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17 *Attorneys for Plaintiff,*
18 *Catherine Foster, on behalf of herself*
19 *and all others similarly situated*

20 **UNITED STATES DISTRICT COURT**
21 **CENTRAL DISTRICT OF CALIFORNIA**
22 **SOUTHERN DIVISION**

23 Catherine Foster, on behalf of herself and
24 all others similarly situated,

25 Plaintiff,

26 v.

27 Ring, LLC, a Delaware limited liability
28 corporation,

Defendant.

Case No.

**CLASS ACTION COMPLAINT
FOR DATA BREACH**

DEMAND FOR JURY TRIAL

1 Plaintiff, Catherine Foster (“Plaintiff”), individually and on behalf of all
2 others similarly situated, brings this class action against Defendant Ring LLC
3 (“Ring” or “Defendant”), and alleges the following:

4 **I. INTRODUCTION**

5 1. This action addresses Ring’s egregious failure to provide the safety and
6 security it ostensibly promises its customers and to respect the most fundamental of
7 its customers’ autonomy and privacy rights—the right to privacy in one’s home—and
8 the very principles upon which the company was purportedly built.

9 2. Ring markets and sells home security remote-access cameras and
10 appurtenant software (collectively, “devices”). Intended for use in and around the
11 home, Ring’s devices feature motion-activated cameras; a “live view” that allows
12 users to “check in on” their homes remotely; and a two-way talk feature that allows
13 users to communicate through the devices. According to Ring, its home security
14 devices offer “smart security here, there, everywhere.” Ring promises users that it
15 takes cybersecurity seriously and will safeguard users’ private information.

16 3. Despite Ring expressly promising to provide its customers with “peace
17 of mind” and to put its customers’ “security first,” its devices actually expose the most
18 intimate areas of customers’ homes—and consequently the most private aspects of
19 customers’ lives—to unauthorized third parties through its deliberately inadequate
20 security measures that allows hackers to invade and terrorize their homes. Ring has
21 failed to protect consumers against ill-meaning hackers despite the fact that it had
22 been on notice of the inadequacies of its cybersecurity because of previous breach
23 incidents.

24 4. Instead of helping families protect their homes, Ring’s devices—which
25 were plagued with cyber-security vulnerabilities—have provided hackers a wide-
26 open back door to enter the very homes the devices were supposed to protect. These
27 simple vulnerabilities permit vicious criminals to hack into Ring devices and
28

1 potentially their home networks. Based on the in-built vulnerabilities in the Ring
2 devices, Plaintiff is at a high risk of injury based on hacking or data breach.

3 5. Furthermore, Ring actively shared users' sensitive personal identifying
4 information ("PII") with third parties without first obtaining users' authorization or
5 consent. This sensitive data allows third parties to build comprehensive and unique
6 digital fingerprints to track consumer behavior and engage in surveillance behind the
7 walls of one's private home, further enriching both Ring and the third parties.

8 6. Ring continues to sell to the public devices that are not secure and are
9 prone to hacking, while promising consumers "peace of mind" and safety despite
10 continuing to affirmatively share its customers' PII with third parties without their
11 clear, informed consent.

12 7. Plaintiff brings this lawsuit to hold Ring responsible for selling defective,
13 dangerous devices and proliferating misrepresentations, and to prevent the public
14 from being similarly harmed in the future. Plaintiff requests that the Court order Ring
15 to take all necessary measures to secure the privacy of user accounts and devices, to
16 stop sharing customers' PII with third parties without their clear, informed consent,
17 and to compensate Plaintiff and the Class members for the damage that Ring's acts
18 and omissions have caused.

19 8. Plaintiff intends to ask the Court to certify a Class under Rule 23(b)(2)
20 and 23(b)(3) on behalf of all persons in the United States who purchased Ring's
21 defective devices and insecure services and/or created an account for use of such
22 devices (the "Purchaser/Accountholder Class") and is at a significant risk of harm
23 through hacking, data breach and unauthorized sharing of PII.

24 **II. THE PARTIES**

25 9. Plaintiff Catherine Foster is a resident and citizen of Massachusetts and
26 is a member of the Purchaser/Accountholder Class.

27 10. Defendant Ring LLC is a Delaware is a limited liability company with
28 its principal lace of business in Santa Monica, California.

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III. JURISDICTION AND VENUE

11. This Court has original jurisdiction pursuant to 28 U.S.C. § 1332(d)(2). The matter in controversy, exclusive of interest and costs, exceeds the sum or value of \$5,000,000, and members of the Class are citizens of different states from Ring.

12. This Court has personal jurisdiction over Ring because it maintains headquarters in this District and operates in this District. Through its business operations in this District, Ring intentionally avails itself of the markets within this District to render the exercise of jurisdiction by this Court just and proper.

13. Venue is proper in this District under 28 U.S.C. § 1391 because significant events giving rise to this case took place in this District, and because Ring is authorized to conduct business in this District, has intentionally availed itself of the laws and markets within this District, does substantial business in this District, and is subject to personal jurisdiction in this District.

IV. BACKGROUND

14. Several of its user accounts and devices were hacked, putting Ring on notice that its service and devices had serious security vulnerabilities. The very purpose of the device and service was to provide security. The existing security vulnerabilities make a user account or device from Ring more likely at risk to be hacked or data breached. Such security risks take away from any benefits Ring products or services provide.

15. To date, Ring’s tardy updates are still insufficient to protect their consumers’ privacy and security going forward. There is no indication that Ring has addressed gaping security holes like Ring’s leaving their devices vulnerable to brute force attacks and credential stuffing, failure to limit the number of failed login attempts, or Ring’s failure to conduct basic IP detection to warn a customer that someone is attempting to login to their account from multiple different geographic locations at the same time. There is also no indication that Ring plans to require

1 customers to use strong passwords or will prevent them from using passwords that
2 are known to be exposed from previous data breaches.

3 16. Not only did Ring fail to protect Plaintiff's Ring account in adopting
4 substandard security and privacy protocols, it also violated their customers' privacy
5 by affirmatively sharing PII with third parties without authorization or consent.

6 17. After widespread reporting on the Ring hacks, an investigation by the
7 Electronic Frontier Foundation ("EFF"), a nonprofit organization that educates
8 consumers on privacy matters, found that the Ring app integrated multiple third-party
9 trackers¹. This unauthorized release further exposed customers to privacy violations
10 by sharing their PII with third parties and increasing the risk of unauthorized access.

11 18. Among the information shared with these third parties were customers'
12 names, private IP addresses, mobile network carriers, persistent identifiers, and sensor
13 data on the devices of Ring's customers. Ring could remove the personal identifiers
14 in user data before sending it to third parties, but it does not.

15 19. Ring thus allows third parties to track its customers on a granular level,
16 without meaningful user notification or consent and, in most cases, with no way to
17 mitigate the damage done. Persistent identifiers and device information are often sent
18 upon app install, and thus before the user has even had the opportunity to view and
19 accept the terms and conditions.

20 20. The danger in sending even small bits of information, such as device
21 specifications, and an advertising ID, anonymous ID, or fingerprint ID, is that
22 analytics and tracking companies are able to combine these bits together to form a
23 unique picture of the user's device (mobile phone or computer), and thus create a
24 fingerprint that follows the user as they interact with other apps and use their device,
25 in essence providing the ability to spy on what a user is doing in their daily lives, in

26 _____
27 ¹ Bill Budington, Ring Doorbell App Packed with Third-Party Trackers, Electronic
28 Frontier Foundation (Jan. 27, 2020),
<<https://www.eff.org/deeplinks/2020/01/ringdoorbell-app-packed-third-party-trackers>>.

1 their home, and precisely when they are doing it. This data detailing user behavior is
2 linked into a profile resulting in broad yet near perfect surveillance of practically all
3 of someone’s interests, identities, and daily routines. The information Ring’s app and
4 website sends to third-party servers at a minimum would allow third parties to know
5 when Ring users are at home or away.

6 21. This information is used to build precise and detailed profiles on
7 individuals, ultimately identifying characteristics such as race, age, sexual orientation,
8 relationship status, socioeconomic status, parental status, and much more. Social
9 media sites and operating systems or apps on Mobile devices can exploit this indirect
10 data collection practices, in particular rely on apps to autonomously collect and send
11 information about app usage to the social network without telling users about the
12 arrangement.

13 22. Obtaining data on and from a device, including the transmission of data
14 linked to a unique identifier from an app to third parties, constitutes the processing of
15 personal data. Data relating to the use of specific apps, including usage logs, from
16 which an individual is directly or indirectly identifiable is also personal data.

17 23. Data harvesting is the fastest growing industry in the U.S. As software,
18 data mining, and targeting technologies have advanced, the revenue from digital ads
19 and the consequent value of the data used to target them have risen rapidly. On
20 information and belief, Ring continues to integrate a sweeping combination of third
21 party “analytics tools” and trackers that require collection of PII to serve its own
22 selfish purpose of monetization.

23 24. Plaintiff Catherine Foster purchased Ring Camera before September 8,
24 2019 and started her subscription service on that date. She stopped ring protection
25 plan on November 24, 2020. By purchasing Ring device and using the service in the
26 past, she has put herself and her household at a significant risk of hacking, data breach
27 and unauthorized dissemination of her and her family’s PII.

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1 25. Because Plaintiff Foster has canceled her subscription service, she is no
2 longer subject to the terms of her subscription service including arbitration. She
3 continues to use her Ring camera and view live streaming.

4 26. Unlike other companies that use online accounts, as of the dates the
5 Plaintiff purchased their Ring devices, Ring did not require basic, industry-standard
6 measures to protect the security of users' accounts. And instead of following any
7 industry standard practices or providing customers clear channels of remediation,
8 Ring places the blame for the data breach on their own users.

9 **V. CLASS ALLEGATIONS**

10 27. Pursuant to Federal Rule of Civil Procedure 23(b)(2) and 23(b)(3),
11 Purchaser/Accountholder Plaintiff, individually and on behalf of all others similarly
12 situated, bring this lawsuit on behalf of themselves and as a class action on behalf of
13 the following Class:

14 **Purchaser/Accountholder Class:** All persons who purchased a Ring
15 security device of any kind from Ring LLC and/or created a Ring account
16 during the applicable limitations period from the state of Massachusetts
17 and nationwide.

18
19 28. Excluded from the Class are any entities, including Ring, and Ring's
20 officers, agents, and employees. Also excluded from the Class are counsel for
21 Plaintiff, any judicial officer presiding over this matter, members of their immediate
22 family, members of their judicial staff, and any judge sitting in the presiding court
23 system who may hear an appeal of any judgment entered.

24 29. Members of the Class are so numerous that joinder is impracticable.
25 While the exact number of members of Class is unknown to Plaintiff, it is believed
26 that each Class is comprised of dozens, if not thousands, of members.

27 30. Common questions of law and fact exist as to all members of the Class.
28 These questions predominate over questions that may affect only individual class

1 members because Ring has acted on grounds generally applicable to the Class. Such
2 common and legal factual questions for the Class include:

- 3 a. Whether Ring violated Plaintiff’s and Class Members’ privacy
4 rights;
- 5 b. Whether Ring failed to safeguard adequately Plaintiff’s and Class
6 Members’ property, including their private and personal
7 information;
- 8 c. Whether Ring’s collection and storage of Plaintiff’s and Class
9 Members’ private and personal information in the manner alleged
10 herein violated federal, state, and local laws, or industry standards;
- 11 d. Whether Ring’s disclosure of Plaintiff’s and Class Members’ private
12 and personal information in the manner alleged herein violated
13 federal, state, and local laws, or industry standards;
- 14 e. Whether Ring acted negligently;
- 15 f. Whether Plaintiff and the Class Members were harmed;
- 16 g. Whether Ring and Plaintiff formed implied contracts;
- 17 h. Whether Ring breached implied contracts with Plaintiff and the
18 Class Members;
- 19 i. Whether Ring’s conduct was unfair;
- 20 j. Whether Ring’s conduct was fraudulent;
- 21 k. Whether Plaintiff and the Class members are entitled to equitable
22 relief, including, but not limited to, injunctive relief, restitution, and
23 disgorgement; and
- 24 l. Whether Plaintiff and the Class members are entitled to actual,
25 statutory, punitive or other forms of damages, and other monetary
26 relief.

27 31. Plaintiff’s claims are typical of the members of the Class as all members
28 of the Class are similarly affected by the Ring’s actionable conduct. Ring’s conduct

1 that gave rise to the claims of Plaintiff and members of the Class is the same for all
2 members of the Class.

3 32. Plaintiff will fairly and adequately protect the interests of the Class
4 because they have no interests antagonistic to, or in conflict with, the Class that
5 Plaintiff seeks to represent. Furthermore, Plaintiff has retained counsel experienced
6 and competent in the prosecution of complex class action litigation, including data
7 privacy litigation.

8 33. Class action treatment is a superior method for the fair and efficient
9 adjudication of this controversy, in that, among other things, such treatment will
10 permit a large number of similarly situated persons or entities to prosecute their
11 common claims in a single forum simultaneously, efficiently, and without the
12 unnecessary duplication of evidence, effort, expense, or the possibility of inconsistent
13 or contradictory judgments that numerous individual actions would engender. The
14 benefits of the class mechanism, including providing injured persons or entities with
15 a method for obtaining redress on claims that might not be practicable to pursue
16 individually, substantially outweigh any difficulties that may arise in the management
17 of this class action.

18 34. Plaintiff knows of no difficulty to be encountered in the maintenance of
19 this action that would preclude its maintenance as a class action.

20 35. Ring has acted or refused to act on grounds generally applicable to the
21 Class, thereby making appropriate final injunctive relief or corresponding declaratory
22 relief with respect to the Class as a whole.

23 36. Plaintiff suffers a substantial and imminent risk of repeated injury in the
24 future.

25 37. California law applies to the claims of all members of the Class.

26 38. The State of California has sufficient contacts to Ring's relevant conduct
27 for California law to be uniformly applied to the claims of the Class. Application of
28 California law to all relevant Class Member transactions comports with the Due

1 Process Clause given the significant aggregation of contacts between Ring’s conduct
2 and California.

3 39. Ring is headquartered and does substantial business in California.

4 40. A significant percentage of the Class Members are located in, and Ring
5 aimed a significant portion of its unlawful conduct at, California.

6 41. The conduct that forms the basis for each Class Member’s claims against
7 Ring emanated from Ring’s headquarters in Santa Monica, California, including
8 Ring’s misrepresentations and omissions regarding security and decisions to
9 implement substandard security practices as alleged herein.

10 42. California has a greater interest than any other state in applying its law
11 to the claims at issue in this case. California has a very strong interest in preventing
12 its resident corporations from engaging in unfair and deceptive conduct and in
13 ensuring that harm inflicted on resident consumers is redressed. California’s interest
14 in preventing unlawful corporate behavior occurring in California substantially
15 outweighs any interest of any other state in denying recovery to its residents injured
16 by an out-of-state defendant or in applying its laws to conduct occurring outside its
17 borders. If other states’ laws were applied to Class Members’ claims, California’s
18 interest in deterring resident corporations from committing unfair and deceptive
19 practices would be impaired.

20 **VI. CLAIMS FOR RELIEF**

21
22 **COUNT I**
NEGLIGENCE

23 **(On behalf of Plaintiff and the Class Members)**

24 43. Plaintiff re-alleges and incorporates the allegations in Paragraphs 1
25 through set forth above as if fully written herein.

26 44. Ring owed Plaintiff and the members of the Class a duty to exercise
27 reasonable care in safeguarding and protecting access to their Ring accounts and
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1 keeping them from being compromised, lost, stolen, misused, and/or disclosed to
2 unauthorized parties.

3 45. This duty included, among other things, designing, maintaining, and
4 testing security systems to ensure that users' account information is adequately
5 secured and protected. Ring's duty to Plaintiff and the members of Class arose from
6 the sensitivity of the information and privacy rights that Ring's devices were designed
7 to secure and protect. This duty further arose because Ring affirmatively designed,
8 developed, maintained, and provided the Ring products and services to its customers,
9 who were the foreseeable victims of negligence in the design, development, and
10 maintenance of Ring's products and services.

11 46. Ring's duties to use reasonable data security measures also arose under
12 Section 5 of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 45, which
13 prohibits "unfair . . . practices in or affecting commerce," including, as interpreted
14 and enforced by the FTC, the unfair practice of failing to use reasonable data security
15 measures to protect consumers. Various FTC publications and data security breach
16 orders further form the basis of Luxottica's duties. In addition, individual states have
17 enacted statutes based upon the FTC Act that also created a duty. The harm that has
18 occurred is the type of harm the FTC Act (and similar state statutes) were intended to
19 guard against.

20 47. Ring breached its duty to Plaintiff and the members of Class when it
21 allowed unauthorized users to access their accounts, when it failed to implement and
22 maintain reasonable security protections and protocols, and when it knowingly shared
23 and/or sold customers' PII to third parties for analytics and marketing purposes
24 without adequate disclosure to and consent from its customers.

25 48. Ring, a sophisticated tech company, knows what the industry-standard
26 security practices are, but chose not to implement them.

27 49. As a result of Ring's breaches, several of the Class members suffered
28 serious injuries when unauthorized third parties were able to access their Ring

1 accounts. And Plaintiff and other Class members are at a significant risk to suffer
2 injury due to Ring’s breaches because they incurred expense associated with
3 purchasing, installing, creating accounts for, and using the insecure devices in and
4 around their homes.

5 50. It was entirely foreseeable to Ring that Plaintiff and the members of
6 Class would be harmed if it failed to adequately safeguard access to their Ring
7 accounts and security devices. Failure to protect their Ring accounts and access to
8 their security devices was likely to result in injury to Plaintiff and members of the
9 Class because hackers could gain unauthorized access to private information about
10 their lives, spy on them, harass them, threaten them, endanger them, and commit
11 financial fraud or theft using information learned through the unauthorized access.

12 51. There is a close connection between Ring’s failure to adequately
13 safeguard access to the Ring accounts of the members of the Class and the injuries
14 suffered by them.

15 52. But for Ring’s acts and omissions in maintaining inadequate security,
16 and allowing hackers to gain access to customer accounts, the
17 Accountholder/Purchaser Plaintiff and Class Members’ devices would not be put at a
18 significant risk of getting hacked, their homes spied on, and loved ones harassed. This
19 close connection is further reinforced by the broader general evidence of hacks of
20 others’ Ring devices occurring around the same time period.

21 53. Further, but for Ring’s disclosure and/or sale of PII to third parties for
22 analytics and marketing purposes without disclosure and consent, the
23 Accountholder/Purchaser Plaintiff’s and the Accountholder/Purchaser Class
24 Members’ PII and privacy rights would not have been compromised.

25 54. Aware of the vulnerability of its customers, and the sensitive nature of
26 the information available to anyone who watches an indoor camera security feed, Ring
27 has not taken sufficient actions to prevent hackers from gaining unauthorized access.
28 Ring was aware of the problems with its security systems and that they were

1 vulnerable to intrusion by hackers, because these issues were widely covered in the
2 media. There was even a podcast dedicated to entertaining subscribers by hacking and
3 harassing Ring customers through their devices. But even though Ring was aware of
4 the vulnerability of its customers to being hacked through its accounts and devices,
5 Ring failed to cure those vulnerabilities or protect its customers' accounts.

6 55. Plaintiff and members of the Class enjoy a special relationship with
7 Ring. Ring provided services to Plaintiff and members of the Class, including the
8 ability to monitor their indoor security devices via their Ring accounts. The
9 transactions between Ring and the members of the Class are intended to benefit the
10 Plaintiff and members of the Class by providing them the ability to use the indoor
11 devices for all of the purposes they expected and Ring intended.

12 56. Plaintiff and members of the Class were harmed by Ring's failure to
13 exercise reasonable care in safeguarding their account information, and that harm was
14 reasonably foreseeable.

15 **COUNT II**
16 **VIOLATION OF CALIFORNIA UNFAIR COMPETITION LAW ("UCL")**
17 **(Or its equivalent in states nationwide and on behalf of Plaintiff and**
18 **Class Members)**

19 57. Plaintiff re-alleges and incorporates the allegations in Paragraphs 1
20 through set forth above as if fully written herein.

21 58. Plaintiff has standing to pursue this cause of action because Plaintiff was
22 placed at and is at a significant risk of suffering injury in fact and lost money as a
23 result of Ring's misconduct described herein.

24 59. As described herein, Ring advertised their products and services as
25 enhancing security and safety, but in fact provided products and services that were
26 highly vulnerable to hacking and that worsened the safety and security of Plaintiff and
27 the members of the Class.
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1 60. Plaintiff would continue using her Ring products and services if they
2 could be assured that Ring would take adequate security measures to protect the
3 security of their accounts and devices going forward.

4 61. The UCL defines unfair business competition to include any “unlawful,
5 unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or
6 misleading” advertising. Cal. Bus. & Prof. Code § 17200. Ring has engaged in
7 business acts and practices that, as alleged above, constitute unfair competition in
8 violation of Business and Professions Code section 17200.

9 Unlawful

10 62. Ring’s business practices, as alleged herein, violate the “unlawful” prong
11 because Ring violates Plaintiff’s and Class Members’ rights to privacy and state laws,
12 including Article 1, Section 1 of the California Constitution, and the California
13 Consumers Legal Remedies Act.

14 Unfair

15 63. Ring’s business practices, as alleged herein, violate the “unfair” prong
16 of the UCL because they offend an established public policy and are immoral,
17 unethical, and unscrupulous or substantially injurious to consumers.

18 64. Plaintiff and members of the Class have a well-established right to
19 privacy and well-established privacy interests in their homes and in their sensitive
20 personal information. Ring’s failure to implement and maintain adequate security
21 protocols, and its disclosure and/or sale of customers PII to third parties without their
22 permission or consent, violated those interests and substantially injured them.

23 65. The reasons, justifications, or motives that Ring may offer for the acts
24 and omissions described herein are outweighed by the gravity of harm to the victims.
25 The injuries suffered by Plaintiff and members of the Class are substantial and are not
26 outweighed by any countervailing benefits to consumers or competition.

27 Fraudulent

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1 66. Ring’s acts, as described herein, are “fraudulent” because they are likely
2 to deceive the general public.

3 67. Ring’s business practices described herein also violate the UCL because
4 Ring falsely represented that goods or services have characteristics they do not have,
5 namely, good security; falsely represented that its goods or services are of a particular
6 standard when they are of another; advertised its goods and services with intent not
7 to sell them as advertised; represented that the subject of a transaction was supplied
8 in accordance with a previous representation when it was not; and/or made material
9 omissions regarding the security of Ring’s devices.

10 68. As a result of Ring’s unlawful, unfair, and fraudulent business practices,
11 Plaintiff and members of the Class have a significant risk of suffering injury.

12 69. If Ring is permitted to continue to engage in the unfair and fraudulent
13 business practices described above, its conduct will engender further injury,
14 expanding the number of injured members of the public beyond its already large size,
15 and will tend to render any judgment at law, by itself, ineffectual. Under such
16 circumstances, Plaintiff and members of the Class have no adequate remedy at law in
17 that Ring will continue to engage in the wrongful conduct alleged herein, thus
18 engendering a multiplicity of judicial proceedings. Plaintiff and members of the Class
19 request and are entitled to injunctive relief, enjoining Ring from engaging in the unfair
20 and fraudulent acts described herein.

21 70. The basis for Plaintiff’s claims emanated from California, where the
22 primary decisions regarding what security measures to implement (or not) into Ring’s
23 devices occurred. Ring affirmatively instructs its users to contact Ring at an address
24 in Santa Monica, California, with questions about “data protection.”

25 **COUNT III**

26 **BREACH OF IMPLIED CONTRACT**

27 71. Plaintiff re-alleges and incorporates the allegations in Paragraphs 1
28 through set forth above as if fully written herein.

1 72. Ring sold devices to Plaintiff and members of the Class. In exchange,
2 Ring received benefits in the form of monetary payments. Plaintiff and members of
3 the Class also created Ring accounts, providing Ring with their valuable personal data
4 and, in some cases, money in exchange for upgraded subscription services.

5 73. Ring has acknowledged these benefits and accepted or retained them.,
6 Implicit in the exchange of the devices for the monetary payments and the exchange
7 of personal data for Ring accounts required to use those devices is an agreement that
8 Ring would provide devices suitable for their purpose—providing home security—
9 and not designed with flaws that render them vulnerable to hacking and therefore
10 inadequate to provide safety and security.

11 74. Without such implied contracts, Plaintiff and members of the Class
12 would not have paid for and conferred benefits on Ring, but rather would have chosen
13 an alternative security system that did not present such dire hidden safety risks or
14 implement third party software enabling surveillance of activity within their own
15 homes.

16 75. Plaintiff and members of the Class fully performed their obligations
17 under their implied contracts with Ring, but Ring did not.

18 76. Ring breached its implied contracts with Plaintiff and the Class Members
19 by failing to acknowledge and repair the inherent vulnerabilities in their accounts and
20 devices and by willfully violating customer privacy interests by disclosing personal
21 data to third parties without full disclosure or consent. These circumstances are such
22 that it would be inequitable for Ring to retain the benefits received.

23 77. As a direct and proximate result of Ring’s breach of its implied contracts
24 with Plaintiff and members of the Class, Plaintiff and members of the Class have
25 suffered and will suffer injury.

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COUNT IV

UNJUST ENRICHMENT

78. Plaintiff re-alleges and incorporates the allegations in Paragraphs 1 through set forth above as if fully written herein, and to the extent necessary, asserts this count in the alternative to their breach of implied contract claim.

79. Ring has profited and benefited from the purchase of its devices by Plaintiff and members of the Class.

80. Ring has voluntarily accepted and retained these profits and benefits with full knowledge and awareness that, as a result of the misconduct and omissions described herein, Plaintiff and members of the Class did not receive products of the quality, nature, fitness, or value represented by Ring and that reasonable consumers expected.

81. Ring has been unjustly enriched by its withholding of and retention of these benefits, at the expense of Plaintiff and members of the Class.

82. Equity and justice militate against permitting Ring to retain these profits and benefits.

83. Plaintiff and members of the Class have a significant risk of suffering injury as a direct and proximate result of Ring’s unjust enrichment and seek an order directing Ring to disgorge these benefits and pay restitution to Plaintiff and members of the Class.

COUNT V

BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY

84. Plaintiff re-alleges and incorporates the allegations in Paragraphs 1 through set forth above as if fully written herein.

85. Ring is a manufacturer and seller, as it designed, assembled, fabricated, produced, constructed, and prepared its products (combined in one as hardware and software) before they were sold. Ring is a seller because it was a manufacturer, wholesaler, and distributor engaged in the business of selling a product for use and

1 resale with actual knowledge that its products contain significant flaws,
2 vulnerabilities, and inadequate security features, and that they do not protect users'
3 sensitive and private information.

4 86. Ring impliedly warranted that its products (both hardware and software),
5 which it designed, manufactured, and sold to Plaintiff and members of the Class, were
6 merchantable, fit and safe for their ordinary use, not otherwise injurious to consumers,
7 and equipped with adequate warnings.

8 87. Ring did not effectively disclaim this implied warranty.

9 88. Ring's products were defective at the time Ring sold them to Plaintiff
10 and members of Class. Ring breached its implied warranty of merchantability, in that,
11 among other things, its products were not safe, merchantable, and reasonably suited
12 for the ordinary purposes for which they were sold.

13 89. Ring, both directly and through authorized resellers, sold its products to
14 Plaintiff and members of Class.

15 90. Plaintiff is person whom Ring reasonably would have expected to
16 purchase its products.

17 91. Plaintiff relied upon Ring's implied warranty that the products they
18 purchased were of merchantable quality. Yet Ring's products contain significant
19 flaws, vulnerabilities, and inadequate security features, and they do not protect users'
20 sensitive and private information, such that they are not merchantable and are unfit
21 for their intended purpose of providing home security and protecting consumers'
22 privacy in their homes. Ring placed its products in the stream of commerce and
23 expected them to reach consumers without substantial change in the condition in
24 which they were sold. Indeed, Plaintiff as purchaser of Ring's products, is a consumer
25 who would reasonably be expected to use Ring's products and be affected by their
26 performance without substantial change in the condition in which they were sold by
27 Ring.

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1 92. Ring’s products are defective such that, when used by Plaintiff and
2 members of Class as intended and in a foreseeable and reasonable manner, they fail
3 to provide home security and protect consumers’ personal information and privacy.

4 93. Ring’s products did in fact fail to provide security and protect the privacy
5 of Plaintiff and members of Class as alleged above.

6 94. Ring knew or should have known of its products’ defective design and/or
7 manufacture and, as a result, that the products were dangerous and unfit for their
8 intended use.

9 95. Ring did not warn or alert purchasers or users of the foregoing defects
10 and dangers, despite its knowledge of them.

11 96. As a direct and proximate result of these failures, Plaintiff has been
12 exposed to significant risk of sustaining injuries, damages, and loss.

13 97. Ring is liable to Plaintiff and members of Class for damages caused by
14 Ring’s breach of its implied warranty of merchantability in an amount to be proven at
15 trial.

16 **COUNT VI**
17 **VIOLATION OF THE MASSACHUSETTS M.G.L. 93A**
18 **(on behalf of the class members from the state of Massachusetts)**

19 98. Plaintiff re-alleges and incorporates the allegations in Paragraphs 1
20 through set forth above as if fully written herein.

21 99. Ring’s conduct at issue here was experienced by Plaintiff and the Class
22 Members in the state of Massachusetts and violates unfair competition law. Ring
23 violates equivalent unfair competition laws in remaining states nationwide.

24 100. M.G.L., c. 93A, § 2 provides that “[u]nfair methods of competition and
25 unfair or deceptive acts or practices in the conduct of any trade or commerce are
26 declared unlawful.” M.G.L., c. 93A, § 9 permits any consumer injured by a violation
27 of c. 93A, § 2 to bring a civil action, including a class action, for damages and
28 injunctive relief.

1 101. As alleged more fully herein, Defendant has violated c. 93A, § 2 by
2 selling an insecure system to Plaintiff and other Massachusetts putative class
3 members that is susceptible to hacks. This conduct is unfair because it is harassing
4 and annoying and invades the privacy of Plaintiff and the putative class members.

5 102. Defendant constitutes unfair and deceptive conduct in violation of c.
6 93A, § 2.

7 103. Pursuant to M.G.L., c. 93A, § 9, Plaintiff on behalf of herself and the
8 MGL C. 93A Class, seeks an order:

9 a) Enjoining Defendant from continuing to engage in, use, or employ any of
10 the unfair and/or deceptive business acts or practices set forth in detail above;
11 and

12 b) Disgorging and restoring all monies that may have been acquired by
13 Defendant as a result of such unfair and/or deceptive acts or practices.

14 104. Plaintiff has made a written demand for relief pursuant to Massachusetts
15 General Laws chapter 93A section 9(3) concurrent with the filing of this Complaint,
16 thereby entitling Plaintiff and the putative class to judgment on this Count and for all
17 damages authorized by statute.

18 105. Based on the foregoing, Plaintiff and the other members of the
19 Massachusetts Subclass are entitled to all remedies available under c. 93A, § 9,
20 including, but not limited to, actual or statutory damages, whichever is greater,
21 multiple damages, attorneys' fees and costs.

22
23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff, individually and on behalf of the other Class
25 members, respectfully request that this Court enter a judgment:

26 a) Certifying the Class and appointing the Purchaser/Accountholder
27 Plaintiff as Class Representatives for the Purchaser/Accountholder Class;

28 b) Finding that Ring's conduct was unlawful as alleged herein;

- 1 c) Awarding Plaintiff and the Class Members nominal, actual,
- 2 compensatory, consequential, and punitive damages as allowed by law;
- 3 d) Awarding Plaintiff and the Class Members statutory damages and
- 4 penalties as allowed by law;
- 5 e) Awarding Plaintiff and the Class Members restitution as allowed by law;
- 6 f) Awarding Plaintiff and the Class Members pre-judgment and post-
- 7 judgment interest as allowed by law; and
- 8 g) Awarding Plaintiff and the Class Members reasonable attorneys' fees,
- 9 costs, and expenses.

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Dated: March 10, 2021

DEVLIN LAW FIRM, LLC

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 others similarly situated*

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DEMAND FOR JURY TRIAL

Plaintiff requests a jury trial of all issues in this action so triable.

Dated: March 10, 2021

DEVLIN LAW FIRM, LLC

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