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7
8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10
11 *In re Ring LLC Privacy Litigation*

Case No. 2:19-CV-10899

12 **DEFENDANT RING LLC'S NOTICE**
13 **OF MOTION AND MOTION TO**
14 **COMPEL ARBITRATION AND**
15 **STAY LITIGATION**

Date: March 22, 2021
Time: 10:00 a.m.
Courtroom: 5A

16 This document relates to all cases.
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1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on March 22, 2021, at 10:00 am, or as soon
3 thereafter as may be heard, in Courtroom 5A of the above-entitled Court, located in
4 the United States Courthouse, 350 West First Street, California 90012, Defendant Ring
5 LLC will and hereby does move, pursuant to 9 U.S.C. § 4, for an order compelling
6 Plaintiffs Ashley LeMay, *et al.* (“Plaintiffs”) to submit their claims to individual
7 arbitration and staying litigation.

8 This Motion is made on the grounds that each Plaintiff must arbitrate his or her
9 claims pursuant to a valid, enforceable agreement to arbitrate contained in Ring’s
10 Terms of Service, to which each Plaintiff agreed or is bound under contract and agency
11 principles or the doctrine of equitable estoppel. Further, the arbitration agreement
12 mandates that each Plaintiff pursue his or her claims on an individual, rather than class
13 or collective, basis. Finally, the agreement clearly and unmistakably delegates
14 questions of arbitrability to the arbitrator. Therefore, each and every Plaintiff’s claims
15 must be submitted to binding, individual arbitration. *See Henry Schein, Inc. v. Archer*
16 *& White Sales*, 139 S. Ct. 524, 530 (2019).

17 This Motion is based on this Notice of Motion, Memorandum of Points and
18 Authorities, and the Declarations of John Modestine and Ashley Artmann filed
19 herewith, all pleadings and papers filed in this action, and such other matters as may
20 be presented to the Court at the time of or before the hearing.

21 This motion is made following the conference of counsel pursuant to L.R. 7-3
22 which took place on January 29, 2021.

23 Dated: February 5, 2021

HUESTON HENNIGAN LLP

24
25 By:  _____

26 Moez M. Kaba

27 *Attorneys for Defendant Ring LLC*

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

In re Ring LLC Privacy Litigation

Case No. 2:19-CV-10899

**DEFENDANT RING LLC'S
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION TO COMPEL
ARBITRATION AND STAY
LITIGATION**

This document relates to all cases.

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