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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

Case No.: 2:19-cv-10899-MWF-RAO  
United States District Judge Michael W.  
Fitzgerald  
Courtroom 5A

*In re Ring LLC Privacy Litigation*

**CLASS ACTION**  
**JUDGMENT APPROVING FINAL  
SETTLEMENT AND ORDER  
AWARDING ATTORNEYS' FEES,  
COSTS, AND SERVICE AWARD**

1 Before the Court is Plaintiffs Marco Mariutto’s, Yolanda Martinez’s,  
2 Jeannette Pantoja’s, Johnny Powell’s, and Abhi Sheth’s (collectively, “Plaintiffs”)  
3 Motion for Final Approval of Class Action Settlement (the “Settlement Motion”)  
4 and Motion for Attorneys’ Fees, Costs, and Service Awards (the “Fee Motion”).  
5 (Docket Nos. 274, 275).

6 On December 20, 2023, the Court entered an Order Granting Preliminary  
7 Approval of Class Action Settlement (the “Preliminary Approval Order” (Docket No.  
8 271)), and thereby preliminarily approved the settlement of the above-entitled action  
9 (“Action”) in accordance with the Class Action Settlement Agreement (the  
10 “Settlement Agreement”) entered into by and between Plaintiffs and Defendant Ring  
11 LLC (“Ring”), which, together with the exhibits annexed thereto, set forth the terms  
12 and conditions for settlement of the Action.

13 Having reviewed the Settlement Agreement and duly considered the motions,  
14 and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS**  
16 **FOLLOWS:**

- 17 1. All terms used herein shall have the same meaning as defined in the  
18 Settlement Agreement and the Preliminary Approval Order.
- 19 2. This Court has jurisdiction over the claims of the Class Members  
20 asserted in this proceeding and over all parties to the Action.
- 21 3. For settlement purposes only, the Class is hereby defined as follows:  
22 All persons who purchased a Ring security device of any kind from  
23 Ring and/or created a Ring account during the Class Period. Excluded  
24 from the Settlement Class are Ring and Ring’s officers, agents, and  
25 employees. Also excluded from the Settlement Class are Plaintiffs’  
26 counsel, any judicial officer presiding over the Action and members  
27 of their immediate family, members of their judicial staff, and any  
28 judge sitting in the presiding court system who may hear an appeal of

1 any judgment entered.

2 4. For settlement purposes only, this Court finds that the Class meets the  
3 requirements for certification under Rule 23 of the Federal Rules of Civil Procedure  
4 in that: (a) the Class is ascertainable and so numerous that joinder of all members of  
5 the Class is impracticable; (b) questions of law or fact common to the Class  
6 predominate; (c) Plaintiffs’ claims are typical of the claims of the members of the  
7 Class; (d) Plaintiffs and their counsel will fairly and adequately protect the interests  
8 of the members of the Class; and (e) Plaintiffs’ claims regarding Ring’s conduct  
9 apply generally to the Class.

10 5. The Court confirms Ahdoot & Wolfson, PC, Tycko & Zavareei LLP,  
11 and Robinson Calcagnie, Inc. as counsel for the Class (“Class Counsel”), and  
12 Plaintiffs Marco Mariutto, Yolanda Martinez, Jeannette Pantoja, Johnny Powell, and  
13 Abhi Sheth as representatives of the Class (“Class Representatives”).

14 6. The Ninth Circuit does not require “individualized notice beyond that  
15 required by due process” for Rule 23(b)(2) class actions. *Frank v. United Airlines,*  
16 *Inc.*, 216 F.3d 845, 851 (9th Cir. 2002); *see also Fraihat v. U.S. Immigration &*  
17 *Customs Enforcement*, No. EDCV 19-1546 JGB (SHKx), 2020 WL 2758553, at \*3  
18 (C.D. Cal. May 15, 2020) (While “rigorous class notice is certainly not required for  
19 the Rule 23(b)(2) subclasses,” it “is equally clear that the Court has broad discretion  
20 to order an ‘appropriate’ level of notice for members of the Subclasses.”). The  
21 Court-ordered notice posted on Class Counsel’s website fully and accurately  
22 informed all Class Members of all material elements of the Settlement Agreement  
23 and of their opportunity to participate in, object to or comment thereon, or to seek  
24 exclusion from the Settlement Agreement; was the best notice practicable under the  
25 circumstances; was valid, due, and sufficient notice to all Class Members; and  
26 complied fully with the laws of the State of California, the United States Constitution,  
27 due process and other applicable law. The notice fairly and adequately described the

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1 Settlement Agreement and provided Class Members with adequate instructions and  
2 a variety of means to obtain additional information.

3 7. The Court hereby grants final approval of the Settlement Agreement.  
4 More specifically, the Court finds that the Settlement was reached following  
5 meaningful discovery and investigation conducted by Class Counsel; is the result of  
6 serious, informed, adversarial, and arms-length negotiations between the parties; and  
7 is in all respects fair, adequate, and reasonable. In so finding, the Court has  
8 considered all of the evidence presented, including evidence regarding the strength  
9 of Plaintiffs' claims; the risk, expense, and complexity of the claims presented; the  
10 likely duration of further litigation; the relief offered in the Settlement Agreement;  
11 the extent of investigation and discovery completed; and the experience and views  
12 of Class Counsel. The Court has further considered the absence of any objections to  
13 the Settlement Agreement submitted by Class Members. Accordingly, the Court  
14 hereby directs that the Settlement be affected in accordance with the Settlement  
15 Agreement and the following terms and conditions.

16 8. The Court finds that a full opportunity has been afforded to Class  
17 Members to make objections to the Settlement Agreement. The Court also finds that  
18 Class Members have had a full and fair opportunity to exclude themselves from the  
19 Settlement Agreement. Accordingly, the Court determines that all Class Members  
20 who did not submit a timely and valid Request for Exclusion ("Settlement Class  
21 Members") are bound by this Order Granting Final Approval of Class Action ("Final  
22 Approval Order and Judgment").

23 9. The Court finds that a Service Award of \$5,000 is fair and reasonable for  
24 the work performed by each Class Representative. It is hereby ordered that Ring issue  
25 payment in the amount of \$5,000 each to Plaintiffs Marco Mariutto, Yolanda  
26 Martinez, Jeannette Pantoja, Johnny Powell, and Abhi Sheth for their Service Awards,  
27 according to the terms set forth in the Settlement Agreement.

28 10. The Court finds that attorneys' fees in the amount of \$436,995.37 to

1 Class Counsel falls within the range of reasonableness, and the results achieved justify  
2 the award sought. The attorneys' fees to Class Counsel are fair, reasonable, and  
3 appropriate, and are hereby approved. It is hereby ordered that Ring issue payment  
4 in the amount of \$436,995.37 to Class Counsel, in accordance with the Settlement  
5 Agreement.

6 11. The Court finds that litigation costs and expenses in the amount of  
7 \$38,004.63 to Class Counsel are reasonable, and hereby approved. It is hereby  
8 ordered that Ring issue payment in the amount of \$38,004.63 to Class Counsel for  
9 litigation costs and expenses, in accordance with the Settlement Agreement.

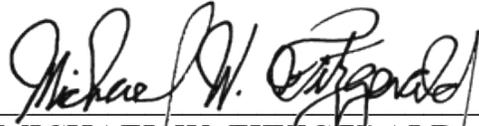
10 12. The Court hereby enters Judgment by which Settlement Class Members  
11 shall be conclusively determined to have released any and all Released Class Claims  
12 against the Released Parties, as set forth in the Settlement Agreement.

13 13. After entry of this Final Approval Order and Judgment, the Court shall  
14 retain jurisdiction to construe, interpret, implement, and enforce the Settlement  
15 Agreement and this Final Approval Order and Judgment, to hear and resolve any  
16 contested challenge to a claim for settlement benefits, and to supervise and adjudicate  
17 any dispute arising from or in connection with the distribution of settlement benefits.

18 14. Individualized notice of this Final Approval Order and Judgment is not  
19 required to be provided to Class Members. A copy of this Final Approval Order and  
20 Judgment shall be posted on Class Counsel's website, which is accessible to Class  
21 Members, for a period of at least sixty (60) calendar days after the date of entry of  
22 this Final Approval Order and Judgment.

23  
24 IT IS SO ORDERED.

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26 Dated: May 28, 2024

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MICHAEL W. FITZGERALD  
United States District Judge