

1 Moez M. Kaba, State Bar No. 257456  
mkaba@hueston.com  
2 Ashley Artmann, State Bar No. 319374  
aartmann@hueston.com  
3 HUESTON HENNIGAN LLP  
523 West 6th Street, Suite 400  
4 Los Angeles, CA 90014  
Telephone: (213) 788-4340  
5 Facsimile: (888) 775-0898

6 *Attorneys for Defendant Ring LLC*

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.  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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*  
28

1 Moez M. Kaba, State Bar No. 257456  
mkaba@hueston.com  
2 Ashley Artmann, State Bar No. 319374  
aartmann@hueston.com  
3 HUESTON HENNIGAN LLP  
523 West 6th Street, Suite 400  
4 Los Angeles, CA 90014  
Telephone: (213) 788-4340  
5 Facsimile: (888) 775-0898

6 *Attorneys for Defendant Ring LLC*

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**  
13 **MEMORANDUM OF POINTS AND**  
14 **AUTHORITIES IN SUPPORT OF**  
15 **MOTION TO COMPEL**  
**ARBITRATION AND STAY**  
**LITIGATION**

16 This document relates to all cases.

Date: March 22, 2021  
Time: 10:00 a.m.  
Courtroom: 5A  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## TABLE OF CONTENTS

		<u>Page</u>
1		
2		
3	I. INTRODUCTION.....	1
4	II. BACKGROUND.....	3
5	A. Each Plaintiff Purchased a Ring Product, Created a Ring	
6	Account, and/or Used Ring's Services .....	3
7	B. Ring Users Consent to The Terms Through Purchase and	
8	Use of Ring Products and By Registering for a Ring	
9	Account .....	4
10	C. Ring's Terms Require Individual Arbitration for All	
11	Disputes Arising Out of or Related to Ring's Products or	
12	Services .....	6
13	III. LEGAL STANDARD .....	9
14	IV. ARGUMENT .....	10
15	A. The Signatory Plaintiffs are Bound by Ring's Terms.....	10
16	1. The Signatory Plaintiffs Agreed to Ring's Terms By	
17	Purchasing and Using Their Ring Products.....	10
18	2. The Signatory Plaintiffs Agreed to Ring's Terms By	
19	Creating a Ring Account .....	12
20	3. Fifteen Signatory Plaintiffs' Continued Use of Ring	
21	Products Constitutes Agreement to the Terms .....	14
22	B. The Non-Signatory Plaintiffs are Bound by Ring's Terms .....	15
23	1. The Non-Signatory Plaintiffs Must Arbitrate	
24	Because Their Guardians, The Signatory Plaintiffs,	
25	Agreed on Their Behalf to Arbitrate Claims Against	
26	Ring.....	15
27	2. The Non-Signatory Plaintiffs are Bound by Ring's	
28	Terms Based on Their Preexisting Relationship with	
	a Signatory Plaintiff.....	17
	3. The Non-Signatory Plaintiffs are Bound by Ring's	
	Terms Under The Doctrine of Equitable Estoppel .....	18
	C. Plaintiffs Can Only Proceed in Individual Arbitration .....	22
	D. Issues of Arbitrability Are Delegated to the Arbitrator .....	23
	E. Plaintiffs' Arbitration Agreement Encompasses Their	
	Claims.....	24

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

TABLE OF CONTENTS (cont.)

Page

VI. CONCLUSION .....25

# Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

## Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

## Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

## Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

## API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

## LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

## FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

## E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.