation* ordered Plaintiffs to arbitrate their claims against Defendant;

13 WHEREAS, Plaintiffs have filed individual Demands for Arbitration against  
14 Defendant with JAMS asserting individual and class claims for negligence, violation  
15 of California Business & Professions Code § 17200, breach of implied contract, unjust  
16 enrichment, public disclosure of private facts and violation of California Constitution  
17 Art. 1 § 1, violation of California Civil Code § 1770, and breach of the implied  
18 warranty of merchantability;

19 WHEREAS, Defendant denies any and all allegations of wrongdoing, fault,  
20 liability or damage of any kind to Plaintiffs or the Settlement Class, denies that it acted  
21 improperly or wrongfully in any way, and believes that the Action has no merit;

22 WHEREAS, the Parties desire to fully and forever settle and resolve all  
23 controversies and disputes between them arising out of, relating to, resulting from, or  
24 in any way connected with the Action, including, but not limited to, the Alleged  
25 Personal Information Sharing, without any admission of liability whatsoever, and in  
26 accordance with the terms and conditions set forth below;

27 WHEREAS, the Parties engaged the Honorable Jay C. Gandhi to mediate their  
28 disputes;



1 WHEREAS, the Parties, after vigorous arms-length negotiations, have agreed  
2 to the terms and conditions set forth below in full and final settlement of all Released  
3 Individual Claims and all Released Settlement Class Claims between Defendant, the  
4 Plaintiffs, and the Settlement Class;

5 WHEREAS, the Stipulation reached by the Parties is intended to be a resolution  
6 of all Released Individual Claims between Defendant and Plaintiffs in accordance with  
7 the terms and conditions stated herein;

8 WHEREAS, the Stipulation reached by the Parties is intended to be a resolution  
9 of all Released Settlement Class Claims between Defendant and the Settlement Class  
10 in accordance with the terms and conditions stated herein;

11 WHEREAS, Defendant has considered the risks and potential costs of continued  
12 litigation of the action, and the benefits of the proposed Settlement, and desires to settle  
13 the lawsuit on the terms and conditions set forth in the Stipulation;

14 WHEREAS, Defendant has agreed to class action treatment of the Released  
15 Settlement Class Claims solely for the purpose of effecting the compromise and  
16 settlement of those claims on a class basis as set forth in the Stipulation;

17 WHEREAS, the Plaintiffs, by and through their respective counsel, have  
18 conducted an extensive investigation into the facts and law relating to the Alleged  
19 Personal Information Sharing claims and in the course of their investigation they  
20 received, examined, and analyzed information, documents and materials that they  
21 deem necessary and appropriate to enable them to enter into the Stipulation on a fully  
22 informed basis;

23 WHEREAS, Plaintiffs' Counsel have considered that, if the claims asserted are  
24 not settled now by voluntary agreement among the Parties, future proceedings  
25 (including appeals) would be protracted and expensive, would involve highly complex  
26 legal and factual issues relating to class certification, liability, and damages, and would  
27 involve substantial uncertainties, delays, and other risks inherent in litigation;

28 WHEREAS, in light of the foregoing factors, Plaintiffs and Plaintiffs' Counsel

1 have concluded that it is desirable and in the best interests of Plaintiffs and the  
2 Settlement Class Members to settle the claims asserted in the Action at this time on  
3 the terms set forth in the Stipulation, and that the settlement terms confer exceptional  
4 benefits upon Settlement Class Members, particularly in light of the damages that  
5 Plaintiffs and Plaintiffs' Counsel believe are potentially recoverable at trial;

6 WHEREAS, Plaintiffs' Counsel have carefully reviewed the provisions of this  
7 Stipulation and have concluded that the terms and conditions of the Stipulation are  
8 fair, reasonable, and in the best interests of Plaintiffs and the Settlement Class  
9 Members;

10 WHEREAS, this Stipulation shall not be deemed or construed as an admission  
11 or as evidence of any violation of any federal or state statute or law, or of any liability  
12 or wrongdoing by Defendant, or of the truth of any of the claims or allegations alleged  
13 by Plaintiffs or as a waiver of any defenses thereto; and

14 NOW, THEREFORE, the undersigned Plaintiffs, individually and on behalf of  
15 the Settlement Class, and Defendant agree that, on the terms and conditions described  
16 herein, Plaintiffs' individual and class claims shall be settled and that all liability for  
17 the Released Individual Claims and Released Settlement Class Claims shall be  
18 released in full.

19 **III. TERMS AND CONDITIONS**

20 NOW, THEREFORE, the Parties, for good and valuable consideration and each  
21 intending to be legally bound, agree as follows:

22 **A. Scope and Effect of Certification of the Settlement Class**

23 For purposes of settlement only, the Parties and their counsel agree that the  
24 Court should make preliminary findings and enter a Preliminary Approval Order  
25 granting provisional certification of the Settlement Class subject to final findings and  
26 ratification in the Final Order and Judgment, and appointing Plaintiffs as the  
27 representatives of the Settlement Class and Plaintiffs' Counsel as class counsel for the  
28 Settlement Class.

1 In the event the Settlement is disapproved or set aside, Defendant reserves all  
2 rights to contest certification of the Settlement Class or any other class in the Action  
3 for any purpose. Defendant does not consent to certification of the Settlement Class  
4 for any purpose other than to effectuate the Settlement. If this Stipulation is terminated  
5 pursuant to its terms, or the Effective Date for any reason does not occur, the order  
6 certifying the Settlement Class for purposes of effectuating this Stipulation, and all  
7 preliminary and/or final findings regarding that class certification order, shall be  
8 automatically vacated upon notice of the same to the Court, the Action shall proceed  
9 as though the Settlement Class had never been certified pursuant to this Stipulation  
10 and such findings had never been made, and the Action shall return to the procedural  
11 status quo prior to the Stipulation Effective Date.

12 **B. Equitable Relief for the Settlement Class**

13 As of the Stipulation Effective Date, and in part as a result of this litigation,  
14 Ring confirms that the Control Center and Cookie Preferences Manager offer Ring  
15 customers the option to opt out of Ring sharing their Personal Information for the  
16 purposes of third-party web and app analytics as well as personalized advertising by  
17 third parties.

18 Ring shall continue to offer Ring's United States customers the option to opt out  
19 of Ring sharing their Personal Information with the third-party service providers  
20 identified in paragraphs 328 through 335 of the Second Amended Consolidated Class  
21 Action Complaint filed in *In re Ring LLC Privacy Litigation*, for purposes of third-  
22 party web and app analytics as well as personalized advertising by third parties, for a  
23 period of three (3) years from the Effective Date.

24 Ring shall display the following, additional language in its United States Terms  
25 of Service within 30 days of the Effective Date. Ring shall display this additional  
26 language for a period of three (3) years from the date it is posted, provided however  
27 that Ring may update this disclosure to ensure accuracy.

28

- 1 • We use third-party web and app analytics services on our websites and  
2 mobile apps. The service providers use automated technologies to collect  
3 and analyze information, including personal information (such as email,  
4 device identifier, and IP addresses) to understand how you use our  
5 websites and mobile apps. Web and app analytics services help us  
6 improve features, evaluate the effectiveness of our marketing, and,  
7 ultimately, optimize the customer experience. To learn more about these  
8 analytics services, please see our Cookie Policy.
- 9 • If you have a Ring account, you can opt out of Ring sharing your personal  
10 information with third parties for third-party web and app analytics and  
11 personalized advertising by third parties. Please visit the Control Center  
12 and/or Cookie Preferences Manager to set your preferences.

13 Ring shall display the following, additional frequently asked question on Ring's  
14 United States website Privacy page within thirty (30) days of the Effective Date. Ring  
15 shall display this additional language for a period of three (3) years from the date it is  
16 posted, provided however that Ring may update this disclosure to ensure accuracy.

- 17 • **Does Ring use third-party web and app analytics services on its**  
18 **website and mobile apps?** We use third-party web and app analytics  
19 services on our websites and mobile apps. The service providers use  
20 automated technologies to collect and analyze information, including  
21 personal information (such as email, device identifier, and IP addresses)  
22 to understand how you use our websites and mobile apps. Web and app  
23 analytics services help us improve features, evaluate the effectiveness of  
24 our marketing, and, ultimately, optimize the customer experience. To  
25 learn more about these analytics services, please see our Cookie Policy.
- 26 • If you have a Ring account, you can opt out of Ring sharing your personal  
27 information with third parties for third-party web and app analytics and  
28

1 personalized advertising by third parties. Please visit the Control Center  
2 and/or Cookie Preferences Manager to set your preferences.

3 Within thirty (30) days of the Effective Date, Ring shall update its United States  
4 Control Center language under “Third Party Service Providers” to contain the  
5 following language or language that is similar: “You can opt out of Ring sharing your  
6 personal information with third parties for third-party web and app analytics and  
7 personalized advertising by third parties.” Ring shall display this language for a period  
8 of three (3) years from the date it is posted, provided however that Ring may update  
9 this disclosure to ensure accuracy.

10 Within thirty (30) days of the Effective Date, Ring shall send a notice to all  
11 existing Ring accountholders in the United States that informs them of Ring’s Privacy  
12 Notice and the opt out option, and provides a conspicuous hyperlink to the opt out  
13 option. Ring shall send the notice in the form attached hereto as **Exhibit C** by e-mail.

14 For a period of three (3) years after the Effective Date, Ring shall send an email  
15 to all persons who create a new Ring account in the United States, after account  
16 registration is completed, that informs them of Ring’s Privacy Notice and the opt out  
17 option, and provides a conspicuous hyperlink to the opt out option (“New Account  
18 Email”). Ring shall begin sending New Account Emails within thirty (30) days of the  
19 Effective Date in the form attached hereto as **Exhibit D** by e-mail. Ring may update  
20 the New Account Email as appropriate, including to ensure accuracy, and update the  
21 notification method (e.g., by text, in-app notification, or other equivalent notice to the  
22 accountholder).

23 **C. No Admission of Liability**

24 This Stipulation constitutes a compromise and settlement of claims, which are  
25 asserted by Plaintiffs but are disputed and denied by the Released Parties. The  
26 provisions contained in this Stipulation are not and shall not be deemed a presumption,  
27 concession or admission by Defendant of any default, liability or wrongdoing as to any  
28 facts or claims alleged or asserted in the Action, or in any actions or proceedings, nor

1 shall they be interpreted, construed, deemed, invoked, offered, or received in evidence  
2 or otherwise used by any person in the Action, or in any other action or proceeding,  
3 whether civil, criminal or administrative. Defendant does not admit that it or any of  
4 the Released Parties has engaged in any illegal or wrongful activity or that any person  
5 has sustained any damage by reason of any of the facts complained of in the Action.

6 **D. Confidentiality**

7 The terms of the Settlement, including this Stipulation, shall remain confidential  
8 until this Stipulation is filed in connection with a motion for preliminary approval of  
9 the Settlement, unless otherwise ordered by the Court. The Parties and their counsel  
10 expressly acknowledge, understand, and agree that they shall keep the terms and  
11 substance of any settlement negotiations leading up to the Stipulation in strict  
12 confidence, except as necessary to obtain Preliminary and Final Approval thereof and  
13 to enforce the Settlement, or as may be compelled or otherwise required by law or  
14 Rules of Professional Responsibility or ordered by a court.

15 The Parties and their counsel agree that they shall not use any of the documents  
16 or information Defendant provided to them during the course of the Action for any  
17 purpose other than prosecution of the Action. The Stipulation shall not constitute a  
18 precedent or be admissible for any purpose in any proceeding other than the Action;  
19 provided, however, that the Stipulation and Settlement shall be admissible in any  
20 proceeding between Plaintiffs or any Settlement Class Member and the Released  
21 Parties to enforce its terms.

22 **E. Submission of the Settlement for Preliminary Approval**

23 Plaintiffs will prepare and deliver to Defense Counsel all documents necessary  
24 for obtaining preliminary approval, including a draft of the notice of motion and  
25 memorandum of points and authorities of the Motion for Preliminary Approval and a  
26 draft proposed Preliminary Approval Order. Plaintiffs shall provide the foregoing  
27 drafts to Defense Counsel at least fourteen (14) days before they are filed with the  
28 Court and will in good faith consider Defense Counsel's comments and requested

1 edits.

2 Plaintiffs' Counsel shall file the Motion for Preliminary Approval no later than  
3 45 days after the full execution of this Stipulation and obtain a prompt hearing date for  
4 the Motion for Preliminary Approval. The Parties' respective counsel shall appear  
5 before the Court to advocate in favor of the Motion for Preliminary Approval.

6 Plaintiffs' Counsel shall file the Motion for Preliminary Approval for the  
7 purpose of, among other things:

- 8 a. Finding that the requirements for provisional certification of the Settlement  
9 Class have been satisfied, appointing Plaintiffs as the representatives of the  
10 Settlement Class, and Plaintiffs' Counsel as class counsel for the Settlement  
11 Class, and preliminarily approving the Settlement as being within the range  
12 of reasonableness;
- 13 b. Scheduling a Final Approval Hearing not earlier than 100 days following the  
14 filing of the Motion for Preliminary Approval to determine whether the  
15 Settlement should be approved as fair, reasonable, adequate, and in the best  
16 interests of the Settlement Class Members, and to determine whether a Final  
17 Order and Judgment should be entered dismissing Plaintiffs' claims in *In re*  
18 *Ring LLC Privacy Litigation* with prejudice;
- 19 c. Preliminarily approving the form of the Final Order and Judgment;
- 20 d. Providing that any objections by any Settlement Class Member to the  
21 certification of the Settlement Class and the proposed Settlement contained  
22 in this Stipulation, and/or the entry of the Final Order and Judgment, shall be  
23 heard and any papers submitted in support of said objections shall be  
24 considered by the Court at the Final Approval Hearing only if, on or before  
25 21 days prior to the Final Approval Hearing, such objector files with the  
26 Court a notice of the objector's intention to appear, and otherwise complies  
27 with the requirements in Section G of this Stipulation;
- 28



- 1 e. Establishing dates by which the Parties shall file and serve all papers in
- 2 support of the Motion for Final Approval of the Settlement and/or in
- 3 response to any valid and timely objections;
- 4 f. Providing that all Settlement Class Members will be bound by the Final
- 5 Order and Judgment dismissing Plaintiffs' claims in *In re Ring LLC Privacy*
- 6 *Litigation* with prejudice;
- 7 g. Pending the Final Approval Hearing, staying all proceedings in *In re Ring*
- 8 *LLC Privacy Litigation*, other than proceedings necessary to carry out or
- 9 enforce the terms and conditions of this Stipulation and the Preliminary
- 10 Approval Order; and
- 11 h. Pending the Final Approval Hearing, enjoining Plaintiffs and Settlement
- 12 Class Members or any of them from commencing or prosecuting, either
- 13 directly or indirectly, any action asserting any of the Released Individual
- 14 Claims or Released Settlement Class Claims.

15 If the Court does not grant preliminary approval of the Settlement, the Parties  
16 will expeditiously work together in good faith to modify the Stipulation and otherwise  
17 satisfy the Court's concerns. However, if the Court conditions preliminary approval  
18 on any material change to the Settlement, the Parties shall have the right to terminate  
19 the Settlement provided in Section N.

20 **F. CAFA Notice**

21 Within ten (10) business days following the filing of the Motion for Preliminary  
22 Approval, Defendant shall serve the CAFA Notice upon the appropriate state or federal  
23 officials, as provided by the federal Class Action Fairness Act, 28 U.S.C. § 1711 *et*  
24 *seq.* The CAFA Notice shall provide notice of the proposed Settlement in compliance  
25 with the requirements of the federal Class Action Fairness Act, 28 U.S.C. § 1711 *et*  
26 *seq.* All costs and expenses related to Defendant's compliance with CAFA shall be  
27 paid by Defendant.

28 **G. Objections to the Settlement**



1 Any Settlement Class Member who intends to object to the fairness,  
2 reasonableness, and/or adequacy of the Settlement must file a written objection with  
3 the Court no later than 21 days before the Final Approval Hearing and send the written  
4 objection by U.S. mail to Plaintiffs' Counsel and Defense Counsel at the addresses set  
5 forth below postmarked no later than 21 days before the Final Approval Hearing.

6 **Plaintiffs' Counsel:** Tina Wolfson, Bradley King, Ahdoot Wolfson, 2600 W.  
7 Olive Avenue, Suite 500, Burbank, California 91505-4521

8 **Defense Counsel:** Hueston Hennigan, LLP, 523 West Sixth St., Suite 400, Los  
9 Angeles, CA 90014

10 Settlement Class Members who object must set forth their full name, current  
11 address, and telephone number and that of their counsel, if any. Any objecting  
12 Settlement Class Member must provide proof of membership in the Settlement Class,  
13 state in writing all objections and the reasons for each objection, state any evidence  
14 the objecting class member wishes to introduce in support of the objection(s), state  
15 whether the objection applies only to the objector or to the entire class or a specific  
16 subset thereof, state whether the objecting class member intends to appear at the Final  
17 Approval Hearing either with or without separate counsel, and provide their signature.  
18 No member of the Settlement Class shall be entitled to be heard at the Final Approval  
19 Hearing (whether individually or through separate counsel) or to object to the  
20 Settlement, and no written objections or briefs submitted by any member of the  
21 Settlement Class shall be received or considered by the Court at the Final Approval  
22 Hearing, unless written notice of the objecting class member's intention to appear at  
23 the Final Approval Hearing and copies of any written objections and/or briefs shall  
24 have been timely filed with the Court and timely served on Plaintiffs' Counsel and  
25 Defense Counsel.

26 Members of the Settlement Class who fail to file and serve timely written  
27 objections in the manner specified above shall be deemed to have waived all objections  
28 and shall be foreclosed from making any objection (whether by appeal or otherwise)

1 to the Settlement.

2 **H. Submission of the Settlement for Final Approval**

3 On the date set forth in the Preliminary Approval Order, but no sooner than 100  
4 days after the Motion for Preliminary Approval is filed, a Final Approval Hearing shall  
5 be conducted to determine final approval of the Settlement.

6 No later than 28 days before the calendared Final Approval Hearing, Plaintiffs  
7 will file in Court a motion for final approval of the Settlement that includes a Proposed  
8 Final Approval Order and a proposed Judgment (collectively, "Motion for Final  
9 Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not  
10 later than fourteen (14) days prior to filing the Motion for Final Approval and will in  
11 good faith consider Defense Counsel's comments and requested edits.

12 If the Court does not grant Final Approval of the Settlement, the Parties will  
13 expeditiously work together in good faith to address the Court's concerns by revising  
14 the Stipulation as necessary to obtain Final Approval. However, if the Court conditions  
15 Final Approval on any material change to the Settlement, the Parties shall have the  
16 right to terminate the Settlement provided in Section N. The Court's decision to award  
17 less than the amounts requested for the class representative awards, Plaintiffs'  
18 Counsel's fees, expenses, or costs shall not constitute a material modification to the  
19 Settlement within the meaning of this paragraph.

20 **I. Plaintiffs' Counsel's Attorneys' Fees and Expenses, Representative**  
21 **Plaintiff Service Awards, and Administration Expenses**

22 In accord with Federal Rule of Civil Procedure Rule 23(h) and relevant case  
23 law, Plaintiffs and their counsel will petition the Court for attorneys' fees, costs, and  
24 expenses, and a representative plaintiff service award for each named Plaintiff. The  
25 requested attorneys' fees, costs, expenses, and service awards, combined, shall not  
26 exceed \$500,000. The representative service award for each named Plaintiff shall not

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1 exceed \$5,000.<sup>1</sup> Defendant shall not object to or oppose any such petition, provided it  
2 does not exceed these limits, nor take any steps to encourage objectors to do so. For  
3 avoidance of doubt, the above-described limit on attorneys' fees and expenses and  
4 service awards is a material term of the Settlement and, as such, if Plaintiffs or their  
5 counsel petition the Court for an amount in excess of that limit, this Stipulation, and  
6 the Settlement embodied therein, will be void.

7 The Parties negotiated attorneys' fees and expenses and representative plaintiff  
8 service awards only after reaching an agreement upon the relief provided to the  
9 Settlement Class.

10 Notwithstanding anything contained herein to the contrary, the procedure for  
11 and the allowance or disallowance (in whole or in part) of any application by Plaintiffs'  
12 Counsel or Plaintiffs for attorneys' fees and expenses or representative plaintiff service  
13 awards are to be considered by the Court separately and apart from the fairness,  
14 reasonableness, and adequacy of the Settlement, and any order or proceedings relating  
15 exclusively to the award of attorneys' fees and expenses, or representative plaintiff  
16 service awards, or any appeal of any order relating thereto, shall not operate to  
17 terminate or cancel this Stipulation or be deemed material thereto or affect the finality  
18 of the Order and Final Judgment approving the Settlement, or any other orders entered  
19 pursuant to this Stipulation.

20 If the Court awards any representative plaintiff service award, Defendant shall  
21 deliver to Plaintiffs' Counsel checks, each in the amount of the service award, made  
22 payable to each of the named Plaintiffs who has been awarded a representative plaintiff  
23 service award, within thirty (30) days after (a) the date a completed W-9 form for each  
24 named Plaintiff is provided to Counsel for Defendant, or (b) the Effective Date,  
25 whichever is later.

26

27 \_\_\_\_\_  
28 <sup>1</sup> The named Plaintiffs are Marco Mariutto, Yolanda Martinez, Jeannette Pantoja,  
Johnny Powell, and Abhi Sheth.

1 Plaintiffs' Counsel's attorneys' fees, costs, and expenses, to the extent awarded  
2 by the Court and consistent with the limits set forth above, shall be paid by Defendant  
3 within thirty (30) days after the earlier of: (a) the Effective Date, or (b) the date on  
4 which all of the following conditions have occurred: (i) the entry of the Court's order  
5 so awarding attorneys' fees, costs, and expenses to Plaintiffs' Counsel,  
6 notwithstanding any appeal, (ii) provision to Counsel for Defendant of a completed  
7 and fully executed W-9 Form for the payee(s) of the Court-approved attorneys' fees,  
8 costs, and expenses, as designated by Plaintiffs' Counsel, and (iii) provision to Counsel  
9 for Defendant of a fully executed Undertaking Regarding Attorneys' Fees, Costs, and  
10 Expenses by Plaintiffs' Counsel (the "Undertaking"), substantially in the form  
11 attached hereto as **Exhibit E**.

12 In the event (a) the Final Order and Judgment (or the order awarding the  
13 attorneys' fees, costs, and expenses) is reversed, vacated, modified, and/or remanded  
14 for further proceedings or otherwise disposed of in any manner other than one resulting  
15 in an affirmance, and (b) Defendant has paid Plaintiffs' Counsel attorneys' fees, costs,  
16 and expenses awarded by the Court, then Plaintiffs' Counsel (or, as applicable, any  
17 and all successor(s) or assigns of their respective firms) shall, within ten (10) business  
18 days of such event, (i) severally repay to the Defendant, the respective amount of the  
19 attorneys' fees, costs, and expenses paid to each of them, or (ii) repay to the Defendant  
20 each of their proportional shares of the amount by which the attorneys' fees, costs, and  
21 expenses has been reduced.

22 In the event (a) the Final Order and Judgment (or the order awarding any  
23 representative plaintiff service award) is reversed, vacated, modified, and/or remanded  
24 for further proceedings or otherwise disposed of in any manner other than one resulting  
25 in an affirmance, and (b) Defendant has paid any representative plaintiff service award  
26 awarded by the Court, then Plaintiffs' Counsel (or, as applicable, any and all  
27 successor(s) or assigns of their respective firms or Plaintiffs) shall, within ten (10)  
28 business days of such event, (i) severally repay to Defendant, the respective amount of

1 the representative plaintiff service award(s) paid to each of them, or (ii) repay to  
2 Defendant each of their proportional shares of the amount by which the representative  
3 plaintiff service award(s) has or have been reduced.

4 Defendant shall pay any and all Administration Expenses, including all costs  
5 and expenses in relation to any Court-ordered notice and administration associated  
6 with the Settlement or this Stipulation.

7 Plaintiffs and Plaintiffs' Counsel shall not in any way be responsible or liable  
8 for any Administration Expenses, taxes, or any other expenses, including any costs of  
9 notice and administration, associated with the Settlement or this Stipulation. The  
10 Parties shall bear their own attorneys' fees, costs, and expenses other than the  
11 attorneys' fees, costs, and expenses Plaintiffs' Counsel are awarded by the Court  
12 pursuant to this Section I.

13 **J. Named Plaintiffs' General Releases**

14 Upon the Effective Date, the Plaintiffs shall be deemed to have, and by operation  
15 of the Final Order and Judgment shall have, fully, finally and forever released,  
16 relinquished, and discharged all Released Individual Claims against the Released  
17 Parties.

18 Without in any manner limiting the foregoing, the Settlement is expressly  
19 intended to include and does include any and all claims which Plaintiffs may now or  
20 may hereafter have or assert against the Released Parties for alleged injuries, losses  
21 and damages, including all intangible losses, whether based on a tort, intentional tort,  
22 contract, statute, or other theory of recovery, or attorneys' fees and costs, whether  
23 known or unknown, whether already in existence or to arise in the future, anticipated  
24 or not, for or by reason of any matter, event, thing, act, transaction, or occurrence  
25 whatsoever occurring or arising out of, relating to, resulting from, or in any way  
26 connected with Plaintiffs' purchase, use, or exposure to any Ring product or service,  
27 including, but not limited to, the Alleged Personal Information Sharing.

28 Plaintiffs acknowledge and understand that they might later discover facts in

1 addition to or different from those that they now know or believe to be true with respect  
2 to the subject matter of the Settlement, but that it is their intention to fully, finally, and  
3 forever settle and release all matters, known or unknown, suspected or unsuspected,  
4 that now exist or previously existed between Plaintiffs and the Released Parties. The  
5 Settlement is intended to be and is final and binding, regardless of any claims of  
6 misrepresentation, concealment of fact, or mistake of law or fact, and shall remain in  
7 effect as a full and complete release of all such matters, notwithstanding the discovery  
8 or existence of any additional or different claims or facts relating to the Settlement. In  
9 furtherance of such intention, Plaintiffs agree that the releases given pursuant to the  
10 Settlement shall remain in effect as a full and complete release, notwithstanding the  
11 discovery or existence of any such additional or different facts.

12 With respect to those current or potential claims, demands, or causes of action,  
13 Plaintiffs specifically waive and relinquish, to the fullest extent permitted by law, the  
14 provisions, rights, and benefits of the provisions of California Civil Code section 1542,  
15 which provides as follows:

16 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
17 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**  
18 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**  
19 **THE TIME OF EXECUTING THE RELEASE AND THAT, IF**  
20 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**  
**AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**  
**OR RELEASED PARTY.**

21 Notwithstanding the provisions of Section 1542, and for the purpose of  
22 implementing a full and complete release and discharge, Plaintiffs expressly  
23 acknowledge that the Settlement is intended to include in its effect, without limitation,  
24 all claims of whatever kind arising out of or related in any way to the Released  
25 Individual Claims, whether known or unknown, and that the Settlement extinguishes  
26 all such claims. Plaintiffs acknowledge having read this Stipulation and had the  
27 opportunity to receive independent legal advice with respect to the advisability of  
28 executing this Stipulation, including this voluntary waiver of any rights Plaintiffs

1 might have under California Civil Code section 1542.

2       Upon the Effective Date: (a) the Settlement shall be the exclusive remedy for  
3 any and all Released Individual Claims; and (b) Plaintiffs are permanently barred and  
4 enjoined from initiating, asserting, or prosecuting against the Released Parties in any  
5 federal or state court or arbitration or tribunal any and all Released Individual Claims.

6 **K. Settlement Class Members' Releases**

7       Upon the Effective Date, the Settlement Class Members shall be deemed to  
8 have, and by operation of the Final Order and Judgment shall have, fully, finally and  
9 forever released, relinquished, and discharged all Released Settlement Class Claims  
10 against the Released Parties.

11       Without in any manner limiting the foregoing, the Settlement is expressly  
12 intended to include and does include any and all claims which the Settlement Class  
13 Members may now or may hereafter have or assert against the Released Parties for any  
14 non-monetary relief, including injunctive relief, non-monetary declaratory relief, or  
15 any other equitable relief, whether based on a tort, intentional tort, contract, statute, or  
16 any other theory of recovery, whether known or unknown, whether already in  
17 existence or to arise in the future, anticipated or not, that are based upon or arising out  
18 of, in whole or in part, the facts, activities, events, or transactions alleged by any  
19 Plaintiff or Plaintiffs in the Action. For avoidance of doubt, if a claim or cause of action  
20 seeks both monetary and equitable relief, only the equitable relief portion of the claim  
21 is being released by this Settlement.

22       Plaintiffs and Plaintiffs' Counsel acknowledge and understand that the  
23 Settlement Class Members might later discover facts in addition to or different from  
24 those that they now know or believe to be true with respect to the subject matter of the  
25 Settlement, but that it is their intention to fully, finally, and forever settle and release  
26 any and all claims for any non-monetary relief, including injunctive relief, non-  
27 monetary declaratory relief, or any other equitable relief, known or unknown,  
28 suspected or unsuspected, that now exist or previously existed between the Settlement



1 Class Members and the Released Parties. The Settlement is intended to be and is final  
2 and binding, regardless of any claims of misrepresentation, concealment of fact, or  
3 mistake of law or fact, and shall remain in effect as a full and complete release of all  
4 Released Settlement Class Claims, notwithstanding the discovery or existence of any  
5 additional or different claims or facts relating to this Stipulation. In furtherance of such  
6 intention, Plaintiffs and Plaintiffs' Counsel agree that the releases given pursuant to  
7 the Settlement shall remain in effect as a full and complete release of the Released  
8 Settlement Class Claims, notwithstanding the discovery or existence of any such  
9 additional or different facts.

10 With respect to those current or potential claims, demands, or causes of action,  
11 the Settlement Class Members shall be deemed to have, and by operation of the Final  
12 Order and Judgment shall have specifically waived and relinquished, to the fullest  
13 extent permitted by law, the provisions, rights, and benefits of the provisions of  
14 California Civil Code section 1542 on behalf of the Settlement Class Members, which  
15 provides as follows:

16 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
17 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**  
18 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**  
19 **THE TIME OF EXECUTING THE RELEASE AND THAT, IF**  
20 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**  
**AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**  
**OR RELEASED PARTY.**

21 Notwithstanding the provisions of Section 1542, and for the purpose of  
22 implementing a full and complete release and discharge, Plaintiffs and Plaintiffs'  
23 Counsel expressly acknowledge that the Settlement is intended to include in its effect,  
24 without limitation, all Released Settlement Class Claims, whether known or unknown,  
25 and that the Settlement extinguishes all such claims. Plaintiffs and Plaintiffs' Counsel  
26 acknowledge having read this Stipulation and had the opportunity to receive  
27 independent legal advice with respect to the advisability of executing this Stipulation,  
28 including this voluntary waiver of any rights the Settlement Class Members might have



1 under California Civil Code section 1542.

2 Upon the Effective Date: (a) the Settlement shall be the exclusive remedy for  
3 any and all Released Settlement Class Claims; and (b) the Settlement Class Members  
4 are permanently barred and enjoined from initiating, asserting, or prosecuting against  
5 the Released Parties in any federal or state court or arbitration or tribunal any and all  
6 Released Settlement Class Claims.

7 **L. Dismissal of the Action**

8 Plaintiffs' Counsel shall have the responsibility for ensuring that Plaintiffs'  
9 claims in *In re Ring LLC Privacy Litigation* are dismissed with prejudice and/or  
10 judgment is entered as to Plaintiffs' claims within seven days of the Effective Date.

11 Within seven days of the Effective Date, Plaintiffs and Plaintiffs' Counsel shall  
12 ensure that the Arbitrations are dismissed with prejudice and without the assessment  
13 of costs or fees. The Parties agree that the Arbitrations will remain stayed until the  
14 Arbitrations are dismissed with prejudice.

15 The Court shall retain jurisdiction over the Parties to this Stipulation and the  
16 Settlement Class Members with respect to the future performance of the terms of the  
17 Settlement. In the event that any applications for relief are made, such applications  
18 shall be made to the Court.

19 **M. Best Efforts**

20 Plaintiffs' Counsel shall take all necessary actions to accomplish approval of the  
21 Settlement and dismissal of the Action. The Parties and their counsel agree to  
22 cooperate fully with one another and to use their best efforts to effectuate the  
23 Settlement, including without limitation in seeking preliminary and final Court  
24 approval of the Stipulation and the Settlement embodied herein, carrying out the terms  
25 of this Stipulation, and promptly agreeing upon and executing all such other  
26 documentation as may be reasonably required to obtain final approval by the Court of  
27 the Settlement. In the event that the Court fails to approve the Settlement or fails to  
28 issue the Final Order and Judgment, the Parties agree to use all reasonable efforts,

1 consistent with this Stipulation and subject to Section N, to cure any defect identified  
2 by the Court.

3 **N. Termination**

4 In the event the terms or conditions of this Stipulation are required to be  
5 materially modified or are materially modified by any court, either Party in its sole  
6 discretion to be exercised within 14 days after such a material modification may  
7 declare this Stipulation null and void. For purposes of this paragraph, material  
8 modifications include but are not limited to any modifications to the definitions of the  
9 Settlement Class, Settlement Class Members, Released Settlement Class Claims, or  
10 Released Individual Claims, or court-ordered notice to the class beyond the CAFA  
11 notice provided for in Section F of this Stipulation.

12 This Stipulation is entered into only for purposes of Settlement. If the Court fails  
13 to finally approve the Settlement (or any part thereof) or the Final Order or Judgment  
14 is not entered into for any reason, the Stipulation will be null and void and the Parties  
15 will return to their respective positions as if this Stipulation was never negotiated,  
16 drafted, or executed.

17 **O. Other Provisions**

18 A. This Stipulation is made pursuant to, and shall be construed and enforced  
19 in accordance with, the laws of the State of California, without giving effect to  
20 otherwise-applicable principles regarding conflicts of law.

21 B. This Stipulation and its accompanying Exhibits constitute the single and  
22 entire agreement between the Parties. Any and all prior and contemporaneous  
23 disclosures, negotiations, stipulations, and agreements regarding the subject matter of  
24 this Stipulation, whether written or oral, have been and are merged and integrated into  
25 and are superseded by this Stipulation. This Stipulation shall not be modified except  
26 by a writing signed by Plaintiffs and Defendant.

27 C. If any term or provision of this Stipulation shall be judicially determined  
28 to be illegal, unenforceable, invalid, or otherwise void, the Parties intend that all

1 remaining provisions shall continue to be given full force and effect, unless the  
2 provision found to be unenforceable is of such material effect that this Stipulation  
3 cannot be performed in accordance with the intent of the Parties in the absence of such  
4 provision.

5 D. Neither Defendant, Defense Counsel, nor Plaintiffs' Counsel make any  
6 representation regarding the tax consequences of this Stipulation or the taxability of  
7 any payment made thereunder. The Parties understand and expressly agree that any  
8 income or other tax payable by them under tax laws, including any interest or penalties  
9 (if any) ultimately determined to be payable from the payment, as well as any state or  
10 federal reporting or payment obligations on them arising from or attributable to the  
11 payment, are the sole responsibility of Plaintiffs. Plaintiffs agree to indemnify and hold  
12 Defendant harmless in the event that any governmental taxing authority asserts against  
13 Defendant any claim for unpaid taxes, failure to withhold taxes, penalties, or interest  
14 based upon the payment made under the Stipulation.

15 E. The Parties separately agree that they and their respective counsel and  
16 employees will not solicit any Settlement Class Member to object to the Settlement,  
17 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict  
18 Plaintiffs' Counsel's ability to communicate with Settlement Class Members in  
19 accordance with Plaintiffs' Counsel's ethical obligations owed to Settlement Class  
20 Members.

21 F. No waiver of any of the promises, obligations, terms, or conditions herein  
22 shall be valid unless it is written and signed by the Party against whom the waiver is  
23 sought to be enforced.

24 G. This Stipulation shall be binding upon the Parties and each of their  
25 respective heirs, personal representatives, successors, and assigns.

26 H. This Stipulation has been negotiated among and drafted by Plaintiffs'  
27 Counsel and Defendant. This Stipulation shall be construed as if the Parties  
28

1 collectively prepared it and any uncertainty or ambiguity shall not be interpreted  
2 against any of the Parties.

3 I. The captions used herein are for convenience and identification purposes  
4 only and are not part of this Stipulation.

5 J. Each signatory to this Stipulation warrants and represents that he/she has  
6 full authority to enter into, deliver, and perform under this Stipulation, and that all acts  
7 and actions have been taken to grant such authority, and that no third-party consent,  
8 which has not already been obtained, is required. Each signatory to this Stipulation  
9 represents and warrants that he/she is authorized to execute this Stipulation on behalf  
10 of the Party or Parties for which he/she executed this Stipulation.

11 K. All Parties warrant and represent that they are agreeing to the terms of  
12 this Stipulation based upon the legal advice of their respective attorneys, that they have  
13 been afforded the opportunity to discuss the contents of this Stipulation with their  
14 attorneys, and that the terms and conditions of this document are fully understood and  
15 voluntarily accepted.

16 L. Plaintiffs warrant and represent that no portion of the Released Individual  
17 Claims or Released Settlement Class Claims have been assigned, conveyed, or  
18 otherwise transferred, and that they will not in the future attempt to sell, assign,  
19 convey, or otherwise transfer to any other entity any claim referenced herein. Plaintiffs  
20 acknowledge that the Released Parties enter this Stipulation in reliance upon the  
21 warranties made in this paragraph.

22 M. Plaintiffs represent and warrant that they have not filed with any court or  
23 arbitral forum any type of action or report against the Released Parties other than *In re*  
24 *Ring LLC Privacy Litigation* and the Arbitrations, and currently knows of no existing  
25 act or omission by the Released Parties that may constitute a claim or liability that  
26 Plaintiffs may assert on their own behalf excluded from the Released Individual  
27 Claims.

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1 N. Plaintiffs' Counsel will not sell, assign, transfer, convey, or otherwise  
2 dispose of any of the claims, demands, obligations, and causes of action referred to in  
3 this Stipulation.

4 O. This Stipulation may be executed in one or more counterparts, each of  
5 which shall be an original as against any Party who signed it, and all of which shall  
6 constitute one and the same document. A facsimile, photostatic, or electronic (*e.g.*,  
7 PDF format) copy of this Stipulation as executed shall be deemed an original. In  
8 addition, the Parties agree that any Electronic Signature by a Party to this Stipulation  
9 is intended to authenticate this writing and has the same force and effect as a  
10 handwritten signature. Pursuant to the California Uniform Electronic Transactions  
11 Act, "Electronic Signature" means an electronic sound, symbol, or process attached to  
12 or logically associated with an electronic record and executed or adopted by a person  
13 with the intent to sign the electronic record. For purposes of this section, a "digital  
14 signature" as defined in subdivision (d) of Section 16.5 of the Government Code is a  
15 type of electronic signature.

16 P. The Recitals, including the definitions set forth therein, are a material part  
17 of this Stipulation and are incorporated herein in their entirety.

18 Q. Plaintiffs and Plaintiffs' Counsel shall send any notices or other  
19 documents provided under this Stipulation by email to Moez Kaba  
20 (mkaba@houston.com) and Ashley Artmann (aartmann@houston.com) of Hueston  
21 Hennigan LLP and to Ring LLC, Attn: Legal Department, 12515 Cerise Ave.,  
22 Hawthorne, CA 90250, with an electronic copy to legal@ring.com.

23 R. For any notice required to be provided under this Stipulation, Defendant  
24 shall provide notice to Plaintiffs' Counsel identified in the signature blocks below.

25 S. This Stipulation shall become effective upon execution by Defendant,  
26 Plaintiffs, and Plaintiffs' Counsel.

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1 T. The Parties believe that the Settlement is a fair, adequate, and reasonable  
2 settlement of the Action, and they have arrived at the Settlement through arms-length  
3 negotiations, taking into account all relevant factors, present and potential.

4 IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto  
5 have made and executed this Stipulation as of the date(s) set forth below.

6 **Ring LLC**  
7 DocuSigned by:  
8 BY: Michael Harris  
3CC8400CE029475...

9 TITLE: COO, Ring

10 DATED: August 9, 2023, 2023

11 BY: Marco Mariutto  
Marco Mariutto (Jun 18, 2023 10:46 PDT)

12 Marco Mariutto  
13 DATED: Jun 18, 2023, 2023

14 BY: Yolanda Martinez  
Yolanda Martinez (Jun 14, 2023 17:28 EDT)

15 Yolanda Martinez  
16 DATED: Jun 14, 2023, 2023

17 BY: Jeannette Pantoja  
Jeannette Pantoja (Jun 14, 2023 11:48 MDT)

18 Jeannette Pantoja  
19 DATED: Jun 14, 2023, 2023

20 BY: Johnny Powell  
Johnny Powell (Jun 16, 2023 13:11 EDT)

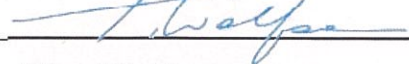
21 Johnny Powell  
22 DATED: Jun 16, 2023, 2023

23 BY: Abhi Sheth  
Abhi Sheth (Jun 9, 2023 13:06 PDT)

24 Abhi Sheth  
25 DATED: June 9th, 2023

26  
27  
28



1 BY:  \_\_\_\_\_

2 Tina Wolfson  
3 **AHDOOT & WOLFSON, PC**  
4 2600 W. Olive Ave  
5 Burbank, CA 91505  
6 Tele: 310-474-9111  
7 Email: twolfson@ahdootwolfson.com

8 DATED: June 9, 2023

9 BY:  \_\_\_\_\_

10 Hassan A. Zavareei  
11 **TYCKO & ZAVAREEI LLP**  
12 1828 L Street NW, Suite 1000  
13 Washington, D.C. 20036  
14 Tele: 202-973-0900  
15 Email: hzavareei@tzlegal.com

16 DATED: June 18, 2023

17 BY:  \_\_\_\_\_

18 Daniel S. Robinson  
19 **ROBINSON CALCAGNIE, INC.**  
20 19 Corporate Plaza Drive  
21 Newport Beach, CA 92660  
22 Tele: 949-720-1288  
23 Email: drobinson@robinsonfirm.com

24 DATED: June 09, 2023

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26  
27  
28