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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JOHN AND JENNIFER POLITI,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

RING, LLC,

Defendant.

Case No. 2:20-cv-1034

**CLASS ACTION COMPLAINT
FOR DAMAGES AND
INJUNCTIVE RELIEF BASED
ON:**

- 1. Negligence**
- 2. Breach of Implied Warranty**
- 3. California Unfair Competition Law**
- 4. California Legal Remedies Act**
- 5. Unjust Enrichment**
- 6. Breach of Privacy**

DEMAND FOR JURY TRIAL

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I. INTRODUCTION

1. Defendant Ring, LLC (“Ring”), markets smart home security devices, including Wi-Fi enabled video surveillance cameras and video door bells.

2. Ring’s brand is built on its promise of safety and security for its customers’ homes, telling customers that its products provide “peace of mind.”¹

3. However, Ring’s lax security standards resulted in third-parties’ ability to use the devices to intrude on Ring customers’ home – shattering the promised “peace of mind.”

4. Consumers around the country have reported unauthorized individuals accessing their Ring devices, spying on them through the Ring cameras inside their homes, and harassing them through the microphone function on the Ring devices.

5. Plaintiffs John and Jennifer Politi were some of those consumers.

6. In early December 2019, an unauthorized user invaded their home and privacy through their Ring camera and microphone, leaving them terrified.

7. Plaintiffs John and Jennifer Politi bring this class action, individually and on behalf of individuals that similarly suffered, and continue to suffer,

¹ <https://shop.ring.com/pages/security-system> (last accessed January 31, 2020).

1 damages as a result of Defendant Ring, LLC's failure to properly secure and
2 safeguard their Ring devices and accounts.

3
4 8. Plaintiffs assert causes of action for negligence, breach of implied
5 warranty, California's Unfair Competition Law, California's Legal Remedies Act,
6 unjust enrichment, and breach of privacy.
7

8 **II. PARTIES**

9 9. John and Jennifer Politi reside in the State of New York.
10

11 10. Plaintiffs purchased and own various Ring devices including a video
12 doorbell, outdoor video surveillance cameras, and an indoor video surveillance
13 camera.
14

15 11. Ring is a California limited liability company with its principal place
16 of business in Santa Monica, California.
17

18 **III. JURISDICTION AND VENUE**

19 12. This Court has subject matter jurisdiction pursuant to the Class
20 Action Fairness Act, 28 U.S.C. § 1332(d)(2). Plaintiffs and some members of the
21 putative class are diverse from Defendant, and the amount in controversy exceeds
22 \$5 million, exclusive of interests and costs.
23

24 13. This Court has jurisdiction over Defendant because Defendant Ring
25 is headquartered here; Defendant does substantial business operations in this
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1 district; and a substantial portion of the events and omissions from which the
2 claims arose occurred here.

3
4 14. Venue is also proper in this Court because Ring is headquartered here
5 and a substantial portion of the events and omissions from which the claims arose
6 occurred here.
7

8 **IV. FACTUAL BACKGROUND**

9 15. Ring markets and sells various home security devices, including
10 home security cameras for use both inside and outside of customers' homes.
11

12 16. These security cameras operate on the customers' Wi-Fi network,
13 which enables the customer to view the video stream and operate a two-way talk
14 function from their phones, tablets, and/or computers.
15

16 17. In marketing its products, Ring markets safety, security, and "peace
17 of mind" to its customers.
18

19 18. Ring represents to its customers that their privacy is protected by
20 Ring: "guiding every action we take, is respect for the privacy and security of our
21 neighbors (what we call our customers). This includes giving our neighbors
22 effective, easy-to-use and affordable products and services to help protect their
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1 homes. It also means taking extremely seriously the privacy, security and control
2 of their devices and personal information.”²
3

4 19. Ring further promised:

5 “We put your security first. That includes your privacy too.”

6 “Ring will continue to innovate on behalf of our neighbors to
7 help make their neighborhoods safer. We will do so with our
8 neighbors, their privacy, and the security of their information at
the top of our priority list.”

9 “We have taken measures to help secure Ring devices from
unauthorized access”³
10

11 20. Contrary to its representations, Ring employed wholly lax security
12 standards – failing to implement even basic cybersecurity protections against
13 unwanted access to customers’ Ring accounts and devices.
14

15 21. For example, Ring permits customers to use the most rudimentary of
16 passwords for their Ring accounts through which their Ring cameras are
17 accessible and does not require the changing of passwords at any interval.
18

19 22. Additionally, Ring did not require two-factor authentication for
20 access to its accounts.
21

22 23. Nor does Ring notify its customers when a login occurs from a new
23 device or IP address not previously associated with the account, provide
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27 ² <https://shop.ring.com/pages/privacy> (last accessed January 31, 2020).

28 ³ <https://shop.ring.com/pages/privacy> (last accessed January 31, 2020).

1 customers with access to view previous login attempts, or check for concurrent
2 sessions activated from one account at the same time.

3
4 24. As another example, Ring offers no protections against automated
5 attempts to log into its services, such as locking a user out after a certain number
6 of failed attempts or requiring a captcha check to ensure the user is not a bot.
7 Instead, Ring permits repeated and unlimited attempts to try new password
8 combinations to access its customers' accounts.
9

10
11 25. Such security measures are routine for most internet-based and
12 cloud-based accounts.

13
14 26. Many companies offering internet-based accounts check a users'
15 password against known compromised passwords for their email address. Again,
16 Ring does not.

17
18 27. By failing to implement proper security measures, Ring leaves its
19 customers vulnerable and unsecured.

20
21 28. As a result of Ring's security failures, third-parties were able to
22 access and control the Ring devices, intruding into Ring customers' homes and
23 into their "peace of mind."

24
25 29. Ring has known for quite some time that it was leaving its customers
26 exposed to such privacy invasions.
27
28

1 30. As one report, dating back to January 2019, explained: “Ring has a
2 history of lax, sloppy oversight when it comes to deciding who has access to
3 some of the most precious, intimate data belonging to any person: a live, high-
4 definition feed from around — and perhaps inside — their house.”⁴
5

6 31. Eleven months later, Ring fared no better in its security measures,
7 with one article explaining how Ring put its profits before its consumers’ privacy:
8 “Security is a trade-off with efficiency. Ring may not want to have stricter checks
9 in place so as to not raise barriers for its users. . . . But even with this trade-off in
10 mind, Ring has made decisions to not provide users alerts with new logins or other
11 protections.”⁵
12

13 32. Waves of reports have surfaced about hackers harassing people
14 through Ring devices.⁶ Rather than acknowledge its failures, Ring placed the
15 blame squarely on its customers and their alleged failure “to deploy security best
16 practice.”⁷
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24 ⁴ <https://theintercept.com/2019/01/10/amazon-ring-security-camera/> (last
25 accessed January 31, 2020)

26 ⁵ https://www.vice.com/en_us/article/epg4xm/amazon-ring-camera-security
27 (last accessed January 31, 2020).

28 ⁶ *Id.*

⁷ *Id.*

1 33. Plaintiffs purchased a Ring doorbell approximately 1.5 years ago
2
3 from a local store. Thereafter, they purchased Ring cameras for outside of their
4 house as well as an indoor camera, also from a local store.

5 34. In order to use the Ring devices after purchase, Plaintiffs had to
6
7 create Ring accounts.

8 35. On or about December 9, 2019, Plaintiffs' son bounded into
9
10 Plaintiffs' room, terrified because a male voice was calling out from the first floor
11 asking if anyone was home.

12 36. Plaintiff Mr. Politi was unable to find an intruder, so Plaintiffs told
13
14 their children it must have been coming from a neighbors' house.

15 37. The next night the Plaintiffs were in bed when their children came
16
17 running into their room again because they heard a male voice downstairs
18 humming a scary tune.

19 38. Plaintiffs then heard what sounded like a siren alarm coming from
20
21 their first floor.

22 39. Plaintiff Mr. Politi went downstairs and did not see anyone in the
23
24 house, but heard a male voice calling out "what's up bro?," asking if Mr. Politi
25 could hear him, and telling Mr. Politi to "come here."

26 40. At this point, Mr. Politi saw lights displayed on the ring indoor
27
28 camera and realized that the voice and siren were coming from it.

1 41. He quickly unplugged the Ring device.

2 42. Mr. Politi later discovered that the lights displayed means the camera
3 is being accessed.
4

5 43. He recalls seeing these same lights displayed at times over the past
6 year that they have had the device, meaning unauthorized individuals have
7 watched the Politi family in the past.
8

9 44. Mr. Politi called Ring about the shocking privacy invasions, but Ring
10 simply told the Plaintiff to change his password.
11

12 45. Since the incident, Plaintiffs have not used the Ring indoor camera
13 because it is not secure, which means the camera that cost Plaintiffs over \$100 is
14 currently useless to them.
15

16 46. Mr. Politi also posted a notice on Ring's "Ring Neighborhood" social
17 media site to warn other Ring users about the possibility of a hack and the
18 inadequate security measures. However, Mr. Politi's warning post was swiftly
19 removed by Ring.
20

21 47. Plaintiffs' children are still traumatized by the experience.
22

23 **V. CLASS ACTION ALLEGATIONS**

24 48. Plaintiffs bring this action individually and as a class action on behalf
25 of the following Nationwide Class and Unauthorized Access subclass
26 (collectively the "Class"):
27
28

Nationwide Class

All persons in the United States (including its Territories and the District of Columbia) who purchased any Ring internet-based video security camera during the applicable limitations period.

Unauthorized Access Subclass

All persons in the United States (including its Territories and the District of Columbia) who purchased any Ring internet-based video security camera during the applicable limitations period and whose Ring account/camera was accessed by an unauthorized third party.

49. Excluded from the Class is Defendant and its officers, directors, legal representatives, successors, subsidiaries, and assigns. Also excluded from the Class are any judicial officers presiding over this matter, members of their immediate family, and members of their judicial staff.

50. This action may properly be maintained as a class action and satisfies the requirements of Fed. R. Civ. P. 23(a): numerosity, commonality, typicality, and adequacy.

51. **Numerosity.** The members of the Class are so numerous that joinder would be impracticable. Plaintiffs believe the number of Class members exceeds 10,000.

52. **Commonality.** There are common questions of law and fact that predominate over questions affecting only individual Class members. These common legal and factual questions include, but are not limited to:

1 a. whether Defendant owed a duty to Plaintiffs and members of
2 the Class to provide adequate security measures for using their internet-
3 based video security products;

4 b. whether Defendant failed to provide reasonable security
5 measures for using their internet-based video security products;

6 c. whether Defendant negligently or otherwise improperly
7 allowed subclass members' surveillance cameras to be accessed by third
8 parties;

9 d. whether such unauthorized access constitutes an invasion of
10 the subclass members' privacy;

11 e. whether Defendant breached implied warranties to Plaintiffs
12 and the Class;

13 f. whether Plaintiffs and members of the Class were injured and
14 suffered damages as a result of Defendant's conduct;

15 g. whether Defendant's actions, in failing to provide reasonable
16 security measures for the security of its internet-based video products,
17 proximately caused the injuries suffered by Plaintiffs and members of the
18 Class;

19 h. whether Defendant's actions were unfair and/or fraudulent;
20 and
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1 i. whether Plaintiffs and members of the Class are entitled to
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3 damages and, if so, the measure of such damages.

4 53. **Typicality.** Plaintiffs' claims are typical of the claims of the absent
5 class members and have a common origin and basis. Plaintiffs and Class members
6 are all persons and entities injured by Defendant's failure to maintain adequate
7 security features. Plaintiffs' claims arise from the same practices and course of
8 conduct giving rise to the claims of the absent Class members and are based on
9 the same legal theories and the same misfeasance and malfeasance of Defendant.
10 If prosecuted individually, the claims of each Class member would necessarily
11 rely upon the same material facts and legal theories and seek the same relief.

12 54. **Adequacy.** Plaintiffs will fully and adequately assert and protect the
13 interests of the absent Class members and have retained Class counsel who have
14 considerable experience in class action litigation concerning corporate data
15 security and the resources necessary to prosecute this case. Neither Plaintiffs nor
16 their attorneys have any interests contrary to or conflicting with the interests of
17 absent class members. Plaintiffs are members of both the Nationwide Class and
18 of the Unauthorized Access Subclass.

19 55. This action may properly be maintained as a class action and satisfies
20 the requirements of Fed. R. Civ. P. 23(b)(3): predominance and superiority.
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1 56. The questions of law and fact common to all Class members
2
3 predominate over any questions affecting only individual class members.

4 57. A class action is superior to all other available methods for the fair
5 and efficient adjudication of this lawsuit because individual litigation of the absent
6 Class members' claims is economically infeasible and procedurally impracticable.
7 Class members share the same factual and legal issues and litigating the claims
8 together will prevent varying, inconsistent, or contradictory judgments, and will
9 prevent delay and expense to all parties and the court system through litigating
10 multiple trials on the same legal and factual issues. Class treatment will also
11 permit Class members to litigate their claims where it would otherwise be too
12 expensive or inefficient to do so. Plaintiffs know of no difficulties in managing
13 this action that would preclude its maintenance as a class action.
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17 **VI. CHOICE OF LAW FOR NATIONWIDE CLAIMS**

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19 58. The State of California has a significant interest in regulating the
20 conduct of businesses operating within its borders. California, which seeks to
21 protect the rights and interests of all California residents and citizens of the United
22 States against a company headquartered and doing business in California, has a
23 greater interest in the nationwide claims of Plaintiffs and Nationwide Class
24 members than any other state and is most intimately concerned with the claims
25 and outcome of this litigation.
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1 59. The corporate headquarters of Ring located in Santa Monica,
2 California, is the “nerve center” of its business activities – the place where its
3 high-level officers direct, control, and coordinate the company’s activities,
4 including its data security functions and major policy, financial, and legal
5 decisions.
6

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8 60. Ring’s response to the intrusions at issue here, and corporate
9 decisions surrounding such response, were made from and in California.
10

11 61. Ring’s breaches of duty to Plaintiffs and Class members emanated
12 from California.
13

14 62. Application of California law to the Class with respect to Plaintiffs’
15 and Class members’ claims is neither arbitrary nor fundamentally unfair because
16 California has significant contacts and a significant aggregation of contacts that
17 create a state interest in the claims of Plaintiffs and the Class.
18

19 63. Under California’s choice of law principles, which are applicable to
20 this action, the common law of California applies to all the nationwide common
21 law claims of Class members. Additionally, given California’s significant interest
22 in regulating the conduct of businesses operating within its borders including
23 those that elect to be governed by California law; accordingly, California’s Unfair
24 Competition Law and California’s Legal Remedies Act may be applied to non-
25 resident consumer plaintiffs as against resident-defendant.
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VII. CAUSES OF ACTION

COUNT I – NEGLIGENCE

On behalf of the Unauthorized Access Subclass

64. Plaintiffs repeat and reallege each and every allegation contained above as if fully set forth herein.

65. Defendant knew that Plaintiffs and the Subclass used Defendant's products as security cameras in and around their homes and knew the sensitivity and privacy rights that coincide with such use. Indeed, Defendant marketed its products with the expectation of providing security.

66. Defendant owed Plaintiffs and the Subclass a common-law duty to exercise reasonable care to protect Plaintiffs' and the Subclass members' privacy while using Defendant's internet-based video surveillance products.

67. Defendants owed Plaintiffs and the Subclass a duty to provide reasonable and proper safeguards so that the products and services provided by Defendants could not be easily compromised.

68. It was foreseeable that Plaintiffs and the Subclass would be harmed by Defendant's failure to provide adequate safeguards for its customers' Ring accounts and security cameras.

1 69. Defendant breached their duty by failing to provide such reasonable
2 safeguards as are expected and typical in the industry in order to protect its
3 customers' accounts from unauthorized access.
4

5 70. Failure to provide such safeguards resulted in hackers gaining
6 unauthorized access to Plaintiffs' and the Subclass members' security cameras
7 placed in and around their private homes in order to terrorize, threaten, harass,
8 and/or endanger them.
9

10 71. Plaintiffs and the Subclass were harmed by Defendant's failure to
11 exercise reasonable care.
12

13 72. But for Defendant's failure to adequately safeguard its Ring accounts
14 and cameras, hackers would not have gained access to Plaintiffs' and the Subclass
15 members' accounts and cameras, and Plaintiffs and the Subclass would not have
16 suffered the injuries inflicted upon them.
17

18 73. Indeed, Plaintiffs' and Subclass members' harm was a proximate
19 result of Defendant's breach of its duty of care.
20

21 **COUNT II – BREACH OF IMPLIED WARRANTY**
22

23 **On behalf of the Nationwide Class**

24 74. Plaintiffs repeat and reallege each and every allegation contained
25 above as if fully set forth herein.
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1 75. Defendant is a merchant with respect to the Ring devices and their
2 related services.
3

4 76. Plaintiffs and the Class purchased Ring camera devices.

5 77. An implied warranty that the goods were merchantable arose by
6 operation of law as part of the sale.
7

8 78. Ring's products were unfit for their ordinary use and not
9 merchantable because they are unsecure and can easily be hacked by third parties.
10

11 79. At the time of purchase, Plaintiffs and the Class did not know that
12 the products were not merchantable and unsafe for the ordinary use.

13 80. Indeed, Ring markets its products as providing safety, security, and
14 "peace of mind" to its customers.
15

16 81. Ring tells its customers that their privacy is protected by Ring.

17 82. Ring informs its customers that: "guiding every action we take, is
18 respect for the privacy and security of our neighbors (what we call our customers).
19 This includes giving our neighbors effective, easy-to-use and affordable products
20 and services to help protect their homes. ***It also means taking extremely seriously***
21 ***the privacy, security and control of their devices and personal information.***"⁸
22

23 83. Ring further promised safety and security its customers:
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28 ⁸ <https://shop.ring.com/pages/privacy> (last accessed January 31, 2020).

1 “We put your security first. That includes your privacy too.”

2 “Ring will continue to innovate on behalf of our neighbors to help make
3 their neighborhoods safer. We will do so with our neighbors, their
4 privacy, and the security of their information at the top of our priority
list.”

5 “We have taken measures to help secure Ring devices from
6 unauthorized access”⁹

7 84. Plaintiff Mr. Politi notified Ring of the defects in the products after
8 discovery of the same, but Ring did nothing to remedy the defects – merely telling
9 Plaintiff to change his account password.

10 85. Indeed, Ring’s response to the wide-spread unauthorized access of
11 its product has been to blame it customers, despite the security failures emanating
12 from Ring’s products and practices.

13 86. As a result of Defendant’s breach of the implied warranty of
14 merchantability, Plaintiffs and the Class have suffered damages representing the
15 difference between the value of the goods as delivered and the value they would
16 have had if they had been as warranted.
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28 ⁹ <https://shop.ring.com/pages/privacy> (last accessed January 31, 2020).

**COUNT III – VIOLATION OF CALIFORNIA’S UNFAIR
COMPETITION LAW**

On behalf of the Nationwide Class

87. Plaintiffs repeat and reallege each and every allegation contained above as if fully set forth herein.

88. Defendant knew or should have known that their data security practices were inadequate to safeguard Plaintiffs’ and the Class members’ personal information and that the risk of unauthorized access was highly likely.

89. Despite this knowledge, Ring falsely represented that its products were secure and would provide “peace of mind” to Plaintiffs and the Class.

90. Ring is both organized under the laws of California and headquartered in California.

91. Ring has violated California Business and Professions Code § 17200, *et. seq.*, by engaging in unlawful, unfair, or fraudulent business acts and practices and unfair, deceptive, untrue, or misleading advertising that constitutes acts of “unfair competition” as defined in Cal. Bus. Prof. Code. § 17200 with respect to the goods and services it provided to Plaintiffs and the Class, including but not limited to the following:

- a. by representing and advertising that it would maintain adequate data privacy and security practices and procedures to safeguard from unauthorized access;
- b. by omitting, suppressing, and concealing the material fact of the inadequacy of the privacy and security protections for Plaintiffs and the Class; and
- c. by failing to disclose to Plaintiffs and the Class that Ring's data security systems failed to meet legal and industry standards for the protection from unauthorized access.

92. The conduct and practices described above emanated from California where decisions related to Ring's advertising and data security were made.

93. The conduct and practices described above were immoral, unethical, oppressive, unscrupulous, unconscionable, and/or substantially injurious to Plaintiffs and the Class members.

94. Defendant's actions in engaging in the above-named unfair practices and deceptive acts were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiffs and the members of the Class.

1 95. Plaintiffs seek relief, individually and on behalf of the class, under
2 Cal. Bus. Prof. Code § 17200, et. seq., for restitution and injunctive relief, along
3 with attorneys' fees and costs.
4

5 96. Had Ring disclosed to Plaintiffs and Class members that its systems
6 were not secure and thus vulnerable to attack, Plaintiffs and the Class members
7 would not have purchased Ring's security products.
8

9 97. As a direct and proximate result of Ring's material
10 misrepresentations and omissions, Plaintiffs and Class members have suffered
11 injury-in-fact, monetary and non-monetary damages, as described herein.
12

13 98. Plaintiffs' and the Class members' injuries include the loss
14 associated with purchase of Ring products that are unsafe for their ordinary use,
15 and the loss of time and productivity through efforts to ameliorate, mitigate, and
16 deal with the future consequences of Ring's security failures.
17

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19 **COUNT IV – CALIFORNIA CONSUMERS LEGAL REMEDIES ACT**

20 **(“CLRA”)**

21 **On behalf of the Nationwide Class**

22
23 99. Plaintiffs repeat and reallege each and every allegation contained
24 above as if fully set forth herein.

25 100. Plaintiffs bring this claim individually and on behalf of the Class.
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1 101. Plaintiffs are “consumers,” Defendant is a “person,” and the Ring
2 products constitute a “good” and/or “service” within the meaning of the CLRA.
3 Cal. Civ. Code § 1761(a) – (d).
4

5 102. Defendants’ sale and advertisement of the Ring devices and services
6 constitute “transactions” within the meaning of the CLRA. Cal. Civ. Code §
7 1761(e).
8

9 103. The CLRA declares as unlawful the following unfair methods of
10 competition and unfair or deceptive acts or practices when undertaken by any
11 person in a transaction intended to result, or which results in the sale of goods to
12 any consumer:
13
14

15 (5) Representing that goods ... have ... approval, characteristics, ...
16 uses [and] benefits ... which [they do] not have ...

17 (7) Representing that goods or services are of a particular standard,
18 quality, or grade, or that goods are of a particular style or model, if they
19 are another.

20 (9) Advertising goods ... with intent not to sell them as advertised.

21 Cal. Civ. Code § 1770(a)(5), (7) and (9).
22

23 104. Ring represents its products as providing safety, security, and “peace
24 of mind” to its customers.

25 105. Ring tells its customers that their privacy is protected by Ring.
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1 106. Ring informs its customers that: “guiding every action we take, is
2 respect for the privacy and security of our neighbors (what we call our customers).
3 This includes giving our neighbors effective, easy-to-use and affordable products
4 and services to help protect their homes. *It also means taking extremely seriously*
5 *the privacy, security and control of their devices and personal information.*”¹⁰
6
7

8 107. Ring further promised safety and security its customers:

9 “We put your security first. That includes your privacy too.”

10 “Ring will continue to innovate on behalf of our neighbors to help make
11 their neighborhoods safer. We will do so with our neighbors, their
12 privacy, and the security of their information at the top of our priority
13 list.”

14 “We have taken measures to help secure Ring devices from
15 unauthorized access”¹¹

16 108. Defendant knew or should have known that such representations
17 would mislead consumers so to alter a consumer’s decision to purchase Ring
18 products.

19 109. Defendants’ violations of the CLRA proximately caused injury in
20 fact to Plaintiff and the Class.

21 110. Plaintiff and the Class members purchased Defendants’ Ring video
22 security products on the belief that they would receive a substantially safer
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27 ¹⁰ <https://shop.ring.com/pages/privacy> (last accessed January 31, 2020).

28 ¹¹ <https://shop.ring.com/pages/privacy> (last accessed January 31, 2020).

1 product than they did. Indeed, no consumer would purchase the Ring products
2 unless he or she believed that their privacy inside their homes would remain
3 protected.
4

5 111. The safety and security of Ring's products was a material factor in
6 Plaintiffs' and the Class members' decision to purchase and use the Ring video
7 security products. Since Plaintiff and the class members would not have
8 purchased the products had they known that the products were unsafe and that
9 hackers may gain access into their private lives through the product account,
10 Plaintiff and each Class member was injured by the mere fact of their purchase.
11
12

13 112. Pursuant to Cal. Civ. Code § 1782(d), Plaintiffs, individually and on
14 behalf of the other members of the Class, seek a Court order enjoining the above-
15 described wrongful acts and practices of Defendants and for restitution and
16 disgorgement.
17
18

19 **COUNT V – UNJUST ENRICHMENT**

20 **On behalf of the Nationwide Class**

21 113. Plaintiffs repeat and reallege each and every allegation contained
22 above as if fully set forth herein.
23

24 114. Ring has benefitted from the Plaintiffs' and Class members'
25 purchase of the unsafe Ring products.
26
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1 115. Ring has retained these benefits and its profits while Plaintiffs and
2 the Class did not receive a product of the quality, use, and value that any
3 reasonable consumer would expect, nor the product as advertised by Ring.
4

5 116. Ring should disgorge the profits received through its deceptive
6 withholding of benefits that Plaintiffs and Class should have received with the
7 products, and without which render the products useless.
8

9 **COUNT VI – BREACH OF PRIVACY**
10

11 **On behalf of the Unauthorized Access Subclass**

12 117. Plaintiffs repeat and reallege each and every allegation contained
13 above as if fully set forth herein.
14

15 118. Plaintiffs bring this claim individually and on behalf of the
16 Unauthorized Access Subclass for violation of privacy – intrusion upon
17 seclusion.
18

19 119. Plaintiffs and the Subclass members had a reasonable expectation
20 of privacy in the recording and viewing of their private lives.
21

22 120. Defendant knew that Plaintiffs and the Subclass used Defendant's
23 products as security cameras in and around their homes and knew the sensitivity
24 and privacy rights that coincide with such use. Indeed, Defendant marketed its
25 products with the expectation of providing security.
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1 121. Defendant owed Plaintiffs and the Subclass a duty to exercise
2 reasonable care to protect Plaintiffs' and the Subclass members' privacy while
3 using Defendant's internet-based video surveillance products.
4

5 122. Defendant owed Plaintiffs and the Subclass a duty to provide
6 reasonable and proper safeguards so that the products and services provided by
7 Defendant could not be easily compromised.
8

9 123. Defendant intentionally and knowingly failed to implement and
10 provide adequate security safeguards to prevent unauthorized access into its
11 customers' private lives.
12

13 124. In doing so, Defendant knew the consequences – unauthorized
14 access into its customer's lives – was likely to, and did, occur.
15

16 125. It was foreseeable that Plaintiffs and the Subclass would be harmed
17 by Defendant's failure to provide adequate safeguards for its customers' Ring
18 accounts and security cameras.
19

20 126. Defendant breached its duty by failing to provide such reasonable
21 safeguards as are expected and typical in the industry in order to protect its
22 customers' accounts from unauthorized access.
23

24 127. Failure to provide such safeguards resulted in hackers gaining
25 unauthorized access to Plaintiffs' and the Subclass members' security cameras
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1 placed in and around their private homes in order to terrorize, threaten, harass,
2 and/or endanger them.

3
4 128. Ring's intrusion into Plaintiffs' and Subclass members' private lives
5 and homes was offensive to a reasonable person.

6
7 129. Plaintiffs and the Subclass were harmed by Defendant's failure to
8 exercise reasonable care, suffering mental anguish and/or suffering as a result of
9 the intrusion.

10
11 130. Ring's conduct was the proximate cause of the intrusion into
12 Plaintiffs' and the Subclass members' private lives.

13 **VIII. PRAYER FOR RELIEF**

14
15 WHEREFORE, Plaintiffs respectfully request for themselves and all others
16 similarly situated, the following relief:

17 a. For an order certifying this action as a class action, defining the Class
18 and Subclass as requested herein, appointing the undersigned as Class counsel,
19 and finding Plaintiffs to be proper representatives of the Class and Subclass.

20
21 b. For a permanent injunction and any other equitable relief as
22 necessary to protect the interest of the Class, including:

23
24 i. An order declaring Defendant's conduct alleged herein
25 unlawful and prohibiting Defendant from engaging in the
26 wrongful and unlawful acts; and
27
28

ii. Requiring Defendant to develop and adopt appropriate security protocols to protect its consumers' accounts, personal information, and privacy.

c. An award of all recoverable damages, as well as attorneys' fees and costs recoverable under the claims pleaded herein, as well as any such other relief as is just and proper.

IX. DEMAND FOR JURY TRIAL

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

Date: January 31, 2020

Respectfully submitted,

CARLSON LYNCH LLP

/s/ Todd D. Carpenter

Todd D. Carpenter

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Attorney for Plaintiff and the Proposed Class

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JOHN AND JENNIFER POLITI,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

RING, LLC,

Defendant.

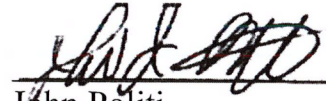
**CONSUMER LEGAL REMEDIES
ACT VENUE AFFIDAVIT
UNDER CCP § 1780**

I, John Politi, declare and state as follows:

1. I am a Plaintiff in this matter and have brought a claim for violation of the California Consumer Legal Remedies Act.

2. The Defendant in this action, Ring, LLC, is organized under the laws of California and has its principal place of business in Santa Monica, California, in this district.

I declare under the penalty of perjury of 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my knowledge, understanding, belief.


John Politi

1/30/2020
Date

Todd D. Carpenter
tcarpenter@carlsonlynch.com
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Attorney for Plaintiff and the Proposed Class

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JOHN AND JENNIFER POLITI,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

RING, LLC,

Defendant.


**CONSUMER LEGAL REMEDIES
ACT VENUE AFFIDAVIT
UNDER CCP § 1780**

I, Jennifer Politi, declare and state as follows:

1. I am a Plaintiff in this matter and have brought a claim for violation of the California Consumer Legal Remedies Act.

2. The Defendant in this action, Ring, LLC, is organized under the laws of California and has its principal place of business in Santa Monica, California, in this district.

I declare under the penalty of perjury of 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my knowledge, understanding, belief.


Jennifer Politi Date 1/30/2020