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 9

10 UNITED STATES DISTRICT COURT
 11 CENTRAL DISTRICT OF CALIFORNIA
 12

13 AMANDA RUIZ and MARISELA
 14 ARREOLA, individually, and on
 behalf of a class of similarly situated
 15 individuals,
 Plaintiffs,
 16
 v.
 17
 18 OWLET BABY CARE, INC., a
 Delaware corporation,
 19 Defendant.
 20
 21
 22

Case No.:
CLASS ACTION COMPLAINT FOR:
 (1) Violations of Unfair Competition
 Law, California Business &
 Professions Code § 17200 *et seq.*
 (2) Violations of California's
 Consumers Legal Remedies Act
 (3) Breach of Implied Warranty
 Pursuant to Song-Beverly
 Consumer Warranty Act
 (4) Breach of Implied Warranty
 Pursuant to the Magnuson-Moss
 Warranty Act
 (5) Unjust Enrichment

DEMAND FOR JURY TRIAL

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INTRODUCTION

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2 1. Plaintiffs Amanda Ruiz and Marisela Arreola (“Plaintiffs”) bring this
3 action for themselves and on behalf of all persons in the United States who, at any
4 time in the last four years prior to the filing of this complaint, purchased an Owlet
5 Smart Sock or Owlet Smart Sock 2 baby monitor (“Owlet Smart Sock” or “Smart
6 Sock”) designed, manufactured, marketed, distributed, sold, and warranted by
7 Owlet Baby Care, Inc., a Delaware corporation (“Owlet” or “Defendant”).

8 2. This case arises out of the unlawful, false, misleading, and deceptive
9 marketing and advertising practices used by Owlet in selling, directly and
10 indirectly, Smart Sock baby monitors to consumers.

11 3. The Smart Sock gives false alarms and causes parents to rush their
12 babies to the hospital, believing them to be grievously ill. Owlet has had
13 knowledge about this defect and has referred to it as “false alarm fatigue.”
14 Conversely, the Smart Sock also regularly fails to detect abnormal oxygen levels
15 and heart rates--the exact purpose for which it was designed and advertised.
16 Owlet failed to disclose this material information to consumers prior to sale and
17 actively concealed its knowledge of these defects to the purchasing public.

18 4. Released in October 2015, Owlet’s Smart Sock differs greatly from
19 traditional baby monitors available to consumers. Rather than providing a simple
20 visual and audio system for parents to monitor their babies from another room, the
21 Smart Sock “is designed to provide continuous monitoring of vital signs [oxygen
22 saturation and heart rate] in newborns via a sensor-embedded sock during their
23 sleep in home settings.”¹ Notably, the Smart Sock has no visual or audio
24 capabilities, so parents must also purchase a *traditional* baby monitor to actually
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26 ¹ “Initial Experience and Usage Patterns With the Owlet Smart Sock
27 Monitor in 47,495 Newborns,” *Global Pediatric Health Journal*, Dec. 4, 2017,
28 *available at* <https://journals.sagepub.com/doi/full/10.1177/2333794X17742751>
(last visited Jan. 24, 2019).

1 see and hear their baby.² At a staggering price of \$299, the Smart Sock “includes
2 a base station, pulse oximeter, charging cords, and socks in 3 sizes (designed to fit
3 newborns to children 15 to 18 months of age).”³

4 5. According to Owlet, “[t]he Owlet Smart Sock uses pulse oximetry
5 technology to track a baby’s heart rate and oxygen levels, designed to notify
6 parents if those levels fall outside the preset zone. This technology has been
7 miniaturized and made wireless, worn as a “sock” on a baby’s foot while sleeping.
8 The Smart Sock sends the information via Bluetooth Low Energy to a nearby Base
9 Station, which shares status update with parents with colored lights and audible
10 notifications. The information can then be sent from the Base Station, via Wi-Fi to
11 the cloud, so parents can view live readings and receive notifications from their
12 smartphone, whether they’re down the hall, across town or around the world.”⁴

13 6. Owlet touts: “Babies don’t come with an instruction manual, so
14 Owlet will make you this promise—we promise to give you peace of mind.”⁵
15 “[C]reating accurate and reliable products empower parents with insights into the
16 health and well-being of their infant in the home.” These are just a few of Owlet’s
17 marketing mantras that successfully lure young parents into reasonably believing
18 that the Smart Sock “provide[s] superior technology and peace of mind for
19 parents” and, most importantly, will perform as advertised.⁶ Owlet’s own study
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21 ² In January 2019, Owlet released the Smart Sock-compatible Owlet Cam
22 that can be purchased separately for \$149 or with the Smart Sock for \$449.
<https://owletcare.com/products/sock-cam>.

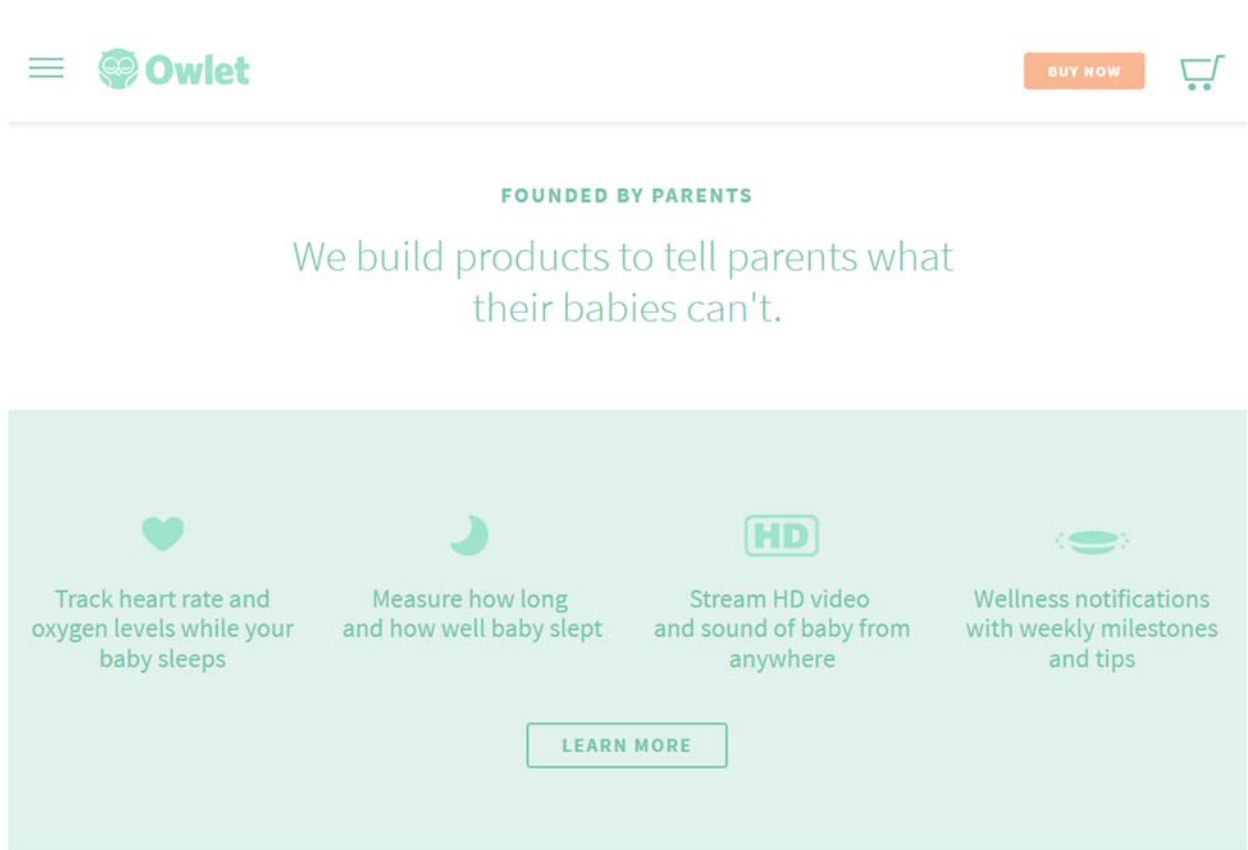
23 ³ See Footnote 1.

24 ⁴ Owlet Press Release, Dec. 4, 2017, “New Findings: Superior Home-
25 Monitoring Technology Improves Usability, Care Access, and Reduces Parental
26 Anxiety in Newborns,” *available at* [https://owletcare.com/blogs/press/new-
findings-superior-home-monitoring-technology-improves-usability-care-access-
and-reduces-parental-anxiety-in-newborns](https://owletcare.com/blogs/press/new-findings-superior-home-monitoring-technology-improves-usability-care-access-and-reduces-parental-anxiety-in-newborns) (last visited Jan. 24, 2019).

27 ⁵ Owlet Official Facebook, June 29, 2016, *available at*
28 <https://www.facebook.com/OwletBabyMonitors/> (last visited Jan. 24, 2019).

⁶ www.owletcare.com

1 published in December 2017 found that “a parental desire to know more about
2 their child as well as a feeling of peace of mind accounted for 75% of the reasons
3 to own the [Owlet Smart Sock].”⁷ Specifically, the Owlet Smart Sock was, and is,
4 advertised with the following features:



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20 7. Thus, Owlet is fully aware that consumers rely on the representations
21 of Owlet when deciding to purchase, for a hefty premium, the Owlet Smart Sock
22 over other baby monitors. Owlet has certainly capitalized on that reliance; or as
23 one Forbes journalist described, in an Oct. 2017 article aptly titled *Owlet’s Smart*
24 *Sock Makes Millions Selling Parents Peace of Mind*, by “[t]argeting anxious, tech-
25 savvy Millennial parents, Owlet has sold almost 150,000 Smart Socks, now priced
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27
28 ⁷ See Footnote 1.

1 at \$299, producing \$19 million in revenue last year, and it's projecting as much as
2 \$30 million this year.”⁸

3 8. However, the Owlet Smart Sock's high sales volume can arguably be
4 equally attributed to the information it advertises as well as the information it *does*
5 *not* disclose to consumers; i.e., the Smart Sock's frequent and unnerving false
6 alarms, inaccurate readings, and complete failure to detect and alert to abnormal
7 oxygen levels and heart rates, the exact purpose for which it was designed and
8 advertised. Early adopters took to Owlet's website to voice their disappointment
9 and frustration, as detailed below.

10 9. On information and belief, through its exclusive and superior
11 knowledge of non-public internal data,⁹ Owlet has been aware of the Smart Sock's
12 frequent inaccuracies, including what it has coined “false alarm fatigue”¹⁰ that
13 results in Smart Sock owners discontinuing use after a few months because of the
14 regularity in which the Smart Sock signals false alarms throughout the night; yet,
15 Owlet refuses to disclose this information to unknowing consumers. Instead of
16 addressing the reality of consumers' experiences and managing consumers'
17 expectations accordingly, which may require lowering the price to match the
18 monitor's actual value and thus eroding profits, Owlet uses every opportunity to
19 justify the Smart Sock's high price point and deny the monitor's propensity to
20 inaccurately detect oxygen saturation and heart rate levels. For example, in
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22 ⁸ “Owlet's Smart Sock Makes Millions Selling Parents Peace of Mind –
23 But Doctors Are Unconvinced,” Forbes Magazine, Oct. 3, 2017, *available at*
24 <https://www.forbes.com/sites/nataliesportelli/2017/10/03/owlets-infant-health-monitor-is-winning-over-millennial-parents-doctors-are-another-matter/#77871fb37646>.

25 ⁹ Including, without limitation, early consumer complaints made directly
26 to Owlet, direct messages to Owlet's social media accounts that are actively
27 monitored and responded to by Owlet, warranty and return data, customer
service complaints, and internal testing results.

28 ¹⁰ See Footnote 1.

1 response to a January 2017 article in The Journal of the American Medical
2 Association (JAMA) critiquing the “safety, accuracy, and effectiveness”¹¹ of
3 Owlet Smart Socks and similar baby monitors, “Owlet said that the company has
4 performed ‘extensive product safety testing’ and noted that its products are
5 compliant with CPSC standards.”¹² This statement is grossly misleading to
6 consumers who are completely unaware that the CPSC has no established
7 standards for baby monitors.

8 10. Then, in response to a second JAMA article published in August
9 2018 “regarding a study testing consumer pulse oximeter baby monitors’
10 accuracy,” Owlet’s CEO, Kurt Workman, flatly rejected the article’s findings and
11 affirmed that “[t]he accuracy and performance of the Owlet Smart Sock is
12 something we take very seriously. It is important to note that our product is
13 designed for in-home use, with healthy babies while they sleep, to provide parents
14 with information about their child's wellbeing.”¹³

15 11. If Plaintiffs and Class Members had known about the device’s
16 inaccuracy and probability of occasional, and sometimes frequent, inaccurate
17 readings, false alarms, and/or complete failure to detect and alert to abnormal vital
18 signs at the time of purchase, Plaintiffs and Class Members would not have
19 purchased the Owlet Smart Sock or would have paid less for it.

21 ¹¹ *The Emerging Market of Smartphone-Integrated Infant Physiologic*
22 *Monitors*, C.P. Bonafide, M.D., Journal of the American Medical Association,
23 January 2017, available at <https://jamanetwork.com/journals/jama/article-abstract/2598780> (last visited Jan. 25, 2019).

24 ¹² “Pediatricians question the safety of high-tech baby monitors,”
25 Consumer Affairs, Jan. 26, 2017, available at
26 <https://www.consumeraffairs.com/news/pediatricians-question-the-safety-of-high-tech-baby-monitors-012617.html>.

27 ¹³ Owlet Press Release, Aug. 21, 2018, “Owlet Baby Care Responds to
28 CHOP Study’s Accuracy Claims, available at
<https://owletcare.com/blogs/press/owlet-baby-care-responds-to-chop-studys-accuracy-claims> (last visited Jan. 25, 2019).

1 12. As a result of their reliance on Defendant's omissions, consumers,
2 including Plaintiffs, have suffered an ascertainable loss of money, including, but
3 not limited to, out of pocket costs incurred in purchasing the overvalued Owlet
4 Smart Sock. Further, as a result of its deceptive marketing and unfair competition
5 with other similar manufacturers and brands, Owlet realized sizable profits.

6 **PARTIES**

7 **PLAINTIFF Amanda Ruiz**

8 13. Plaintiff Amanda Ruiz ("Plaintiff Ruiz") is a California citizen who
9 resides in Running Springs, California. In November 2018, Plaintiff Ruiz
10 purchased an Owlet Smart Sock 2 from a Target store in San Dimas, California, an
11 Owlet-authorized retailer.

12 14. Prior to purchasing the Owlet Smart Sock 2 in November, Plaintiff
13 Ruiz received a new Owlet Smart Sock 2 ("First Smart Sock 2") as a baby gift
14 around August 2018. Plaintiff Ruiz always followed Owlet's instructions for use.
15 However, within the first two weeks of use, the First Smart Sock 2 gave two "red"
16 alerts, the most critical and immediate of the Smart Sock alarms. On the first
17 occasion, the Smart Sock alerted Plaintiff that her baby had low oxygen. On the
18 second occasion, the Smart Sock alerted Plaintiff that her baby had low oxygen
19 and abnormal heart rate. On both occasions, Plaintiff physically checked on her
20 baby and proceeded to call 911 based on the Smart Sock alerts. When the
21 paramedics examined her baby, they found both the oxygen and heart rate within
22 normal range both times. Following the First Smart Sock 2's false alerts, Plaintiff
23 conducted significant research regarding the product's accuracy, including
24 information provided on Owlet's official website.

25 15. Accuracy and reliability were incredibly important to Plaintiff in
26 deciding to purchase the Owlet Smart Sock. Based on Owlet's representations
27 and assurances regarding the Smart Sock's accuracy, including those made in
28 response to the non-public August 2018 JAMA article questioning the Smart

1 Sock's reliability, Plaintiff expected the Smart Sock to accurately track her baby's
2 oxygen saturation and heart rate levels and believed she simply had a defective
3 unit. Thus, in November, Plaintiff returned the First Smart Sock 2 and
4 subsequently purchased a new Smart Sock 2. Again, Plaintiff always followed
5 Owlet's instructions for use with her new Smart Sock 2. However, within the first
6 week, the Smart Sock alerted Plaintiff to issues with her baby's vital signs on two
7 occasions. Both times she immediately brought her baby to a pediatrician who
8 confirmed that the Smart Sock readings were inaccurate, and her baby's vital signs
9 were all normal.

10 16. Plaintiff then contacted Owlet regarding the false alerts and an Owlet
11 representative told her that the alerts may be inaccurate during feedings or while
12 the baby is being held. However, Plaintiff's baby was not being fed or held
13 immediately before or during any of the false alerts. Because of the frequency of
14 Owlet Smart Sock's false alerts, Plaintiff can no longer rely on its accuracy and
15 has stopped using the Smart Sock altogether.

16 17. Plaintiff purchased her Owlet Smart Sock 2 primarily for personal,
17 family, or household use. Owlet manufactured, distributed, advertised, marketed,
18 and warranted the Smart Sock.

19 18. If Defendant had disclosed its knowledge of the true functionality of
20 the Owlet Smart Sock, Plaintiff would have seen or heard such disclosures and
21 been aware of them prior to purchase. Indeed, Owlet's omissions were material to
22 Plaintiff. If Plaintiff had known at the time of purchase that the Smart Sock
23 contains inherent design flaws that cause, among other problems, frequent and
24 unnerving false alarms throughout the night, inaccurate readings, and failure to
25 detect and alert to abnormal oxygen levels and heart rates, she would not have
26 purchased the Smart Sock.

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1 19. Plaintiff would consider purchasing an Owlet Smart Sock in the
2 future without the price premium or if it no longer exhibited the significant
3 reliability issues described herein.

4 **PLAINTIFF Marisela Arreola**

5 20. Plaintiff Marisela Arreola (“Plaintiff Arreola”) is a California citizen
6 who resides in Bakersfield, California. On or around October 20, 2016, Plaintiff
7 Arreola purchased a new Owlet Smart Sock 1 baby monitor directly from Owlet’s
8 official website.

9 21. Prior to her purchase, Plaintiff Arreola thoroughly researched the
10 Smart Sock’s reliability and functionality online and specifically on Owlet’s
11 website, and compared it to other baby monitors, particularly those that monitored
12 oxygen levels.

13 22. Accuracy and reliability were incredibly important to Plaintiff in
14 deciding to purchase the Owlet Smart Sock. Based on Owlet’s representations
15 and assurances regarding the Smart Sock’s functionality and reliability, Plaintiff
16 expected the Smart Sock to accurately track her baby’s oxygen saturation and
17 heart rate levels. Plaintiff strictly followed Owlet’s instructions for use at all
18 times.

19 23. In or around November 2016, while wearing the Owlet Smart Sock,
20 Plaintiff Arreola checked on her daughter and noticed her turning purple due to
21 very low oxygen levels. The Owlet Smart Sock never alerted Plaintiff Arreola
22 that her daughter’s oxygen levels were low, as confirmed by the pediatrician
23 immediately thereafter. Then, in December 2016, while wearing the Owlet Smart
24 Sock, Ms. Arreola again noticed her daughter turning purple and her daughter was
25 immediately admitted to the ICU due to low oxygen levels. Again, the Owlet
26 Smart Sock never alerted Ms. Arreola to her daughter’s low oxygen level at the
27 time. When Plaintiff brought this issue to Owlet’s attention, Owlet sent her a new
28 “beacon,” which is the part of the Smart Sock responsible for monitoring and

1 alerting when vitals are abnormal. Plaintiff Arreola used the new beacon as
2 directed and, shortly thereafter, while wearing the Smart Sock, Plaintiff Arreola's
3 daughter was admitted to the hospital for low oxygen, which the Smart Sock again
4 failed to detect and alert her to. Plaintiff Arreola stopped using the Owlet Smart
5 Sock after the replacement beacon failed to detect her daughter's low oxygen in
6 early 2017.

7 24. Plaintiff purchased her Owlet Smart Sock primarily for personal,
8 family, or household use. Owlet manufactured, distributed, advertised, marketed,
9 and warranted the Smart Sock.

10 25. If Defendant had disclosed its knowledge of the true functionality of
11 the Owlet Smart Sock, Plaintiff would have seen or heard such disclosures and
12 been aware of them prior to purchase. Indeed, Owlet's omissions were material to
13 Plaintiff. If Plaintiff had known at the time of purchase that the Smart Sock
14 contains inherent design flaws that cause, among other problems, frequent and
15 unnerving false alarms throughout the night, inaccurate readings, and failure to
16 detect and alert to abnormal oxygen levels and heart rates, she would not have
17 purchased the Smart Sock.

18 26. Plaintiff would consider purchasing an Owlet Smart Sock in the
19 future without the price premium or if it no longer exhibited the significant
20 reliability issues described herein.

21 **DEFENDANT**

22 27. Defendant Owlet Baby Care, Inc. is a corporation organized and in
23 existence under the laws of the State of Delaware and conducts business in the
24 State of California. Owlet Baby Care, Inc.'s corporate headquarters and principal
25 place of business are located at 2500 Executive Parkway, Suite 300, Lehi, Utah
26 84043. Owlet designs, produces, manufactures, markets, distributes, and sells
27 Smart Socks nationwide and throughout California.

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1 28. At all relevant times, Defendant was and is engaged in the business of
2 marketing, distributing, and selling Owlet Smart Socks in San Bernardino County,
3 and throughout the United States of America.

4 **JURISDICTION**

5 29. This is a class action.

6 30. This Court has subject matter jurisdiction over this matter pursuant
7 to 28 U.S.C. § 1331 because this action arises under the Constitution or laws of
8 the United States and the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2) and
9 (6), in that, as to each Class defined herein:

- 10 a. the matter in controversy exceeds \$5,000,000.00, exclusive of
11 interest and costs;
12 b. this is a class action involving 100 or more class members; and
13 c. this is a class action in which at least one member of the Plaintiff
14 class is a citizen of a State different from at least one Defendant.

15 31. The Court has personal jurisdiction over Defendant, which has at
16 least minimum contacts with the State of California because it has conducted
17 business there and has availed itself of California's markets through the
18 marketing, distributing, and selling of Owlet Smart Socks.

19 **VENUE**

20 32. Owlet, through its business of advertising, distributing, and selling
21 Owlet Smart Socks, has established sufficient contacts in this district such that
22 personal jurisdiction is appropriate. Defendant is deemed to reside in this district
23 pursuant to 28 U.S.C. § 1391(a).

24 33. In addition, a substantial part of the events or omissions giving rise
25 to these claims and a substantial part of the property that is the subject of this
26 action are in this district. In addition, Plaintiff Ruiz's Declaration, as required
27 under California Civil Code § 1780(d) (but not pursuant to *Erie* and federal
28 procedural rules), reflects that a substantial part of the events or omissions giving

1 rise to the claims alleged herein occurred, or a substantial part of property that is
2 the subject of this action, is situated in San Bernardino, California. It is attached
3 as **Exhibit 1**.

4 34. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a).

5 **FACTUAL ALLEGATIONS**

6 35. Since 2015, Owlet has designed, manufactured, distributed, and sold
7 the Owlet Smart Socks. Owlet has sold, directly or indirectly, through its website
8 and other retail outlets, hundreds of thousands of Owlet Smart Socks in California
9 and nationwide.

10 36. Plaintiffs are informed and believe, and based thereon allege, that the
11 Smart Socks contain serious design flaws that cause, among other problems,
12 frequent and unnerving false alarms throughout the night, inaccurate readings, and
13 complete failure to detect and alert to abnormal oxygen levels and heart rates-- the
14 exact purpose for which it was designed and advertised. As a result, “[r]ather than
15 reassuring parents, these experiences may generate anxiety and a false assumption
16 that their infant is at risk of dying. These considerations introduce the prospect
17 that using a monitor could indirectly result in harm to infants and their families.”¹⁴

18 37. Because Owlet’s marketing campaign has avoided making “direct
19 statements that their products diagnose, treat, or prevent disease,” regulation of its
20 representations and omissions regarding accuracy and reliability fall outside of the
21 FDA’s jurisdiction. However, the company’s social media pages frequently
22 endorse articles by parents who state that they specifically purchased the Smart
23 Sock to ease the anxiety of Sudden Infant Death Syndrome (SIDS) and make no
24 effort to correct consumers’ public comments on Owlet’s Facebook regarding the
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26 ¹⁴ *The Emerging Market of Smartphone-Integrated Infant Physiologic*
27 *Monitors*, C.P. Bonafide, M.D., *Journal of the American Medical Association*,
28 January 2017, available at <https://jamanetwork.com/journals/jama/article-abstract/2598780> (last visited Jan. 25, 2019).

1 same. Owlet's response to the questionable legality of these endorsements in light
2 of its disclaimer: "The FTC rules are that you're not lying about your product and
3 we're making sure we're not lying about the product."¹⁵ Yet it is clear that
4 consumers rely on these endorsements when deciding to purchase the Smart Sock.

5 38. On information and belief, the Owlet Smart Socks have the same or
6 substantially identical design and construction, and the omissions are the same for
7 all Smart Socks.

8 39. Owlet had superior and exclusive knowledge of the Owlet Smart
9 Sock's performance deficiencies and was aware or should have been aware that
10 those deficiencies were not known or reasonably discoverable by Plaintiffs and
11 Class Members before they purchased the Smart Socks.

12 40. Complaints posted to Owlet's website and social media, as well as
13 elsewhere online, demonstrate that reasonable consumers have been, and continue
14 to be, deceived by Owlet's advertising regarding the Smart Socks. The complaints
15 also indicate Defendant's awareness of the problems with the Owlet Smart Sock's
16 performance and accuracy, and how potentially dangerous the issues are for
17 consumers. The following are some of the publicly available complaints relating
18 to the Owlet Smart Sock's performance, accuracy, and reliability (spelling and
19 grammar mistakes remain as found in the original):

20 **Reviews "submitted 3 years ago" to OwletCare.com (exact dates known to**
21 **Owlet but not publicly available)**

- 22 a. Owlet is a wonderful concept "up all night so you don't have to be".
23 Unfortunately, you ARE up all night because of the plethora of false
24 red alarms. Owlet is a highly marketed "tested and development by
25 medical professionals" device, but it should be clearly stated that it is
NOT a medical device. We have been Owlet users for over six
months. We have probably had 10 false red alarms in those six

26 ¹⁵ "Owlet's Smart Sock Makes Millions Selling Parents Peace of Mind –
27 But Doctors Are Unconvinced," Forbes Magazine, Oct. 3, 2017, *available at*
28 <https://www.forbes.com/sites/nataliesportelli/2017/10/03/owlets-infant-health-monitor-is-winning-over-millennial-parents-doctors-are-another-matter/#77871fb37646>.

1 months. We have taken our baby to the doctor, called medical
2 professionals in the middle of the night, and begun to think
3 something was seriously medically wrong with our child. There isn't.
4 Anytime customer service was contacted over false alarms, their go
5 to question was "well is the device placed properly?" Yes, always
6 yes. We have gotten reading of low heart rate, when in fact, he's been
7 in his bed, perfectly still, awake and healthy. Also low oxygen (less
8 than 80%). We were told by our doctor if that were true, our baby
9 would have been blue. He wasn't, and his pulse oximetry was reading
10 in upper 90s at Doctor. Owlet is a great concept, but has many bugs
11 to be fixed over the years. A lot more work to do. So for now, I say
12 this device is not worth the money, and most definitely not worth the
13 stress, worry, and fear that it incites.

- 8 b. I would hope they improve on features and reliability of the product.
9 For the price there are better monitoring system out there. that are
10 more reliable and not prone to false alarm.
- 11 c. My husband and I were so excited about purchasing the Owlet! The
12 reviews online were great, we were confident that we picked the best
13 option for our needs. Now that we have the Owlet and have used it
14 nightly on our 2 month old, it is not near as awesome as everyone
15 says. The range is only 10 feet from the docking station. At night if
16 we take the baby into the kitchen to make a bottle, it goes off. While
17 sleeping at night, the Owlet constantly goes off with false readings. It
18 also goes off at night saying that the sock has been disconnected, but
19 it is still perfectly secured onto our sons foot. It is very frustrating
20 that this device is so expensive and is not near as accurate as it should
21 be for the price. The Owlet is supposed to give you peace of mind,
22 but in reality it just freaks my husband and I out. We jump up to
23 check on our baby, and he is sound asleep. This is not something that
24 has happened a couple of time here and there, the Owlet goes off
25 several times a night at our house. Some people love it, but
26 unfortunately for us it has been a waste of money and we are very
27 unsatisfied with this product.
- 28 d. Loved the idea. Worked great for two nights and then the false alarms
started. Would have false alarms or disconnections more often than
not. Scary and anxiety provoking to see an alarm that says "low
pulse" only to find your baby ticking away at 130 beats/min. I called
and discovered the false alarms were due to too much movement.
That's fine, except when it happens over and over again. They sent
me a replacement monitor for the issue (as well as other issues we
were having). This also did not solve the problem. Pulse oximeters in
the hospital also have false alarms all the time, not sure why I thought
this would be any different.
- e. I was getting low heart rate false alarms so I changed sock sizes. Now
we get up to 5 alarms a night that the sock can't get a reading or is
disconnected. I have followed all the directions and tried
troubleshooting. I've done research and changed the sock sizes. I've
reached out to customer support but have yet to resolve the issue.

1 Unfortunately I can't use this great product because the false alarms
wake my baby and family up throughout the night.

- 2 f. My monitor only worked for 1 month, and during that time it seemed
3 to disconnect often sounding false alarm. I-phone app never seemed
4 to function properly. After 1 month of use, monitor would disconnect
5 from base every 15- 30 minutes waking my son when alert played.
6 After sever back and forth conversations with tech support I was
7 mailed a new foot monitor, not base. I followed all instructions tech
8 support gave me. New monitor still will not connect to base. I was
9 told I needed to deal with master tech support. I waited several
weeks, sent several emails and told master techs were very busy.
After more than 2 weeks I get an email that says I just need to unplug
it and wait a minute before rep lugging it in. Seriously? Like that was
not the first thing we had tried? I was so excited about this product
and hoped it would amazing- but it ended up being a lot of hassle and
a big waste of time and money:(

10 **Reviews “submitted 2 years ago” to OwletCare.com (exact dates known to**
11 **Owlet but not publicly available)**

- 12 g. I purchased the owlet because my daughter came 6 weeks early,
13 spending quite some time in the NICU. Within the first 2 months, the
14 alarm went off frequently. Frantically jumping up to check on the
15 baby. It would alternate from high heart rate to low heart rate. So I
16 began personally checking her pulse. It was normal. I notified owlet
17 and they say "it can be common for newborns to have some false
18 alarms." Yet that's when most parents are concerned. Relying on
19 accuracy. Then my owlet suddenly stopped working. I spent an hour
'troubleshooting with a tech. Of which no resolution, had to send
20 another monitor. Now, 2 months later, my base keeps 'losing
21 connection or asks me to reposition sock'. Again false alarms. By
22 now, I feel this product is faulty and more hassle than good. I
23 wouldn't recommend unless they can fix all "bugs".
- 24 h. Decent for a quick spot check but that's about it. The connection can't
25 travel through the walls like other security devices can. The hub
26 needs turned off if you leave the room. Can't adjust the alarm bands
27 to make them narrower. Needs trending capability. The music it plays
28 can't ever be turned off without hitting a button (like an alarm that
never ends) and only if you leave the room and don't turn off the hub.
The wiggling notification takes way too long to stabilize. The scan
rate should be at least every second whereas it appears that it's every
10 seconds or so (way too slow).
- i. I was very disappointed in the Owlet. I (thought I had) upgraded from
the Snuza Hero to the Owlet, however, quickly realized that for the
three weeks I had the Owlet I would get a false notification every
single. night. I looked at the website to ensure proper placement, I
adjusted and readjusted, I switched from the "old" sock to the new
one, I made it tight, I made it loose, I tried left foot and then right

1 foot, etc. I chatted online with people, and on the app and on the
2 phone. I watched videos, I emailed with customer service. I did
3 EVERYTHING! Once the sock sort of started working the terrible
4 Beta version of the Android App stopped working. What's the point
5 of the sock without the app? I finally decided to box it up and return
it and go back to the Snuz. Haven't had a false alarm since. That is
true peace of mind. Once I returned it I realized there was a new
version coming out, so that means that even Owlet knows their
product needs work.

- 6 j. I bought this about a week after my daughter was born. I bought it
7 mostly because she was so calm and quiet and different from my first
8 that I thought something must be wrong. I wasn't sleeping well at
9 night because I was constantly checking on her. The sock allowed me
10 to sleep between alerts but because I slept with her in the side sleeper
in the room when the alarms went off (mostly because the sock
moved on her foot or it lost wifi connection the alarm would wake
her up) I used it probably for only 2 weeks.
- 11 k. I really like the idea behind this, but I could never get it to work. The
12 sock is constantly falling off, which causes the alarm to go off and
13 wakes my baby up. Very counterproductive. If the sock isn't falling
14 off then the base station won't stay connected, or the sock won't stay
15 charged. I have had the alarm go off multiple times, (almost every
16 time I used it) but never because my baby was in any sort of danger.
The owlet has caused more stress than it has peace of mind. I have
really tried to make it work because it is such a pricey product, but I
wish I had never received one. Again, I love the idea, but
unfortunately the owlet did not meet my expectations.
- 17 l. We have been unable to set it up so that it doesn't give false alarms.
18 We finally gave up.
- 19 m. We bought this product with high hopes, tried it for several weeks,
20 and were finally forced to give up on it. We were awake so much
21 during the night responding to false alarms, hearts racing thinking our
22 baby was dying, just to find out that he was still breathing and things
23 were fine. The alarms were all due to loss of connectivity. The first
24 night we had a couple of alarms reading low oxygen, but we found
25 out how to better put the sock on and ended the false low-oxygen
26 readings. However, we were up 5-10 times per night cancelling
connectivity alarms. Talk about causing anxiety. We eventually
decided that the alarm was an electronic version of the boy who cried
wolf, and boxed it up to be returned. We have since found much
cheaper options that give us peace of mind without false alarms and
anxiety riddled nights. Sorry Owlet, I hate to write such a response
because your product is the best in theory, but your deliverance of a
functional product is lacking.
- 27 n. Extremely unhappy. Constantly says "baby is wiggling" however, my
28 daughter was sound asleep in her crib next to me, and not moving.
Constantly in and out of wifi. When I try to add my wife's phone, we

1 always encounter a problem with the device. Would not recommend.
2 Tried contacting customer support, who were unable to help me
correct the issue(s).

- 3 o. It won't connect to my house wifi and after three hours on tech
4 support they finally said "what router do you have? Oh sorry we don't
5 work with that ITS TOO ADVANCED" I've never heard anything
6 like that. Ever. "But don't worry you'll still get peace of mind, you
7 don't need the app." Bull. Without the app I have NO idea what
8 readings are happening just a green light and then false alarms. Three
9 false red alarms. The first I almost had a heart attack. After that twice
10 I've been sitting there watching him and all of a sudden the alarm
11 goes off red. He is breathing normal and his pulse is fine. If I get false
12 alarms how the heck am I supposed to have peace of mind that I don't
13 have a false green light? Total. Junk.
- 14 p. This product just did not work well for us. Too many inaccurate O2
15 readings. Our pediatrician recommended returning it.
- 16 q. I was unable to get this product to take one reading. mine was likely
17 defective
- 18 r. We used the owlet monitor with out second baby because coming
19 home from the hospital he did not sleep on his back, did not like to be
20 swaddled, and spit up with milk coming out of his nose. I work in
21 medical settings and am very familiar with pulse oxygen machines.
22 Unfortunately, we never had any luck getting the monitor in the
23 correct spot in his foot using any socks sent with it, placing it tightly
24 or loose on his foot. It went off constantly and being an infant he
25 slept in footed pj's. We would end up waking him up anyway to
26 check placement of the monitor. We actually got less sleep than
27 without it. We were very disappointed that it didn't work for us.
28 Hopefully some adjustments can be made to make this monitor more
efficient to use.
- s. We paid over \$200 for peace of mind with our baby, born in Feb.
2016. Since we bought the Owlet just after birth, we've had multiple
failures to connect to our system, constant problems with the smart
phone app, and one false red alert that scared us half to death. If I
could go back in time, I would not buy this product.
- t. My device stopped working at the 50 day mark, it made it just long
enough to go past the 45 day money back 45 day money back
guarantee. Before that we constantly had problems. It easily slipped
off setting of the alarm and waking up the baby. The device can only
be ten feet away from the base station and the app sucks. A lot of
things wrong with this and not a lot of things right. There are a lot of
better monitors out there for cheaper. Additionally, the first time I
posted this, they didn't even put it on the site. Had to call customer
service (which is bad by the way) and ask why it had not been posted.
If they don't post it this time I will report them to the BBB. I'll bet
there are many more negative post that they are not posting. Bottom

1 line, I recommend that YOU DO NOT BUY THIS PRODUCT. You
2 will be sorry if you do.

- 3 u. I'm very disappointed with the Owlet. I was so excited for this
4 product after bringing home my first baby. I set it up as directed,
5 using the step by step instructions provided by the app. When I used
6 it on my baby, it was cool when it actually worked, but typically it
7 had connectivity issues. I started with the base station in my room. I
8 thought it might be too far from the baby, so I started putting it
9 directly next to the baby's crib. Every 15 minutes or so, the blue light
10 would flash and the very loud musical alarm would sound, waking up
11 my baby. This alarm indicates a connection issue but my wifi was
12 working perfectly as usual. As a new first time mom, my sleep is
13 precious. I was awoken half of the nights I used this product, terrified
14 my baby wasn't breathing, for no reason. Complete waste of money
15 and ended up causing MORE anxiety, not a peace of mind as
16 promised. If my friends ask, I will most certainly advise them against
17 this product.
- 18 v. I really wanted to like this product. We have been trying to make it
19 work for 5 months and last night was the last night I will use it.
20 Despite trying everything recommended by the company, we still get
21 almost night "yellow" alerts which wake both us and baby up. Baby
22 gets woken up because the base station has to stay in her room
23 because the range on the base station is more like 2ft, not 10 ft as
24 claimed by Owlet. It would be really nice if the base station could
25 stay in our room so at least she wouldn't be woken up by false alarms.
26 The app is very unreliable and every time I open it I have to close it
27 again in order for it to work. Last night, although I had disabled
28 monitoring after a yellow alert at 3am, the app continued to give
yellow alerts and woke me up two more times. At that point I deleted
the app and have decided that was the last night I will use Owlet. I
believe the yellow alerts are because baby's feet are cold. We have
tried putting her in footie PJs with a sock over the Owlet and even
this does not help. We have literally tried everything and I've been in
touch with customer service multiple times and they couldn't offer a
solution.
- w. I love the idea of this product, but it doesn't work very well. I get a
yellow alert at least once a night which wakes my baby. It means the
sock isn't on correctly, which means it moves it my baby's sleep. It's
very touchy. The app also takes forever to open. And most of the time
I have to open the app, force close it and then open it again and wait
up to a minute for it to work. It's a hassle.
- x. App says our sock is not connected to the bay station so we can't
monitor vitals even though the sock is connected. It's been over 3
weeks since this has occurred. We contacted customer service who
told us there was an issue with the app and engineers were working
on it. It's quite frustrating paying good money for this product and not
being able to use all the features.

- 1 y. Was very disappointed that it didnt work correctly. Kept it for 2
2 weeks and it gave false alarms multiple times a night
- 3 z. I was really excited about this product. Unfortunately it does not
4 work for my family and I regret buying it. The alarm goes off all
5 night, saying that it is disconnected. I have stopped using it because
6 we can't get any sleep.
- 7 aa. The product is nice in theory, but really needed more beta testing and
8 re-design before bringing it to market. When the product is working,
9 it's nice - Eliminates some of the worry when you fall asleep at night,
10 knowing if baby's heart rate or oxygen level is low, you will receive a
11 wake-up alarm. The problem though is that it is frustratingly difficult
12 to put on, and frequently (sometimes multiple times per hour) gives
13 off a "difficulty getting reading" alarm, which basically means the
14 product is not working correctly multiple times per hour. Difficulty
15 Putting Sock On: *Velcro on strap is placed too close to loop that
16 holds end of velcro strap in place, thus when baby is kicking legs
17 (which he does when you are trying to put something uncomfortable
18 like the Owlet sock on his foot), it may take five minutes (sometimes
19 more) to get the sock on his foot. *Pattern design for the sock fabric
20 was poorly designed - seam across toe on size 2 and up socks places
21 the sensor mechanism too close to the baby's toes, so monitor doesn't
22 pick up. I finally solved the problem by cutting a hole across the
23 seam that runs across the edge of the toes, thus making it possible for
24 the monitor to actually rest on top of the foot instead of on top of the
25 toes. Difficulty Reading Alarm *Likely caused by poor sock design
26 (as described above), which places sensor on top of toes instead of on
27 top of foot, or *Clear plastic piece inside sock frequently bunches up
28 (has happened on multiple socks); Once this happens, the difficulty
reading alarm starts sounding. This becomes a major pain, especially
if you have already put the baby in a one piece pajama sleeper or a
swaddle, because to adjust the sock, you have to take off the swaddle
(wakes the baby up and triggers him to want to feed again, and to
cry), or take off the pajamas (which also wakes the baby up and
triggers him to want to feed again and to cry). Overall: Good in
theory, but sock needs lots of re-design.
- bb. The owlet monitor and base never worked the way they were
supposed to. My son has slept through the night since he was a week
old (my first didn't STTN until he was 4 years old so this wasn't
something I expected). The fact that he sleeps so deeply has always
been a major concern so my boyfriend and I get up and check on him
constantly. When we read about the Owlet we HAD to get it since it
pretty much guarantees peace of mind. Unfortunately the first night
we used it we got 6 yellow alarms in a 3 hour span. It's been the same
thing every night since. We even lowered to sensitivity and the
alarms don't stop. We ended up turning it off and going back to
carefully checking on our son throughout the night (for free!).
- cc. I really like the thought of this monitor and in theory it should help
you rest easy, but I find myself getting more yellow alerts and adjust

1 sock notifications then I do actual readings. Which causes me to
2 worry more, I find myself waking up to make sure the sock is reading
3 correctly. I follow the directions and sock placement for the newborn
4 sock and it doesn't seem to help anything. Fidgeting with the foot of
5 a newborn can only last so long before you disturb them. I want to
6 really like this, I'm hoping the different size socks get better readings,
7 but if not then it would be a waste of money. Unfortunately we won't
8 know until my baby grows into the size 1 sock.

9 dd. I returned my owlet because I had too many false red alarms causing
10 me more anxiety. Also returned because my son has GERD where he
11 chokes on his spit up at night and the owlet stops working when baby
12 moves so if he was actually in distress and choking he would kick his
13 legs initially making the owlet inactive which defeated the purpose I
14 bought it for.

15 ee. I wanted to love this product, but for the price it's a rip off. It's really
16 buggy and still needs to be refined. The sock has to be perfectly
17 placed or it'll stop working. Also if your baby moves slightly, it'll say
18 they are wiggling and won't give a reading. Finally the range from the
19 base is TERRIBLE, and disconnects when venturing slightly away.
20 But when it does work, we feel immensely safer. Owlet still has a ton
21 of work to do before charging that much.

22 **Reviews on Amazon.com, an authorized retailer for the Smart Sock:**

23 ff. 12/1/2015 My friend bought this yesterday and it's not working as we
24 expected. FALSE ALERT is ringing all the time.

25 gg. 3/22/2016 This product is not ready for market. Obviously rushed
26 into production. Socks are designed poorly. We tried all the sizes and
27 tried putting other socks over and anything and everything to try to
28 get the monitor to stay on. The sock came off every night. Set up is a
pain. Very difficult to use. Lots of false alarms. I would have returned
it quietly but then they make you jump through hoops to try and
return it. They make it very difficult to return. Don't bother even
trying this product. It'll take you a month to get your money back.

hh. 5/21/2016 I bought the item a little over two weeks ago. The item
was a waste of \$300.00 Kept giving false alarms everyone the
baby kicked or moved his feet or all you'd get is a baby kicking
message... As a nurse who works in pediatrics.... I know they make
better disposable O2 sensors that wrap around the baby's toe and
don't have problems disconnecting every time a baby moves its
foot..... So by comparison this is a poorly made concept when you
can get better disposable sensors that don't disconnect.... If my wife
hadn't thrown the box away.... I would've returned it and got my
\$300.00 back. We bought the Snuza breathing monitor for only
\$99.00 and it's 100% more reliable.

ii. 7/14/2016 Overall, as many have said, this seems like a prototype.
Great idea, terrible execution, rushed to market at an unjustifiable

1 price because investors were starting to get nervous. I don't want to
2 pay \$250 to be their beta tester.

3 jj. 9/1/2016 I REALLY needed peace of mind and for this to work. It
4 didn't. Not only did the blue alert (not monitoring) went off every
5 half hour, the most important alert, red alarm, went off all the time.
6 Mind you, my son was in the PICU so his oxygen levels were 100%.
7 This freaked me out so I went back to the doctor. We had the owlet
8 on his foot and he was monitored on the H2o levels in the hospital
9 and sure enough, the owlet kept showing 82, 84, and then red alert
10 while the machine with the doctor was 100% to sometimes hitting
11 99%. Sooooooo mad and I'm so completely exhausted right now from
12 the lack of sleep this owlet has caused not just me who hasn't slept,
13 but my entire family with these damn FALSE alerts. I've been to the
14 live chat for help on three occasions and each time it was another
15 waist of time and no help. I've never written a review and I hope to
16 never again. This is how upset and angry I am with this device. My
17 poor son

18 kk. 9/13/2016 If I could give this item a 0 star I would. Does not connect
19 to wifi, terrible customer service, was difficult to return. Also, after
20 ordering it i was told by many medical experts that devices such as
21 these are dangerous since they cause unncesary panic and anxiety
22 since they go off on false alarms

23 ll. 10/9/2016 Missing some major features that are obvious. Multiple
24 false positives... and our peditrician informed us after buying the
25 product that the red alert is not configured to standards and cannot be
26 changed. Therefore it will keep you up all night and your child is ok.

27 mm. 10/10/2016 After all, this product made us more paranoid than
28 necessary, in the critical time of raising a child. It gave multiple false
alarms at 3 am in the morning.

nn. Now we're tainted forever that our child MIGHT go out of Oxygen or
have high heart rate.

oo. 10/14/2016 I really wanted to like this unit, their customer service is
great. But we had false alarms at least once a night. Owlet tried
everything to replace but still had the same issues.

pp. 11/18/2016 By the time I got the Owlet working after 15 or so errors
saying the base station was disconnected, the sock wasn't getting a
reading or simply failing to try to take a reading at all (corrected by
unplugging the base station and plugging it back in), my baby was
awake and all I got was "<your child>'s wiggling." Awful setup,
confusing readout, horrible bluetooth range, and buggy product. With
these errors, how can I trust the readout whenever it does give one?

qq. 12/26/2016 Ordered for our preemie to use when we brought her
home a month early, but was too small. Bought every sock they
offered and got false alarms way too often and didn't end up using

1 this at all. Careful, they offer a 45 day guarantee, which means it's out
2 of warranty a week after you bring her home. Expensive paper weight

3 rr. 1/2/2017 I wanted this sock to work so bad. The first red false alarm
4 we had, my husband woke up and ran to the room bawling, thinking
5 our baby was dead. Then, it worked for a while. Lately, we have
6 gotten 3-4 red alarms each night. I keep repositioning the sock and
7 always have another sock on top of it to keep it in place. Last night I
8 was so frustrated that I turned the sock off and then couldn't sleep at
9 all worried about my baby. It causes so much anxiety.

10 ss. 1/14/2017 We also get those two alarms on a fairly regular basis and
11 they seem to be false alarms. So that's annoying. At the end of the
12 day, I guess I'm glad we have it, but I don't actually trust that the
13 pulse of alarm is accurate or that I would get the alert in a timely
14 fashion. I wouldn't recommend people spend this much money on a
15 piece of technology that still needs A LOT of work.

16 tt. 1/23/2017 If you want to be awoken multiple times a night by false
17 alarms, feel free to buy this product.

18 uu. 1/28/2017 The yellow alert (meaning that the sock is experiencing
19 difficulty getting a good read of your baby's vitals) goes off every
20 single night! We've had this for 6 months now, they've sent us 3 new
21 sock electronics, one new base station, and 2 new fabric socks and
22 the thing still goes off every single night. When we contact customer
23 service, they are always super nice, but this is a lousy product. We
24 even had a "sock fitting expert" take a look at how we are putting this
25 on our baby, and nothing prevents this alert from going off. Our baby
26 sleeps through the night, so we would be getting a full night's sleep if
27 it weren't for this product jolting us awake at night, practically giving
28 us a heart attack. Don't waste your money.

vv. 3/4/2017 They won't be in business long so what goes around.... Look
at all the bad reviews in the App Store and other places plus it false
alarms all the time.

ww. 3/16/2017 I only get two messages from this contraption: the
baby is wiggling or improper sock placement. My preconceived
notion of gimmickry is confirmed. Great idea, not great product.

xx. 5/28/2017 Oxygen levels were always in the low 80s. Our baby is
healthy, the readings were wrong. After several false alarms we
stopped using this \$ 300,- junk and returned it. When we made a
Google search for "Owlet reviews" almost all of them were from the
Owlet website (of course, all of them in the 5 star range....) no
Amazon reviews would show up. We are pretty sure that this
company knows how to hide the problems of this product. When we
called we were asked if we had the "old design" or the "new design"
socks. What we understand is that the manufacturer redesigned the
socks for some reason....

1 yy. 9/28/2017 I really wanted to love this monitor. The first one they sent
2 had a faulty wifi chip. The second one they sent, the sensor died. I
3 have spent over 3 hours on the phone with tech support since I've
4 purchased this, and am now waiting on back order for a new sensor.
5 Too many technical issues to be reliable.

6 zz. 10/7/2017 If the sock moves even slightly, it continues measuring the
7 pulse, but the O2 readings drop, leading to a red alert. This happened
8 twice on two different nights. We're already sleep-deprived. We don't
9 need false alarms waking us up even more. One thing that seems to
10 have helped is placing a regular sock on top of the Owlet sock to
11 keep it in place. I'm sorry, but for \$300, the sock ought to stay in
12 place.

13 aaa. 10/7/2017 I really wanted to like this product. I read a lot about
14 it before I purchased it for my 2 week old baby. The first night I put it
15 on my baby's foot, I received a red alert for oxygen levels 5 minutes
16 after laying her down. She sleeps in her bassinet next to my bed, but I
17 was still having problems sleeping because I felt the need to check on
18 her every little while to make sure she was breathing. Obviously this
19 did not ease my anxiety at all... which is the only reason I bought this
20 monitor in the first place. I messed with the sock for about a week,
21 made sure I was using the correct size, etc and never got an alert for
22 the sock falling off or being out of position. I put the sock on her
23 when she was awake and alert, and it would still alert for low oxygen
24 levels after just a few minutes. I spoke with my pediatrician and she
25 is perfectly healthy and her oxygen levels are not even below 97%
26 when being tested with equipment at the hospital. Needless to say,
27 my pediatrician is not a fan of these monitors because they can alert
28 you of a problem when there isn't one. I would be ok of it was once in
awhile, I would rather it alert me of a problem that isn't there than the
alternative, but every 5-10 minutes just wasn't going to work for me. I
returned this item and I will have to continue checking on her. I will
probably stick with an audio/video monitor in the future.

bbb. 10/23/2017 I bought my Owlet when my son was 6 months old
and was its biggest fan. It worked great and I got few alarms for poor
foot contact. One day while plugging it in, the pins bent. I called the
company and they shipped me a replacement unit, which within 2
weeks was giving yellow alerts CONSTANTLY. I harangued
customer service, they would not repair my original unit ("that won't
be an option") or tell me any companies that could repair it. They
would not exchange my replacement unit for another because "it is
not defective." They stated that my son's foot was too long, asked for
pictures, then stated that it was because his foot was too fat, but the
foot being too fat should not cause alarms (what?!) and they were
"sad with me" that my baby "has outgrown Owlet" at ten months of
age. Since then my son has suffered a seizure and I suffer extreme
anxiety that he will have another one during the night. I try to use the
Owlet but within 2 minutes of being switched on, it will give a
yellow alarm for poor foot contact, even if I have made it exceedingly
tight. When it works, it's wonderful - but it doesn't work. I am

1 frustrated, stressed, anxious, the mother of a child with a health
2 condition and the owner of this extremely expensive monitor that I
3 can't even use to keep watch over him. I wish I could recommend this
4 product, I cannot.

5 ccc. 11/7/2017 Gave us false readings and cost a night in the
6 hospital.

7 ddd. 11/10/2017 The idea is good, but ours must have had a glitch.
8 Every single night without fail at 2am, the alarm would start going
9 off and we would panic and run to our baby and he was fine. After 6
10 nights of this, and making sure we 100% had the sock on the right
11 way, we determined that we don't want a product that cried wolf. We
12 talked to our doctor and he said that these products aren't very
13 accurate anyway and it is best if we got rid of it.

14 eee. 3/12/2018 This was an expensive device and would be worth
15 the money if it worked reliably. When we first tried using it we got
16 disconnect notices all the time despite our internet seeming to be
17 working fine. If the base was upstairs and I took baby down stairs, it
18 definitely wasn't going to work. When baby started sleeping in her
19 room instead of ours we tried it again, with the base next to our bed,
20 but being down the hall about half the distance it's suppose to cover,
21 it would constantly go off. Now that we have the base in her room,
22 the app keeps saying it's unable to connect to the base... so I can't get
23 a reading, which means I can't get the promised reassurance. It's
24 been doing this for a week and they keep telling me they are aware of
25 the app issue and working on it but don't have an expected fix date.
26 It's been one frustration after another. I'd rather have my money for
27 something else.

28 fff. 10/16/2017 The charge/sensor on this product stopped working for
the 2nd time. This already happened once and it was a 2 week ordeal
to get a new replacement part. Now, the exact same thing happened
again a couple of months later and they want to waste our time
"troubleshooting" what is clearly a cheaply made piece of junk before
yet again sending another replacement part (which will no doubt stop
working again). Extremely frustrating experience.

ggg. 3/24/2018 Great idea but way too many issues. We had to get a
replacement after the first one had issues. The second one continued
to have the same issues. Sock displacement would go off three times
in the middle of the night, app disconnected from base station would
appear, and the WiFi would disconnect. These issues would
continuously wake us up and our baby. We checked our router and
the placement of the sock; everything was fine. Customer service was
nice but gave no solution other than their engineers are working on
the problem. I would highly recommend going with another product.

hhh. 4/7/2018 We had high hopes for this product. Unfortunately
frequent false alarms don't allow quality sleep. When we contacted
customer service about getting a replacement we were told since 45

1 days had passed, we were out of luck. I would not recommend this
product. In theory it is great, in reality it is useless.

2 41. Despite these numerous complaints, Owlet has actively
3 misrepresented the accuracy and performance capabilities of the Smart Sock to
4 Plaintiffs and Class Members prior to the time of purchase to deceive its
5 customers into believing the Smart Socks will perform reliably and are worth the
6 high cost for the product.

7 42. Plaintiffs are informed and believe, and based thereon allege, that
8 before Plaintiffs purchased their Owlet Smart Socks, Owlet knew about the
9 performance and accuracy issues through sources not available to consumers,
10 including pre-release testing data, early consumer complaints, high failure rates
11 and replacement part sales data, and other internal sources, including warranty
12 data and private messages via social media and calls placed to customer support.

13 43. If Plaintiffs and Class Members knew about Owlet's
14 misrepresentations and omissions regarding the accuracy and performance
15 capabilities of the Smart Socks, facts that are material to consumers, Plaintiffs and
16 Class Members would not have purchased the Smart Socks or would have paid
17 much less for them.

18 44. Because of their reliance on Owlet's deceptive marketing and
19 labeling practices, purchasers of the Owlet Smart Socks suffered an ascertainable
20 loss of money, property, and/or value of their monitors, including, but not limited
21 to, out-of-pocket costs incurred in purchasing the overvalued monitors in addition
22 to a traditional baby monitor. Additionally, because of Owlet's deceptive
23 marketing and labeling practices, Plaintiffs and Class Members were harmed and
24 suffered actual damages in that their Owlet Smart Sock is substantially certain to
25 malfunction before its expected useful life has run.

26 45. As the intended, direct, and proximate result of Owlet's false,
27 misleading, and deceptive representations and omissions, Owlet has been unjustly
28

1 enriched through more sales of Smart Socks and higher profits at the expense of
2 Plaintiffs and the Class Members.

3 CLASS ALLEGATIONS

4 46. Plaintiffs bring this lawsuit as a class action on behalf of themselves
5 and all others similarly situated as members of the proposed Class pursuant to
6 pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), 23(b)(3), and
7 23(c)(4). This action satisfies the numerosity, commonality, typicality, adequacy,
8 predominance, and superiority requirements of those provisions.

9 47. The Class and Sub-Class are defined as:

10 **Nationwide Class:** All individuals in the United States
11 who purchased an Owlet Smart Sock (the “Nationwide
12 Class” or “Class”).

13 **California Sub-Class:** All members of the Nationwide
14 Class who purchased an Owlet Smart Sock in the State
15 of California.

16 **CLRA Sub-Class:** All members of the California Sub-
17 Class who are “consumers” within the meaning of
18 California Civil Code § 1761(d).

19 **Implied Warranty Sub-Class:** All members of the
20 Nationwide Class who purchased their Ninja Stacked
21 Blade Blender in the State of California.

22 48. Excluded from the Class and Sub-Classes are: (1) Defendant, any
23 entity or division in which Defendant has a controlling interest, and their legal
24 representatives, officers, directors, assigns, and successors; (2) the Judge to whom
25 this case is assigned and the Judge’s staff; (3) any Judge sitting in the presiding
26 state and/or federal court system who may hear an appeal of any judgment
27 entered; and (4) those persons who have suffered personal injuries as a result of
28 the facts alleged herein. Plaintiffs reserve the right to amend the Class and Sub-
Class definitions if discovery and further investigation reveal that the Class and
Sub-Class should be expanded or otherwise modified.

1 49. Numerosity: Although the exact number of Class Members is
2 uncertain and can only be ascertained through appropriate discovery, the number
3 is great enough such that joinder is impracticable. The disposition of the claims of
4 these Class Members in a single action will provide substantial benefits to all
5 parties and to the Court. The Class Members are readily identifiable from
6 information and records in Defendant's possession, custody, or control.

7 50. Typicality: Plaintiffs' claims are typical of the claims of the Class in
8 that Plaintiffs, like all Class Members, was deceived by Owlet's omissions
9 regarding the Smart Sock's accuracy and reliability and experienced issues
10 relating to the Smart Sock's inaccuracies and design flaws after purchase. The
11 representative Plaintiffs, like all Class Members, have been damaged by
12 Defendant's misconduct in that they have incurred the over-valued costs of
13 purchasing an Owlet Smart Sock for a premium price in reliance on Owlet's
14 omissions. Furthermore, the factual bases of Owlet's misconduct are common to
15 all Class Members and represent a common thread resulting in injury to all Class
16 Members.

17 51. Commonality: There are numerous questions of law and fact
18 common to Plaintiffs and the Class that predominate over any question affecting
19 only individual Class Members. These common legal and factual issues include
20 the following:

- 21 a. Whether Owlet misrepresented and/or failed to disclose material facts
22 concerning its Owlet Smart Sock;
- 23 b. Whether Owlet's conduct was unlawful, unfair and/or deceptive;
- 24 c. Whether Owlet has a duty to disclose the true nature of the Owlet
25 Smart Sock;
- 26 d. Whether Plaintiffs and other Class Members are entitled to equitable
27 relief, including but not limited to a preliminary and/or permanent
28 injunction;

- 1 e. Whether Plaintiffs and other Class Members are entitled to damages;
- 2 f. Whether Defendant knew or reasonably should have known of its
- 3 deceptive omissions relating to the Smart Sock; and
- 4 g. Whether Defendant is obligated to inform Class Members of their
- 5 right to seek reimbursement for having paid for the Owlet Smart Sock
- 6 in reliance on Defendant's misrepresentations and omissions.

7 52. Adequate Representation: Plaintiffs will fairly and adequately
8 protect the interests of the Class Members. Plaintiffs have retained attorneys
9 experienced in the prosecution of class actions, including consumer and deceptive
10 advertising class actions, and Plaintiffs intends to prosecute this action vigorously.

11 53. Predominance and Superiority: Plaintiffs and Class Members have
12 all suffered and will continue to suffer harm and damages as a result of
13 Defendant's unlawful and wrongful conduct. A class action is superior to other
14 available methods for the fair and efficient adjudication of the controversy.
15 Absent a class action, most Class Members would likely find the cost of litigating
16 their claims prohibitively high and would therefore have no effective remedy at
17 law. Because of the relatively small size of the individual Class Members' claims,
18 it is likely that only a few Class Members could afford to seek legal redress for
19 Defendant's misconduct. Absent a class action, Class Members will continue to
20 incur damages, and Defendant's misconduct will continue without remedy. Class
21 treatment of common questions of law and fact would also be a superior method to
22 multiple individual actions or piecemeal litigation in that class treatment will
23 conserve the resources of the courts and the litigants and will promote consistency
24 and efficiency of adjudication.

25 **FIRST CAUSE OF ACTION**

26 **(Violation of California's Consumers Legal Remedies Act, California Civil**
27 **Code § 1750, et seq.)**

1 54. Plaintiffs incorporate by reference the allegations contained in each
2 and every paragraph of this Complaint.

3 55. Plaintiffs bring this cause of action on behalf of themselves and on
4 behalf of the members of the CLRA Sub-Class.

5 56. Defendant is a “person” as defined by California Civil Code §
6 1761(c).

7 57. Plaintiffs and CLRA Sub-Class Members are “consumers” within the
8 meaning of California Civil Code § 1761(d) because they bought the Owlet Smart
9 Sock for personal use.

10 58. By failing to disclose to Plaintiffs and prospective Class Members
11 and concealing the true and actual nature, quality, and characteristics of the Owlet
12 Smart Sock, Defendant violated California Civil Code § 1770(a), as it represented
13 that Owlet Smart Socks had characteristics and benefits that they do not have,
14 represented that Owlet Smart Socks were of a particular standard, quality, or grade
15 when they were of another, and advertised Owlet Smart Socks with the intent not
16 to sell them as advertised. See Cal. Civ. Code §§ 1770(a)(5)(7) & (9).

17 59. Defendant’s unfair and deceptive acts or practices occurred
18 repeatedly in Defendant’s trade or business and were capable of deceiving a
19 substantial portion of the purchasing public.

20 60. Defendant knew the Owlet Smart Socks did not possess the
21 characteristics and benefits as represented and were not of the particular standard,
22 quality or grade as represented.

23 61. As a result of their reliance on Defendant’s representations and
24 omissions, Class Members suffered an ascertainable loss of money, property,
25 and/or value of their Owlet Smart Socks.

26 62. Defendant was under a duty to Plaintiffs and Class Members to
27 disclose the true and actual nature of the Owlet Smart Socks because:
28

- 1 a. Defendant was in a superior position to know the true nature of the
2 Owlet Smart Socks;
- 3 b. Plaintiffs and Class Members could not reasonably have been
4 expected to know about the accuracy and reliability issues inherent in
5 the Owlet Smart Socks; and
- 6 c. Defendant knew that Plaintiffs and Class Members could not
7 reasonably have been expected to know about the accuracy and
8 reliability issues inherent in the Owlet Smart Socks.

9 63. In failing to disclose the true nature of the Owlet Smart Socks,
10 Defendant knowingly and intentionally concealed material facts and breached its
11 duty not to do so.

12 64. The facts Defendant concealed from or misrepresented to Plaintiffs
13 and Class Members are material in that a reasonable consumer would have
14 considered them to be important in deciding whether to purchase the Owlet Smart
15 Socks or pay less. If Plaintiffs and Class Members had known about the accuracy
16 and reliability issues described herein, they would not have purchased the Owlet
17 Smart Socks or would have paid less for them.

18 65. Plaintiffs and Class Members are reasonable consumers who expect
19 manufacturers, like Owlet, to provide accurate and truthful representations
20 regarding the safety, accuracy, and design features of their products. Further,
21 reasonable consumers, like Plaintiffs, rely on the representations made by
22 manufacturers regarding the safety, accuracy, and design features in determining
23 whether to purchase and consider that information important to their purchase
24 decision.

25 66. As a direct and proximate result of Defendant's unfair methods of
26 competition and/or unfair and deceptive practices, Plaintiffs and the Class have
27 suffered and will continue to suffer actual damages.

28 67. Plaintiffs and the Class are entitled to equitable relief.

1 68. Plaintiffs provided Defendant with notice of its violations of the
2 CLRA pursuant to California Civil Code § 1782(a). Because Defendant failed to
3 provide appropriate relief for their violations of the CLRA within 30 days,
4 Plaintiffs seek monetary, compensatory, and punitive damages, in addition to
5 injunctive and equitable relief.

6 **SECOND CAUSE OF ACTION**

7 **(Violation of California Business & Professions Code § 17200 *et seq.*)**

8 69. Plaintiffs incorporate by reference the allegations contained in each
9 and every paragraph of this Complaint.

10 70. Plaintiffs bring this cause of action on behalf of themselves and on
11 behalf of the Nationwide Class, or in the alternative, on behalf of themselves and
12 on behalf of the California Sub-Class.

13 71. As a result of their reliance on Defendant’s misrepresentations and
14 omissions, Class Members suffered an ascertainable loss of money, property,
15 and/or value of their Owlet Smart Socks.

16 72. California Business & Professions Code § 17200 prohibits acts of
17 “unfair competition,” including any “unlawful, unfair or fraudulent business act or
18 practice” and “unfair, deceptive, untrue or misleading advertising.”

19 73. Plaintiffs and Class Members are reasonable consumers who expect
20 manufacturers, like Owlet, to provide accurate and truthful representations
21 regarding the safety, accuracy, and design features of their products. Further,
22 reasonable consumers, like Plaintiffs, rely on the representations made by
23 manufacturers regarding the safety, accuracy, and design features in determining
24 whether to purchase and consider that information important to their purchase
25 decision.

26 74. In failing to disclose and actively misrepresenting the true nature of
27 the Owlet Smart Socks, Defendant has knowingly and intentionally concealed
28 material facts and breached its duty not to do so.

1 75. Defendant was under a duty to Plaintiffs and Class Members to
2 disclose the true and actual nature of the Owlet Smart Socks because:

- 3 a. Defendant was in a superior position to know the true nature of the
4 Owlet Smart Socks;
5 b. Defendant made partial representations about the Owlet Smart Socks
6 without revealing the material information needed to determine
7 whether to purchase; and
8 c. Defendant actively concealed the true nature of the Owlet Smart
9 Socks from Plaintiffs and the Class.

10 76. The facts Defendant concealed from or misrepresented to Plaintiffs
11 and Class Members are material in that a reasonable consumer would have
12 considered them to be important in deciding whether to purchase Owlet Smart
13 Socks or pay less. If Plaintiffs and Class Members had known about the accuracy
14 and reliability issues described herein, they would not have purchased the Owlet
15 Smart Socks or would have paid less for them.

16 77. Defendant's conduct was and is likely to deceive consumers.

17 78. Defendant's acts, conduct and practices were unlawful, in that they
18 constituted:

- 19 a. Violations of California's Consumers Legal Remedies Act;
20 b. Violations of California's False Advertising Law;
21 c. Violations of the Song-Beverly Consumer Warranty Act; and
22 d. Violations of the Magnuson-Moss Warranty Act.

23 79. By its conduct, Defendant has engaged in unfair competition and
24 unlawful, unfair, and fraudulent business practices.

25 80. Defendant's unfair or deceptive acts or practices occurred repeatedly
26 in Defendant's trade or business and were capable of deceiving a substantial
27 portion of the purchasing public.
28

1 81. As a direct and proximate result of Defendant's unfair and deceptive
2 practices, Plaintiffs and the Class have suffered and will continue to suffer actual
3 damages.

4 82. Defendant has been unjustly enriched and should be required to make
5 restitution to Plaintiffs and the Class pursuant to §§ 17203 and 17204 of the
6 Business & Professions Code.

7 **THIRD CAUSE OF ACTION**

8 **(Breach of Implied Warranty Pursuant to Song-Beverly**

9 **Consumer Warranty Act, California Civil Code §§ 1792 and 1791.1, *et seq.*)**

10 83. Plaintiffs incorporate by reference the allegations contained in each
11 and every paragraph of this Complaint.

12 84. Plaintiffs bring this cause of action against Defendant on behalf of
13 themselves and on behalf of the members of the Implied Warranty Sub-Class.

14 85. Defendant was at all relevant times the manufacturer, distributor,
15 warrantor, and/or seller of the Owlet Smart Sock. Defendant knew or had reason
16 to know of the specific use for which the Owlet Smart Sock were purchased.

17 86. Defendant provided Plaintiff and Class Members with an implied
18 warranty that the Owlet Smart Socks are merchantable and fit for the ordinary
19 purposes for which they were sold. However, the Owlet Smart Socks are not fit
20 for their ordinary purpose in that they suffer from design flaws that cause, among
21 other problems, frequent and unnerving false alarms throughout the night,
22 inaccurate readings, and complete failure to detect and alert to abnormal oxygen
23 levels and heart rates.

24 87. Defendant impliedly warranted that the Owlet Smart Socks were of
25 merchantable quality and fit for such use. This implied warranty included,
26 among other things: (i) a warranty that the Owlet Smart Socks were
27 manufactured, supplied, distributed, and/or sold by Owlet were safe and reliable;
28 and (ii) a warranty that the Owlet Smart Socks would be fit for their intended use

1 during operation.

2 88. Contrary to the applicable implied warranties, the Owlet Smart
3 Socks, at the time of sale and thereafter, were not fit for their ordinary and
4 intended purpose of providing Plaintiffs and Class Members with a reliable and
5 accurate baby monitor that tracks oxygen saturation and heart rate levels and
6 alerts parents to any abnormalities. Instead, the Owlet Smart Socks do not
7 operate as advertised, including, without limitation, the frequent and unnerving
8 false alarms throughout the night, inaccurate readings, and complete failure to
9 detect and alert to abnormal oxygen levels and heart rates.

10 89. The alleged accuracy and reliability issues are inherent in Owlet
11 Smart Sock and was present in each Smart Sock at the time of sale.

12 90. As a result of Defendant's breach of the applicable implied
13 warranties, purchasers of the Owlet Smart Sock suffered an ascertainable loss of
14 money, property, and/or value of their baby monitors, including, but not limited
15 to, the out-of-pocket costs incurred in purchasing the overvalued and ineffective
16 Owlet Smart Sock.

17 91. Additionally, as a result of Owlet's deceptive marketing and
18 labeling practices, Plaintiffs and Class Members were harmed and suffered
19 actual damages in that their Owlet Smart Sock are substantially certain to fail
20 and consistently malfunction before the expected useful life has run.

21 92. Defendant's actions, as complained of herein, breached the implied
22 warranty that the Owlet Smart Socks were of merchantable quality and fit for
23 such use in violation of California Civil Code §§ 1792 and 1791.1.

24 **FOURTH CAUSE OF ACTION**
25 **(Breach of Implied Warranty under the Magnuson-Moss Warranty Act,**
26 **15 U.S.C. § 2303 et seq.)**

27 93. Plaintiffs incorporate by reference the allegations contained in each
28 and every paragraph of this Complaint.

1 94. Plaintiffs bring this cause of action on behalf of themselves and on
2 behalf of the Nationwide Class, or, in the alternative, on behalf of the Implied
3 Warranty Sub-Class, against Defendant.

4 95. The Owlet Smart Socks are a “consumer product” within the
5 meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

6 96. Plaintiffs and Class Members are “consumers” within the meaning
7 of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

8 97. Defendant is a “supplier” and “warrantor” within the meaning of the
9 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

10 98. Owlet impliedly warranted that the Owlet Smart Socks were of
11 merchantable quality and fit for such use. This implied warranty included,
12 among other things: (i) a warranty that the Owlet Smart Socks were
13 manufactured, supplied, distributed, and/or sold by Owlet were safe and reliable;
14 and (ii) a warranty that the Owlet Smart Socks would be fit for their intended use
15 during operation.

16 99. Contrary to the applicable implied warranties, the Owlet Smart
17 Socks, at the time of sale and thereafter, were not fit for their ordinary and
18 intended purpose of providing Plaintiffs and Class Members with a reliable and
19 accurate baby monitor that tracks oxygen saturation and heart rate levels and
20 alerts parents to any abnormalities. Instead, the Owlet Smart Socks do not
21 operate as advertised, including, without limitation, the frequent and unnerving
22 false alarms throughout the night, inaccurate readings, and complete failure to
23 detect and alert to abnormal oxygen levels and heart rates.

24 100. Defendant’s breach of implied warranties has deprived Plaintiffs
25 and Class Members of the benefit of their bargain.

26 101. The amount in controversy of Plaintiff’s individual claims meets or
27 exceeds the sum or value of \$25,000. In addition, the amount in controversy
28 meets or exceeds the sum or value of \$50,000 (exclusive of interests and costs)

1 computed on the basis of all claims to be determined in this suit.

2 102. Defendant has been afforded a reasonable opportunity to cure its
3 breach, including customer complaints posted online and submitted to Defendant
4 by Class Members since 2015.

5 103. As a direct and proximate cause of Defendant's breach of implied
6 warranties, Plaintiffs and Class Members sustained damages and other losses in
7 an amount to be determined at trial. Defendant's conduct damaged Plaintiffs and
8 Class Members, who are entitled to recover actual damages, consequential
9 damages, specific performance, diminution in value, costs, attorneys' fees,
10 and/or other relief as appropriate.

11 104. As a result of Defendant's violations of the Magnuson-Moss
12 Warranty Act as alleged herein, Plaintiffs and Class Members have incurred
13 damages.

14 **FIFTH CAUSE OF ACTION**

15 **(For Unjust Enrichment)**

16 105. Plaintiffs incorporate by reference the allegations contained in each
17 and every paragraph of this Complaint.

18 106. Plaintiffs bring this cause of action on behalf of themselves and on
19 behalf of the Nationwide Class, or, in the alternative, on behalf of the California
20 Sub-Class, against Defendant.

21 107. As a direct and proximate result of Defendant's failure to disclose
22 known design flaws, Defendant has profited through the sale of said baby
23 monitors. Although these baby monitors can be purchased through Defendant's
24 agents, the money from the sales flows directly back to Defendant.

25 108. Defendant has therefore been unjustly enriched due to the known
26 performance and accuracy deficiencies in the Owlet Smart Sock through the use
27 of funds that earned interest or otherwise added to Defendant's profits when said
28 money should have remained with Plaintiffs and Class Members.

1 109. As a result of the Defendant's unjust enrichment, Plaintiffs and
2 Class Members have suffered damages.

3 **RELIEF REQUESTED**

4 110. Plaintiffs, on behalf of themselves, and all others similarly situated,
5 request the Court to enter judgment against Defendant, as follows:

- 6 a. An order certifying the proposed Class and Sub-Classes, designating
7 Plaintiffs as named representatives of the Class, and designating the
8 undersigned as Class Counsel;
- 9 b. An order enjoining Defendant from further deceptive advertising,
10 sales, and other business practices with respect to its omissions
11 regarding the Owlet Smart Socks;
- 12 c. A declaration requiring Defendant to comply with the various
13 provisions of the Song-Beverly Act alleged herein and to make all the
14 required representations;
- 15 d. An award to Plaintiffs and the Class for compensatory, exemplary,
16 and statutory damages, including interest, in an amount to be proven
17 at trial;
- 18 e. Any and all remedies provided pursuant to the Song-Beverly Act,
19 including California Civil Code § 1794;
- 20 f. Any and all remedies provided pursuant to the Magnuson-Moss
21 Warranty Act;
- 22 g. A declaration that Defendant must disgorge, for the benefit of the
23 Class, all or part of the ill-gotten profits it received from the sale of
24 Owlet Smart Socks, or make full restitution to Plaintiffs and Class
25 Members;
- 26 h. An award of attorneys' fees and costs, as allowed by law;
- 27 i. An award of attorneys' fees and costs pursuant to California Code of
28 Civil Procedure § 1021.5;

- 1 j. An award of pre-judgment and post-judgment interest, as provided by
- 2 law;
- 3 k. Leave to amend the Complaint to conform to the evidence produced
- 4 at trial; and
- 5 l. Such other relief as may be appropriate under the circumstances.

6 **DEMAND FOR JURY TRIAL**

7 Plaintiffs hereby demand a trial by jury of any and all issues in this action so
8 triable.

9
10 Dated: January 29, 2019

Respectfully submitted,

11 Capstone Law APC

12
13 By: /s/ Mark Z. Ozzello

14 Mark Z. Ozzello
15 Tarek H. Zohdy
16 Cody R. Padgett
17 Trisha K. Monesi

18 Attorneys for Plaintiffs Amanda Ruiz and
19 Marisela Arreola
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EXHIBIT 1

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Attorneys for Plaintiffs
Amanda Ruiz and Marisela Arreola

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

AMANDA RUIZ and MARISELA
ARREOLA, individually, and on
behalf of a class of similarly situated
individuals,

Plaintiffs,

v.

OWLET BABY CARE, INC., a
Delaware corporation,

Defendant.

Case No.:

**DECLARATION OF AMANDA
RUIZ IN SUPPORT OF VENUE
FOR CLASS ACTION COMPLAINT
PURSUANT TO CIVIL CODE §
1780(d)**

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DECLARATION OF AMANDA RUIZ

I, AMANDA RUIZ, declare under penalty of perjury as follows:

1. I make this declaration based upon my personal knowledge except as to those matters stated herein that are based upon information and belief, and as to those matters I believe them to be true. I am over the age of eighteen, a citizen of the State of California, and a Plaintiff in this action.

2. Pursuant to California Civil Code § 1780(d), this Declaration is submitted in support of Plaintiff’s Selection of Venue for the Trial of Plaintiffs’ Cause of Action alleging violation of California’s Consumers Legal Remedies Act.

3. I reside in Running Springs, California, which is in the County of San Bernardino. I purchased the Owlet Smart Sock that is the subject of this lawsuit in the County of San Bernardino.

4. I am informed and believe that Defendant Owlet Baby Care, Inc. is a corporation organized and in existence under the laws of the State of Delaware and conducts business throughout the State of California and in San Bernardino County.

5. Based on the facts set forth herein, this Court is a proper venue for the prosecution of Plaintiffs’ Cause of Action alleging violation of California’s Consumers Legal Remedies Act because the Owlet Smart Sock that is the subject of this lawsuit are situated here, and a substantial portion of the events giving rise to the claims occurred here.

6. I declare under penalty of perjury under the laws of California and the United States of America that the foregoing is true and correct.

Executed on January 28, 2019, in Running Springs, California.

DocuSigned by:
Amanda Ruiz
A17A767448F544E...
Amanda RUIZ