

**STATE OF NEW HAMPSHIRE**

**MERRIMACK, SS.**

**SUPERIOR COURT**

**Mark LaValley and Terri King, individually and on behalf of themselves and all others  
similarly situated**

**v.**

**Concord Housing and Redevelopment Authority**

**No. \_\_\_\_\_**

**CLASS ACTION COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF**

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NOW COME Plaintiffs Mark LaValley and Terri King of the City of Concord, Merrimack County, State of New Hampshire, and complain against the Defendant Concord Housing and Redevelopment Authority (“CHRA”) as follows:

### **INTRODUCTION**

*“Killing a fly with a sledgehammer.”*

*- a tenant of the John F. Kennedy Apartments regarding the  
Concord Housing and Redevelopment Authority’s Minut Monitor program*

1. This is a civil rights action challenging a local housing authority’s decision to install intrusive electronic monitoring equipment in hundreds of residential units. Those devices have the capacity to monitor and transmit, on an ongoing basis, granular information about presence and activity in the home, including by sensing motion and measuring noise levels, number of iOS devices (and thus estimated number of people inside a unit), smoke, and other information. The collection of this data—which, pieced together, can reveal the intimate details of someone’s personal life—is an intrusive governmental incursion into a person’s private and personal affairs in their home. In this class action complaint, two individuals, on behalf of themselves and all others similarly situated, challenge this collection under Part 1, Article 2-b and Part I, Article 19 of the New Hampshire Constitution.

2. Defendant CHRA has invaded, and continues to invade, the privacy of hundreds of tenants by placing electronic monitoring devices in around 300 units in their properties. It did so in an effort to punish routine infractions by a small number of tenants that they have historically been able to address through ordinary property maintenance enforcement procedures.

3. Through these devices, known as Minut Monitors, CHRA has collected a continuous stream of private and personal information directly from within people’s homes, delving

directly into their personal lives. Since beginning installation of the Minut Monitors in the fall of 2024, CHRA has amassed hundreds of millions of data points from within tenants' apartments.

4. The data collected is reviewable at all times by CHRA staff and, pursuant to a contractual agreement with CHRA, by the developer of the Minut Monitors, Minut, Inc.

5. CHRA has collected this data with minimal, misleading notice to tenants that does not disclose the full capabilities of the devices, nor the scope of the data collected.

6. As CHRA is a state actor, the installation is a governmental intrusion upon tenants' personal and private information, as well as a continuous warrantless government search of tenants' homes.

7. This intrusion into the tenants' homes and personal information is being done either (i) without the meaningful consent of the tenants who were told installation was mandatory and who were not given the complete picture of the scope of the personal data collected, or (ii) through coercive and unlawful lease addendums that gave tenants the false choice between surrendering their rights or living on the streets.

8. Given the sophisticated nature of the installed monitors and the detailed information they collect, the magnitude of the privacy violation is apparent. Granular information that can easily be used to infer tenants' waking hours and daily routines is collected and stored indefinitely. For example, Minut Monitors adjacent to tenants' beds can sense sound and motion data reflecting intimate acts. The monitors' continuous minute-by-minute collection of sound data too may even detect the sound of a telephone ring, when an alarm clock sounds in the morning, or when a resident has a small gathering for dinner. Further, the monitors' ability to detect iOS devices can produce occupancy data that can reflect the comings and goings of a

unit's resident and guests, including when they are likely present in their own home and when they have company. All of this data, combined together, can paint a picture of a person's private life.

9. Accordingly, tenant class representatives file this complaint to enforce their rights under Part 1, Articles 2-b and 19 of the New Hampshire Constitution.

10. Specifically, in filing this Class Action Complaint, the class representatives request that this Court declare that CHRA violated its tenants' constitutional rights to privacy and security from unreasonable warrantless searches by installing the Minut Monitors and non-consensually collecting their personal and private information.

11. Additionally, the class representatives request that the Court enjoin CHRA from continuing to install and maintain, in all units it owns or manages, Minut Monitor devices that non-consensually collect personal and private information, and order CHRA to delete all data collected by the Minut Monitors from within tenants' homes.

### **THE PARTIES**

12. Plaintiff and Class Representative Mark LaValley is an adult individual residing at 15 Pitman Street, Concord, New Hampshire. He is a resident of the Crutchfield Building, a public housing development owned and maintained by CHRA.

13. Plaintiff and Class Representative Terri King is an adult individual residing at 15 Parmenter Road, Concord, New Hampshire. She is a resident of the Parmenter Place Apartments (hereinafter, "Parmenter"), a Low-Income Housing Tax Credit property owned by Parmenter Place, a New Hampshire non-profit corporation. Parmenter Place shares a principal address and board management with CHRA. CHRA maintains and manages the property and is actively in charge of daily decisions at the property.

14. Defendant CHRA is a federally funded public housing agency established by the City of Concord, New Hampshire. It maintains a principal place of business at 23 Green Street, Concord, New Hampshire. CHRA administers federally subsidized housing programs in Concord, New Hampshire including both of the housing developments that Plaintiffs reside in, and all of the housing developments that proposed class members reside in.

### **JURISDICTION AND VENUE**

15. This is a class action by Plaintiffs seeking declaratory and injunctive relief. This Court has jurisdiction pursuant to the New Hampshire Constitution, RSA 491:7, RSA 498:1, and Superior Court Rule 48. This Court has authority to issue a declaratory judgment in this case pursuant to RSA 491:22. It has authority to issue injunctive relief pursuant to RSA 491:8 and Superior Court Rule 48.

16. Plaintiffs request a judicial declaration stating that CHRA violated its tenants' constitutional rights by installing the Minut Monitors and non-consensually collecting their personal and private information. RSA 491:22, I provides in part, "Any person claiming a present legal or equitable right or title may maintain a petition against any person claiming adversely to such a right or title to determine the question as between the parties, and the court's judgement or decree thereon shall be conclusive."

17. This Court has personal jurisdiction over CHRA whose principal place of business is in Concord, New Hampshire.

18. Venue is appropriate in Merrimack County, as Plaintiffs reside in that county, Defendant maintains a principal place of business in that county, and the properties at issue are located in that county.

## **FACTS**

### **I. The Concord Housing and Redevelopment Authority**

19. CHRA is a public housing authority operating as a municipal corporation for the City of Concord.

20. Under New Hampshire law, CHRA is formally a public body corporate and politic that exercises public and essential government functions. RSA 203:4, 203:8.

21. CHRA provides apartments to low-income tenants at subsidized rates through programs funded by the United States Department of Housing and Urban Development.

22. Through the funding provided by these federal programs, CHRA owns and manages several multifamily apartment buildings and townhouse style developments in Concord that provide hundreds of subsidized units of housing stock.

23. Tenants qualifying for CHRA's subsidized units are highly unlikely to afford to rent apartments in the private market given their incomes. If not for the subsidized rents that CHRA provides, many of these tenants would likely be homeless.

24. As a result, tenants qualifying for CHRA's subsidized units are unlikely to each individually have the financial resources or ability to challenge the constitutionality of the installation of Minut Monitors in their homes.

### **II. Minut Monitor Devices**

25. The Minut Monitor electronic monitoring devices at issue in this complaint are developed and produced by the Swedish technology company Minut, Inc. See App. at 64, Ex. 1.

26. Minut, Inc. produces electronic smart home monitoring and alarm equipment and provides monitoring and data services to support their customers' use of their devices. *See App. at 75, Ex. 2.* Minut, Inc. provides products and services worldwide. App. at 64, Ex. 1.

27. The purpose of the devices that Minut, Inc. produces is to monitor tenants and guests to identify breaches of short-term rental, hotel, and residential rules to enforce compliance, as well as to monitor vacant properties for unwelcome activity. App. at 75–105, Ex. 2, 3, 4.

28. While primarily marketed to short-term rental properties such as Airbnb hosts, Minut, Inc. does provide products and services for residential properties. App. at 76, Ex. 2.

29. Minut, Inc. advertises their products and services to multi-family residential property managers by saying “Get alerted to noise, smoking, mold risk, or overcrowding as soon as it happens. Real-time data helps your team respond quickly and professionally.” App. at 76, Ex. 2.

30. The Minut Monitor devices purchased and used by CHRA are internet-connected tools for landlords and homeowners to monitor the inside of homes, short term rentals, and tenant apartments. App. at 75–105, Ex. 2, 3, 4. Upon information and belief, the specific Minut Monitor model used by CHRA is the Minut M3 (Model MT-AM1).

31. The physical devices themselves resemble standard smoke detectors and are placed on ceilings or walls via a magnetic plate.

32. The sensor hardware is based on an NXP lpc55s6 System on Chip, a low-powered device capable of running for an extended period of time with limited power. The device battery is charged either by a USB-C cord or can be hardwired to receive power through an ethernet cable.

33. The Minut Monitor devices contain sensors that monitor smoke, humidity, temperature, noise, motion, and signals from certain Bluetooth enabled devices.<sup>1</sup> The Minut

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<sup>1</sup> Minut, Inc. advertises a number of differing ways that occupancy data is captured. They report that their devices can detect passive signals specifically from iOS devices which are the operating system that runs on iPhones and

Monitors also contain a sensor that detects when the device is detached from the ceiling- or wall-mounted magnetic panel. The sensor data is collected on an ongoing basis and transmitted to Minut, Inc., which retains and stores the data on servers physically located in the European Union. Minut, Inc.'s privacy policy does not state specifically where in the European Union the servers are located. App. at 131, Ex. 7.

### **III. Sensors**

34. The smoke sensor of the Minut Monitors is designed to detect cigarette and marijuana smoke particulate within the property. The sensor measures air quality by recording Volatile Organic Compound data from the air. Minut alleges that, using this data, the device can differentiate between cigarette and marijuana smoke and cooking smoke.

35. Minut, Inc. states that Minut Monitors are not intended to operate as smoke alarms and as such do not meet associated regulatory requirements. App. at 148, Ex. 8. Many of the CHRA properties already have multiple forms of smoke alarm equipment. As an example, in the Crutchfield building where Plaintiff Mark LaValley resides, units are equipped with multiple types of smoke alarms.

36. The humidity sensor of the Minut Monitors returns humidity as a percentage to two decimal places with an apparent sample rate of one measurement per minute. Similarly, the temperature sensor returns temperature in degrees Celsius to two decimal places with an apparent sample rate of one measurement per minute.

37. The noise sensor of the Minut Monitors returns noise data in decibels ("dB") with an apparent sampling rate of up to one measurement per minute.

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other Apple products. App. at 110, Ex. 5. On information and belief, the devices appear to detect Bluetooth signals from iOS devices. However, Minut, Inc. also claims that occupancy data via their "crowd detect" feature is detected via Wi-Fi probe requests near the sensor. App. at 107, Ex. 5.

38. The motion sensor uses Passive Infrared (“PIR”) technology to record motion continuously. The default behavior is to aggregate the number of motion events within an hour and report that data through the app.

39. However, the sensor parameters actually generate more granular data. Minut Monitors record the exact second that motion is first detected by the sensor, and continue to log new motion events for every 45 seconds of continuous motion. The devices are thus able to determine how long a person is moving near the sensor down to the minute giving a high degree of accuracy regarding human presence, timing, and duration.

40. The Bluetooth sensor is intended to detect Bluetooth beacons that are associated with an Apple iOS device. The intent of this sensor is to provide a crude estimate of the number of guests in any apartment or short-term rental the Minut Monitor is installed in. Minut, Inc. estimates that an average human carries 1.5 Apple devices.<sup>2</sup>

41. The Bluetooth sensor will provide the number of detected devices but no additional information.

#### **IV. Minut App**

42. In addition to devices, Minut, Inc. provides customers with a subscription service that grants access to a platform containing an internet and app-based dashboard that presents data collected from Minut Monitor devices (“Minut app” or “the app”). A subscription must be purchased to operate a monitoring device and view the data collected.

43. Minut’s data is broken into two categories of data: (i) sensor streams, and (ii) events. Sensor streams are the data directly recorded from the sensors on a continuous basis, while events are one-time changes in the environment detected by the device as they happen.

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<sup>2</sup> This of course, does not account for the many individuals who do not carry Apple devices with iOS features, but instead carry Android or other devices.

44. The app provides access to the data stored on Minut, Inc.'s servers rather than direct data communication with the Minut Monitor device. As such, the app will only provide the data Minut, Inc. is willing to provide, and it cannot be guaranteed to be all data collected and stored by Minut, Inc.

45. In response to a request made under RSA ch. 91-A by Plaintiffs' counsel, CHRA provided a document, likely produced by Minut, Inc., that detailed which types of data are "surfaced in the Minut app" and which are "recorded by the platform but not in the app."<sup>3</sup> App. at 158, Ex. 9.

46. Data available through the app includes all events detected (including motion), along with sensor streams of temperature, humidity, sound, and battery level. App. at 159, Ex. 9.

47. In the same 91-A response CHRA acknowledged that the Minut Monitors collect a significant amount of additional information provided directly to Minut, Inc. that is not available to CHRA through the app. This data includes ambient light, particulate matter, accelerometer, magnetic flux, internal sensors, Wi-Fi signal, smoke-alarm detection, and carbon monoxide.<sup>4</sup> App. at 158, Ex. 9.

48. The VOC (Volatile Organic Compound) air-quality data that is essential for smoke detection is also not available through the app and is only available to Minut, Inc. However,

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<sup>3</sup> Relying on this, Plaintiff's interpret "surfaced in the Minut app" to mean data available to CHRA through their Minut app account while data that is "recorded by the platform but not in the app" is data not available to CHRA through the app that is reserved by Minut, Inc.. Regardless of what data is and isn't viewable to CHRA through the app, all information discussed in this complaint has been collected and retained on CHRA's behalf.

<sup>4</sup> Plaintiffs' Counsel's understanding of what information is readily accessible to CHRA—as opposed to what data is only accessible by Minut, Inc.—is largely based on the data syllabus provided by Minut, Inc. via CHRA in response to the May 2026 91-A records request. Later references in this complaint related to sound, temperature, and humidity sensor stream data and motion event data all relate to data accessible through CHRA's Minut app. It is likely that there is significantly more data from tenant apartments that is collected and only accessible to Minut, Inc. that is not known to the parties and thus not referenced further in this complaint.

smoke detection alerts are still available to CHRA through the app as specific events.<sup>5</sup> App. at 158, Ex. 9.

49. The app permits real-time visualization of available data retrieved from the Minut Monitor device sensors by displaying the sensor stream data in a line chart.

50. Through the app, owners are able to set alerts when specific benchmarks are detected in the data collected by Minut Monitors. Owners set a threshold datapoint via the app and when the Minut Monitor detects data that meets or exceeds that threshold, the owner receives a notice via the app and e-mail.

51. For example, if an owner sets a noise level threshold of some number between 75 and 80 decibels<sup>6</sup> and a Minut Monitor detects a noise level over that threshold, the app will notify the owner of a period of elevated noise. After the notification, the Minut Monitor will provide a second notice 10 minutes later regarding whether there is continued elevated noise or if it has abated. See App. at 162–64, Ex. 10.

52. Each Minut Monitor can be displayed and labeled through the app. For owners with multiple buildings, “home groups” can be established to group monitors by property. App. at 176–83, Ex. 11.

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<sup>5</sup> Plaintiffs’ Counsel’s understanding of what information is readily accessible to CHRA—as opposed to what data is only accessible by Minut, Inc.—is largely based on the data syllabus provided by Minut, Inc. via CHRA in response to the May 2026 91-A records request. Later references in this complaint related to sound, temperature, and humidity sensor stream data and motion event data all relate to data accessible through CHRA’s Minut app. It is likely that there is significantly more data from tenant apartments that is collected and only accessible to Minut, Inc. that is not known to the parties and thus not referenced further in this complaint.

<sup>6</sup> Minut itself says that 70-75 decibels reflects a “[s]mall gathering, raised voices, music at moderate volume.” See Minut, *Decibels and Sound Levels*, <https://perma.cc/59F6-8U3J>. According to another source, 75 decibels might include, for example, a vacuum cleaner. See Yale, *Decibel Level Comparison Chart*, <https://perma.cc/HJ99-AELN>. And 80 decibels could include common items or events like, for example, older (and louder) vacuum cleaners, a window air conditioner, a dishwasher, a food blender or a garbage disposal, a hairdryer, a ringing telephone, or a loud alarm clock. See Decibel Pro, *How Loud is 80 Decibels*, <https://perma.cc/3RLZ-FULP>.

53. CHRA labels and organizes their home groups by the subsidized building and program where the Minut Monitors are installed. App. at 176–83, Ex. 11. Each monitor is then labeled with the unit address of where the Minut Monitor is located. As an example, someone in unit 608 of the Defendant’s Crutchfield Building would be displayed as “Crutchfield 608”. See App. at 162, Ex. 10.

54. While no individual tenant names are used to label specific units, by using the unit numbers, the data collected is easily traceable to specific tenants by CHRA in conjunction with the information CHRA collects on their apartments and tenants in the normal course of business.

#### **V. CHRA’s Purchase of the Minut Monitor Devices**

55. In the spring of 2024, CHRA began a policy and practice of electronically surveilling their tenants within their homes when they requested that the CHRA Board of Directors (“the Board”) approve the purchase of 329 Minut Monitor devices for installation in their properties. App. at 191, Ex. 12.

56. CHRA Executive Director Julie Palmeri told the Board that the Minut Monitors would assist with preventing smoking and noise complaints by providing CHRA with smoke and noise data they could use to enforce provisions in residential leases that prohibit indoor smoking and noise disturbances. *Id.*

57. This statement by Ms. Palmeri represents the purported interest that CHRA had in pursuing its Minut Monitor program. Throughout the implementation of the program, CHRA has consistently cited this interest to justify the need for tenant monitoring.

58. In later conversations with third parties, Ms. Palmeri would reiterate this motivation for the installation of the Minut Monitors. In an e-mail sent on May 30, 2024, to property

managers from the Concord Coalition to End Homelessness, Ms. Palmeri stated: “CH+R [is] installing smoking detectors in all of our units . . . These units detect all types of cigarette, vape, cigar etc [sic] smoke but do not alert to burned food or candles. They also detect noise levels that exceed our limit . . . We realize they’re expensive but the cost to turn units that have been smoked in far exceeds this price.” App. at 195, Ex. 13.

59. CHRA further reiterated this interest explicitly to all tenants via notices and lease addendums. In explaining why Minut Monitors were being installed in tenant units CHRA stated that “[t]he monitors will provide data that management can use to enforce [smoking and noise related] lease provisions.” App. at 197, 199, Ex. 14, 15.

60. The Board passed Resolution #1416, approving the purchase of Minut Monitors and allocating \$46,060 for device and service purchases from Minut, Inc. App. at 193, Ex. 12.

61. Resolution #1416 was based on a cost of \$50 per device and a \$7.50 monitoring fee per month per device. App. at 193, Ex. 12.

62. In comments made during the May 2, 2024, Board meeting, Chairman Jackie Whatmough noted the necessity of having a clear written policy regarding the Minut Monitors. “The Chair emphasized the need for a clear policy to be written **before** units are installed.” App. At 191, Ex. 12. (Emphasis added)

63. With the Board’s approval, Julie Palmeri on behalf of CHRA entered into a commercial agreement with Minut, Inc. on May 3, 2024. CHRA purchased 329 units. App. at 204–09, Ex. 16.

## VI. Minut, Inc. Privacy Policy and Terms of Service

64. As part of the purchase, Minut, Inc. provided CHRA with a manual incorporating the Minut, Inc. Terms of Service (“TOS”), privacy policy, and other legal disclaimers and terms. App. at 211–12, Ex. 17.

65. The Minut, Inc. manual stated that the Minut Monitors included both motion and Bluetooth sensors and stated that the Minut Monitors were not intended to be a fire or smoke alarm and did not comply with relevant fire alarm regulations. App. at 212, Ex. 17.

66. Contained in the incorporated privacy policy were descriptions of the data to be collected by the Minut Monitors and how Minut, Inc. would retain and use that data. App. at 125–36, Ex. 7.

67. Of special note, the Minut, Inc. Privacy Policy described and discussed the sensor data collected, stating: “Sensor Data is information that our Service detects and gathers from the residential property, such as cigarette smoke, occupancy, temperature, humidity and noise level. The Service does not record conversations. **Some Sensor Data combined with other data may be used to identify a person or to reveal information about their location, activities or habits.**” App. at 126, Ex. 7. (Emphasis added)

68. This point was further reiterated by Minut, Inc. in documentation provided to Plaintiffs’ counsel in response to a request made to CHRA under RSA ch. 91-A seeking copies of all tenant data available to CHRA using their Minut Monitor devices. At the end of the data syllabus produced by Minut, Inc., the company stated “[ ] This dataset contains personal/occupancy- related information about residents. [ ] Handle as sensitive personal data.” App. at 160, Ex. 9.

69. The Minut, Inc. Privacy Policy further warned that certain features may collect guest data and recommended that users disclose the Minut Monitors and Minut, Inc. services to guests even if not required to do so by state or local laws. App. at 126–27, Ex. 7.

70. Minut, Inc.’s incorporated terms of service (“TOS”) disclosed more information about the Minut Monitors’ features and the services provided. App. at 139–56, Ex. 8.

71. The TOS disclosed to CHRA that Minut, Inc. uses machine learning and other AI technologies to develop its products, including training the Minut Monitors to detect certain events “such as cigarette smoke or specific types of noise.” App. at 145, Ex. 8.

72. Minut, Inc. included a disclaimer regarding this AI technology stating:

“Please be aware that AI and machine learning models are probabilistic systems. This means that the results and responses they generate are predictions based on patterns in the data used to train them. As such, **the results and responses may occasionally be inaccurate or incomplete** — commonly referred to as “hallucinations” in the context of AI. You should always evaluate any AI-generated results and responses for accuracy and suitability for your specific use case. You acknowledge and agree that the AI **results and responses of the Minut Service are provided “as-is,” and may not always be reliable, accurate, or appropriate for your particular needs.**”

App. at 145–46, Ex. 8. (Emphasis added).

73. On information and belief, no copy of the Minut, Inc. privacy policy or TOS was ever provided to any of the CHRA tenants. CHRA further has never acknowledged that the cigarette smoke capabilities of the Minut Monitors, which were the primary motivation of the housing authority’s policy and practice, may not be reliable or accurate.

## **VII. CHRA’s Installation of the Minut Monitor Devices**

74. Once CHRA entered into the commercial agreement on May 3, 2024, it then began the process of setting up the Minut Monitor network for their properties.

75. Julie Palmeri, as Executive Director of CHRA, was made the administrator of the Minut account. Tom Buckman, Director of Special Projects, and Jason Johnston, Director of Maintenance, were also provided with access to the Minut app among other CHRA employees. App. at 181–83, 214–25, Ex. 11, 18.

76. Julie Palmeri scheduled an activation training for CHRA staff on June 14, 2024, with staff from Minut, Inc. App. at 167–170, Ex. 11.

77. In late May of 2024, Ms. Palmeri also worked directly with representatives from Minut, Inc. to organize the CHRA properties that would receive Minut Monitors into “home groups.” App. at 178, Ex. 11.

78. Working with Minut, Inc., CHRA identified the following home groups where Minut Monitors would be installed<sup>7</sup>:

- i. Kennedy Building with 86 units located at 1 Thompson Street, Concord, New Hampshire;
- ii. Boucher Apartments with 16 units located at 24-28 Community Drive, Concord, New Hampshire;
- iii. Haller (Jennings) Apartments with 50 units located on Jennings Drive, Concord, New Hampshire;
- iv. Crutchfield Building with 105 units located at 15 Pitman Street, Concord, New Hampshire (where Plaintiff Mark LaValley resides);
- v. Ceriello Apartments with 9 units located at 174-180 Liberty Street, Concord, New Hampshire;

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<sup>7</sup> Several smaller properties that CHRA managed on behalf of third parties on Green, West, and Pleasant Streets in Concord were not included as home groups as their owners could not afford Minut, Inc.’s products or services.

- vi.** Parmenter Place with 25 units located on Parmenter Road, Concord, New Hampshire (where Plaintiff Terri King resides);
- vii.** Pitman Place located at 15 Pitman Street, Concord, New Hampshire; and
- viii.** Thompson Square with 6 units located at 40 South Main Street, Concord, New Hampshire.<sup>8</sup>

App. at 178, Ex. 11.

79. CHRA began the process of installing Minut Monitors in tenant apartments sometime in the summer of 2024, presumably after the June 13, 2024, activation training with Minut, Inc. App. at 214–25, 278–79, Ex. 18, 29.

80. By the September 4, 2024 CHRA Board of Directors meeting, Ms. Palmeri had reported that no monitors had been installed yet due to Wi-Fi issues that Comcast, CHRA’s internet service provider, was experiencing. App. at 231–37, Ex. 20.

81. Earlier, on August 7, 2024, Ms. Palmeri had informed a Minut, Inc. representative that “Comcast has had to upgrade [our internet] three times now and our internet bills have quadrupled as a result.” App. at 232, Ex. 20.

82. By October 21, 2024, Minut Monitors had been installed at the Boucher Apartments and were collecting tenant data.<sup>9</sup>

83. By early November of 2024, Minut Monitors had been installed at the Haller Apartments on Jennings Drive and were collecting tenant data.

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<sup>8</sup> “Thompson Square” is a subset of apartments within the John F. Kennedy Apartments. Similarly, “Pitman Place” is a subset of apartments separately subsidized but located within the Crutchfield Building. The William Haller Apartments is the formal name of the apartments along the length of Jennings Drive in Concord. As such these units are sometimes referred to simply as “Jennings”.

<sup>9</sup> Based upon tenant data provided by CHRA, it is likely devices were installed by this date in all Ceriello apartments as well.

84. On November 19, 2024, CHRA staff had to correct incorrectly labeled units in the Boucher Apartments, and facilities staff had to troubleshoot what appeared to be incorrect data. CHRA staff suspected that tenants had tampered with one of the Boucher devices. App. at 243–244, Ex. 22.

85. By December 10, 2024, at least 5 Minut Monitors had been installed in 9<sup>th</sup> floor units of the Kennedy Building. App. at 254, Ex. 23.

86. By December 14, 2024, CHRA staff member Heather Sargent had issued the first notice of lease violation to a tenant based on data collected by the Minut Monitor. App. at 257, Ex. 24.

87. Installation of the Minut Monitors at the Kennedy and Crutchfield Buildings proved slow and costly due to internet issues with the devices likely caused by the buildings’ concrete walls. App. at 249, Ex. 23.

88. By January 8, 2025, Tom Buckman reported that he had installed 12 Minut Monitors on the 9<sup>th</sup> floor of the Kennedy Building and would be installing 7 more in other floors of the Kennedy Building now that they were working with the new mesh Wi-Fi network. He suggested doing a “trial run” in Crutchfield as it had a similar concrete construction. App. at 251, Ex. 23.

89. In June of 2025, CHRA facilities staff did a mass installation of Minut Monitors in tenant units on floors 3 through 7 of the Crutchfield Building. App. at 259, Ex. 25.

90. By July 1, 2025, Minut Monitors were installed in some units in the Kennedy Building and were collecting tenant data. App. at 261–62, Ex. 26.

91. Minut Monitors were installed in the Pitman Place apartments within the Crutchfield Building on September 9, 2025, and the Thompson Square apartments within the Kennedy building on September 22, 2025.

92. On November 7, 2025—two days after CHRA’s decision to stop seeking the re-installation of a Minut Monitor as to one Crutchfield resident it previously sued (presumably to avoid litigation on the monitors’ constitutionality), *see infra* Paragraphs 111–12—Tom Buckman texted Jason Johnston and Jessica Beaulieu that the entire Kennedy Building’s monitors were activated. App. at 217, Ex. 18.

93. The final property to have Minut Monitors installed was Parmenter Place on or around January 15, 2026. App. at 265–66, 273, Ex. 27, 28.

94. As of this filing, CHRA has completed its installation of Minut Monitors in virtually all tenant units. Some select limited tenant families have had their Minut Monitors removed from their units for various reasons, and CHRA has 46 surplus devices that are uninstalled. Even without these specific units, as of June 22, 2026, around 299 CHRA owned and administered residential units had Minut Monitors installed in them. App. at 158, Ex. 9. This includes 105 devices installed in the Crutchfield Building, 82 in Kennedy, 40 in Jennings, 25 in Parmenter, 16 in Boucher, 11 in Pitman, 8 Ceriello, and 6 in Thompson Square. App. at 158, Ex. 9.

#### **VIII. CHRA’s Notice to Tenants**

95. Tenants were generally provided two forms of notice regarding the installation of the Minut Monitors, although this was not always consistent for every tenant.

96. The first notice (“Entry Notice”) was a simple document titled “Notice.” (App. 259, Ex. 25). It stated: “Concord Housing will be installing the Minut Monitors in your apartments.

. . . Thank you for your cooperation.” It then described the schedule for when CHRA staff would come to the unit for installation of the Minut Monitor devices. App. at 259, 279, Ex. 25, 29.

97. The Entry Notice further stated: “We will be doing this whether you are home or not.” *Id.*

98. The Entry Notice did not include any reference to what the Minut Monitor devices were, why they were being installed, what their capabilities were, or what information CHRA would be collecting from them about their tenants.

99. The Entry Notice did not require the tenant to consent to this installation, let alone ask tenants to formally acknowledge this installation or waive constitutional rights.

100. Some but not all tenants also received a second notice (“Capabilities Notice”) titled “Minut Monitoring System” that described what the Minut Monitor system was intended for and capable of. App. at 197, 199–201, Ex. 14, 15.<sup>10</sup>

101. The Capabilities Notice stated:

What: These devices are sensors that measure and detect smoking, excessive noise levels and temperature inside your unit. It’s camera-free and it doesn’t record any sound or listen in to what you say or do. If smoking or excessive noise is detected inside your unit, it is reported to management. The monitor does not report smoke resulting from burning food, candles or the like. The monitor in your unit does not make a sound.

Why: By signing the lease, all tenants have agreed not to smoke inside the building and not to disturb the peaceful enjoyment of their neighbor’s accommodations. **The monitors will provide data that management can use to enforce these lease provisions.** App. at 197, 199, Ex. 14, 15. (Emphasis Added.)

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<sup>10</sup> Based on the experiences of tenant plaintiffs and the information provided by CHRA in their response to Plaintiffs’ RSA 91-A request, it appears that CHRA provided multiple variants of this notice to different tenants at different times. Since the various notices contained the same information and stylings, they will be collectively called the “Capabilities Notice” for clarity purposes.

102. The Capabilities Notice went on to state that, if smoking was detected in a unit, tenants would receive a warning and that repeat offenses would result in an eviction action. *Id.*

103. The Capabilities Notice further stated that, if excessive noise were detected, the tenant would be notified in writing and that if further reports are received there will be “a pre-eviction meeting” to discuss the issue. The notice went on to state that failure to attend such a pre-eviction meeting or continued noise complaints would result in an eviction action. *Id.*

104. In the notice, no reference was made to the decibel level that would trigger a notice of excessive noise. Nor did the notice contain reference to the fact that the devices included activated motion and Bluetooth sensors or the other categories of data that Minut, Inc. collects such as ambient light or particulate matter.

105. In the Capabilities Notice, CHRA further requested tenants not to “touch, cover or remove the monitor.” The Capabilities Notice informed tenants that any tenant’s removal of the Minut Monitor would result in a \$30 reinstallation fee and that any damage to the monitor would result in a \$300 fine, a cost two to six times larger than the per unit cost paid by CHRA. *Id.*<sup>11</sup>

106. Finally, the Capabilities Notice stated that a tenant could request an informal grievance hearing for any adverse action. *Id.*

107. While CHRA in the Capabilities Notice went out of its way to note that the devices were camera-free and did not listen to conversations, CHRA in this Notice obfuscated its description of the devices’ sound sensor capabilities by claiming they do not “record any sound” (when the devices do indeed record sound decibel levels). *Id.*

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<sup>11</sup> The CHRA Board approved purchases of the devices for \$50 per device in May of 2024 but later that month Julie Palmeri told the Concord Coalition to End Homelessness that the devices cost \$150.

108. Most importantly, there was no indication in the Capabilities Notice that tenants could refuse installation of the Minut Monitors in their apartments. Rather, the text of the Entry Notice indicated that installation of the monitors was mandatory and connected to their lease obligations. *Id.*

109. Like the Entry Notice, the Capabilities Notice did not require the tenant to consent to this installation, let alone ask tenants to formally acknowledge this installation or waive constitutional rights.

## **IX. Tenant Objections**

110. On or around June or July of 2025, Defendant appears to have received the first formal written objection from a tenant regarding installation of the Minut Monitors. App. at 222–23, Ex. 18.

111. On July 23, 2025, CHRA staff Tom Buckman (Director of Special Projects) and Heather Sargent were texting among themselves regarding the first written tenant complaint, which was from a Crutchfield Building tenant. Mr. Buckman mentioned that the tenant wanted the Minut Monitor removed. In response, Ms. Sargent indicated the tenant could agree to the Minut Monitor through their next lease renewal and, if not, the tenant “can move with 30-day notice if [the tenant] doesn’t want the monitor!” App. at 222, Ex. 18.

112. In late August 2025, CHRA filed a petition in Concord District Court against the Crutchfield Building tenant who was the subject of the July 23, 2025, texts between Tom Buckman and Heather Sargent. CHRA alleged that the tenant refused to allow a CHRA representative to enter their unit to re-install a Minut Monitor. In defending against the lawsuit, the tenant, through undersigned counsel, alleged that the installation of the Minut Monitor violated Part I, Article 2-b of the New Hampshire Constitution. On November 5, 2025, CHRA

withdrew the petition, ending its attempt to have the Minut Monitor re-installed in the tenant's unit. However, despite this, Minut Monitors remained in approximately 300 other CHRA units. As a result of CHRA's withdrawal of its petition, the constitutional claim raised by this tenant was left unaddressed for the tenants in these other units, thereby making this lawsuit necessary.

113. On January 12, 2026, a Parmenter tenant objected in writing to the notice they received from CHRA and to the installation of the Minut Monitor in general. App. at 276, Ex. 28.

#### **X. CHRA's Lease Addendum**

114. Sometime after CHRA began its Minut Monitor program, staff began to draft a lease addendum that tenants would sign regarding installation and use of the Minut Monitors by CHRA. App. at 281–82, 284, Ex 30, 31.

115. By this time, many of the Minut Monitor devices had been installed across all CHRA properties and had already been collecting, transmitting, and storing data from tenant apartments.

116. The text of the lease addendum largely followed that of the Capabilities Notice sent to tenants. It had the same description of the Minut Monitor's capabilities and the same enforcement regime for smoking and excessive noise violations as detailed in the Capabilities Notice. The addendum further included the same fine schedule for tampering with the Minut Monitor. App. at 201, Ex. 15.

117. The lease addendum additionally included that a minimum of one Minut Monitor will be installed in each apartment. *Id.*

118. Importantly, a paragraph at the end of the lease addendum stated the following: "Failure to adhere to any of the conditions of this addendum will constitute both a material

non-compliance with the lease agreement and a serious violation of the lease agreement which are both good cause of termination of the lease agreement.” *Id.*

119. The addendum then went on to include a signature line for the head of household and for other family members that stated the following: “by signing below, the resident(s) agrees to the terms as described in this lease addendum for their entire tenancy.” *Id.*

120. Like the Entry Notice and the Capabilities Notice, the addendum does not disclose the collection of motion and occupancy data or ask tenants to waive their constitutional rights. *Id.*

121. As of this filing, it is unclear how many tenants across CHRA’s portfolio have signed the Minut Monitor lease addendum.

122. On January 30, 2026, counsel for CHRA stated in a response to a request made under RSA ch. 91-A that “[a]ll tenants except one have signed the [Minut Monitor] Lease Addendum. We believe it is unduly burdensome to produce all signed addendums as there are over 300 tenant files that will need to be manually reviewed to search for a signed Addendum.” App. at 287, Ex. 32.

123. However, on information and belief, there appear to be many tenants who have not signed the lease addendum.

124. One of the plaintiff tenants in this action did not sign a lease addendum, and it is possible that many other tenants at Parmenter Place have not been provided with a lease addendum yet.

125. On August 19, 2025, Jessica Beaulieu, the property manager for the Crutchfield Building, e-mailed Julie Palmeri that she would be including the Minut Monitor lease

addendum with her annual and triennial recertifications for subsidy eligibility that she sends to the tenants. App. at 284, Ex. 31.

126. As the triennial recertifications are a three-year period, it is possible that tenants, even within the same building, have not consistently signed a lease addendum.

## **XI. Tenant Plaintiff Mark LaValley's Experiences with Minut Monitors**

127. Mark LaValley is a CHRA tenant living in a 1-bedroom unit of the Crutchfield Building. He has lived in his apartment since November of 2025.

128. In early 2025, Mr. LaValley applied to rent an apartment from CHRA. He was placed on the waitlist, and in November of 2025 an apartment unit became available in the Crutchfield Building.

129. On November 12, 2025, Mr. LaValley met with Jessica Beaulieu to sign lease documents. Mr. LaValley signed the lease for his apartment along with several other lease addendums including the Minut Monitor lease addendum. App. at 201, Ex. 15.

130. Ms. Beaulieu briefly explained the Minut Monitors to Mr. LaValley, stating that there was one installed in his unit and they were intended to detect noise and smoke in apartments. She then had Mr. LaValley sign the lease addendum.

131. At the time, Mr. LaValley did not think much of the addendum or the Minut Monitors. It was one of a number of lease documents that he had to sign, and he simply thought it was a formality that he needed to complete in order to rent his apartment.

132. Prior to leasing his new unit in the Crutchfield Building, Mr. LaValley had faced a period of housing instability and was happy to finally be receiving a subsidized apartment after being on the waitlist for almost a year. He understood that refusal to sign the Minut

Monitor lease addendum could jeopardize his ability to rent the apartment, and he was unwilling to risk his housing.

133. Mr. LaValley moved into his apartment on November 15, 2025. The Minut Monitor was already installed and activated in his living room when he arrived.

134. After moving in, he received a notice from CHRA stating that they would be entering his apartment to charge the Minut Monitor, which they did.

135. The Minut user manual states that the batteries in Minut Monitors need to be charged twice a year. Because the Minut Monitors in CHRA properties are not hard-wired for power—and because tenants are prohibited from removing Minut Monitors from their base plates or tampering with them—the monitors must be charged by CHRA employees through entry into tenants' homes. Upon information and belief, many such entries occur solely for the purpose of charging the Minut Monitors' batteries, and thus involve physical imposition into the home that would not otherwise occur.

136. It was not disclosed to Mr. LaValley that there would be active motion or Bluetooth sensors in the Minut Monitor device installed in his apartment.

137. Mr. LaValley's Minut Monitor noise, temperature, and humidity sensors collected data at a rate of once per minute continuously every day that the Minut Monitor device was active in Mr. LaValley's apartment. This means that CHRA was recording data on noise in Mr. LaValley's apartment on average more than 1,400 times a day, every single day.

138. The noise sensor returned data collected in decibels giving a minute-by-minute account of the sound level in Mr. LaValley's unit. As Mr. LaValley is the only occupant of his unit, the noise is not only attributable to him due to being the householder of the unit but is also very likely to be directly attributable to noises generated by his own actions.

139. Despite CHRA never disclosing the presence of the motion or Bluetooth sensors, Bluetooth scans and motion event recordings occurred on a regular basis.

140. Bluetooth scan events (labeled event type 25) occurred continuously, roughly every 30 minutes, every day that the Minut Monitor device was installed in Mr. LaValley's apartment. It is unclear if these scans returned any values that were visible to CHRA.<sup>12</sup>

141. Between when Mr. LaValley moved into his apartment on November 15, 2025, and June 9, 2026, his Minut Monitor device recorded a staggering 64,944 motion events from within Mr. LaValley's unit.

142. This averages to around 315 motion events recorded from Mr. LaValley's unit per day. The sound and motion data captured from Mr. LaValley's apartment reveal consistent patterns of Mr. LaValley's private life within his home, as demonstrated by the graphs below in Figure 1. Figure 1 depicts the average weekly sound and motion data captured by Minut in Mr. LaValley's apartment between November 15, 2025 and May 20, 2026, thus charting his patterns of life.

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<sup>12</sup> The data syllabus provided by CHRA in July of 2026 pursuant to Plaintiffs' counsel's May 91-A request labels event code 25 as "BLE Scan." Upon information and belief, Plaintiffs believe BLE Scan stands for "Bluetooth Low Energy Scan." These events do not appear to return a corresponding value in the data provided by CHRA so Plaintiffs' counsel cannot confirm what if any Bluetooth data was collected or viewable by CHRA beyond the fact that scans occurred.

Figure 1.A:

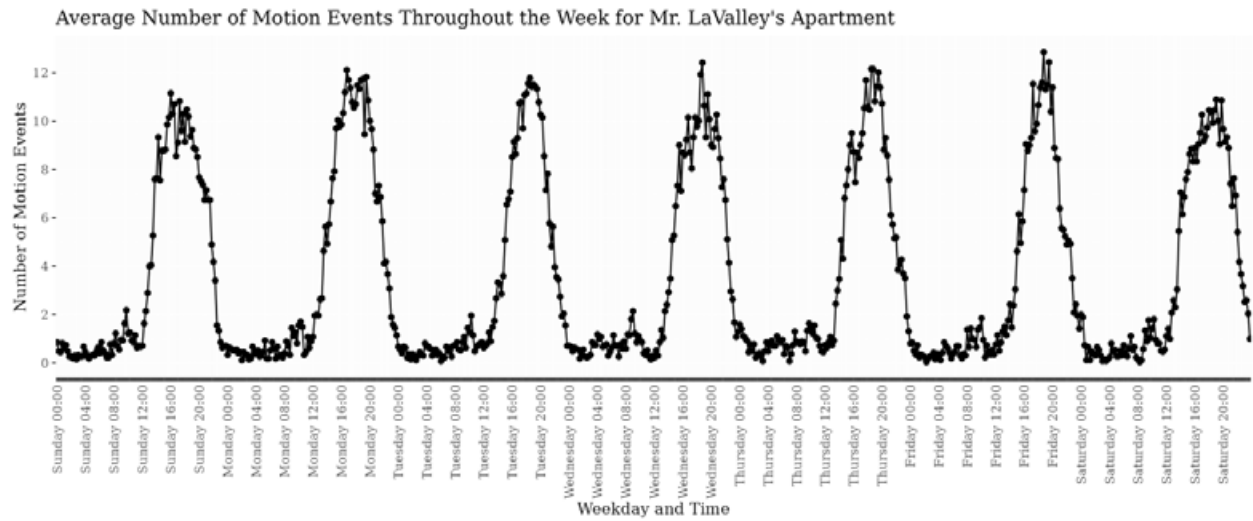
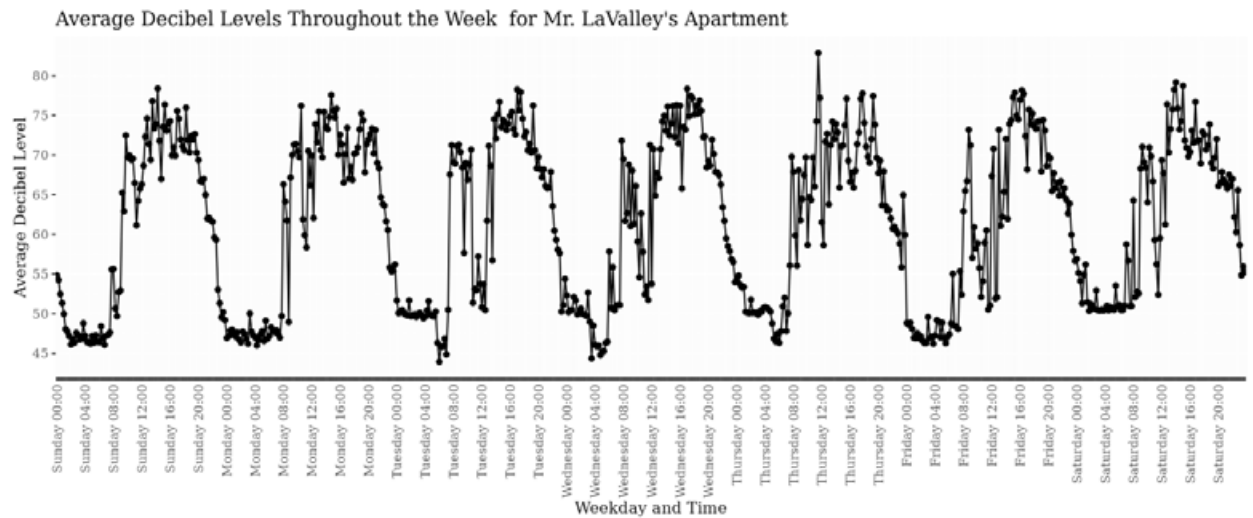


Figure 1.B:



143. As shown in Figure 1.A, the number of motion events captured by Mr. LaValley's Minut Monitor on average tends to be lowest between the hours of midnight and 12:00 PM ET each day, increases throughout the afternoon, and peaks around 6:00 PM ET before falling to near zero by midnight.

144. As shown in Figure 1.B, the average decibel level in Mr. LaValley's apartment follows a similar pattern – the average decibel level is lowest and most consistent between the

hours of midnight and 8:00 AM ET each day, before increasing and fluctuating throughout the morning and early afternoon and typically peaking in the late afternoon or early evening.

145. The breadth and frequency of the data collection by the Minut Monitor can also be used to infer highly private details about Mr. LaValley's days. For instance, since the sound level in Mr. LaValley's apartment is captured roughly every minute, one can infer the specific time, down to within a few minutes, that Mr. LaValley woke up on particular days.

146. The ability to create such detailed averages of Mr. LaValley's behavior also allows those with access to the data to identify instances in which his behavior diverges from the norm, such as times when there is abnormal motion or sound in his apartment at night, times when he may not be using an alarm clock or may wake up later than usual, and times when he may be travelling.

## **XII. Tenant Plaintiff Terri King's Experiences with Minut Monitors**

147. Terri King is a CHRA tenant living in a 2-bedroom unit of the Parmenter Place apartments with her husband Gary. She has lived in her apartment for 4 years.

148. On January 12, 2026, Ms. King received two notices regarding the Minut Monitors. One was the entry notice that informed her that CHRA staff would be entering her unit for installation and another was the capabilities notice that described that the Minut Monitors collected noise and smoke data to enforce lease provisions.

149. Tom Buckman and another CHRA maintenance staff member entered Ms. King's apartment on or around January 16, 2026, to install and activate the Minut Monitor device. The device was installed on the ceiling of the inner hallway of her unit that connects various rooms.

150. Ms. King objected to the installation, telling Mr. Buckman "this is bullshit." Mr. Buckman responded to the effect of "no it isn't. We have to do this."

151. Despite her objection to installation, the Minut Monitor device was installed in Ms. King's unit and began collecting personal and private information on Terri and Gary King that day.

152. Ms. King did not consent to installation of the Minut Monitor and CHRA never sought her consent. As of filing she has not signed the Minut Monitor Lease Addendum.

153. In January of 2026 Mr. King temporarily removed the Minut Monitor device in the King's apartment from its baseplate. Since this removal, Ms. King's Minut Monitor has experienced connectivity issues. CHRA staff had to reenter the unit to ensure the device was installed properly.

154. On March 4, 2026, the Kings received a notice from CHRA titled "Notice of Lease Violation & Assessment of Fines" notifying Ms. King that she was being fined for "repeated violations of your Lease Agreement, specifically the Minut Monitor Lease Addendum".

155. CHRA stated that "[i]t has come to our attention through the [Minut Monitor] device's automated reporting system that the monitor in your unit has been tampered with and removed on multiple occasions. Furthermore, our records indicate that you have been placing the device outside."

156. The notice accused Ms. King and her husband of nine instances of tampering with her device between February 1, 2026, and February 23, 2026, and instituted a \$50 fine per alleged occurrence, in the amount of \$450 for the alleged tampering.

157. Ms. King was surprised by the allegations in CHRA's lease violation notice. She acknowledges she is aware that Mr. King did remove the Minut Monitor from its baseplate once in January, but that was prior to the dates claimed in the lease violation notice and she

was not aware of the Minut Monitor being removed at the times alleged in the CHRA lease violation notice.

158. CHRA requested that Ms. King pay the fines immediately, but she was unable to afford the fines and did not consider them lawful since she did not recall ever agreeing to installation of the device or the fine schedule.

159. On or around March 6, 2026, CHRA charged Ms. King a \$15 late fee for the tampering fine.

160. CHRA notified Ms. King of this late fee via a notice titled “Final Warning Regarding Tenancy.” The notice stated: “The Minut monitor is a required fixture of your unit designed to ensure the safety and quiet enjoyment of all residents. Continued tampering, removal, or relocation of the device is a material breach of your lease. **Please let this letter serve as a final warning:** Any further interference with the device will result in the commencement of **eviction proceedings**. We strongly advice that you leave the device plugged in and active at all times.” The notice was signed by Julie Palmeri.

161. Ms. King continued to not pay the Minut Monitor fines. CHRA charged her an additional late fee of \$15.

162. On April 2, 2026, CHRA served the Kings with a demand for rent and eviction notice. The rent demand included the \$450 fine for the alleged Minut Monitor tampering.

163. Ms. King sought the assistance of New Hampshire Legal Assistance, which assisted her with resolving the eviction issue. In May 2026, discussions between counsel confirmed that the Kings had never signed a Minut Monitor lease addendum. As such, the Kings had never even purportedly agreed to the imposition of CHRA’s Minut Monitor fine

schedule. Counsel for CHRA confirmed they would be waiving the charged fees and not moving forward with eviction.

164. Since this incident, Ms. King has not received further complaints from CHRA regarding tampering or any other adverse actions related to the Minut Monitor in her unit. The Minut Monitor has remained active in her unit collecting data on a minute-by-minute basis daily. From January 17, 2026, to June 9, 2026, the Minut Monitor in Ms. King's home recorded more than 20,000 motion events and more than 199,000 sound readings.

165. Gary King suffers from terminal heart failure as well as dementia. In the summer of 2026, he transitioned to in-home hospice care, and Terri King has spent additional time serving as his caretaker. As Ms. King cared for her husband, her Minut Monitor registered their movement at all times of day and night. Compared to Mr. LaValley's apartment and several other units, there was often more motion recorded in the middle of the night in Ms. King's apartment. For instance, on one night in May 2026, the Minut Monitor in Ms. King's home recorded five clusters of motion events (for a total of 13 motion events) between 1 AM and 5 AM, potentially reflecting health related sleep disturbances or medical issues that Mr. and Ms. King would consider highly private.

166. Due to the Minut Monitor and the data it collects the Kings faced eviction and termination of their housing assistance. Had CHRA been successful in evicting the Kings, they would have been unlikely to find housing they can afford at a time where Mr. King is in an extremely precarious medical situation and is unable to move.

### **XIII. CHRA's Arbitrary and Overbroad Use of the Minut Monitors**

167. From its outset, CHRA's Minut Monitor program has been implemented, administered, and justified in an arbitrary fashion.

#### **A. Implementation simultaneously overbroad and arbitrary**

168. The purpose of the Minut Monitors was not particularized to any tenant, instead being installed in every tenant apartment regardless of the tenant's history of smoking violations or noise complaints.

169. Despite the general applicability of the policy to all tenants, CHRA staff indicated that they did conduct some installations in a targeted fashion.

170. For example, on at least one occasion, CHRA Director of Special Projects Tom Buckman indicated that he installed a monitor in a specific unit because the unit "smelled like pot and we have been getting a lot of complaints about it[.]" App. at 217, Ex. 18.

171. On another occasion on June 12, 2025, Mr. Buckman indicated that he activated a Minut Monitor earlier than other units in the Kennedy Building because of smoking complaints. "I have activated 301 Kennedy minutes [sic] monitor because getting a lot of complaints about pot smoking[.]" App. at 223, Ex. 18.

#### **B. Lack of Program Transparency and Deficient Notice**

172. Tenants were not offered access to the device's information. When one tenant requested access to the data collected by her Minut Monitor in writing she was denied access by CHRA. App. at 270–71, Ex. 28.

173. Moreover, CHRA's collection and use of noise data was opaque to the average tenant.

174. None of the notices disclosed the decibel threshold for noise violations, and it is unclear how many tenants CHRA orally disclosed the threshold decibel level to.

175. Tenants had no way of knowing what decibel level of conversation would be picked up by the Minut Monitor's noise sensor and what noises would cross the Minut Monitor threshold.

176. In fact, even if CHRA had orally told tenants in the past what the decibel threshold was set to, the information would likely now be outdated.

177. It appears that since the Minut Monitor program commenced, someone at CHRA with access to the Minut Monitor app has changed the decibel threshold of the CHRA devices multiple times.

178. In November of 2024, the decibel threshold at the Boucher apartments appears to have been set to 75 dBs but was failing to return notifications through the app. App. at 243–44, Ex. 22. By January of 2026, CHRA received a notice of a Minut Monitor in the Kennedy Building that had crossed an 80 dB threshold. App. at 162, Ex. 10.

179. On January 23, 2026, CHRA provided a screenshot of the Minut app dashboard in response to a request made under RSA ch. 91-A by Plaintiffs' counsel. In that screenshot, it appears that the indoor noise threshold was set to 90 dBs. App. at 291, Ex. 33.

180. Beyond these records documenting changes in the decibel threshold, there is evidence contained in tenant data provided by CHRA in July of 2026 which indicates that the sound threshold associated with noise alerts was adjusted at least several times, and that different apartments had different sound thresholds at the same time without clear rationales.

181. For instance, from October 21, 2024, through December 10, 2024, for all alerts recorded by the Minut Monitors indicating that the decibel threshold had been crossed for a sustained period of time, the alerting threshold was set to 75 dB. From December 14, 2024

through September 7, 2025, the alerting threshold associated with all recorded noise alerts was 80 dB.

182. After September 7, 2025, some apartments appeared to have an alerting threshold of 90 dB—including several apartments that had never previously triggered a noise alert—while noise alert data indicates that other apartments had a threshold of 80 dB.

183. By late April 2026, some apartments were recorded as having crossed a sound threshold set to 83 dB, while others' threshold remained at 80 dB. And by late May 2026, some apartments' thresholds had been set to 85 dB. One apartment experienced at least seven threshold changes, back and forth between 80 and 90 dB, in a single month.

184. Thus it would appear that the decibel threshold was not always uniform for all tenants, and that some individual tenants had a decibel threshold different from that of their neighbors.

185. Beyond the arbitrary decibel threshold, tenants were also kept in the dark regarding the smoke data which formed the other stated basis for potential adverse actions.

186. Despite having access to the Minut, Inc. TOS and being aware of the risk, CHRA never disclosed to tenants that Minut, Inc.'s reliance on AI could result in errors or inaccuracies in data that could be used to evict them.

187. CHRA, thus, has created a mystery box of lease violations in which a tenant's housing is put in jeopardy for fluctuating noise levels that are not disclosed or potentially inaccurate smoke data with no notice or due process.

188. Further, and alarmingly, CHRA never meaningfully disclosed that the Minut Monitors include Bluetooth and motion sensors and that these sensors were actively collecting motion data and conducting scans of the tenants' apartments prior to and after installation.

189. Instead, when tenants asked about the motion sensors, they were told misleading information.

190. For example, in the same January 12, 2026, e-mail from a Parmenter tenant lodging their objection to the Minut Monitor installation and requesting access to the Minut app, the tenant asked CHRA property manager Dawn LaClair “Will [the Minut Monitor device] monitor motion?” App. at 276, Ex. 28.

191. Ms. LaClair responded by saying that the Minut Monitors are intended to detect smoke and noise in tenant units. Like other responses to tenants, Ms. LaClair deflected by stating “It does not record audio or video.” App. at 275, Ex. 28.

192. In response, the tenant pointed out to Ms. LaClair that the Minut Monitor devices do come with PIR motion sensors. App. at 274, Ex. 28.

193. Ms. LaClair provided some form of attachment via e-mail and stated “[t]his is to clarify that the system does not monitor motion.” The tenant persisted by providing a screenshot of an internet search discussing the motion sensors in the Minut Monitor devices, at which point Julie Palmeri was copied to the e-mail exchange. App. at 275, Ex. 28.

194. Ms. Palmeri separately reached out to Nathan Smith at Minut, Inc., asking “Minut monitors don’t track motion do they?” App. at 273, Ex. 28.

195. Apparently not understanding the question, Mr. Smith responded “Minut can automatically turn on security alarms based on motion, but this is either manually enabled or enabled via [ ] connecting to Airbnb. Obviously, this isn’t applicable in your case, so it’s not configured.” App. at 272, Ex. 28.

196. Ms. Palmeri forwarded this response from Minut, Inc. to the tenant. *Id.*

197. In fact, according to data provided by CHRA, by January 12, 2026, Minut Monitors had already captured more than 12 million motion events across 270 tenant apartments, an average of 44,628 motion events per tenant apartment.

198. On or around August 14, 2026, almost two years after the first devices were installed in tenant apartments, CHRA appears to have casually provided the first, and, upon information and belief, only, mention to tenants that the devices contain motion sensors and that they detect motion.

199. The one-page printed document was posted in the common area of the Crutchfield Building in response to tenant concerns regarding the Minut Monitors emitting radiation. In the course of assuring residents that the devices do not emit harmful radiation, the document states: “[The Minut Monitor’s] sensors are all passive: the motion sensor detects infrared heat that people already give off . . . ” App. at 295, Ex. 34.

200. It is unclear if this offhand reference, provided many months after all Minut Monitors had already been installed and operating in tenant units and only on a common-area posterboard rather than sent to each tenant individually, was posted in other CHRA properties.

**C. Minut Monitor Use is Not Narrowly Tailored or even Rationally Related to Program Objectives**

201. In May of 2024, Chairman Whatmough suggested that CHRA develop a data retention policy for the Minut Monitor data. App. at 191, Ex. 12. As of January 2026, CHRA had not drafted or implemented any data retention policy and, on information and belief, that still remained the case at least as of July 2026. App. at 268, Ex. 28.

202. This means to the extent that there is any form of data retention policy that ensures privacy and eventual data destruction, it is completely in the hands of Minut, Inc., a private

company without due process obligations and who the CHRA tenants do not have any privity of contract that bestows contractual rights.

203. Minut, Inc.'s data retention policy, which was not provided to tenants, states:

We retain your Personal Data **for as long as we deem it is necessary** considering the purpose of the processing and also allowing you to choose to deactivate your Service only to re-activate it at a later date. However, we reserve the right to delete your Personal Data if you have been inactive for a period of two (2) years. If we have deleted your Personal Data after two years, this means that you would have to set up a new account with us if you again wish to use the Services. We may keep anonymized and non-personal data indefinitely for any purpose, including for statistical and analytical purposes, and in order to improve the Services. App. at 134, Ex. 7. (Emphasis Added)

204. By way of example as to the magnitude of the data collected and still retained, in response to a request made under RSA ch. 91-A by Plaintiffs' counsel in May of 2026, CHRA provided all tenant data surfaced through the CHRA app. Included in CHRA's response was data collected as early as the June 14, 2024 activation training, and all tenant information available to CHRA through the Minut app, including data associated with tenants who have had their Minut Monitor devices removed from their units. Even without including data held exclusively by Minut, Inc., the files produced through the 91-A request amounted to 74 GB of data spread out over 213,026 CSV files, ultimately representing hundreds of millions of sensor readings and events captured from tenants' homes.

205. Between October 21, 2024, and June 7, 2026, the Minut Monitor devices captured over 19 million motion events across nearly 300 units, averaging more than 68,000 motion events per unit.

206. In some apartments, motion events were logged more than 1,300 times in a single day.

207. Between October 21, 2024, and June 8, 2026, Minut Monitor devices logged the decibel level of Concord Housing tenants more than 134 million times, with each sensor typically capturing sound once per minute whenever the sensors were on.

208. More than 2.5 million Bluetooth events were logged in 198 CHRA tenants' apartments between March 14, 2025, and June 9, 2026—typically once every 30 minutes when the devices were operating.

209. As it can for Mr. LaValley's and Ms. King's units, the data captured can be used to infer highly private details about tenants' lives, such as their typical daily, weekly, and seasonal patterns, minute-by-minute deviations from those patterns, and how their typical sound and movement patterns compare to those of their neighbors.

210. For instance, for one proposed class member's unit, the Minut Monitor data allows for the inference of detailed daily habits, as shown in Figure 2 below, depicting the average weekly data for this unit between June 15, 2025, and February 15, 2026, through the sound and motion data captured by Minut, Inc.

Figure 2.A

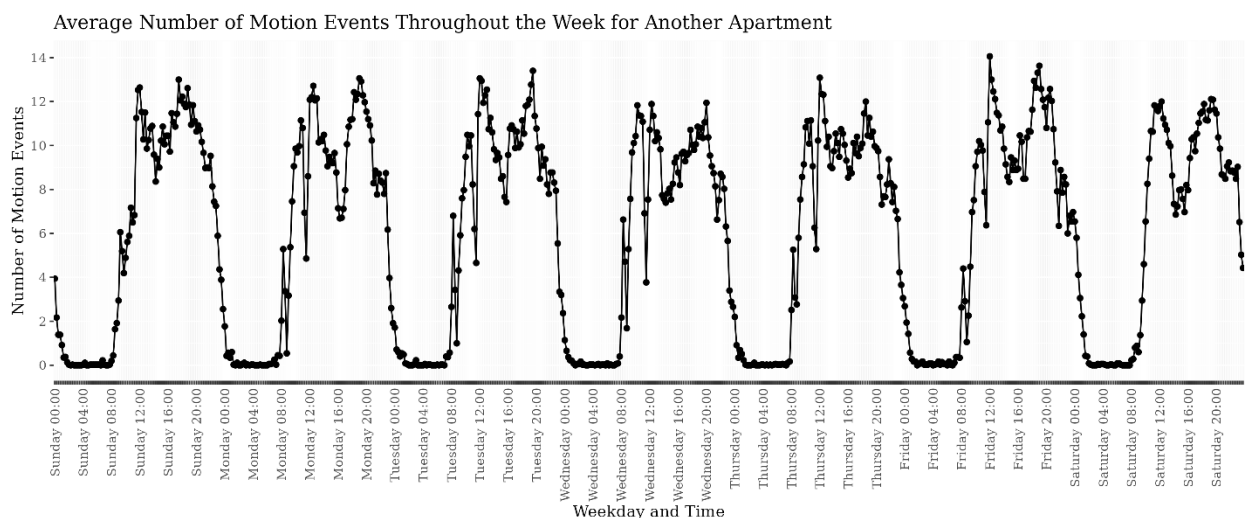
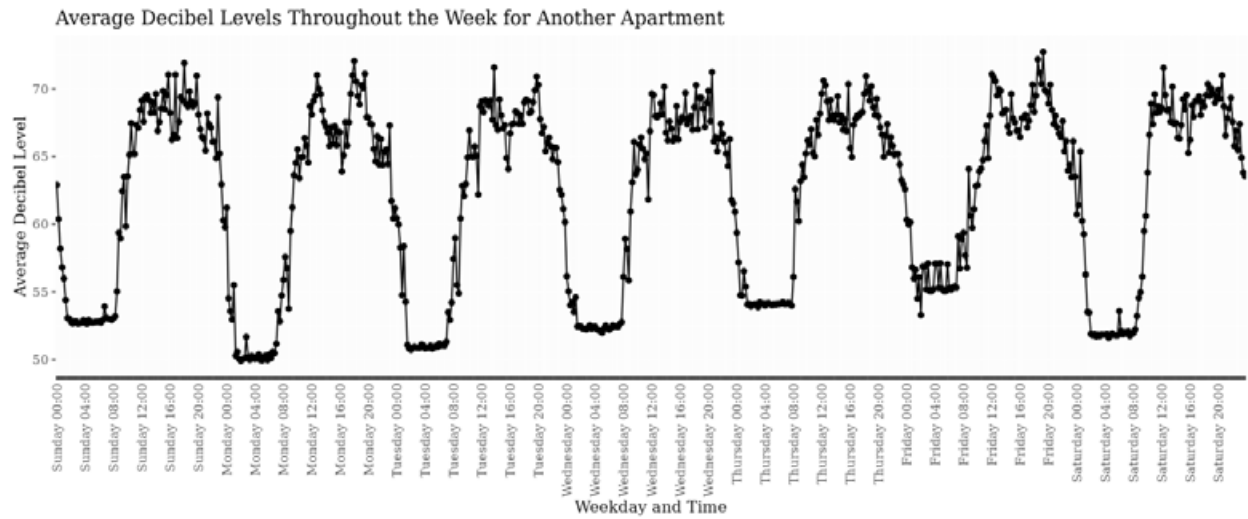
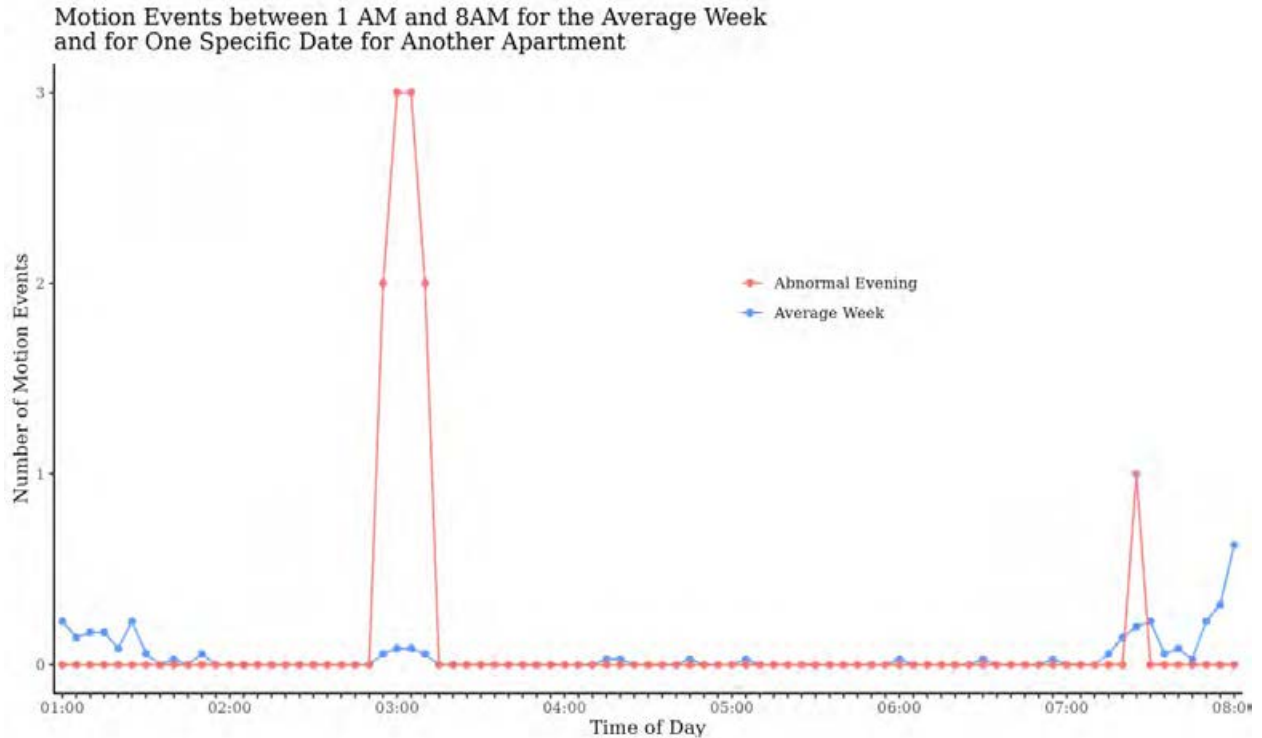


Figure 2.B



211. Similarly, the granularity of the data allows for the identification of anomalous activities, as shown in Figure 2.C. For instance, in this unit, the Minut Monitor typically records no motion events and lower sound levels between 1 AM and 8 AM ET, as shown in Figures 2.A and 2.B. However, on one Tuesday in late September, the monitor recorded an unusual spike in both sound and motion activity for approximately 18 minutes, between 2:57 and 3:15 AM ET—likely reflecting activities the tenant of this unit would consider to be highly private and personal.

212. Figure 2.C



213. This data is collected and retained without regard to whether it is possible evidence of an arguable lease violation. The vast majority of this data has no conceivable connection to any arguable lease violation.

214. Regardless of the existence of any written policy, the data collected by the Minut Monitors is not rationally useful for—let alone narrowly tailored to—the stated purpose of CHRA’s program.

215. The Minut Monitor’s sensors do not just collect noise data when it rises above the decibel threshold; instead, they continuously record sound levels in tenants’ units, more than a thousand times a day, every day.

216. The purpose of noise and nuisance clauses in public housing leases is to protect the quiet enjoyment of other tenants from any undue noise disturbances.

217. The noise data collected by the Minut Monitors is not evidence that tenants have disturbed other tenants and cannot practically be used to prove a lease violation without additional complaints from tenants.

218. As such, CHRA continues to collect noise data from their tenants' apartments that goes beyond the scope of the purpose of CHRA's policy and produces evidence that does not definitively prove a violation of CHRA tenants' leases.

219. The collection of the smoke data is similarly not necessary as CHRA has historically been able to identify and prove smoking violations by the lingering scent of recreational smoking. In fact, the risk of inaccuracies in the smoke data may make the data collected less effective in proving a lease violation than the testimony of someone who has smelled cigarette smoke emanating from someone's apartment.

220. Of greater issue is the undisclosed collection of motion and occupancy data.

221. Beyond the lack of transparency, the motion and Bluetooth scan events are of significant concern as they represent data collected from within the tenant's homes that has no nexus whatsoever to CHRA's stated interests in operating the Minut Monitors.

222. CHRA has been consistent that the data collected by the Minut Monitor devices is intended for enforcing lease provisions regarding smoking and quiet enjoyment and to prevent tampering with the devices.

223. This overbreadth of the data collection extends to other categories of data as well. Ambient light and other categories of data that are solely available to Minut are still being collected by CHRA's devices even though they are not necessary to CHRA's stated use for the Minut Monitor data.

224. Thus, the collection of motion, occupancy, and other categories of data held by Minut, Inc. is superfluous to CHRA's stated purpose and invades the privacy of CHRA tenants in a way that inherently ensures that CHRA's Minut Monitor program is not narrowly tailored to advancing CHRA's stated interests.

#### **D. Lack of Tenant Consent to Collect Personal Information**

225. CHRA never sought meaningful or voluntary tenant consent to the installation and use of the Minut Monitors and never informed tenants that consent could be withdrawn. CHRA did not seek consent for the installation of the monitors. Tenants who disagreed with the monitoring were left with the choice of acquiescing to the installation or risking losing their affordable housing.

226. To the extent that CHRA attempted to get anything resembling consent through the Minut Monitor lease addendum, even this was a sham. Many tenants who signed the lease addendums were forced to sign the lease addendum only after CHRA had already installed the Minut Monitors in their units, and if they declined to sign they risked eviction. Further, the lease addendum was presented to tenants without full and accurate disclosure of the scope of information collected by the Minut Monitors and retained by CHRA and Minut, Inc.

### **XIV. Warrantless Search and Government Intrusion**

#### **A. Article 2-b of the New Hampshire Constitution**

227. CHRA's scheme runs afoul of the New Hampshire Constitution's Article 2-b right to informational privacy.

228. This constitutional provision was added to the New Hampshire Constitution's Bill of Rights in 2018 to address the concern over accelerating encroachment on personal freedom and security caused by technological advances in surveillance and data collection in modern

times. It was drafted to be broad and recognize the significance of the privacy interests that people have in their personal information.

229. Article 2-b provides: “An individual’s right to live free from governmental intrusion in private or personal information is natural, essential, and inherent.” N.H. Const. pt. I, art. 2-b.

230. “Most broadly, 2b is intended to liberate the consideration of the privacy of information from the constraints of Part I, Article 19 which focuses a court’s analysis on containers and locations of information rather than on the information itself. 2b intentionally creates much broader constitutional protection for personal or private information by its language.” App. at 299, Ex. 35, Scherr Aff. ¶ 23 (citing attached legislative history).

231. “2b reflects the shared intent of the drafters that, in New Hampshire, ‘ordinary peoples’ expectation of information privacy is the norm, not the exception, and government ‘snooping’ into our personal and private information is prohibited.” App. at 299, Ex. 35, Scherr Aff. ¶ 20 (citing statements of chief legislative sponsor).

232. The framers of Article 2-b intended government intrusion to include the observation, collection, retention, and use of personal or private information. App. at 299, Ex. 35, Scherr Aff. ¶ 25.

233. Further, the framers of Article 2-b understood that its provisions directly affected a fundamental right, thus triggering a strict scrutiny analysis where the government restriction must be justified by a compelling governmental interest and must be necessary to the accomplishment of its legitimate purpose. App. at 303–04, Ex. 35, Scherr Aff. ¶¶ 47-54 (citing legislative history).

## **B. Article 19 of the New Hampshire Constitution**

234. “Every subject hath a right to be secure from all unreasonable searches and seizures of his person, his houses, his papers, and all his possessions.” N.H. Const. pt. I, art. 19.

235. Under Article 19, government collection of electronically recorded data can constitute a search. *State v. Clegg*, 2026 N.H. 11, 5 (2026). *Cf. Chatrue v. United States*, 146 S. Ct. 2193 (2026) (similar, under Fourth Amendment to the U.S. Constitution).

236. Entry into, or collection of information from, the home constitutes a search under Article 19. *State v. Goss*, 150 N.H. 46, 48 (2003) (recognizing “the heightened expectation of privacy given to one’s dwelling” under Article 19). *Cf. Kyllo v. United States*, 533 U.S. 27 (2001) (using technology to gather information about the interior of the home is a Fourth Amendment search); *Silverman v. United States*, 365 U.S. 505 (1961) (under Fourth Amendment, physical imposition on the home to collect information from within home is a Fourth Amendment search).

237. “[A] warrantless search is *per se* unreasonable . . . unless the State proves that the search comes within one of the recognized exceptions to the warrant requirement.” *State v. Gness*, 166 N.H. 1, 4 (2014) (quoting *State v. Turmelle*, 132 N.H. 148, 152 (1989)).

238. One recognized exception to the warrant requirement is the administrative search. Administrative searches are searches or inspections conducted by a government agency to enforce compliance with a regulatory or legal framework rather than to investigate a specific crime. *New York v. Burger*, 482 U.S. 691, 699-700 (1987). “Before this exception applies, three criteria must be satisfied: ‘First, there must be a substantial government interest that informs the regulatory scheme pursuant to which the inspection is made. Second, the warrantless inspections must be necessary to further the regulatory scheme. Finally, the implementation of

the statutory inspection program must provide a constitutionally adequate substitute for a warrant.’” *Gness*, 166 N.H at 4–5.

239. New Hampshire law recognizes that if these criteria are met, administrative searches may be an exception to Article 19’s warrant and probable cause requirements. See *Gness*, at 5. However, most New Hampshire case law addressing administrative searches involves searches of closely regulated commercial industries for health and safety violations, not homes like those at issue here. See, e.g., *id.*

240. Unlike an administrative search of a commercial business for health and safety code violations, the administrative search of a person’s home is a “significant intrusion upon” privacy interests that requires a heightened standard of reasonableness and generally requires an administrative warrant. *Camara v. Mun. Ct. of San Francisco*, 387 U.S 523, 534 (1967). In other words, “[i]n the context of an administrative search, the United States Supreme Court held that if a tenant does not consent to a search of his or her home, and absent exigent circumstances, the government official must obtain a search warrant before conducting an administrative search or inspection.” See *Gutierrez v. City of East Chicago*, No. 2:16-CV-111-JVB-PRC, 2016 WL 5819818, at \*6 (N.D. Ind. Sept. 6, 2016) (citing *Camara* in context of warrantless searches and inspections of housing authority apartments without its tenants’ consent and without probable cause or exigent circumstances), *report and recommendation adopted*, 2016 WL 5816804 (N.D. Ind. Oct. 5, 2016).

### **CLASS ALLEGATIONS**

241. Proposed class representatives Plaintiffs Mark LaValley and Terri King bring this action under New Hampshire Superior Court Rule 16 on behalf of themselves and a class of all other persons similarly situated. *See* N.H. Super. Ct. Civ. R. 16(a).

242. In this action, the proposed class representatives seek to represent the following Proposed Class: all current and future tenants of CHRA who have or will have Minut Monitor devices installed in their units.

243. The proposed class satisfies the prerequisites of Rule 16(a).

244. The proposed class satisfies the numerosity requirements of Rule 16(a)(1) because the proposed class is so numerous that joinder of all members is impracticable. For example, CHRA has installed Minut Monitors in around 300 units representing around 500 tenants. The state constitutional rights of these CHRA tenants can only be adjudicated on a class-wide basis, as CHRA has already withdrawn one lawsuit against an individual tenant in which the tenant raised a state constitutional objection to the use of Minut Monitors—a withdrawal which prevented the constitutionality of the monitors’ installation from being adjudicated.

245. Joinder also is impracticable because of the sheer number of proposed class members and because membership in the class will be constantly changing as some tenants naturally move to new housing in the course of their lives and new tenants take their place.

246. The class meets the commonality and predominance requirements of Rule 16(a)(2). The members of the proposed class are subject to a common practice: the installation of the Minut Monitor devices and the non-consensual collection of their personal and private data. And the legal issues at stake because of that common practice will predominate over any individual issues of individual tenants.

247. If CHRA continues to collect data from the Minut Monitors, all members of the class will be subject to a common harm through the enforcement against them of a facially unconstitutional practice. This suit also raises questions of law common to the proposed class, including whether CHRA's surveillance facially violates the New Hampshire Constitution.

248. And all members also seek the same relief: (i) a declaratory judgment that CHRA violated its tenants' constitutional rights by installing the Minut Monitors and non-consensually collecting their personal and private information; and (ii) an injunction enjoining CHRA from, in all units it owns or manages, continuing to install and maintain Minut Monitor devices that non-consensually collect personal and private information, and ordering CHRA to delete all data collected by the Minut Monitors from within tenants' homes.

249. The proposed class meets the typicality requirements of Rule 16(a)(3) because the claims of the proposed class representatives are typical of the claims of the class. The proposed class representatives and the proposed class are all persons who are subjected, or will be subjected, to the facially unconstitutional act of unreasonable, warrantless, non-consensual searches and government intrusion on their private data. Each class member who has had a Minut Monitor installed in their unit and had their personal and private information collected faces the same injury based on the same government practice—namely, the installation of the Minut Monitor device and the non-consensual collection and retention of their personal and private data.

250. The adequacy requirements of Rule 16(a)(4) also are met. The proposed class representatives seek the same relief as the other members of the class, among other things, a declaratory judgment that CHRA violated its tenants' constitutional rights by installing the Minut Monitors and non-consensually collecting their personal and private information. In

defending their rights, the proposed class representatives will defend the rights of all proposed class members fairly and adequately. The proposed class representatives are members of the class, and their interests do not conflict with those of the other class members.

251. Terri King will adequately represent the interests of all tenants, including those who have not signed the Minut Monitor lease addendum. Mark LaValley will adequately represent the interests of all tenants, including those who have signed the lease addendum. Together, both representatives adequately represent the interests of all tenants who have had a Minut Monitor installed in their apartment.

252. The proposed class is represented by experienced attorneys from New Hampshire Legal Assistance, the American Civil Liberties Union of New Hampshire, and the American Civil Liberties Union Foundation. Proposed Class Counsel satisfy the adequate representation requirements of Rule 16(a)(6), as they have extensive experience litigating class action lawsuits and other complex systemic cases in federal and New Hampshire court and representing individuals challenging government actions, including violations of the rights of public housing tenants, and searches and other privacy violations involving digital-age technologies. Accordingly, the interests of the members of the class will be fairly and adequately protected by the proposed class representatives and their attorneys.

253. The proposed class also satisfies the adjudication requirements of Rule 16(a)(5). CHRA and their agents have acted (or will act) in the same unconstitutional manner with respect to all class members by continuing to collect and retain personal and private information through the Minut Monitor devices in violation of the New Hampshire Constitution. There is no guaranteed means of protecting the rights of all class members caused

by CHRA's policy outside of a class action that will seek redress of the entire class's injuries. Injunctive and declaratory relief is therefore appropriate with respect to the class as a whole.<sup>13</sup>

## **CLAIMS FOR RELIEF**

### **COUNT I**

#### **VIOLATION OF NEW HAMPSHIRE CONSITUTION'S ARTICLE 2-B RIGHT TO PRIVACY**

254. Plaintiffs re-allege and incorporate by reference each of the allegations above as if fully set forth herein.

255. Article 2-b of the New Hampshire Constitution articulates that all individuals have a right to "live free from governmental intrusion in private or personal information." That right is "natural, essential, and inherent."

256. In violation of the New Hampshire Constitution, CHRA monitors tenant Plaintiffs' in-home activities and harvests their data, forcing Plaintiffs to live under constant surveillance.

257. The information collected by the Minut Monitors is personal and private information that is easily identifiable to the specific tenants and contains significant insight into the personal lives of tenants and their guests.

258. By their very nature, the data collected by the Minut Monitors must be personal and private information associated with the CHRA tenants or else it could not be used by CHRA to achieve the objectives of their policy of punishing tenants for suspected lease violations.

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<sup>13</sup> Plaintiffs' counsel intends to file a separate forthcoming Motion to Certify Class.

259. Without the identifiers of the tenants’ apartment number or location of the devices within the tenants’ units, the Minut Monitors would simply be collecting generalized data that is incapable of identifying who is responsible for producing the noise, smoke, motion, or other data that the Minut Monitor is observing. Generalized information of this nature would be futile to CHRA’s lease enforcement efforts unless they could tie the data collected to a specific person’s alleged lease violation.

260. CHRA is a state actor. It is a public body corporate and politic that receives federal money and that exercises public governmental functions as a public agency.

261. CHRA’s conduct is a governmental intrusion on each tenant’s personal and private information by observing, collecting, retaining, and using the data collected by the Minut Monitor devices.

262. At its most basic level, the design of the Minut Monitor’s data collection and retention systems automatically requires that the data to be collected, observed, and retained by Minut, Inc. on their servers and in their facilities on behalf of CHRA. App. at 124–37, Ex. 7. While Minut, Inc. does not have specific names of tenants for the data it collects, that data is still personal and private, as names of the home groups and unit numbers provide easily identifiable personal signifiers to Minut, Inc.

263. By installing and activating the Minut Monitors in tenants’ apartments, CHRA collects data about tenants, observes that data through the Minut app, retains the data through the Minut app, and uses that data to enforce alleged lease violations against tenants.

264. The Minut Monitor data collection policy went well beyond what any “ordinary person’s expectation of information privacy” would be. CHRA captured personal and private data that paints a continuous mosaic of people’s lives directly from within their homes.

265. Since the first notices went out to tenants, CHRA was aware that its policy did not comport with the tenants' expectations of information privacy due to the numerous complaints that CHRA received from tenants during installation entries, correspondence, and other forums. Despite these objections, CHRA continued its scheme to collect tenant data in a way that made tenants feel intruded on and as if they were being surveilled.

266. The threat of intrusion does not only extend to CHRA and Minut. Because CHRA is a state actor, the information it collects on specific tenants may now be accessible to the public at large through the state's right to know statute: RSA ch. 91-A. Anyone with access to a specific tenant's apartment address now may request the data collected from the tenant's units via the Minut Monitors by right under Article 8 of the New Hampshire Constitution.

267. Beyond the discomfort of a personal invasion of privacy, this could pose a major safety threat to tenants who are victims of domestic violence and stalking because data on their living patterns could be accessed by abusive former romantic partners or stalkers who know their address.

268. Employees of Minut, Inc. and CHRA could also use their access to the data for improper purposes, as there appears to be no CHRA policy that constrains access to the data.

269. These government intrusions on the personal and private data of tenants do not further a compelling government interest in assisting with identification and punishment of minor lease violations, and the practice of using the Minut Monitors is not narrowly tailored as it collects and retains significantly more data than necessary to identify lease violations. The intrusions also do not meaningfully further the government's asserted interest because the data events (i.e., alerts) may lack accuracy and are not designed to provide reliable evidence of violations of lease terms.

270. CHRA has available, and in fact uses, less intrusive and better tailored means to detect and enforce suspected lease violations.

271. Plaintiffs have a reasonable expectation of privacy in the sanctuary of their homes and the details of their daily life against monitoring and surveillance by a public agency.

272. Plaintiffs and their guests were subject to surveillance without their consent. When objection was made to this surveillance, CHRA attempted to retroactively cover their violation of tenants' privacy rights by forcing tenants to sign a lease addendum purportedly authorizing the surveillance of their units.

273. The lease addendum forced upon Plaintiffs is an unconstitutional condition placed upon a recipient of federal benefits. By putting Plaintiffs to a binary choice of agreeing to a perpetual 24/7 search of their apartment or becoming homeless, CHRA has presented Plaintiffs with an impossible choice that infringes on their rights.

274. The violation of the rights of Plaintiffs and the proposed class was caused by the policy, practice, and/or custom of the Defendant in installing and collecting data from the Minut Monitors.

275. The policies, practice, and/or customs of the Defendant in installing and collecting data from the Minut Monitors violated the New Hampshire Constitution and were a significant factor behind the injuries of Plaintiffs and the proposed class.

276. Plaintiffs and the proposed class have suffered and continue to suffer irreparable harm for which there is no adequate remedy at law and have been directly damaged as a result of the Defendant's conduct.

## **COUNT II**

### **VIOLATION OF ARTICLE 19 OF THE NEW HAMPSHIRE CONSTITUTION'S RIGHT TO BE SECURE IN THEIR PERSONS AND HOUSES AGAINST UNREASONABLE SEARCHES AND SEIZURES**

277. Plaintiffs re-allege and incorporate by reference each of the allegations above as if fully set forth herein.

278. Article 19 of the New Hampshire Constitution prohibits unreasonable searches and seizures. N.H. Const. pt. I, art. 19.

279. As a public body corporate and politic that receives federal money and that exercises public governmental functions as a public agency, Defendant is a state actor.

280. CHRA's installation and use of Minut Monitors to collect tenant data, and its repeated entry into tenant units to charge the Minut Monitors' batteries in order to facilitate ongoing collection of information, is a violation of Plaintiffs' constitutional rights against unreasonable search and seizures. The devices (i) record information in which Plaintiffs have a reasonable expectation of privacy, (ii) record information in an area where Plaintiffs have a reasonable expectation of privacy, and (iii) involve trespass into Plaintiffs' homes for purposes of gathering information.

281. In the context of an administrative search, the United States Supreme Court held that if a tenant does not consent to a search of his or her home, and absent exigent circumstances, the government official must obtain a search warrant before conducting an administrative search or inspection. *See Gutierrez*, 2016 WL 5819818, at \*6 (citing *Camara*, 387 U.S at 540).

282. Here, CHRA's installation and use of Minut Monitors to collect tenant data is done without a warrant and absent exigent circumstances or consent.

283. On information and belief, CHRA has never produced or even applied for an administrative warrant for its installation or use of its Minut Monitors. And even if CHRA had applied for a warrant, it could not obtain a warrant because the collection and use of the Minut Monitor data is not particularized and the search is indefinite. *See Berger v. New York*, 388 U.S. 41, 59–60 (1967) (striking down New York wiretapping statute as it authorized electronic surveillance warrants that permitted months’ long continuous electronic searches with no termination date and without particularized probable cause).

284. Here, no exigent circumstances justify this warrantless search. At no time have the named Plaintiffs in this case been told that there was an emergency or any other exigent circumstances that would justify securing immediate entry into their units and immediate installation of the Minut Monitors. In fact, CHRA installed the monitors in an effort to prevent routine infractions by a small number of tenants that CHRA has historically been able to address through ordinary property maintenance enforcement procedures.

285. Further, consent is absent here. CHRA, in installing and using Minut Monitors to collect tenant data, does not meaningfully require consent for this installation and use. Under CHRA’s current policy and practice, tenants do not have a right to refuse this search.

286. Any lease addendum also does not provide consent. *See Gutierrez*, 2016 WL 5819818, at \*8; *Cox v. Dawson*, No. 3:18-cv-578 (JBA), 2020 WL 127890, \*6 (D. Conn. Jan. 10, 2020) (“The terms of a public housing benefit may not ‘constitute a waiver of Fourth Amendment rights’ for the purposes of establishing consent.”); *Stubenfield v. Chi. Hous. Auth.*, 6 F. Supp. 3d 779, 784 (N.D. Ill. 2013) (finding that consent to drug testing as a condition for living in public housing “raises the specter of coercion”); *Peery v. Chi. Hous. Auth.*, No. 13-CV-5819, 2013 WL 6192770, at \*3 (N.D. Ill. Nov. 26, 2013) (finding tenants’ consent in lease

to regular drug testing as a condition for living in public housing could be considered a product of duress and coercion); *Pope v. Gary Hous. Auth.*, No. 2:09-CV-301, 2012 WL 1035449, at \*4 (N.D. Ind. Mar. 27, 2012) (rejecting defendants’ claim that tenants consented to warrantless criminal searches of their apartments by signing waivers in their leases); *see also Anobile v. Pelligrino*, 303 F.3d 107, 123-25 (2d Cir. 2001) (concluding that the signing of a license application, which contained an express waiver of the right to object to searches, did not constitute an effective consent to residential searches); *Planned Parenthood of Ind., Inc. v. Comm’r of Ind. State Dep’t Health*, 699 F.3d 962, 986 (7th Cir. 2012) (“The denial of a public benefit may not be used by the government for the purpose of creating an incentive enabling it to achieve what it may not command directly.”) (quoting *Elrod v. Burns*, 427 U.S. 347, 361 (1976) (plurality opinion)); *Hunter v. Cortland Hous. Auth.*, 714 F. Supp. 3d 46, 57 (N.D. N.Y. 2024) (finding lease addendum prohibiting lawful firearm ownership in public housing was likely an unconstitutional condition in violation of tenants’ second amendment rights); *Thorpe v. Hous. Auth. of City of Durham*, 386 U.S. 670, 678–79 (1967) (“The recipient of a government benefit, be it a tax exemption, unemployment compensation, public employment, a license to practice law, or a home in a public housing project, cannot be made to forfeit the benefit because he exercises a constitutional right.”) (Douglas, J., concurring) (internal citations omitted). Here, the lease addendum forced upon one of the Plaintiffs and many proposed class members is an unconstitutional condition placed upon a recipient of federal benefits. By presenting proposed class members with a binary choice of agreeing to a perpetual 24/7 search of their apartment or becoming homeless, CHRA has put them in an impossible position that infringes on their rights.

287. In effect, CHRA has subjected their tenants to a perpetual warrantless search. For some tenants this means their civil rights have been violated minute by minute for over a year and a half.

288. The violation of the rights of Plaintiffs and the proposed class was caused by the policy, practice, and/or custom of the Defendant in installing, collecting, and retaining data from the Minut Monitors.

289. The policies, practice, and/or customs of the Defendant in installing, collecting, and retaining data from the Minut Monitors violated the New Hampshire Constitution and were a significant factor behind the injuries of Plaintiffs and the proposed class.

290. Plaintiffs and the proposed class have suffered and continue to suffer irreparable harm for which there is no adequate remedy at law and have been directly damaged as a result of Defendant's conduct.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that this Court:

1. Provisionally or permanently certify this matter as a class action, appoint proposed class representative Plaintiffs as class representatives, and appoint their counsel from New Hampshire Legal Assistance, the American Civil Liberties Union of New Hampshire, and the American Civil Liberties Union Foundation as class counsel;
2. Declare that CHRA violated its tenants' constitutional rights by installing the Minut Monitors and non-consensually collecting their personal and private information;
3. Enter a preliminary and/or permanent injunction enjoining CHRA from, in all units its owns or manages, installing and maintaining Minut Monitor devices that non-consensually collect personal and private information;

4. Enter a preliminary and/or permanent injunction enjoining CHRA from taking or continuing to take adverse action against any CHRA tenant for lease violations based upon the Minut Monitors or the data they collect including fines, lease terminations, and evictions;
5. Order CHRA to delete all data collected by the Minut Monitors in tenant units and request that Minut, Inc. do the same;
6. Award plaintiffs their attorney's fees and costs; and
7. Grant such other relief as may be just and proper in the circumstances.

Respectfully submitted,

By their attorneys

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September 2, 2026

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**CERTIFICATION**

I hereby certify that on this 2<sup>nd</sup> day of September, 2026, a copy of this Class Action Complaint for Declaratory and Injunctive Relief has been sent by first-class mail to Defendant's counsel Peter Callaghan, Esq.

/s/ Chris Scott

Chris Schott

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# Exhibit 1

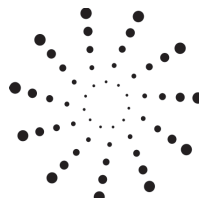
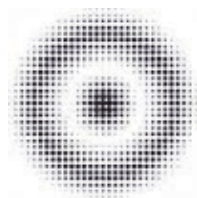


# Building a world where shared spaces run seamlessly

We believe in a world where teams can manage properties without friction. Where neighbors and guests coexist peacefully, multifamily communities thrive, and technology supports better decision-making at every level. That's the world we're building. One where properties are respected, problems are prevented, and people feel confident in every space.



# Our values



## Build with bravery

We're using our excellence in engineering, design, marketing, user experience, and sales to take on challenges that no one else does.

## Put people first

We always start with people. We work at the intersection of relationships, and sometimes, they can be sensitive. But we celebrate difference and strive to bring different people together, whether from around the globe or next door.

## Care and keep it clear

At Minut, openness, accessibility, and transparency come from a place of care. From clean code to accessible executive team meetings, we value care and clarity.

## Think one step ahead

Proactive thinking is core to how we work. From anticipating customer needs to planning smarter roadmaps, we believe the best teams—like the best operators—don't wait for things to go wrong. They act early, think long-

term, and lead by  
example.

# How we got here

Our co-founder, Nils Mattisson, worked in Apple's exploratory design group in California when that idea took hold. As Airbnb gained traction and digital privacy eroded, the need for respectful, tech-driven solutions became clear.



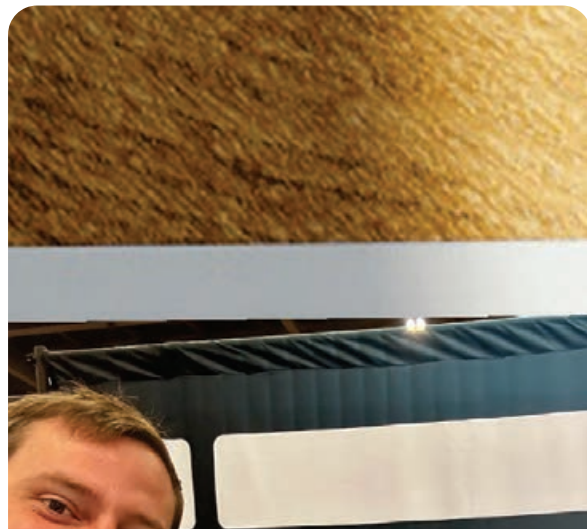
Nils joined forces with three fellow Swedes who were determined to make shared living work respectfully: Marcus Ljungblad, Fredrik Ahlberg, and Martin Lööf. In 2014, they met for the first time in Shenzhen, China (in a freight elevator at the HAX accelerator) and began building.

Just 30 days later, they'd raised \$238,000 on Kickstarter. The world wanted a new way to manage shared properties.

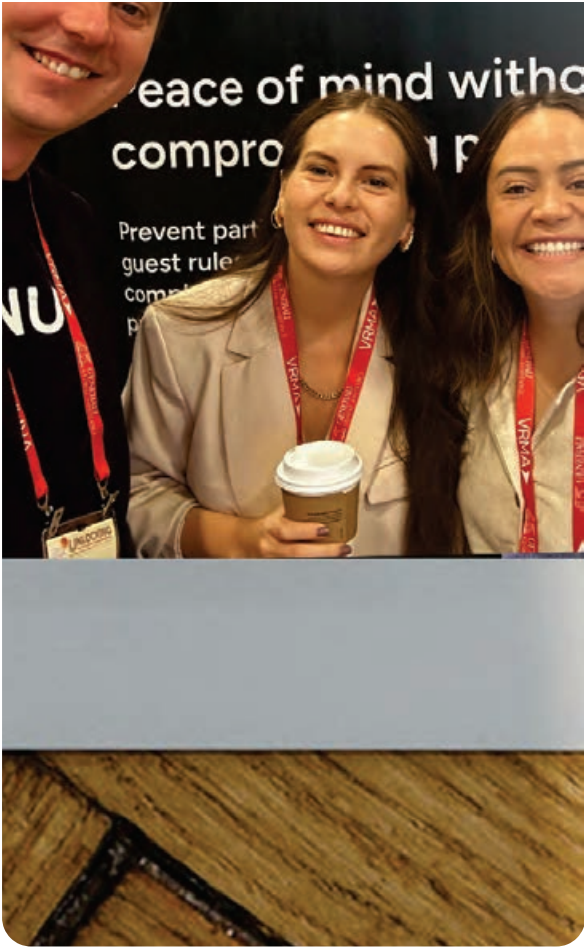
Today, Minut is a global company helping operators to stay proactive and make better decisions for their guests and tenants, their neighbors, and their bottom line.

## Our timeline

- 2014 Found in Malmö, Sweden
- 2015 Raise pre-seed funding and open Malmö office
- 2018 Open London office



- 2019 Launch privacy-first noise monitoring
- 2019 Raise \$8 million in Series A funding
- 2022 Release M3 device
- 2023 Raise \$19 million in Series B funding
- 2024 Launch cigarette smoke detection
- 2025 Trusted by 50,000+ customers worldwide



# Swedish- built. Globally trusted.

Minut is designed, built, and tested in our own Swedish factory and HQ. By owning the process end-to-end, we ensure top-class hardware, privacy-first design, and sustainability at scale.

Every device reflects our commitment to precision, trust, and long-term performance, and it's trusted in over 100 countries around the world.



## Where we work

Minut is headquartered in Sweden, with team members across Europe and North America.



## Malmö, Sweden

Baltzarsgatan 23, 211 36 Malmö, Sweden



## London, UK

24-28 Bloomsbury Way London, WC1A 2SN

# Join the team

We're building the future of shared living—and we're doing it together.

[See open roles](#)

# Backed by the best



karma.vc



zenith

Swiss Immo Lab  
PROPTech | CONTECH | FINTECH

## Products

M3 Sensor  
Water Leak  
Sensor  
Wired  
Mounting  
Kit  
Cellular  
Gateway

## Resources

Pricing  
Blog  
Partners  
Webinars  
Success  
stories  
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calculator

## Company

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insights

- Tasks

(Beta)
- Developer

documentation

Integrations
- Features

Noise monitoring

Crowd detect

Home Alarm

Smoking detection

Indoor climate

Call Assist

API
- Developer

documentation

Integrations

Affiliate program

Refer a friend

For guests
- Legal

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- Hosts
- Vacation rental
- managers
- Aparthotels & Hotels
- Student housing
- Multifamily

 Language ▼



# Exhibit 2

MÎNUT

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MULTIFAMILY

# Run smoother buildings, not bigger teams

From noise to smoking to mold risk, Minut scales across multifamily portfolios to give you **real-time** operational data, reduce liability, and keep buildings protected.

[Book a demo](#)

Trusted by the best in hospitality



BOB W.



## The quiet solution for high-performing buildings



## Stay one step ahead of resident issues

Get alerted to noise, smoking, mold risk, or overcrowding as soon as it happens. **Real-time** data helps your team respond quickly and professionally.

## Protect your buildings and your bottom line

Monitor environmental risks like humidity and noise across all units. Prevent damage, reduce complaints, and protect long-term asset value.

## Support your team with privacy-safe oversight

Minut never uses cameras or audio recordings. Give your staff the insights they need without invading residents' space.

# Actionable insights for every situation



## Resolve noise complaints before they escalate

Get alerts when noise crosses a set threshold. With timestamped insights, your team can act early to avoid conflict and preserve community peace.

[Find out more](#)

---

## Enforce no-smoking policies with evidence

---

## Catch mold risk before it spreads

---

## Manage operations efficiently at any scale

---



# Built to scale with you



10 units or 10,000, Minut grows with you



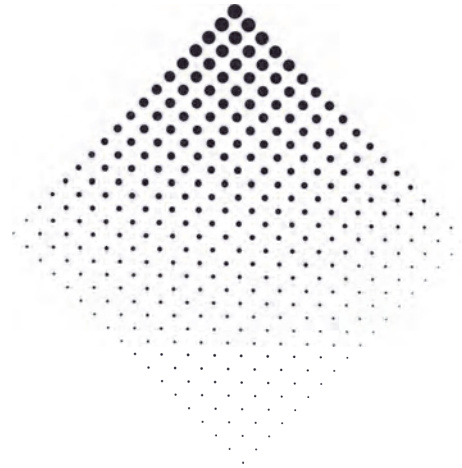
Centralized oversight for remote teams



Custom integrations with PMS,  
CRM and maintenance platforms



Fast onboarding, no specialist  
hardware or IT required



# Everything you need to protect your residents and grow your portfolio

[Buy now](#)

[Book a demo](#) →





"We were getting some complaints saying there were parties, but when we looked at the Minut data, we could confidently respond and say there wasn't excessive noise. It helped us navigate difficult conversations with neighbors and community groups."

Nick Taylor

Managing Director of Nox

[Read more](#) →

# Integrate with the tools you already use

Integrate Minut with your favorite tools and solutions

[Explore integrations](#)





Join the property operators  
transforming multifamily  
operations with Minut

[Book a demo](#)

# Frequently asked questions

## How does Minut help multifamily operators?

Minut provides real-time monitoring of noise, smoking, and indoor conditions, helping teams spot issues early, reduce complaints, and maintain building standards.

## Does Minut respect resident privacy?

Yes. Minut is built with privacy at its core. It never records audio or video, and only tracks anonymized environmental data like decibel levels and air quality indicators.

## How many devices do I need per unit?

Most apartments only require one sensor. For larger units or those with unusual layouts, we can help you assess optimal coverage.

## Is Minut easy to install across large portfolios?

Yes. Devices can be powered with our 12-month battery life, or hardwired into your properties. However you power your device, Minut is quick to deploy and centrally managed through a single dashboard, making them ideal for scaling across multiple buildings.

## What kind of insights does Minut provide?

Minut tracks real-time noise levels, smoking events, humidity, and temperature trends. You'll receive clear alerts, historical data, and standardized reports for easier operations.

Products

- M3 Sensor
- Water Leak Sensor
- Wired Mounting Kit
- Cellular Gateway
- Tasks (Beta)

Features

- Noise monitoring
- Crowd detect
- Home Alarm
- Smoking detection
- Indoor climate
- Call Assist
- API

Solutions

- Hosts
- Vacation rental managers
- Aparthotels & Hotels
- Student housing
- Multifamily

Resources

- Pricing
- Blog
- Partners
- Webinars
- Success stories
- Savings calculator
- Developer documentation
- Integrations
- Affiliate program
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- For guests

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# Exhibit 3

MÎNUT

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HOSTS

# Keep your short-term rental in safe hands

Minut gives you the visibility to prevent noise, smoking, and overcrowding, so you can protect your rental and focus on great guest experiences.

[Buy now](#)

## Trusted by the best in hospitality



# For everything you can't see coming



## Prevent guest complaints before they start

Get alerted to noise, smoke, environmental risks and potential parties, without waiting for reviews to uncover issues.

## Boost operational efficiency without reducing standards

Optimize temperature, detect issues early, and cut down on unnecessary cleaning and turnover times.

## Preserve guest trust with privacy-first technology

No cameras. No recordings. Just one platform that gives you the insights to act calmly and confidently.

# You run the stay, Minut helps protect it

## Resolve noise complaints before they escalate

Minut notifies you when volume rises above set levels, so you can act before neighbors complain or platforms penalize your listing.

[Find out more](#)

## Accelerate turnovers and uphold a smoke- free standard



Detect over-  
occupancy and  
unregistered  
guests

---

Keep energy costs  
down

---

# Built for growth



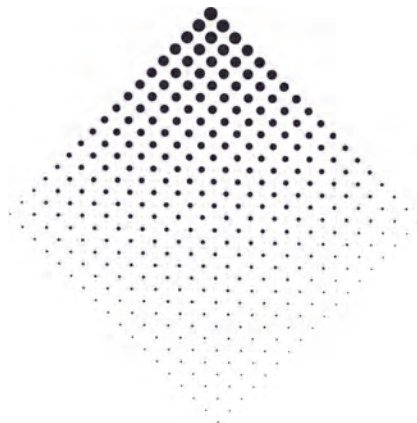
1 property or 20, Minut  
grows with you



Centralized control for  
all insights



Integrate with the tools  
you're already using



- Easy installation and onboarding no IT team required

# Everything you need to protect your property

[Buy now](#)

[Book a demo](#) →

○○○



“We knew that cameras weren’t an option, so when we discovered that Minut offered privacy-safe monitoring without recording, it felt like a no-brainer—and we haven’t regretted the decision since.”

Jacob Waks

Director of MYP Services

[Read more](#) →

# Integrate with the tools you already use

Integrate Minut with your favorite tools and solutions

Explore integrations



## Did you know?

32%

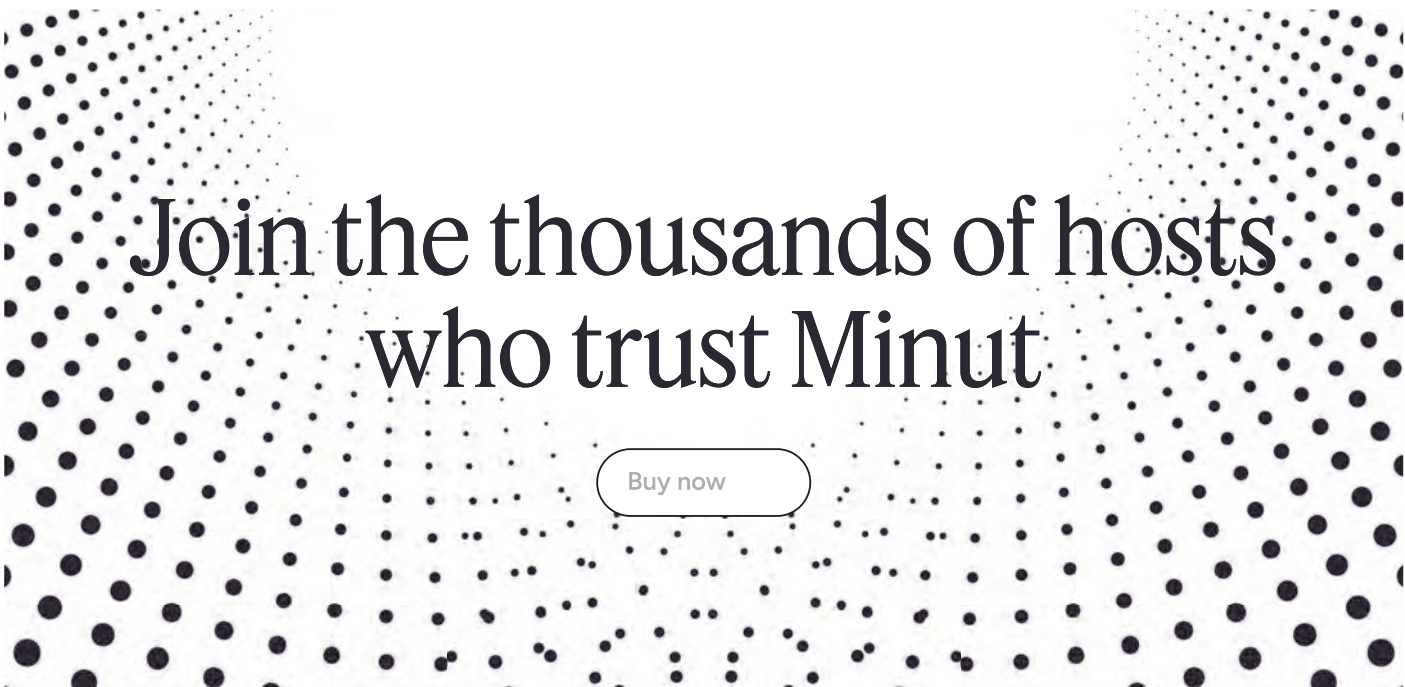
of smoking fines  
end up in a lost  
chargeback due to  
lack of evidence

65%

of all complaints are  
due to smoking or  
noise

\$1.100

of smoking penalties end  
up in lost chargeback due  
to lack of evidence



## Join the thousands of hosts who trust Minut

Buy now

# Frequently asked questions

- Minut help prevent noise issues? 
- Is guest privacy protected with Minut? 
- Can I connect Minut with my existing systems? 
- How many devices do I need? 
- What are the benefits of using Minut? 

## Products

- M3 Sensor
- Water Leak Sensor
- Wired Mounting Kit
- Cellular Gateway Tasks (Beta)

## Features

## Resources

- Pricing
- Blog
- Partners
- Webinars
- Success stories
- Savings calculator
- Developer documentation
- Integrations
- Affiliate program

## Company

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- Careers
- Contact & Support
- Help center
- FAQ
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## Sign up to our monthly newsletter

and stay one step ahead with the latest insights

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- Noise monitoring Crowd detect Home Alarm Smoking detection Indoor climate Call Assist API
- Refer a friend For guests

- Legal**
- Terms of service Privacy policy Accessibility statement Legal

Solutions

- Hosts Vacation rental managers Aparthotels & Hotels Student housing Multifamily

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# Exhibit 4



Automated guest messaging for smarter stays - [Explore](#)

MÎNUT

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APARTHOTELS & HOTELS

# Every 5-star review starts with strong operations

Minut provides operators with real-time insights to run quieter, smoother operations with full visibility and less overhead.

[Book a demo](#)



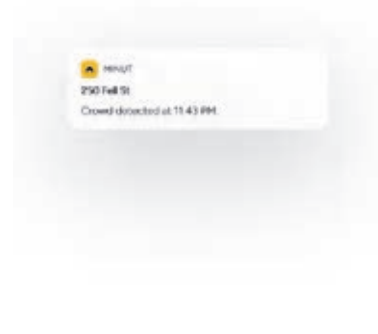
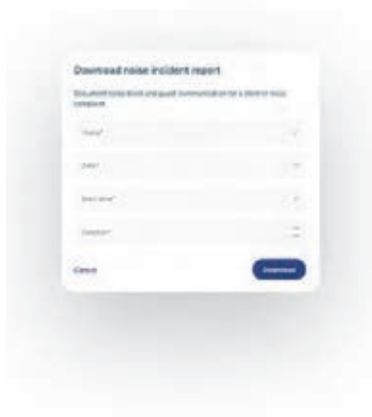
## Trusted by the best in hospitality

IHG® HOTELS &amp; RESORTS

  
Hilton  
HOTELS & RESORTS  
Aria  
RESORT & CASINO  
LAS VEGAS

BOB W.

# Foresight that protects every guest experience



Prevent guest complaints before they start

Get alerted to noise, smoke, or environmental risks the

Reduce operational costs without reducing standards

Respect guest privacy at every step

No cameras. No recordings. Just intelligent, ambient sensors that give your team

moment they happen,  
without waiting for reviews  
to uncover issues.

Optimize temperature,  
detect issues early, and cut  
down cleaning and  
maintenance overhead.

the foresight to act calmly  
and confidently.

# Your hotel runs better when you know what's happening



## Deliver consistently quiet, high-quality stays



Maintain the calm, premium environment your guests expect. Minut detects elevated noise levels in real time, so your team can act early, before comfort is compromised.

[Find out more](#)

## Accelerate turnovers and uphold a smoke-free standard



Optimize energy use across your  
portfolio

---

Boost operational efficiency across  
locations

---

# Built for growth



10 units or 10,000,  
Minut grows with you



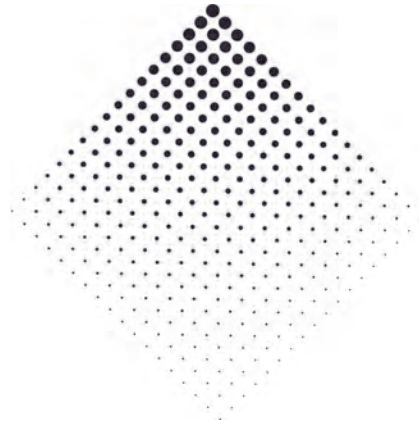
Centralized control for  
remote teams



Simple APIs for custom  
workflows



Easy installation and  
onboarding no IT team  
required



# Everything you need to protect and scale your portfolio

[Buy now](#)

[Book a demo](#) →

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## kasa

“Minut gives our remote team an important line of sight into what’s happening inside a unit without requiring on-site interaction or intervention. The data Minut provides enables us to resolve historically high-risk situations.”

Drew Millum

Director of Kasa

[Read more](#) →

# Integrate with the tools you already use

Integrate Minut with your favorite tools and solutions

[Explore integrations](#)



## Did you know?

32%

of smoking fines  
end up in a lost  
chargeback due to  
lack of evidence

65%

of all complaints are  
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noise

\$1.100

of smoking penalties end  
up in lost chargeback due  
to lack of evidence

## Frequently asked

How does Minut help prevent  
noise issues?



# questions

Is guest privacy protected with Minut? ▼

Can I connect Minut with my existing systems? ▼

How many devices do I need per apartment? ▼

What are the benefits of using Minut? ▼

Still searching for an answer? Check out all our FAQs [here](#).



Join the thousands of  
hospitality leaders who  
trust Minut

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Products

M3 Sensor  
Water Leak  
Sensor  
Wired  
Mounting  
Kit  
Cellular  
Gateway  
Tasks  
(Beta)

Features

Noise  
monitoring  
Crowd  
detect  
Home  
Alarm  
Smoking  
detection  
Indoor  
climate  
Call Assist  
API

Solutions

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Vacation  
rental  
managers  
Aparthotels  
& Hotels  
Student  
housing

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MÎNUT

# Exhibit 5

Automated guest messaging for smarter stays - [Explore](#)

**MÎNUT**

[Sign in](#) 

CROWD DETECT

# Detect crowds before they become a problem

Crowd Detect monitors occupancy in real time, alerting you when unusually high numbers of people are present so you can uphold guest standards and prevent unwanted parties.

[Buy now](#)

[Book a demo](#)



Trusted by the best in hospitality



Stay one step ahead of crowding  
and parties



## Know your spaces are being used as intended

Crowd Detect gives your team early awareness when occupancy begins to rise, so you can support safe, comfortable stays without disruption

## Stay aligned with local rules and internal standards

Every rental has house rules, and Minut helps you uphold occupancy limits with less effort and greater consistency.

## Get peace of mind, without compromise

Get the insights you need, anytime and anywhere you operate, to stay ahead of issues and protect every property.

How does it work?

# Technology that works quietly in the background

Crowd Detect uses passive signals from nearby iOS devices to estimate occupancy.

You set the limit, and if the count goes above it, Minut sends an alert, so your team knows when to check in or take action.

It's fast, frictionless, and designed for peace of mind.



## Have confidence in every booking



Take action early ▼

Get notified the moment occupancy rises above your set limit, so your team can step in early, before it impacts other guests’ stay or your policies.

Simplify compliance at scale ▼

Protect guest comfort and community standards ▼

Run more properties with less effort ▼

# Catch early signs of overcrowding

Minut helps you detect elevated occupancy in real time, so your team can respond with confidence.

[Buy now](#)      [Book a demo](#) →

# One device, multiple layers of intelligence

Minut gives you a full-stack view of your property.

Noise monitoring >

Smoking detection >

Indoor climate >

Home alarm >

○○○



"Before Minut, we had no way of knowing when parties were happening. Now, we rarely get notifications about parties. In the past year, it's only happened once, and thanks to Minut, we were notified before it got out of hand."

Tyler Herndon

StellarDweller

[Read more](#) →

# Frequently asked questions

**Is Minut privacy-compliant?** ^

Yes. Crowd Detect does not collect or store personal data, record guests, or use cameras.

**How does Crowd Detect estimate occupancy?** ^

It detects the number of nearby iOS devices in a property and compares it to your defined threshold. If the count is exceeded, Minut sends an alert.

**Can I customize alerts per property?** ^

You can define occupancy limits individually across your portfolio and tailor notifications accordingly.

**Does this integrate with my PMS or workflow tools?** v

**What are the benefits of Minut's Crowd Detect feature?** v

Products

- M3 Sensor
- Water Leak Sensor
- Wired Mounting Kit
- Cellular Gateway
- Tasks
- Messaging
- Guest app

Features

- Noise monitoring
- Crowd detect
- Home Alarm
- Smoking detection
- Indoor climate
- Call Assist
- API

Solutions

- Hosts
- Vacation rental managers
- Aparthotels & Hotels
- Student housing
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# Exhibit 6



 Search for articles...

All Collections > Monitoring Features > Occupancy & Security > Crowd detect

# Crowd detect

How Minut estimates occupancy by counting wireless devices and alerts you when the count exceeds your unit's capacity.

Written by Britney  
July 13, 2026

Table of contents



**Not available in outdoor mode.** Crowd detect is not supported on M3 sensors installed in outdoor mode. It is available on M3 sensors in indoor mode, and on M2 sensors.

## How Crowd detect works

Crowd detect works by counting the number of wireless devices: phones, tablets, laptops, smartwatches, that the Minut sensor detects nearby. When the device count exceeds the threshold calculated from your unit's guest capacity, Minut sends an alert.



The feature does not use a camera, microphone recording, or any form of audio or visual surveillance. It only counts wireless device signals. No personal data from those devices is collected or stored.

|                    |                                                                                               |
|--------------------|-----------------------------------------------------------------------------------------------|
| Detection method   | Counts wireless device signals (Wi-Fi probe requests) near the sensor                         |
| Compatible sensors | M3 (indoor mode only), M2. Not available on M3 in outdoor mode or on the E1.                  |
| Capacity range     | Set between 1 and 50 guests. The alert threshold is calculated automatically from this value. |
| Battery impact     | Crowd detect increases battery drain. On the M3, enabling it reduces battery life noticeably. |

## What it can signal

- **Early party detection**  
A high device count before noise levels escalate can give you an early warning that an unauthorised gathering is forming.

- **Confirmed noise event**

A high device count combined with a noise alert strengthens the signal that an unwanted party is underway, not just a brief loud moment.

- **Occupancy violations**

Persistent high device counts during a stay can indicate guests are exceeding the number allowed under your house rules or platform terms.

**Use Crowd detect alongside noise monitoring, not instead of it.** Device count alone is not conclusive; a neighbouring property with many devices, or a guest with multiple devices, can influence the reading. The most useful signal is a high device count combined with elevated noise levels.

## How the threshold is calculated

Crowd detect does not alert when device count reaches your guest capacity; it alerts when the count suggests significantly more people than you set. The threshold accounts for the fact that people carry an average of 1.5 devices each, and alerts when the estimated occupancy is 2.5 times your set capacity.

### Example

*Unity capacity set to 4 guests*

*4 Guest capacity x 2.4 Crowd multiplier x 1.5 Devices per person = 15 Alert threshold  
Alert triggers when 15 or more wireless devices are detected: estimated to represent 10 people, which is 2.5x the set capacity of 4.*

You set the guest capacity value during unit setup, or can change it at any time from the unit screen. The threshold is recalculated automatically.

## Enable Crowd detect

1. **Open the rental unit**

In the Minut app, tap **Properties** and select the rental unit where you want to enable Crowd detect.

2. **Set guest capacity**

If you haven't already set a capacity for this unit, tap the **settings icon** (⚙️) → **Edit unit** → set the **Stays capacity** value. This can be between 1 and 50. The alert threshold is calculated from this value.  
**Capacity can be changed at any time; the threshold updates immediately**

3. **Turn on Crowd detect**

From the rental unit view, tap **Crowd detect** to toggle it on. The sensor will begin counting wireless devices near the unit.

Alerts

When the device count exceeds the calculated threshold, all team members with access to the rental unit receive a **push notification**. If email notifications are enabled for your account, an email is also sent.

|                    |                                                                           |
|--------------------|---------------------------------------------------------------------------|
| Who is notified    | All team members with access to the rental unit                           |
| Notification type  | Push notification and email (if email notifications are enabled)          |
| Alert log          | All Crowd detect events appear in the rental unit's event log             |
| Guest notification | No notification is sent to guests; Crowd detect alerts the host team only |

Battery impact

Crowd detect requires the sensor to continuously scan for wireless device signals. This uses more power than standard monitoring and will reduce battery life.

|           |                                                                                                                                                                                               |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| M3 sensor | Enabling Crowd detect noticeably reduces battery life; particularly in busy areas with many Wi-Fi devices present. Consider hardwiring the sensor via the <a href="#">AC Power Adapter</a> or |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|               |                                                                                                                                      |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------|
|               | <a href="#">PoE Adapter</a> if Crowd detect is always on.                                                                            |
| M2 sensor     | Same impact applies. If battery life is a concern, disable Crowd detect when a stay is not active or consider hardwiring.            |
| Best practice | Enable Crowd detect only for units where occupancy violations are a known risk, rather than across your entire portfolio by default. |

## Limitations

**Device count is an estimate, not an exact headcount.** The reading is influenced by neighbouring properties, guests with multiple devices, smart home devices, and how actively devices are broadcasting. It is a useful signal, especially combined with noise data, but should not be treated as a precise occupancy count.

**Not available in outdoor mode.** Crowd detect is not supported on M3 sensors installed in outdoor mode. If your sensor is in outdoor mode and you need Crowd detect, an indoor-mode sensor would need to be installed indoors in the same unit.

**Not available on the E1.** The E1 sensor does not support Crowd detect.

## Related Articles

|                          |   |
|--------------------------|---|
| Smoking detection        | > |
| Installing the M3 Sensor | > |
| Tamper detection         | > |

- Water Leak Detection

>
- Settings overview

>

Did this answer your question?



For operators who believe in being one step ahead

More questions?  
Get in touch with the Minut Support Team at [hello@minut.com](mailto:hello@minut.com)

Feedback?  
[Leave a Review on Trustpilot](#)

# Exhibit 7

# Privacy Policy

Last updated on April 15, 2025.

Minut, Inc. and its affiliate companies ("Minut", "we", "us", "our") are committed to protecting your privacy and personal data.

Here's our Privacy Policy. It is important because it explains what data we collect and how we use that data, so please take a moment to review it. Privacy is an important matter in the digital age – and it has become increasingly complicated to understand who collects information about you and how it is used.

If you have any questions about this privacy policy, please contact us at [privacy@minut.com](mailto:privacy@minut.com).

## Who does this policy apply to?

This policy applies to you when you make inquiries about, install or use our Services, place orders, visit our website, interact with our customer or technical support by phone, messaging, email or chatbot, sign up for our newsletter, make appointments for demos, or otherwise interact with us via our website, in our mobile and web apps, on social media, or by phone, or any messaging app.

This policy also applies to you if you are our business contact, stockholder, job applicant or business partner engaging in cooperation with us concerning our business or our Services.

When you use our Services or otherwise interact with us, certain information about you is collected and you accept that we may use the data and information we collect from you in accordance with this Privacy Policy.

By "Services" or "Service" we mean Minut's products and services consisting of:

- Minut hardware devices ("Minut Device"),
- our website located at minut.com and any other website we may establish in the future (individually a "Website" and collectively "Websites"),
- the Minut mobile and web applications and any other app we may develop in the future (each, a "Minut App" and collectively the "Minut Apps"), and
- any other software, cloud service, add-on service or feature developed by us and available as part of the Services whether now existing or incorporated in the future, including our API, any chatbots or any other features powered by artificial intelligence provided on the Websites or in the Minut Apps.

## What data do we collect?

### Personal Data

Personal Data is information that identifies a particular individual ("Personal Data"). We collect and process various types of Personal Data. Such Personal Data may include:

- Contact information. Such as your name, title, position, address, phone number, email address and, if you are a business partner or other stakeholder, company information.
- Personal details. Your username, password, social security number, gender, age, and ID card, such as your passport or driver's license details, if required for verifying your identity.
- Your location data. The GPS coordinates of the residential property where you have installed Minut Device(s).
- Guest Information. When you use our suite of features called Guest Connect, we may collect the following information also of your Guests staying at your residential property: contact information, location information of your property, and the dates of their stay. "Guests" are third parties to whom you have leased or rented your property or who are otherwise using your property.
- Agreement and transaction related data. Personal data necessary for maintaining our contractual relationship, such as information about your agreements, orders, purchases, payment or refund status, invoices, marketing preferences, personal interests, as well as your communications with us through different channels.
- Stockholder information. Such as your name, address, email address, date of birth, nationality, and the number of shares held by you.
- Recruitment information. Such as your application and resume, education and work experience, and other information necessary for the recruitment that you provide to us

during the recruitment process of you as an employee or a contractor, including interview information, video interviews and references.

- Online and electronic identification data. Such as your IP address, cookie ID, mobile device ID, time of visit and spent on the website or app, details about browser and device, page interaction information, navigation paths, scrolling, clicks, and location.
- Sensor Data. Sensor Data is information that our Service detects and gathers from the residential property, such as cigarette smoke, occupancy, temperature, humidity and noise level. The Service does not record conversations. Some Sensor Data combined with other data may be used to identify a person or to reveal information about their location, activities or habits.

Note on your payment information. When you pay for your Minut subscription plan and for any other fees related to your use of the Services on our Website or from one of our third-party vendors, you will need to provide your credit card or other applicable payment method. We do not collect this information because we use third parties to process payments for Minut Devices. When making a payment, you should refer to the Privacy Policy of our payment processors. We currently use stripe.com to process payments and may add additional payment processors in the future. Third-party vendors may use other payment processors.

## Collection and Use of Non-Personal Data

In addition to collecting Personal Data, we collect data that does not, on its own, personally identify you. This may include anonymized aggregated data, automatically collected data and Sensor Data that cannot be used to identify a person. We may make aggregate compilations, statistics and analyses of such data – on an anonymous basis and also with the help of AI technologies – without restriction.

We may use such non-personal data and any compilations, statistics and analyses for any purpose, including research and development, machine learning, scientific and commercial purposes, industry analysis, and to improve our Services, again, without disclosing any Personal Data that would permit identification of our customers.

## Special Note About Guests

If you have Guests, you are responsible for complying with applicable laws that govern whether you are required to provide notice or other disclosures to such third parties that there are monitoring services present. The law may also require you to have your own privacy policy. If required, you agree to provide any notices or disclosures and to have your own privacy policy.

Even if the applicable law does not require any notice or disclosure, we think it is a good idea to do so and we strongly encourage you to inform your guests of the Service in your residential property.

For your convenience, **we have written some sample language you can use.**

## What are the purposes and legal bases for processing your Personal Data?

The table below sets out our purposes for processing your Personal Data as well as the legal basis for the processing.

| Purpose of processing                                                                                                                                                                                                                                                                                                           | Legal basis for the processing                                                                                                                                                                                                                                                                           | Categories of Personal Data                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| Service delivery & customer service. Process orders, ship Minut Devices, deliver and maintain our Services, and provide customer service and support. Handle warranty issues, refunds, returns and cancellations. Send alerts and notifications from the Service requested by you. Manage payments, contracts and transactions. | Necessary for the performance of the contract between us and you.<br>Based on your consent.<br>Necessary for compliance with our legal obligations.<br>Necessary for our legitimate interest to provide customers with important notices or notices requested by them.                                   | Contact information.<br>Personal details.<br>Your location data.<br>Guest information.<br>Agreement and transaction related data.<br>Sensor Data. |
| Maintain customer relationship. Respond to your inquiries and comments, send important notices to you, send you notices and notifications requested by you, and provide you with other customer support.                                                                                                                        | Necessary for the performance of the contract between us and you.<br>Based on your consent.<br>Necessary for our legitimate interests to provide customer service and process orders.<br>Necessary for our legitimate interest to provide customers with important notices or notices requested by them. | Contact information.<br>Your location data.<br>Guest information.<br>Agreement and transaction related data.<br>Sensor Data.                      |

| <b>Purpose of processing</b>                                                                                                                                                                                                                                                      | <b>Legal basis for the processing</b>                                                                                                                                                                                                      | <b>Categories of Personal Data</b>                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Register & manage your account. Register you as a user of our Services, provide you with different functionalities in them, and manage your account.                                                                                                                              | Necessary for the performance of the contract between us and you.<br>Necessary for our legitimate interests to provide customer service and process orders.                                                                                | Contact information.<br>Personal details.<br>Your location data.<br>Guest information.<br>Online and electronic identification data.<br>Sensor Data. |
| Develop our Services.<br>Improve and develop the quality, safety, functionality and customer satisfaction of our Services and business. This may include making anonymized, de-identified or aggregated compilations, statistics and analyses of such data.                       | Based on your consent.<br>Necessary for our legitimate interests to improve and develop the quality, safety, customer satisfaction and functionality of our Services and business.<br>Necessary for compliance with our legal obligations. | Your location data.<br>Guest information.<br>Agreement and transaction related data.<br>Online and electronic identification data.<br>Sensor Data.   |
| Marketing purposes. Provide information related to our company and our Services, events and campaigns. Advertise and recommend our Services that you might find interesting. Perform analytics. Send you promotional messages via mail, email, phone, and/or other similar means. | Based on your consent.<br>Necessary for our legitimate interests to market our products and services.<br>See also "Direct Marketing" below the table.                                                                                      | Contact information.<br>Personal details.<br>Agreement and transaction related data.<br>Online and electronic identification data.                   |
| Marketing opt-out. Comply with your request not to send you direct marketing, where applicable.                                                                                                                                                                                   | Necessary for compliance with our legal obligations.                                                                                                                                                                                       | Contact information.                                                                                                                                 |
| Compliance with applicable legislation. Comply and fulfill our legal duties, obligations, and any filing or notification                                                                                                                                                          | Necessary for compliance with our legal obligations.<br>Based on your consent.                                                                                                                                                             | Contact information.<br>Personal details.<br>Guest information.<br>Agreement and transaction                                                         |

| Purpose of processing                                                                                                                                                                                                                                                                                                                                              | Legal basis for the processing                                                                                                                                                                                     | Categories of Personal Data                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| requirements under applicable laws relating to e.g. tax law, withholdings, record-keeping, accounting, regulatory compliance, safety issues, litigation, sanctions & anti-money laundering laws, know-your-customer laws, and product liability.                                                                                                                   |                                                                                                                                                                                                                    | related data.<br>Stockholder information.<br>Recruitment information.<br>Online and electronic identification data.                                                                                                                     |
| Legal defense & security assurance. Defend and secure our and our customers' rights. Ensure the security and safety of our products and services. Prevent misconduct and fraud.                                                                                                                                                                                    | Necessary for our legitimate interests to defend and secure our and our customers' rights, ensure the security and safety of our products and services and prevent misconduct and fraud.<br>Based on your consent. | Contact information.<br>Personal details.<br>Your location data.<br>Guest information.<br>Agreement and transaction related data.<br>Stockholder information.<br>Recruitment information.<br>Online and electronic identification data. |
| Manage our contractual relationships. Manage our contractual relationship with our business partners, including the contact persons at our distributors, suppliers, banks, lenders, investors, contractors, first responders and security services, integration partners, and other stakeholders. Contact you and communicate with you as one of our stakeholders. | Necessary for the performance of the contract between us and you.<br>Necessary for our legitimate interests to contact you and communicate with you as one of our stakeholders.                                    | Contact information.<br>Your location data.<br>Guest information.<br>Agreement and transaction related data.<br>Stockholder information.<br>Recruitment information.<br>Sensor Data.                                                    |
| Recruitment. Contact you about your application or to obtain additional information.                                                                                                                                                                                                                                                                               | Necessary for compliance with our legal obligations.<br>Necessary for our legitimate                                                                                                                               | Contact information.<br>Personal details.<br>Recruitment information.                                                                                                                                                                   |

| Purpose of processing                                                                                                                                                                      | Legal basis for the processing                                                                                     | Categories of Personal Data                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| Conduct interviews and evaluations in connection with the recruitment process.                                                                                                             | interests to contact you, obtain information from you and evaluate you in connection with the recruitment process. |                                                                       |
| Administer our stockholder relationships. Maintain our stockholder register, organize stockholder meetings, respond to stockholder inquiries, and send communications to our stockholders. | Necessary for compliance with our legal obligations.                                                               | Contact information.<br>Personal details.<br>Stockholder information. |

## Direct marketing

Where required by applicable law, we will collect your consent before contacting you for direct marketing purposes via email, phone and/or similar means of communication.

You can change your mind later with respect to direct marketing by contacting us at any time. In addition, if you receive direct marketing from us in writing you will be reminded in that material that you are able to request a change to your preferences.

## “Do Not Track” signals

Your web browser may have settings that allow you to transmit a “Do Not Track” signal when you visit various websites or use online services. Like many websites and online services, our websites are not designed to respond to “Do Not Track” signals received from browsers. To learn more about “Do Not Track” signals, you may wish to visit <http://www.allaboutdnt.com/>.

## How do we share your Personal Data?

For the purposes described in this Privacy Policy, Personal Data may be disclosed to:

- **Other Minut group companies.** We may share your Personal Data within the Minut group of companies, including our subsidiaries, affiliates, joint venture and other associated companies for any of the legitimate purposes described in this Privacy Policy.

- **Authorized third parties.** Your Personal Data may be shared with and processed by third party service providers (such as distributors, payment processors, hosting services, first response or security services, chatbot vendors, banks, debt collectors, professional advisers, and email providers) to help carry out the services they are performing for us to support our business operations.
- **Business partners.** Your Personal Data may be shared with third parties with whom we co-sponsor events or promotions or jointly offer products or services, such as our business partners.
- **Third parties for compliance with laws and other legal business purposes.** We may share your Personal Data (A) when necessary or required to comply with applicable laws, regulations or a court decision; (B) to detect, prevent, or otherwise address fraud, money laundering, terrorism financing, or technical or data security problems; or (C) to defend and exercise our or our customers' rights.
- **Third parties in connection with a corporate transaction.** We may share your Personal Data in connection with the financing, sale, merger, bankruptcy, sale of assets, bankruptcy, reorganization or a similar corporate transaction of our company or business, subject to appropriate precautions.
- **International Transfers.** Our server is currently located in the European Union and that's where all Personal Data, Sensor Data and non-personal data we collect is stored. From time to time, we rely on service providers in non-EU countries to perform services such as error checking for us. Therefore, the data we collect may be transferred across international borders outside the country where you use our Services, including to countries outside the European Economic Area (EEA) that do not have laws providing specific protection for Personal Data or that have different legal rules on data protection, for example, the United States of America. In such an event, Minut engages appropriate safeguards under applicable data protection legislation to ensure an adequate level of data protection for your Personal Data. These measures include, for example, the European Commission's standard contractual clauses on transferring Personal Data to third countries.

## Special Note About Children

Our Services are not directed or suitable for children under the age of 18. We do not knowingly collect any Personal Data from children under 18 without parental consent. If you are aware of a user under the age of 18 using the Services without parental consent, please contact us immediately. We reserve the right to delete or deny access to any account or authorized user immediately if we suspect the account holder or authorized user is a child under the age of 18 whether the child is using the Services with or without parental consent.

Please note that if you add your child under the age of 18 as an authorized user of your Services, you will be deemed to have given your parental consent to the inclusion of your child's Personal Data in the Services. If you add someone else's child (such as a relative staying with you) as an authorized user of your Services, you must get that child's parental consent.

Use caution when adding an underaged child's Personal Data in the Services. Please also read the Section titled "What else should I know about security and the Services?" below.

## Data Disclosures to Third Parties by You

You may choose to provide data and information about yourself and your use of the Services to third parties, such as to:

- **Websites, Features, Apps or Services Developed by Third Parties.** To increase your enjoyment of the Services, we may provide links or references to third party developed websites, features, apps or services on our website, blogs, discussion forums, social media accounts or otherwise. You may also independently find third party developed interfaces between the Services and the third-party app or service.  
These third-party apps or features or services might include, for example, applets. These allow you to get more from your Service, such as getting an e-mail or text message alert, or turning lights on or off in your residential property, based on Sensor Data detected by your Service.  
If you decide to access these third-party websites, features, apps or services, you do so at your own risk. We suggest that before (1) using any third-party websites, features, apps or services, (2) choosing to disclose your Personal Data to them, and (3) allowing them to access your Sensor Data, that you read their Terms of Service and privacy policies to understand what information they collect about you and how they use that information.
- **Social Media and Public Forums.** You may submit ideas, photographs, user profiles, writings, music, video, audio recordings, computer graphics, pictures, data, questions, comments, suggestions or other content, including Personal Data (collectively, "User Content") on social media sites (such as Facebook, Instagram, BlueSky and X), online blogs and forums. We or others may store, display, reproduce, publish, distribute or otherwise use User Content online or offline in any media or format and may or may not attribute it to you. Others may have access to this User Content and may have the ability to share it with third parties. Please think carefully before deciding what information you share, including Personal Data, in connection with your User Content. Please note that we do not control who will have access to the information that you

choose to make public and cannot ensure that parties who have access to such information will respect your privacy or keep it secure. We are not responsible for the privacy or security of any information that you make publicly available on social media, online blogs or public forums – or what others do with information you share.

## **What else should I know about security and the Services?**

Sharing information and having real-time access to data about your residential property is fun and easy but also brings along some risks that you should be aware of so that you can enjoy your Services responsibly.

You should be mindful of the security of your computer or mobile device, and prevent unauthorized third parties from opening your Minut Apps. We recommend you protect your computer and mobile device with a passcode and change your Minut App's log-in password periodically. If you have given access to your Minut App to a third party via the teams feature, you should remember to terminate such third party's access after you no longer need the third party to monitor your residential property.

Please use caution when setting up your Minut Apps, and consider the potential ramifications to you, your family and your Guests should your Minut App end up in the wrong hands. We do not wish to scare you but do want to help you understand our technology better.

For example, if you set up your Minut App to show whether someone is present at your residential property – and an unauthorized person gains access to your Minut App – that person would be able to see where your residential property is and that your residential property is empty when nobody's there.

The use of our Services and your Minut Device(s) require an Internet connection. You are responsible for obtaining your own Internet connection to use our Services. You should understand that your mobile phone, computer and other electronic devices are susceptible to attack from third parties. We recommend you use firewalls, store your passwords in a safe place, and create passwords that are strong. The security of your Internet connection or network is your responsibility and out of our control.

## **How do we keep your Personal Data safe?**

In order to keep your Personal Data and all the other information we have stored safe, we have implemented various security measures and taken reasonable steps to prevent unauthorized access, use, alteration, destruction or disclosure of your Personal Data.

However, no data transmission or storage over the Internet can be guaranteed to be 100%

secure. As a result, while we strive to protect your Personal Data, we cannot guarantee or warrant the security of any information collected through our Services.

Your Personal Data will be stored in a secure environment and treated confidentially.

## Cookies

We use cookies and other tracking technologies on our website. A “Cookie” is a small piece of data that is stored by a web browser or internet-enabled device to record information related to how a website is used.

For more information about cookies and other tracking technologies we use, please read our [Cookie Policy](#).

## Retention of Your Data

We retain your Personal Data for as long as we deem it is necessary considering the purpose of the processing and also allowing you to choose to de-activate your Service only to re-activate it at a later date. However, we reserve the right to delete your Personal Data if you have been inactive for a period of two (2) years. If we have deleted your Personal Data after two years, this means that you would have to set up a new account with us if you again wish to use the Services. We may keep anonymized and non-personal data indefinitely for any purpose, including for statistical and analytical purposes, and in order to improve the Services.

## Rights of users

If you are located in the EU, EAA, or Switzerland, you are entitled by law to access, correct, amend, or delete Personal Data about you that we hold. A list of these rights is below. Please note that these rights are not absolute and certain exemptions apply.

- The right to access. You have the right to ask us for copies of your Personal Data. This right has some exemptions, which means you may not always receive all the Personal Data we collect and process. When making a request, please provide an accurate description of the Personal Data to which you want access. Please make any requests in writing to us and we will comply with your request promptly. You may also request that we provide you with a copy of your historical Sensor Data.
- The right to rectification. You have the right to ask us to rectify information you think is inaccurate. You have the right to ask us to complete information you think is

incomplete. You can log into your Minut user profile and correct, amend, or delete information about yourself. You may choose to block incorrect data by contacting us at the address or e-mail at the end of this Privacy Policy.

- The right to erasure. You have the right to ask us to erase your Personal Data in certain circumstances, including: (i) when your Personal Data is no longer necessary for the purposes for which it was collected or processed, or (ii) your Personal Data must be erased to comply with a legal obligation under EU Union or Member State law. If you choose to delete your Personal Data, you understand that we will not be able to provide the Service to you anymore.
- The right to restrict processing. You have the right to ask us to restrict the processing of your Personal Data in certain circumstances, including: (i) when the accuracy of the Personal Data is brought into question, or (ii) when we no longer need the Personal Data for purposes of the processing but you require such Personal Data for the establishment, exercise, or defense of a legal claim.
- The right to data portability. You have the right to ask that we transfer the Personal Data you gave us from one organization to another, or give it to you.
- The right to lodge a complaint with the supervisory authority. If you believe your rights under the GDPR have been violated, the GDPR gives you the right to file a complaint with the supervisory authority. A list of Supervisory Authorities is available [here](#).
- Right to object to processing. You have the right to object to the processing of your Personal Data that is based on legitimate interests. If you make such an objection, we will cease to process the Personal Data unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, or we can demonstrate the processing is for the establishment, exercise or defense of legal claims. Additionally, if you no longer wish to receive direct marketing from Minut, you may object to the processing of your Personal Data for direct marketing purposes. You can object to the processing of your Personal Data by contacting us at [privacy@minut.com](mailto:privacy@minut.com).

To exercise these rights, please contact us at [privacy@minut.com](mailto:privacy@minut.com). For your protection, we may need to verify your identity before responding to your request. In the event that we refuse a request, we will provide you a reason as to why.

Please note that residents of other jurisdictions may have additional or different privacy rights compared to the ones described above. Depending on your jurisdiction, you may have, for example, the following right in respect of our data processing:

- Right to communicate after-death instructions. You have the right to communicate your instructions to us relating to the processing of your Personal Data in case of death.

## How can we change this Privacy Policy?

We may change this Privacy Policy from time to time as we, for example, add new devices and Services, as we improve our current offerings, and as technologies and laws change. You can determine when this Privacy Policy was last revised by referring to the “LAST UPDATED” legend at the top of this page. Any changes will become effective upon our posting of the revised Privacy Policy. We may provide notice to you of any changes. This notice may be provided by email, by posting the revised Privacy Policy on our Website or elsewhere in the Services, or by other means prior to the change becoming effective, consistent with applicable laws.

## Questions?

Please write to or send an e-mail:

Address: Minut, Baltzarsgatan 23, 211 36 Malmö, Sweden

E-mail: [privacy@minut.com](mailto:privacy@minut.com)

### Products

M3 Sensor  
Water Leak  
Sensor  
Wired  
Mounting  
Kit  
Cellular  
Gateway  
Tasks  
(Beta)

### Resources

Pricing  
Blog  
Partners  
Webinars  
Success  
stories  
Savings  
calculator  
Developer  
documentation

### Company

About Minut  
Press & media  
Careers

### Contact & Support

Help center  
FAQ  
[hello@minut.com](mailto:hello@minut.com)  
Book a demo

## Sign up to our monthly newsletter

and stay one step ahead with the latest insights

▼

- Features

Noise monitoring Crowd detect Home Alarm Smoking detection Indoor climate Call Assist API
- Integrations

Affiliate program Refer a friend For guests
- Legal

Terms of service Privacy policy Accessibility statement Legal

Solutions

- Hosts
- Vacation rental managers
- Aparthotels & Hotels
- Student housing
- Multifamily

☐

I'm not a robot

reCAPTCHA

Submit

 Language ▼



# Exhibit 8

# Terms of Service

Last updated on April 15, 2025.

Welcome and thank you for your interest in Minut!

## Introduction to These Terms of Service

Here are our Terms of Service (the "Terms of Service" or just "Terms"). These are important because they form the legal agreement between you and Minut, Inc. ("Minut", "we", "us" or "our"). By using our products and services, you:

- acknowledge that you have read and understood these Terms.
- agree to be bound by these Terms.

By accepting these Terms on behalf of another person or entity, you represent and warrant that you have full authority to bind that person or entity to these Terms.

If you are a commercial business customer and there is a separate written contract between us and you, these Terms control unless specifically excluded, in whole or in part, in such separate contract.

If you ever have any questions regarding the Terms, please do reach out to [hello@minut.com](mailto:hello@minut.com).

**SECTION TITLED "DISPUTE RESOLUTION AND ARBITRATION PROVISION"  
SUBSTANTIALLY AFFECTS YOUR AND OUR LEGAL RIGHTS IN THE EVENT OF A DISPUTE.  
PLEASE READ IT CAREFULLY.**

## Our Products and Services

These Terms apply to our products and services which allow users to monitor their residential properties for variables such as noise, cigarette smoke, occupancy, humidity, and temperature without intrusive cameras (the “Minut Service”). Breaking it down, the Minut Service consists of one or more Minut hardware devices provided by Minut (each, a “Minut Device”) PLUS:

- the Minut mobile and web apps (the “Minut Apps”),
- the Minut API for those of you who have been granted a separate license in writing by Minut to use it (the “Minut API”), and
- any other app, cloud service, computer software, updates or add-on service or feature developed by us and incorporated into the Minut Service you have purchased whether now existing or incorporated in the future, including any chatbots or any other features powered by artificial intelligence provided on the Minut website or in the Minut Apps.

We will call the items listed above collectively “Minut Software” in these Terms.

## Support and Questions

If you have any questions about the installation or use of the Minut Service or have technical difficulties, please check out the following:

- Minut user manual (the “Minut User Manual”) at <https://www.minut.com/product/manual>; and
- Help Center at <https://support.minut.com>.

You can also e-mail us at [hello@minut.com](mailto:hello@minut.com). We are here to help!

For commercial installations, contact us for a separate support plan and fees.

## Changes to Terms of Service

We may modify these Terms from time to time. We may (but are not required to) communicate major changes with a special notice on the Minut Service or by email. You accept such modified Terms by continuing to use the Minut Service.

## Pricing and Requirements for Use of the Minut Service

The price of your Minut Service is as separately agreed at the time of your purchase. Minut offers a range of subscription plans. Each subscription plan includes a set of features and

separate pricing as listed at <https://minut.com/pricing>. You must activate your subscription plan in order for the Minut Service to work.

The terms and conditions of the subscription plans are a part of these Terms and listed at: <https://www.minut.com/legal/subscription-terms>. You are responsible for prompt payment for, and compliance with the usage restrictions of, your subscription plan.

Minut may audit your compliance with the terms and usage restrictions of your subscription plan at any time. If such audit reveals that you have not paid Minut as required in your subscription plan, you will promptly make payment to Minut for any underpayment.

You represent and warrant that you are aged 18 years or older.

You are responsible for obtaining your own Internet access and mobile device to access the Minut Service. The Minut App for mobile devices ("Minut Mobile App") is available at Google Play and Apple AppStore (the "App Distributors"). We only support the Minut Mobile App if it has been downloaded from the official application marketplace of one of these App Distributors. The Minut Mobile App is optimized for certain mobile devices and operating systems, and we make no guarantee that it will work on all smartphones and other mobile devices.

## Precautions

Please note that it is your responsibility to determine what action you will take as a result of the data detected by your Minut Service or any alerts that the Minut Service sends to you. The Minut Service is not able to determine the cause of any data or alarms detected and will not, for example, alert a home security service or the authorities unless you have purchased a separate first response service as an add-on to the Minut Service. Such first response services are currently available only in select locations and are also subject to additional terms and conditions provided separately.

See also the Sections titled Warranty Disclaimer and Limitation of Liability below.

You are responsible for installing and using the Minut Service in accordance with these Terms and the Minut User Manual and FAQ. Please take a moment to review the [User Manual](#) applicable to your Minut Device.

## Guest Notices and Disclosures

If your home or other residential property is used by, or leased or rented to, third parties, you agree to comply with applicable laws that govern whether you are required to provide notice or other disclosures that there are monitoring devices (such as the Minut Service) present.

Even if the applicable law does not require such notice or disclosures, we think it is a good idea to do so and we strongly encourage you to inform your guests of the Minut Service in your residential property. For your convenience, we have written some sample language you can use here: <https://support.minut.com/en/articles/5336356-how-minut-protects-guest-privacy>.

## Privacy Policy

The Minut Service is subject to our Privacy Policy, which can be found at <https://minut.com/legal>. Please take a moment to review it because it also contains some useful security information.

## Limited License to Use the Minut Service

You are hereby granted a limited, non-exclusive, revocable and nontransferable license to use the Minut Service (including the applicable Minut Software included in your purchase) in accordance with these Terms and your subscription plan.

We and our licensors reserve all rights to and own all title, rights and interests to the Minut Service, including, but not limited to:

- all patents, copyrights and trademarks (whether registered or unregistered),
- know-how and other intellectual property rights,
- the "Minut" name and brand,
- the minut.com domain name and all related domains, including the website content therein,
- all Minut logos, designs, and brand and visual elements, including the look and feel of the Minut websites,
- all Minut Service platform features and functionalities,
- the Minut user interface and experience design, and
- our proprietary algorithms and systems,

on the Minut website and in any Minut Device, the Minut Apps, the Minut API and any other Minut Software.

This license does not grant you any rights to use Minut's proprietary interfaces and other intellectual property in the design, development, manufacture, licensing or distribution of third-party devices and accessories, or third-party software applications, for use with the Minut Service. Any such rights are subject to a separate written agreement signed by Minut and you.

All rights in the Minut Service not expressly granted to you by us in these Terms are retained by us and our licensors.

## Acceptable Use

You explicitly agree not to:

- reverse engineer or create derivative works of any part of the Minut Service.
- reproduce (whether by linking, framing or any other method), transfer, distribute, store, modify, decompile, disassemble, publicly display, or commercially exploit any part of the Minut Service except as necessary to display, download or print (without modification) for your own use.
- attempt to access unauthorized areas of the Minut Service.
- use the Minut Service for illegal activities.
- use the Minut Service in a way that could harm others.
- upload malicious code or content.
- attempt to overwhelm or crash our systems.
- hack, avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any security or technological measure used to protect, or included in, the Minut Service or any Minut Device.
- use, or allow the use of, any confidential information of Minut you have received (if any), regardless of its format, or Minut's trademarks or website information, product manuals and data sheets, directly or indirectly, to train, improve, fine-tune, develop, modify, or enhance any AI technology or model, or any system incorporating such technology.
- duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design or brand elements or concepts of the Minut Service or websites.

## Minut API

Commercial Use. Any commercial use of the Minut API is strictly prohibited without a separate signed written license agreement between us and you detailing the terms and

conditions of such commercial license use and payment to Minut for such license. If you wish to use the Minut API to develop applications for any commercial use (such as paid applications), please contact us.

**Non-Commercial Use.** We currently make the Minut API available on a case-by-case basis, in our sole discretion, for non-commercial “hobby” developer use. If you are a developer, you must send us a message (see <https://api.minut.com/latest/docs>) to request us to give you access to the Minut API, describing the purpose for which you wish to use the Minut API. If you are granted, or have been granted, access by us, your use of the Minut API is governed by these Terms and you are granted a limited, revocable and nontransferable license to use and make calls to the Minut API to develop your own applications that utilize or interact with the Minut API. Your applications are subject to the following additional restrictions:

- Your applications must be solely intended for your own personal use,
- Your applications must be developed solely for non-commercial uses and purposes,
- Your applications must conform to the description you gave us of your intended purpose for using the Minut API, and
- Your applications shall not substantially replicate products or services offered by Minut, including, without limitation, functions or clients on platforms (such as iOS or Android) where Minut offers its own client or function.

If we believe, in our sole discretion, that you have violated or attempted to violate any term, condition or the spirit of these Terms, the license afforded to you with respect to the Minut API may be temporarily or permanently revoked, with or without notice to you.

## Updates to the Minut Service

Minut may from time to time make available updates or enhancements to the Minut Service. Such updates or enhancements are deemed part of the Minut Service. You are solely responsible for downloading and installing any updates to the Minut Service and acknowledge that Minut will not be liable for any issues in the Minut Service arising from your failure to install any updates. Some functionalities or features of the Minut Service may not work or may become disabled in the event that you fail to install the updates.

## Third Party Features, Apps and Services

To increase your enjoyment of the Minut Service, we may provide links or references to third party websites, features, apps or services on our website, blogs, discussion forums, social media accounts or otherwise. You may also independently find third-party interfaces

between the Minut Service and the third-party service. These third-party features, apps or services might include, among other things, Zapier integrations. Please note that we have no control of such third-party websites, features, apps or services and do not assume any responsibility or liability for any damage or loss of any kind for or due to their content, functionality, or practices. If you decide to access these third-party websites, features, apps or services, you do so at your own risk. We suggest that before using these third-party websites, features, apps or services in connection with your Minut Service, you read their terms of service and privacy policies.

## Suggestions and Ideas

You may propose to us ideas and suggestions for modifications or improvements to all or any part of the Minut Service. By choosing to disclose such idea or suggestion to us, you hereby agree that:

1. your submissions and their contents along with related intellectual property rights will automatically become the property of Minut, without any compensation to you;
2. we may use or redistribute the submissions and their contents for any purpose and in any way on an unrestricted basis;
3. there is no obligation for us to review the submissions; and
4. there is no obligation to keep any submissions confidential.

## Use of Artificial Intelligence (AI) by Minut

The Minut Service has partly been developed with machine learning and other AI technologies in various ways, including but not limited to:

- training the Minut Device to detect certain events, such as cigarette smoke or specific types of noise, and
- providing customer support through an AI-powered chatbot on our website and in the Minut Apps.

We may introduce additional AI-powered features in the future, such as messaging, voice assist, or tools that assist you in analyzing your property data or making recommendations.

Please be aware that AI and machine learning models are probabilistic systems. This means that the results and responses they generate are predictions based on patterns in the data used to train them. As such, the results and responses may occasionally be inaccurate or incomplete — commonly referred to as “hallucinations” in the context of AI.

You should always evaluate any AI-generated results and responses for accuracy and suitability for your specific use case. You acknowledge and agree that the AI results and responses of the Minut Service are provided "as-is," and may not always be reliable, accurate, or appropriate for your particular needs.

## WARRANTY DISCLAIMER

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF MINUT SERVICE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.

EXCEPT FOR THE LIMITED WARRANTY FOR THE MINUT DEVICE SET FORTH BELOW, THE MINUT SERVICE IS PROVIDED BY US AND OUR AFFILIATES "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS. NEITHER WE NOR OUR PARTNERS, SUPPLIERS, OR AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE MINUT SERVICE (INCLUDING THE MINUT DEVICE), ITS CONTENTS, ITS ACCURACY, ITS SECURITY, OR ANY INFORMATION OR FEATURES MADE AVAILABLE BY OR THROUGH THE MINUT SERVICE. IN ADDITION, WE AND OUR PARTNERS, SUPPLIERS AND AFFILIATES DISCLAIM ALL WARRANTIES WITH RESPECT TO THE MINUT SERVICE (INCLUDING THE MINUT DEVICE), EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SATISFACTORY QUALITY AND/OR ACCURACY.

FURTHERMORE, WE DO NOT WARRANT THAT YOUR USE OF THE MINUT SERVICE (INCLUDING THE MINUT DEVICE) WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE MINUT SERVICE WILL BE UNINTERRUPTED, AVAILABLE AT ANY TIME OR FROM ANY PARTICULAR LOCATION, SECURE FROM UNAUTHORIZED ACCESS OR HARMFUL VIRUSES, OR FREE FROM ERROR OR ERRANT MESSAGES.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MINUT OR A MINUT AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

### Limited Warranty for Hardware (the Minut Device) Only

We warrant to only the original end user of the Minut Device that, when properly installed and operated, if the Minut Device fails due to defects in material and workmanship within one (1) year from the date of purchase, we will repair or replace at no charge to you any components of the Minut Device that fail the limited warranty provided.

You shall be responsible for any related transportation charges. Replacement products may be new or refurbished at our discretion. If your mandatory local law in effect at the time of purchase requires a warranty period longer than one (1) year, this warranty shall be extended to the extent required by such law. To the extent that any implied warranties cannot be disclaimed under applicable law, any such required implied warranty is limited to the maximum extent permitted by such laws. In the USA, any implied warranty that we cannot disclaim under law is limited to duration of the express warranty (or a lesser period if permitted by such law).

This limited warranty does not apply to:

- normal wear and tear, including scratches and dents;
- consumable parts, such as batteries and protective coatings, included in the Minut Device;
- damage resulting from your failure to install or use the Minut Device in accordance with these Terms, the instructions accompanying the Minut Device or available at our Website (including the Minut User Manual and FAQ);
- damage resulting from an accident, flood, fire, misuse, abuse, or acts of god such as earthquakes and other natural disasters;
- damage resulting from service performed, or damage resulting from tampering or alterations to the Minut Device, by anyone not authorized by us;
- use of the Minut Device with any application or software other than the Minut Software;
- inadequate connectivity of the Minut Device to the Internet;
- non-residential use of the Minut Device; or
- outdoor use of the Minut Device if the device model is not expressly intended for residential outdoor use.

You acknowledge that the Minut Service and the Minut Device is only intended for normal residential use and not intended or suitable for use in environments where the failure or time delays of, or errors or inaccuracies in, the content, data or information provided by the Minut Service could lead to death, personal injury, or severe physical or environmental damage.

We retain the exclusive right to repair or replace the Minut Device, or offer a full refund, at our sole discretion. To the maximum extent permitted by applicable law, such remedy shall be your sole and exclusive remedy for any breach of warranty.

## Limitation of Liability

**IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, COLLATERAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOST PROFITS, LOST DATA, UNAUTHORIZED ACCESS TO OUR SERVERS OR YOUR PERSONAL INFORMATION, INACCURACIES, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BURGLARY, FIRE, PROPERTY DAMAGE, PERSONAL INJURY OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE MINUT SERVICE, WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**OUR AGGREGATE LIABILITY, ARISING FROM OR RELATING TO THE MINUT SERVICE (REGARDLESS OF THE FORM OF ACTION OR CLAIM, E.G. CONTRACT, WARRANTY, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL THEORY) IS LIMITED TO U.S. \$100. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose. In some locations applicable mandatory law may not allow certain of the limitations described above, in which case such limitations will apply to the maximum extent allowed by such applicable law.**

If you reside in California, you waive California civil code §1542, which states: a general release does not extend to claims the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release.

**Important Disclaimer: The Minut Service (including the Minut Device) is not a smoke or fire alarm and it DOES NOT conform to the regulatory requirements mandated for fire or smoke alarms, such as UL 217 or any other regulatory requirement. Therefore, we disclaim all liability to you or any third party resulting from fire or smoke damage. To properly protect your home or other residential property, please purchase and install fire and/or smoke alarms that comply with regulatory requirements.**

## **Indemnity**

You agree to defend, indemnify and hold us and our partners, affiliates, service providers, licensors, officers, directors, employees and agents harmless from and against any claims, actions or demands, including but not limited to reasonable legal and accounting fees, alleging or resulting from: (a) your violation of these Terms; or (b) your violation of our intellectual property rights, any third party rights or any applicable law when using the Minut Service.

## Local Law and Export Control

In relation to your purchase and use of the Minut Service, you agree to comply with the laws of your local jurisdiction as well as with any export restrictions of the United States and your local jurisdiction on exporting products or information.

You represent and warrant that (i) you are not located in a country that is subject to an EU or U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any EU or U.S. Government list of prohibited, sanctioned or restricted parties.

## Notice to US Government Users

The Minut Service (and the software included therein) and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to 48 C.F.R. Section 227.7202 and 48 C.F.R. Section 12.212, as applicable. Consistent with those regulations, the commercial computer software and commercial computer software documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to these Terms.

## Termination

You may discontinue your use of the Minut Service at any time by notifying us by e-mail that you wish to terminate your account. See the Subscription Terms for details on refunds and returns. After we have terminated your account, you will no longer have access to any of your data. We also reserve the right to delete your account and data if your account has been inactive for a period of more than two (2) years.

Violation by you of any of these Terms gives us sole discretion to suspend, refuse or terminate your access to the Minut Service effective immediately. In such an event, you are required to immediately destroy any copies you have made of any portion of the Minut Service. We may also suspend, refuse, or terminate your access to the Minut Service, in our sole discretion, if we suspect you are using the Minut Service for illegal or abusive purposes, if we suspect you are under 18 years old, if your Minut Service has not been paid as agreed or if you use the Minut Service in violation of the terms or usage restrictions of your subscription plan.

We may change, discontinue, terminate or modify, in whole or in part with respect to specific functions or features, the Minut Service at any time without notice. You acknowledge that we

are not liable to you or to any third party for any such action.

## For iPhone, iPad and Other Apple Device Users

If you have downloaded the Minut Mobile App on your iPhone, iPad or any other Apple device, you will also be subject to Apple Inc.'s Terms of Use (available on Apple Inc. website). Apple Inc. also requires that we notify you of certain additional terms in our Terms of Service. This section applies only if you have downloaded the Minut Mobile App on your iPhone, iPad or other Apple device. You acknowledge and agree that:

- these Terms are concluded between you and us only, and not Apple Inc. nor its subsidiaries (hereinafter –“Apple”),
- Apple is not responsible for the Minut Mobile App and the content thereof;
- Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Minut Mobile App,
- in the event of any failure of the Minut Mobile App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) for the Minut Mobile App to you,
- to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Minut Mobile App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any applicable warranty,
- Apple is not responsible for addressing any of your claims or those of any third party relating to the Minut Mobile App or your possession and/or use of the Minut Mobile App, including, but not limited to: (i) product liability claims; (ii) any claim that the Minut Mobile App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation,
- Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that the Minut Mobile App or your possession and use of the Minut Mobile App infringes that third party's intellectual property rights, and
- Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

## Governing Law

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms or your purchase of any element of the Minut Service.

Except as set forth in the Dispute Resolution and Arbitration Provision, if you reside in the United States, these Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflicts of law of any jurisdiction. If you reside in any other country, these Terms shall be governed by and construed in accordance with the laws of Sweden, without regard to the principles of conflicts of law of any jurisdiction.

## Dispute Resolution and Arbitration Provision

Both parties shall use their best efforts to settle by amicable negotiations any disputes which may occur between them arising out of or relating to these Terms; the existence, validity, termination, interpretation of any term hereof; disputes regarding your use of the Minut Service; and the relationship between the parties resulting from any of the foregoing (collectively, "Claims"). If you and Minut fail to reach an amicable settlement within 45 days, either party may elect to refer such Claims to binding arbitration on an individual basis.

If you reside in the USA, (A) the arbitration will be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1 *et seq.*, and held in accordance with the International Arbitration Rules of the American Arbitration Association ("AAA") (available at [https://www.adr.org/sites/default/files/ICDR\\_Rules\\_1.pdf](https://www.adr.org/sites/default/files/ICDR_Rules_1.pdf)), and the AAA's Supplementary Rules for Multiple Case Filings (available at [https://adr.org/sites/default/files/Supplementary\\_Rules\\_MultipleCase\\_Filings.pdf](https://adr.org/sites/default/files/Supplementary_Rules_MultipleCase_Filings.pdf)) in effect at the time of the arbitration (collectively, the "AAA Arbitration Rules"); (B) the AAA shall be the appointing authority and responsible for administering any arbitration hereunder in accordance with the AAA Arbitration Rules and the terms of this Dispute Resolution and Arbitration Provision; and (C) the place of arbitration shall be in San Francisco, California or, if you are a consumer, in San Francisco or another location reasonably convenient for both parties. If the AAA is unable to administer the arbitration, a court with jurisdiction shall appoint the administrator or arbitrator, who must agree to abide by the terms of this Dispute Resolution and Arbitration Provision.

Either you or Minut may elect arbitration of a Claim by initiating an arbitration proceeding in accordance with the AAA Arbitration Rules or by filing a motion to compel arbitration of a Claim filed in court. Solely for purposes of this Dispute Resolution and Arbitration Provision, "Minut," "we," "us," and "our" mean Minut, each of its subsidiaries, affiliates, successors and assigns, and any of its employees, officers, directors and agents, as well as any other person

or entity that you name along with the any of the foregoing as defendants in a single proceeding. The parties shall pay filing, administrative and arbitrator fees in accordance with the AAA Arbitration Rules. However, if you are a consumer and tell us in writing that you cannot afford to pay the fees charged by the AAA (or other arbitration organization) and that you were unable to obtain a waiver of fees, and if your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the AAA (or other arbitration organization) and/or arbitrator. The parties shall bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Dispute Resolution and Arbitration Provision or the AAA Arbitration Rules. *If the arbitrator determines that any party's Claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party.*

The arbitration shall be conducted by a single neutral arbitrator who shall be a professional, legal or otherwise, but shall not be, or have previously been associated with either party (the "Arbitrator"). The arbitral award shall be final, binding and non-appealable. The Arbitrator's award must be reasoned and issued in writing within thirty (30) days of the hearing, unless otherwise agreed to by Minut and you. Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.

**JURY TRIAL WAIVER: IF A CLAIM IS ARBITRATED, YOU AND MINUT WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JUDGE OR JURY DECIDE THE CLAIM.**

**CLASS ACTION WAIVER : IF A CLAIM IS ARBITRATED, NEITHER YOU NOR MINUT WILL HAVE THE RIGHT TO: (1) PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; OR (2) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION. ALSO, ABSENT THE WRITTEN CONSENT OF ALL PARTIES, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO JOIN OR CONSOLIDATE A CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY.** An arbitration award shall determine the rights and obligations of the named parties only, and only with respect to the claim(s) in arbitration. No arbitration administrator or arbitrator shall have the power or authority to waive or modify this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable.

Claims are subject to arbitration even if they arise out of or relate to actions, omissions, transactions, facts, or conduct that occurred prior to these Terms. However, this Dispute

Resolution and Arbitration Provision will not apply to any Claim that was already pending in court before this Dispute Resolution and Arbitration Provision took effect. If there is a conflict between this Dispute Resolution and Arbitration Provision, on the one hand, and the applicable AAA Arbitration Rules or other sections of these Terms, on the other hand, this Dispute Resolution and Arbitration Provision will govern. If any part of this Dispute Resolution and Arbitration Provision is found to be invalid or unenforceable, then that specific part shall be severed, and the rest of this Dispute Resolution and Arbitration Provision will continue in full force and effect, except that: (A) the entire Dispute Resolution and Arbitration Provision (other than this sentence) shall be null and void with respect to any Claim asserted on a class, representative or multiple-party basis that does not seek public injunctive relief if the Class Action Waiver is held to be invalid with respect to such Claim and that determination becomes final after all appeals have been exhausted ; and (B) if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver or other terms of this Dispute Resolution and Arbitration Provision, and that determination becomes final after all appeals have been exhausted, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded. In no event will a Claim for class or public injunctive relief be arbitrated. This Dispute Resolution and Arbitration provision shall survive any termination, suspension or expiration of these Terms or your use of the Minut Service, any breach or default, any termination or suspension of the Minut Service, and any bankruptcy.

If you reside in any other country or territory than the USA, any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Malmö, Sweden. The language of the arbitral proceedings shall be English.

Notwithstanding the previous section, if you are a consumer residing in any other country or territory than the USA, any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be exclusively settled by the Swedish courts, with the District Court of Malmö (Sw. Malmö tingsrätt) as the court of first instance. If you reside in the European Union, Norway, Iceland or Liechtenstein, you may also report your matter on the online platform of the EU Commission: <http://ec.europa.eu/odr>, where you can also find further information about alternative dispute resolution in business-to-consumer relationships.

Notwithstanding all of the foregoing, in recognition of the irreparable harm that a breach by you of our intellectual property rights would cause, we may seek an injunction against such

violation or breach in a court of competent jurisdiction. We may also seek relief in court for any claim or cause of action against you seeking emergency injunctive relief based on exigent circumstances, such as imminent danger, commission of a crime, hacking, or cyber-attack.

Any amendments to this Dispute Resolution and Arbitration Provision will not apply prospectively if they have a material adverse impact on your rights and you were not give the right to reject the amendment or modification

General

Except as set forth in the Dispute Resolution and Arbitration Provision above, if for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of these Terms shall continue in full force and effect.

English language shall govern all documents, notices, and interpretations of these Terms. Sections titled Precautions, Suggestions and Ideas, Indemnity, Warranty Disclaimer, Limitation of Liability, Governing Law, Dispute Resolution and Arbitration Provision and General shall survive and remain in effect after your license or access to use the Minut Service has terminated for any or no reason.

Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. These Terms and the Privacy Policy constitute the entire agreement between you and us with respect to the subject matter herein and supersede any and all prior or contemporaneous oral or written agreements. You may not assign this agreement to any other party and any attempt to do so is void.

| Products   | Resources | Company       |
|------------|-----------|---------------|
| M3 Sensor  | Pricing   | About Minut   |
| Water Leak | Blog      | Press & media |
| Sensor     | Partners  | Careers       |

Sign up to our  
monthly newsletter

Wired  
Mounting  
Kit  
Cellular  
Gateway  
Tasks  
(Beta)

Features

Noise  
monitoring  
Crowd  
detect  
Home  
Alarm  
Smoking  
detection  
Indoor  
climate  
Call Assist  
API

Solutions

Hosts  
Vacation  
rental  
managers  
Aparthotels  
& Hotels  
Student  
housing  
Multifamily

Webinars  
Success  
stories  
Savings  
calculator  
Developer  
documentation  
Integrations  
Affiliate  
program  
Refer a friend  
For guests

Legal

Terms of  
service  
Privacy policy  
Accessibility  
statement  
Legal

Contact &  
Support

Help center  
FAQ  
hello@minut.com  
Book a demo

and stay one step ahead with the latest  
insights

Email address

Country ▾

☐

I'm not a robot

reCAPTCHA

Submit

 Language ▾





# Exhibit 9

# Concord sensor-data export – contents & structure

This archive contains an export of Minut sensor readings and events for every device on the account of user ``664cd0bef53da3be150bc59d``, covering each device from its installation date through **2026-06-22**.

- **Devices:** 345
- **Homes (apartments):** 299, across buildings: Crutchfield (105), Kennedy (82), Jennings (40), Parmenter (25), Boucher (16), Pitman (11), Ceriello (8), Thompson Sq (6), plus a few others.
- **Install dates range:** 2024-06-14 → 2026-05-04 (per device).
- **Uncompressed size:** ~74 GB, 213,026 CSV files.
- **Source:** read directly from the production database (``becore_production``, Aurora MySQL), reader endpoint, eu-west-1. Raw stored readings – not down-sampled.

## Scope: app-visible information only

By request, this export is limited to the information surfaced in the Minut app.

**Included sensor streams:** temperature, humidity, sound level, battery, occupancy (crowd detection), motion (passive infrared), and mould risk – **plus all events** (per-device and per-home).

**Excluded** (recorded by the platform but not in the app, omitted to reduce size): ambient light, VOC/air-quality (``tvoc_ppb``), particulate matter (PM1/PM10/PM2.5), accelerometer X/Y/Z, magnetic flux, internal/board sensors (``part``), battery temperature/charging current, wifi signal, smoke-alarm detection, and carbon monoxide. Note: cigarette **smoking detection is still present** – it appears in the events, even though the underlying raw VOC trace is excluded.

## Folder structure

```
DATA_README.md
data/
  <home_name>/
    <device_name>_<device_id>/
      <home>__<device>__YYYY-MM-DD.csv      # SENSOR READINGS, one file per calendar day
      events/
        <home>__<device>__events__YYYY-MM-DD.csv  # DEVICE EVENTS, one file per day
      events/
        <home>__<device>__events__YYYY-MM-DD.csv  # DEVICE EVENTS, one file per day
  | _home_events/
    <home>__home_events__YYYY-MM-DD.csv      # home-level events (shared by the home's devices)
  ...
```

- File and folder names use the **home name** and **date** the data belongs to.
- Names are slugified for the filesystem (spaces/punctuation → ``_``); the exact original names are also inside every row (``home_name``, ``device_name``).
- A day with no data produces no file (device offline / not reporting that day).

## File formats

### 1. Sensor readings – ``<home>__<device>__YYYY-MM-DD.csv``

One row per reading. Columns:

| column                         | meaning                                                                            |
|--------------------------------|------------------------------------------------------------------------------------|
| <code>`timestamp_utc`</code>   | reading time in UTC ( <code>`YYYY-MM-DDTHH:MM:SSZ`</code> ) – <b>authoritative</b> |
| <code>`timestamp_local`</code> | reading time in the device's local <u>timezone</u> (ISO 8601 w/ offset)            |
| <code>`local_date`</code>      | local calendar date (matches the filename)                                         |
| <code>`epoch_seconds`</code>   | Unix timestamp (seconds, UTC)                                                      |
| <code>`home_id`</code>         | <u>Minut</u> home id (Mongo <u>ObjectId</u> )                                      |
| <code>`home_name`</code>       | apartment name, e.g. <code>`Kennedy 411`</code>                                    |
| <code>`device_id`</code>       | <u>Minut</u> device id (Mongo <u>ObjectId</u> )                                    |
| <code>`device_name`</code>     | device name, e.g. <code>`Living room`</code>                                       |
| <code>`sensor`</code>          | sensor type (see below)                                                            |

|         |                                     |
|---------|-------------------------------------|
| `unit`  | unit of the value, where applicable |
| `value` | the reading                         |

Sensor types and units present in these files:

|                    |                                   |                    |
|--------------------|-----------------------------------|--------------------|
| `sensor`           | meaning                           | `unit`             |
| `temperature`      | temperature                       | `celsius`          |
| `humidity`         | relative humidity                 | `% rH`             |
| `sound_level`      | sound level (A-weighted)          | dBa (unit blank)   |
| `battery`          | battery voltage                   | volts (unit blank) |
| `occupancy`        | estimated occupancy / crowd level | count (unit blank) |
| `passive_infrared` | motion (PIR) signal               | unit blank         |
| `mould_risk`       | mould risk index                  | `mould_index`      |

Rows are sorted by time, then sensor. (Motion is also represented as discrete events – see device events, `event\_type` 19.)

## 2. Device events – `events/<home>\_\_<device>\_\_events\_\_YYYY-MM-DD.csv`

One row per device event. Columns: `recorded\_at\_utc`, `recorded\_at\_local`, `local\_date`, `recorded\_at\_epoch\_ms`, `received\_at\_utc`, `received\_at\_epoch\_ms`, `event\_type`, `event\_value`, `fw\_version`, `hw\_version`, `home\_id`, `home\_name`, `device\_id`, `device\_name`.

> Note: device-event timestamps are in **milliseconds** (`recorded\_at` = when the event occurred on the device; `received\_at` = when the backend received it).

`event\_type` is Minut's numeric device-protocol code:

| code | event                                   | code | event                            |
|------|-----------------------------------------|------|----------------------------------|
| 0    | device power on                         | 13   | glass break                      |
| 1    | sensor threshold crossed (greater-than) | 14   | rapid temperature rise           |
| 2    | sensor threshold crossed (less-than)    | 15   | wifi reconfigured                |
| 3    | button pressed                          | 16   | charger connected                |
| 4    | OTA succeeded                           | 17   | charger disconnected             |
| 5    | OTA failed                              | 18   | battery charging complete        |
| 6    | MCU watchdog reset                      | 19   | <b>motion (passive infrared)</b> |
| 7    | battery low                             | 20   | device power off                 |
| 8    | network down                            | 21   | pressure change                  |
| 9    | alarm heard                             | 22   | tamper (mounted)                 |
| 10   | wifi watchdog reset                     | 23   | tamper (removed)                 |
| 11   | tamper                                  | 24   | sound of interest                |
| 12   | activity (unused)                       | 25   | BLE scan                         |

(`event\_value` semantics depend on the event type, e.g. for power-off it encodes the reason.)

### 3. Home events – ``_home_events/<home>__home_events__YYYY-MM-DD.csv``

Home-level events (e.g. noise/disturbance and crowd alerts). One row per event.  
Columns: ``event_time_utc``, ``event_time_local``, ``local_date``, ``epoch_seconds``,  
``home_id``, ``home_name``, ``organization_id``, ``event_type``, ``event_version``,  
``metadata_json``. ``event_time`` is in **seconds**; ``metadata_json`` holds the  
event's structured detail.

#### Important notes & caveats

- **Timezone / ``local_date``:** 341 of the 345 devices had no `timezone` set in the platform, so for those devices ``local_date``, ``timestamp_local``, and the daily file boundaries default to **UTC**. (Only 4 devices carry ``America/New_York``.) The complex is in the US Eastern `timezone`, so for true local time/date use ``timestamp_utc`` / ``epoch_seconds`` (authoritative in every row) and convert to Eastern (UTC-5 EST / UTC-4 EDT). The UTC values are exact and complete; only the *labelling* of the local day differs for those devices.
  - **Garbage timestamps removed:** readings/events with timestamps before 2014-01-01 (device clock resets to 1970, etc.) were excluded.
  - **Completeness:** covers devices currently associated with the account (active + inactive). Data goes back as far as the platform retains it, starting at each device's first-seen (install) date.
  - **Recency:** read from the database reader endpoint; the most recent hours of data may lag slightly if not yet replicated at export time.
- > This dataset contains personal/occupancy-related information about residents.  
> Handle as sensitive personal data.

# Exhibit 10

**From:** Minut <noreply@minut.com>  
**Sent:** Friday, January 16, 2026 3:06 AM  
**To:** Julie Palmeri  
**Subject:** Kennedy 311: It's been noisy for 10 minutes

**MÎNUT**



### It's been noisy for 10 minutes

Noise level has been above the set threshold of 80 dB for 10 minutes and is now 83 dB. You will be updated if it's noisy or quiet again at 03:15.

Here are the details:

### Kennedy 311

Organization: Concord Housing + Redevelopment

Device: Living room

You can view and manage your units in our web and mobile apps.

[View unit](#)

**Questions?** Check out our [Help Center](#).



Minut, Baltzarsgatan 23, Malmö, Skåne 211 36, Sweden

**Manage your Minut account notifications**

**From:** Minut <noreply@minut.com>  
**Sent:** Friday, January 16, 2026 3:16 AM  
**To:** Julie Palmeri  
**Subject:** Kennedy 311: It's quiet

**MÎNUT**



### It's quiet

Noise levels are below the set threshold of 80 dB. If it becomes noisy again, you will receive a new noise event.

You can view and manage your units in our web and mobile apps.

[View unit](#)

### Download an incident report

Document noise levels and communication for a claim or noise complaint.

[Create report.](#)

**Questions?** Check out our [Help Center](#).



Minut, Baltzarsgatan 23, Malmö, Skåne 211 36, Sweden

**Manage your Minut account notifications**

# Exhibit 11

**From:** Julie Palmeri  
**Sent:** Friday, June 14, 2024 7:30 AM  
**To:** Jason Johnston  
**Cc:** Tom Buckman  
**Subject:** FW: Confirming our Minut activation call!

Can you please find out the wifi name and password for each site? We will need this for the smoking monitors.

Also, can you please bring me one fully charged device so I can use it for my call today at 10:30?

Thanks,



***Julie Palmeri***  
Executive Director  
23 Green Street  
Concord, NH  
03301  
Tel: 603-224-4059  
Fax: 603-250-0912

---

**From:** Marianne Martinez <marianne.martinez@minut.com>  
**Sent:** Thursday, June 13, 2024 4:54 PM  
**To:** Julie Palmeri <jpalmeri@concordhousing.org>  
**Subject:** Re: Confirming our Minut activation call!

Great, please ensure one device is fully charged and you have access to Wi-Fi for the call.

Thanks!



**Marianne L. Martinez**  
Customer Success Manager

Email: [marianne.martinez@minut.com](mailto:marianne.martinez@minut.com)  
Web: [www.minut.com](http://www.minut.com)  
English | Español



On Thu, Jun 13, 2024 at 9:37 PM Julie Palmeri <[jpalmeri@concordhousing.org](mailto:jpalmeri@concordhousing.org)> wrote:

Sounds good, thanks!



***Julie Palmeri***

Executive Director

23 Green Street

Concord, NH

03301

Tel: 603-224-4059

Fax: 603-250-0912

---

**From:** Marianne Martinez <[marianne.martinez@minut.com](mailto:marianne.martinez@minut.com)>

**Sent:** Thursday, June 13, 2024 3:37 PM

**To:** Julie Palmeri <[jpalmeri@concordhousing.org](mailto:jpalmeri@concordhousing.org)>

**Cc:** Jason Trainer <[jason.trainer@minut.com](mailto:jason.trainer@minut.com)>

**Subject:** Re: Confirming our Minut activation call!

Perfect! I have sent an invite for tomorrow with a call with Jason. Please let me know if that time works for you and if you have any questions in the meantime. I'll cc [@Jason Trainer](#) here as well.

Enjoy the rest of your evening,



## Marianne L. Martinez

Customer Success Manager

Email: [marianne.martinez@minut.com](mailto:marianne.martinez@minut.com)

Web: [www.minut.com](http://www.minut.com)

English | Español



On Thu, Jun 13, 2024 at 8:35 PM Julie Palmeri <[jpalmeri@concordhousing.org](mailto:jpalmeri@concordhousing.org)> wrote:

Tomorrow is great. Send an invite over for whatever time works best for you.

Thanks,



### ***Julie Palmeri***

Executive Director

23 Green Street

Concord, NH

03301

Tel: 603-224-4059

Fax: 603-250-0912

---

**From:** Marianne Martinez <[marianne.martinez@minut.com](mailto:marianne.martinez@minut.com)>  
**Sent:** Thursday, June 13, 2024 2:32 PM  
**To:** Julie Palmeri <[jpalmeri@concordhousing.org](mailto:jpalmeri@concordhousing.org)>  
**Subject:** Re: Confirming our Minut activation call!

Hi Julie

We'll need to set up an activation call, will help you go over all the details and activate your first device. All homes will be ready on the portal so this will be a quick call. Are you free tomorrow morning or Monday? I can set up the call for you and go over all the details.



**Marianne L. Martinez**

Customer Success Manager

**Email:** [marianne.martinez@minut.com](mailto:marianne.martinez@minut.com)

**Web:** [www.minut.com](http://www.minut.com)

**English | Español**



On Thu, Jun 13, 2024 at 8:28 PM Julie Palmeri <[jpalmeri@concordhousing.org](mailto:jpalmeri@concordhousing.org)> wrote:

Marianne,

We have a contractor coming next week to install the detectors in our units. I'm concerned because we don't have the portal set up yet. What information do we need to keep so we can make sure we know what detector is in what unit after the fact?



***Julie Palmeri***

Executive Director

23 Green Street

Concord, NH

03301

Tel: 603-224-4059

Fax: 603-250-0912

---

**From:** Julie Palmeri  
**Sent:** Wednesday, June 12, 2024 9:20 AM  
**To:** Marianne Martinez <[marianne.martinez@minut.com](mailto:marianne.martinez@minut.com)>  
**Subject:** RE: Confirming our Minut activation call!

They can't afford to add them to the third party homes, so we will just leave these as extras for now. Thank you,



***Julie Palmeri***

Executive Director

23 Green Street

Concord, NH

03301

Tel: 603-224-4059

Fax: 603-250-0912

---

**From:** Marianne Martinez <[marianne.martinez@minut.com](mailto:marianne.martinez@minut.com)>

**Sent:** Wednesday, June 12, 2024 7:24 AM

**To:** Julie Palmeri <[jpalmeri@concordhousing.org](mailto:jpalmeri@concordhousing.org)>

**Subject:** Re: Confirming our Minut activation call!

Hi Julie,

Okay no problem, I'll add the existing homes from the spreadsheet in the meantime and we can set up an activation call after.



**Marianne L. Martinez**

Customer Success Manager

**Email:** [marianne.martinez@minut.com](mailto:marianne.martinez@minut.com)

**Web:** [www.minut.com](http://www.minut.com)

**English | Español**



On Tue, Jun 11, 2024 at 4:34 PM Julie Palmeri <[jpalmeri@concordhousing.org](mailto:jpalmeri@concordhousing.org)> wrote:

I have not heard anything yet.

Get [Outlook for iOS](#)

---

**From:** Marianne Martinez <[marianne.martinez@minut.com](mailto:marianne.martinez@minut.com)>  
**Sent:** Tuesday, June 11, 2024 6:39:54 AM  
**To:** Julie Palmeri <[jpalmeri@concordhousing.org](mailto:jpalmeri@concordhousing.org)>  
**Subject:** Re: Confirming our Minut activation call!

Hi Julie

I hope you're doing well. I'm just checking in to see if you've received confirmation about adding the sensors to the third-party homes.



**Marianne L. Martinez**

Customer Success Manager

**Email:** [marianne.martinez@minut.com](mailto:marianne.martinez@minut.com)

**Web:** [www.minut.com](http://www.minut.com)

**English | Español**



On Thu, May 30, 2024 at 2:41 PM Julie Palmeri <[jpalmeri@concordhousing.org](mailto:jpalmeri@concordhousing.org)> wrote:

Hi Marianne,

Those units are some that we third party manage. Let me check with the owner and see if they want these detectors.

I'll be in touch shortly.



***Julie Palmeri***

Executive Director

23 Green Street

Concord, NH

03301

Tel: 603-224-4059

Fax: 603-250-0912

---

**From:** Marianne Martinez <[marianne.martinez@minut.com](mailto:marianne.martinez@minut.com)>

**Sent:** Wednesday, May 29, 2024 5:10 PM

**To:** Julie Palmeri <[jpalmeri@concordhousing.org](mailto:jpalmeri@concordhousing.org)>

**Cc:** Jason Trainer <[jason.trainer@minut.com](mailto:jason.trainer@minut.com)>

**Subject:** Re: Confirming our Minut activation call!

Hi Julie, noted. I was organizing the homes but before submitting the file, I noticed that your word document lists three home groups—Green Street, West Street, and Pleasant Street, totaling 15 homes that are not included in the spreadsheet. Will these units be added later?



## Marianne L. Martinez

Customer Success Manager

Email: [marianne.martinez@minut.com](mailto:marianne.martinez@minut.com)

Web: [www.minut.com](http://www.minut.com)

English | Español



On Wed, May 29, 2024 at 3:20 PM Julie Palmeri <[jpalmeri@concordhousing.org](mailto:jpalmeri@concordhousing.org)> wrote:

Jennings and Haller are both the same. Sorry for any confusion.



### ***Julie Palmeri***

Executive Director

23 Green Street

Concord, NH

03301

Tel: 603-224-4059

Fax: 603-250-0912

**From:** Marianne Martinez <[marianne.martinez@minut.com](mailto:marianne.martinez@minut.com)>  
**Sent:** Tuesday, May 28, 2024 12:19 PM  
**To:** Julie Palmeri <[jpalmeri@concordhousing.org](mailto:jpalmeri@concordhousing.org)>  
**Cc:** Jason Trainer <[jason.trainer@minut.com](mailto:jason.trainer@minut.com)>  
**Subject:** Re: Confirming our Minut activation call!

Hi Julie

Thank you for your response. Just to confirm, the list below will represent the Home Groups. Additionally, I noticed "Jennings Building 1 to 11" on the spreadsheet. Could you specify which Home Group these buildings should be assigned to? Currently, there is no Jennings Building listed in the groups of homes below.

- John F. Kennedy Apartments
- Boucher Apartments
- Haller Apartments
- Crutchfield Building
- Ceriello Apartments
- Parmenter Place
- Pitman Place
- Thompson Square
- Lee Ave
- Wall Street
- Green Street
- West Street
- Pleasant Street



**Marianne L. Martinez**

Customer Success Manager

**Email:** [marianne.martinez@minut.com](mailto:marianne.martinez@minut.com)

**Web:** [www.minut.com](http://www.minut.com)

**English | Español**



On Fri, May 24, 2024 at 12:07 PM Julie Palmeri <[jpalmeri@concordhousing.org](mailto:jpalmeri@concordhousing.org)> wrote:

Sure, that works! I wasn't exactly sure.



***Julie Palmeri***

Executive Director

23 Green Street

Concord, NH

03301

Tel: 603-224-4059

Fax: 603-250-0912

---

**From:** Marianne Martinez <[marianne.martinez@minut.com](mailto:marianne.martinez@minut.com)>

**Sent:** Friday, May 24, 2024 11:18 AM

**To:** Julie Palmeri <[jpalmeri@concordhousing.org](mailto:jpalmeri@concordhousing.org)>

**Cc:** Jason Trainer <[jason.trainer@minut.com](mailto:jason.trainer@minut.com)>

**Subject:** Re: Confirming our Minut activation call!

Hi Julie,

Thank you for the information. After reviewing the document, I have a few questions. The document lists homes grouped and categories. Could you confirm whether the names listed below are intended to be the home groups? For instance, your spreadsheet includes Jennings Building 1 to 11, and I'd like to clarify how these buildings should be grouped. The reason I ask is because most of our customers use our "Home Groups" as a way to split properties up based on who should receive notifications for the properties. If your staff are split between apartment communities, you may prefer to have a Home Group for each property. If your staff are split between property types (public housing, tax credit properties, affordable housing for people with disabilities, etc...) you may actually want to make those the Home Groups.

Perhaps the best Home Groups would either be these from your list:

- John F. Kennedy Apartments
- Boucher Apartments
- Haller Apartments
- Crutchfield Building
- Ceriello Apartments
- Parmenter Place
- Pitman Place
- Thompson Square
- Lee Ave
- Wall Street
- Green Street
- West Street
- Pleasant Street

Or perhaps the Home Groups should be these?

Public Housing Properties

Tax Credit Properties

Affordable Housing for People with Disabilities

Market Rentals

Managed Properties

Please let us know your thoughts,



**Marianne L. Martinez**

Customer Success Manager

Email: [marianne.martinez@minut.com](mailto:marianne.martinez@minut.com)

Web: [www.minut.com](http://www.minut.com)

English | Español



On Thu, May 23, 2024 at 8:07 PM Julie Palmeri <[jpalmeri@concordhousing.org](mailto:jpalmeri@concordhousing.org)> wrote:

Here's the spreadsheet. Do any units need more than one sensor? If so, I should probably let you know that info as well.



***Julie Palmeri***

Executive Director

23 Green Street

Concord, NH

03301

Tel: 603-224-4059

Fax: 603-250-0912

---

**From:** Jason Trainer <[jason.trainer@minut.com](mailto:jason.trainer@minut.com)>  
**Sent:** Wednesday, May 22, 2024 10:42 AM  
**To:** Julie Palmeri <[jpalmeri@concordhousing.org](mailto:jpalmeri@concordhousing.org)>  
**Cc:** Marianne Martinez <[marianne.martinez@minut.com](mailto:marianne.martinez@minut.com)>  
**Subject:** Re: Confirming our Minut activation call!

Hi Julie,

Attached is the attached spreadsheet template as discussed

Please let me know if you have any questions

Many Thanks

Jason



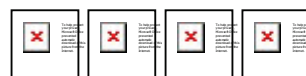
## Jason Trainer

Head of Customer Success

Email: [jason.trainer@minut.com](mailto:jason.trainer@minut.com)

Web: [www.minut.com](http://www.minut.com)

Office: Minut Home Ltd,  
Runway East Bloomsbury, [24 -  
28 Bloomsbury Way, London,  
WC1A 2SN](#)



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On Tue, May 21, 2024 at 5:50 PM Julie Palmeri <[jpalmeri@concordhousing.org](mailto:jpalmeri@concordhousing.org)> wrote:

Done



***Julie Palmeri***

Executive Director

23 Green Street

Concord, NH

03301

Tel: 603-224-4059

Fax: 603-250-0912

---

**From:** Jason Trainer <[jason.trainer@minut.com](mailto:jason.trainer@minut.com)>  
**Sent:** Tuesday, May 21, 2024 12:48 PM  
**To:** Julie Palmeri <[jpalmieri@concordhousing.org](mailto:jpalmieri@concordhousing.org)>  
**Cc:** Marianne Martinez <[marianne.martinez@minut.com](mailto:marianne.martinez@minut.com)>  
**Subject:** Re: Confirming our Minut activation call!

Hi Julie,

If you could create an account [here](#) and let me know once done that would be great.

Jason



**Jason Trainer**

Head of Customer Success

Email: [jason.trainer@minut.com](mailto:jason.trainer@minut.com)

Web: [www.minut.com](http://www.minut.com)

Office: Minut Home Ltd,  
Runway East Bloomsbury, [24 -  
28 Bloomsbury Way, London,  
WC1A 2SN](#)



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On Tue, May 21, 2024 at 5:46 PM Julie Palmeri <[jpalmeri@concordhousing.org](mailto:jpalmeri@concordhousing.org)> wrote:

Jason, do we need to create an account? I would be the admin.



***Julie Palmeri***

Executive Director

23 Green Street

Concord, NH

03301

Tel: 603-224-4059

Fax: 603-250-0912

---

**From:** Jason Trainer <[jason.trainer@minut.com](mailto:jason.trainer@minut.com)>  
**Sent:** Tuesday, May 21, 2024 12:42 PM  
**To:** Julie Palmeri <[jpalmeri@concordhousing.org](mailto:jpalmeri@concordhousing.org)>  
**Cc:** Marianne Martinez <[marianne.martinez@minut.com](mailto:marianne.martinez@minut.com)>  
**Subject:** Re: Confirming our Minut activation call!

Hi Julie,

We will keep an eye on the delivery today although if they don't arrive in time we could have a quick sync to talk over how you would like your workspace configured. In our app you are able to create homegroups which essentially represent buildings or a subset of properties within your portfolio. Our team is also able to create users and properties in bulk - We could work on having this all set up in the meantime for you if preferred, I will need to share with you the CSV template. That way the activation call can simply be more targeted towards those that are installing the devices.

If you could also let me know which email address you would like to be set as the admin for the account I can have that setup in advance for you, we can then invite in other relevant users on the call. It could either be your personal email or a more generic company email.

I appreciate this may not need all attendees from your end so if i'm happy to edit the invitation.

Speak soon

Jason



**Jason Trainer**

Head of Customer Success

Email: [jason.trainer@minut.com](mailto:jason.trainer@minut.com)

Web: [www.minut.com](http://www.minut.com)

Office: Minut Home Ltd,  
Runway East Bloomsbury, [24 -  
28 Bloomsbury Way, London,  
WC1A 2SN](#)



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On Tue, May 21, 2024 at 4:39 PM Julie Palmeri <[jpalmeri@concordhousing.org](mailto:jpalmeri@concordhousing.org)> wrote:

Hi Jason,

As of this moment, we haven't received any sensors. Hopefully we receive them today, otherwise we may have to postpone tomorrow's training.

Thanks,



***Julie Palmeri***

Executive Director

23 Green Street

Concord, NH

03301

Tel: 603-224-4059

Fax: 603-250-0912

---

**From:** Reminder <[reminder@chilipiper.com](mailto:reminder@chilipiper.com)>

**Sent:** Monday, May 20, 2024 10:30 AM

**To:** Julie Palmeri <[jpalmeri@concordhousing.org](mailto:jpalmeri@concordhousing.org)>

**Cc:** Jason Johnston <[jjohnston@concordhousing.org](mailto:jjohnston@concordhousing.org)>; Heather Sargent <[hsargent@concordhousing.org](mailto:hsargent@concordhousing.org)>; [jason.trainer@minut.com](mailto:jason.trainer@minut.com) <[jason.trainer@minut.com](mailto:jason.trainer@minut.com)>; Tom Buckman <[tbuckman@concordhousing.org](mailto:tbuckman@concordhousing.org)>

**Subject:** Confirming our Minut activation call!

Hi Julie,

We're excited to meet you in 2 days for your Minut setup session!

**To make the most of our session, please ensure:**

1. You're logged into your account via the [Minut web app](#).
2. You've downloaded the Minut app on your mobile device from the [App Store](#) or [Google Play](#)
3. You have at least one Minut sensor charged and ready.

**What to expect:**

- **Effortless Setup:** We'll walk you through creating your first home and integrating your property management software (if applicable) for a streamlined experience.
- **Team Collaboration:** Learn how to invite relevant users to your Minut workspace.

- 
- **Customizable Control:** Discover how to personalize settings and configure notifications for your Minut devices to best suit your needs.
  - **Peace of Mind:** We'll discuss regulations regarding informing guests/tenants about Minut devices, so you can use it with confidence.

P.S. Need to reschedule? Use this link:

<https://minut.na.chilipiper.com/book/reschedule?rescheduleId=6647a197e24a0e57328a1c4d>

# Exhibit 12

**CONCORD HOUSING & REDEVELOPMENT**  
**Board of Commissioners**  
**Meeting Minutes**  
**May 2<sup>nd</sup>, 2024**

The Concord Housing & Redevelopment's Board of Commissioners met on May 2<sup>nd</sup>, 2024 at 23 Green Street, Concord, NH 03301.

- I.** The Chair called the meeting to order at 8:30am and asked for roll call. The response was as follows:

| <b>PRESENT</b>                      | <b>ABSENT</b> |
|-------------------------------------|---------------|
| Chairperson Jackie Watmough         |               |
| Vice Chair Peter Burger (Via Phone) |               |
| Commissioner Jim Fowler             |               |
| Commissioner Jerry Madden           |               |
| Commissioner Dana Adams             |               |

Also present at the meeting was Executive Director, Julie Palmeri, Director of Special Projects, Tom Buckman, Finance Director, Keri Pasek and Director of Administration, Heather Sargent.

- II.** The Chairperson called for a motion on the February 14<sup>th</sup>, 2024, meeting minutes. Commissioner Fowler moved the motion and Commissioner Madden seconded it. All were in favor and the motion passed unanimously.
- III.** The Chair called for a review of General Correspondence. There was none so the period was declared closed.
- IV.** The Chair then opened the floor for Public Comment. There was none, so the Public Comment period was declared closed.
- V.** The Chair then called attention to the Old Business portion of the agenda. Julie Palmeri reported:





**VI.** The Chair then called attention to the New Business portion of the agenda.







**Resolution #1416:** Purchase 329 rechargeable monitors for Public Housing units to detect smoking, excessive noise, and temperature to the lowest bidder in the amount of \$46,060. This includes the hardware and software monitoring for one year. Commissioner Fowler moved the motion. The Chair emphasized the need for a clear policy to be written before units are installed. Commissioner Madden confirmed that there is already Wi-Fi in the building for the units to operate. Ms. Palmeri noted that it will be approximately \$22,000 annually to continue the monitoring. After discussion, Commissioner Adams seconded the motion. All were in favor, so the motion passed unanimously.



The Chair asked about where to store minutes from Executive Sessions. Commissioner Madden stated that he had kept the minutes in his possession when he had been the Chair. The Chair stated that she would do the same.

There was no further New Business to be discussed, so the period was declared closed.

The Chair asked for a motion to adjourn. Commissioner Fowler moved the motion and Commissioner Adams seconded it. The motion to adjourn passed unanimously and the meeting was declared over at 9:55am.

\* The Vice Chair left the meeting at 9:15am.

**RESOLUTION #1416**

**RESOLUTION APPROVING the purchase of 329 Minut noise and temperature control monitors including cigarette, cigar, vape and marijuana smoking detection. Price includes first year monitoring service from Minut in the amount of \$46,060 (\$50 per sensor for material and \$7.50 monitoring fee per month per sensor).**

WHEREAS; it is the policy for the Board of Directors to review and approve all charges in excess of \$10,000.

THEREFORE, BE IT RESOLVED THAT the Board approves this expense.

# Exhibit 13

**From:** Julie Palmeri  
**Sent:** Thursday, May 30, 2024 8:46 AM  
**To:** Karen Jantzen; Mark Fagan  
**Subject:** Smoking detectors

Good morning,

CH+R is installing smoking detectors in all of our units. After researching multiple options, we decided to go with Minut:

[https://www.minut.com/solutions/hosts-and-owners?\\_gl=1\\*5qvo29\\*\\_up\\*MQ..\\*\\_ga\\*MTAzNzQ1MTU5MC4xNzE3MDcyOTQx\\*\\_ga\\_0GN7XFJHZQ\\*MTcxNzA3Mjk0MC4xLjAuMTcxNzA3Mjk0MC4wLjAuMjA3MDE4NzQ2OQ..&gclid=CjwKCAjwx-CyBhAqEiwAeOcTdXY8wKJEBqo10ORoMgu1jPbp2J38K4pu9-Dw1ay6m1Vwc2soXGCyPhoCaTUQAvD\\_BwE](https://www.minut.com/solutions/hosts-and-owners?_gl=1*5qvo29*_up*MQ..*_ga*MTAzNzQ1MTU5MC4xNzE3MDcyOTQx*_ga_0GN7XFJHZQ*MTcxNzA3Mjk0MC4xLjAuMTcxNzA3Mjk0MC4wLjAuMjA3MDE4NzQ2OQ..&gclid=CjwKCAjwx-CyBhAqEiwAeOcTdXY8wKJEBqo10ORoMgu1jPbp2J38K4pu9-Dw1ay6m1Vwc2soXGCyPhoCaTUQAvD_BwE)

These units detect all types of cigarette, vape, cigar etc smoke but do not alert to burned food or candles. They also detect noise levels that exceed our limits.

The price for these units is \$150 each plus \$96 per year for monitoring. We realize they're expensive but the cost to turn units that have been smoked in far exceeds this price.

Please let me know if you'd like to include these in your rental units.

Thank you,



***Julie Palmeri***  
Executive Director  
23 Green Street  
Concord, NH  
03301  
Tel: 603-224-4059  
Fax: 603-250-0912

# Exhibit 14

January 12, 2026

Dear tenants,

## Minut Monitoring System

- What:** These devices are sensors that measure and detect smoking, excessive noise levels and temperature inside your unit. It's camera-free and it doesn't record any sound or listen in to what you say or do. If smoking or excessive noise is detected inside your unit, it is reported to management. The monitor does not report smoke resulting from burning food, candles or the like. The monitor in your unit does not make a sound.
- Why:** By signing the lease, all tenants have agreed not to smoke inside the building and not to disturb the peaceful enjoyment of their neighbor's accommodations. The monitors will provide data that management can use to enforce these lease provisions.

### Consequences for Violations

- If management receives notification that smoking has been detected in your unit, you will be given a written warning specifying the date and time of the violation and a reminder about the Smoke Free policy. Repeat offenses will result in eviction action.
- If a report of excessive noise is received, management will notify the tenant in writing specifying the date and time of the violation. If further reports are received, the tenant will be asked to attend a pre-eviction meeting to discuss the issue. If noise violations continue and the tenant does not attend the pre-eviction meeting, eviction action will begin.
- Please do not touch, cover or remove the monitor. If the monitors are removed, management is notified. You will be charged \$30 for maintenance to reinstall the monitor. If you damage the monitor, you will be billed \$300 for replacement.
- With any adverse action communicated by management that you disagree with, you do have the right to request an informal grievance hearing. Please see the Grievance Hearing Policy for more information.

# Exhibit 15

November 14, 2024

Dear tenants,

## **Minut Monitoring System**

**What:** These devices are sensors that measure and detect smoking, excessive noise levels and temperature inside your unit. It's camera-free and it doesn't record any sound or listen in to what you say or do. If smoking or excessive noise is detected inside your unit, it is reported to management. The monitor does not report smoke resulting from burning food, candles or the like. The monitor in your unit does not make a sound.

**Why:** By signing the lease, all tenants have agreed not to smoke inside the building and not to disturb the peaceful enjoyment of their neighbor's accommodations. The monitors will provide data that management can use to enforce these lease provisions.

### **Consequences for Violations**

- If management receives notification that smoking has been detected in your unit, you will be given a written warning specifying the date and time of the violation and a reminder about the Smoke Free policy. Repeat offenses will result in eviction action.
- If a report of excessive noise is received, management will notify the tenant in writing specifying the date and time of the violation. If further reports are received, the tenant will be asked to attend a pre-eviction meeting to discuss the issue. If noise violations continue and the tenant does not attend the pre-eviction meeting, eviction action will begin.
- Please do not touch, cover or remove the monitor. If the monitors are removed, management is notified. You will be charged \$30 for maintenance

to reinstall the monitor. If you damage the monitor, you will be billed \$300 for replacement.

- With any adverse action communicated by management that you disagree with, you do have the right to request an informal grievance hearing. Please see the Grievance Hearing Policy for more information.

**MINUT MONITORING ADDENDUM TO CONCORD HOUSING  
+ REDEVELOPMENT RESIDENTIAL LEASE**

The following terms, conditions and rules are hereby incorporated into the Residential Dwelling Lease between Concord Housing Authority aka Concord Housing + Redevelopment and Mark J Lavalley residing at 15 Pitman Street Unit: 0601  
Concord, NH 03301 Phone: Email:

Each unit will have a minimum of one Minut monitor installed. These devices are sensors that measure and detect smoking, excessive noise levels and temperature inside your unit. It's camera-free and it doesn't record or listen to what you say or do. If smoking or excessive noise is detected inside your unit, it is reported to management. The monitor does not report smoke resulting from burning food, candles, etc. The monitor in your unit does not make a sound.

By signing the lease, all tenants have agreed not to smoke inside the building and not to disturb the peaceful enjoyment of their neighbor's accommodations. The monitors will provide data that management can use to enforce these lease provisions.

If management receives notification that smoking has been detected in your unit, you will be given a written warning specifying the date and time of the violation and a reminder about the Smoke Free policy. Repeated offenses will result in eviction action.

The monitors never use cameras or audio recordings; they simply measure decibels of sound and alert staff if the threshold is exceeded. This provides the information necessary, without invading residents' space. If a report of excessive noise is received, management will notify the tenant in writing specifying the date and time of the violation. If further reports are received, the tenant will be asked to attend a pre-eviction meeting to discuss the issue. If noise violations continue and the tenant does not attend the pre-eviction meeting, eviction action will begin.

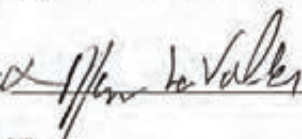
Please do not touch, cover, or remove the monitor. If the monitors are removed, management is notified. You will be charged \$30 for maintenance to reinstall the monitor. If you damage the monitor, you will be billed \$300 for replacement.

With any adverse action communicated by management that you disagree with, you do have the right to request an informal grievance hearing. Please see the Grievance Hearing Policy for more information.

Failure to adhere to any of the conditions of this addendum will constitute both a material non-compliance with the lease agreement and a serious violation of the lease agreement which are both good cause of termination of the lease agreement.

By Signing below, the resident(s) agrees to the terms as described in this lease addendum for their entire tenancy:

Signature of Head of Household:



11-12-25

Signature of Other Family Member:

\_\_\_\_\_



# Exhibit 16

## Concord Housing Commercial Agreement

This Commercial Agreement (the "Agreement") is entered into upon signature, between

Minut, Inc. 340 S Lemon Ave 8080, Walnut CA 91789

hereby referred to as "Minut"

and,

Concord Housing, 23 Green Street, Concord, New Hampshire 03301

hereby referred to as "the Customer" (each a "Party", both "Parties")

The terms of this agreement will take effect on the day this agreement is signed.

### **1. Minut Terms of Service**

- a. Minut's Terms of Service apply unless otherwise agreed in this contract, which takes precedence over the standard terms and conditions. Minut terms of service can be found at [www.minut.com/legal/terms](http://www.minut.com/legal/terms)

### **2. Rollout plan and deployment of Minut in the Customer's properties**

- a. In order for the Customer to receive preferential pricing, and for Minut to provide the best possible service, the Customer will inform Minut of the intended rollout plan and strategy so that distribution and allocation of sensors can be planned.
- b. The Customer will inform Minut on the progress on a regular basis.

### **3. Scope of service**

- a. Pro Plan
  - i. All monitoring features and the use of Minut's web and mobile apps
  - ii. Unlimited data history
  - iii. One free sensor with every new plan
  - iv. Dedicated Customer Success Manager

#### 4. Customer success and support

- a. You will be allocated a dedicated Customer Success Manager. Your Customer Success Manager's tasks may include but are not limited to:
  - i. Onboarding and training of the Customer's relevant team members
  - ii. Assisting (remotely) during the installation process
  - iii. Continuous collaboration as needs change and the Customer grows
- b. For questions related to the hardware or software itself most answers can be found in Minut's help center via our website. The Minut support team is available over email during business hours at [hello@minut.com](mailto:hello@minut.com).

#### 5. Marketing and use of logos

- a. Both parties can use each other's logos for promotional purposes, after approval has been given in writing.
- b. The Customer agrees to provide a one-liner about the company, the regions they operate in and what they do, along with 2-3 sentences on why they chose Minut and how we are working together.
- c. The Customer agrees to participate in video/written case studies/testimonials for co-promotion opportunities. One at the launch of the partnership and one after 4-6 months.

#### 6. Pricing

##### Initial Purchase

| PLANS        |            |                |          |                    |
|--------------|------------|----------------|----------|--------------------|
|              | Quantity   | Price per year | Discount | Total              |
| Pro Plans    | 329        | \$180.00       | \$45.00  | \$44,415.00        |
| <b>TOTAL</b> | <b>329</b> |                |          | <b>\$44,415.00</b> |

#### 7. Minut uses tiered based pricing for its services, this is how it works:

Minut's tiered pricing means that the price of each respective tier applies to the properties within that tier. Once you fill up a tier you move to the next and you will be billed according to the number of properties you have in those respective tiers.

In other words, moving to the tier above drops the price for properties within that tier but does not change the price for the properties you already have in previous tiers.

## 8. Renewal cost:

### Pro plans

| PLANS        |                          |            |                      |
|--------------|--------------------------|------------|----------------------|
|              | Annual cost per property | Quantity   | Total annual payment |
| 1-19         | \$180                    | 19         | \$3,420              |
| 20-99        | \$168                    | 80         | \$13,440             |
| 100-499      | \$156                    | 230        | \$35,880             |
| <b>TOTAL</b> |                          | <b>329</b> | <b>\$52,740</b>      |

### Standard plans (with plan change prior to renewal)

| PLANS        |                          |            |                      |
|--------------|--------------------------|------------|----------------------|
|              | Annual cost per property | Quantity   | Total annual payment |
| 1-19         | \$120                    | 19         | \$2,280              |
| 20-99        | \$108                    | 80         | \$8,640              |
| 100-499      | \$96                     | 230        | \$22,080             |
| <b>TOTAL</b> |                          | <b>329</b> | <b>\$33,000</b>      |

## 9. Payment terms

- Initial payment is to be made via invoice.
- Renewal payment is to be automated using the card on file.
- Billing cycle is annual.

- d. Payment terms as described in Minut's Terms of Service apply.

#### **10. What constitutes a "property"**

- a. The price of each subscription plan is specified per property. A property, sometimes also called home, is an individual home or living space such as a house or an apartment. For example, an apartment that a tenant would rent constitutes a property, a residential home constitutes a property, and a multi-tenant building or hotel where each apartment or room is rented by different individuals/tenants constitutes multiple properties.

#### **11. Shipping**

- a. Sensor shipping within the United States to be provided by Minut at no cost to the customer.

#### **12. Term and Termination**

- a. The "Initial Term" begins on the Effective Date and ends after 1 year from the Agreement's Effective Date, unless the Agreement is terminated before then according to the terms herein.
- b. This agreement, including its terms, shall automatically renew for additional one-year terms (each, a "Renewal Term"), unless
  - i. Either Party terminates this Agreement with a written notice 90 days prior to the Renewal Term

#### **13. Confidentiality**

- a. The Parties agree that each shall treat confidentially the terms and conditions of this Agreement and all information provided by each Party to the other regarding its business and operations. All confidential information provided by a Party shall be used by any other Party solely for the purpose of rendering or obtaining services pursuant to this Agreement and, except as may be required in carrying out this Agreement, shall not be disclosed to any third party without the prior consent of such providing Party. The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement

## Signatures

Minut AB

Signature: \_\_\_\_\_

Name: Nils Mattisson

Title: Chief Executive Officer

Date: May 3rd, 2024

Concord Housing

Signature:  \_\_\_\_\_

Name: Julie Palmeri

Title: Executive Director

Date: May 3rd, 2024

# Commercial Agreement - Concord Housing

Final Audit Report

2024-05-03

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2024-05-03                                   |
| By:             | James Smith (nathansmithtech@gmail.com)      |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAA4uT6U8noaSE5BjIHQKu1_rnQSBKmdH5J |

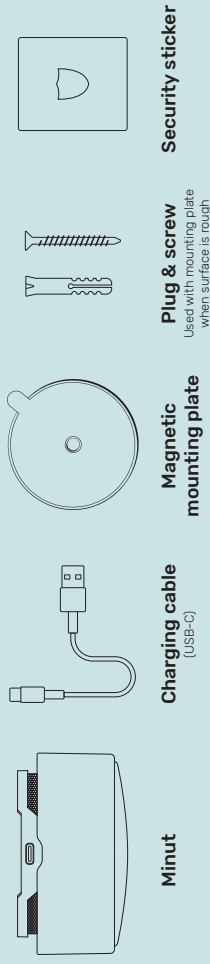
## "Commercial Agreement - Concord Housing" History

-  Document created by James Smith (nathansmithtech@gmail.com)  
2024-05-03 - 4:58:24 AM GMT
-  Document emailed to Julie Palmeri (jpalmeri@concordhousing.org) for signature  
2024-05-03 - 4:58:53 AM GMT
-  Email viewed by Julie Palmeri (jpalmeri@concordhousing.org)  
2024-05-03 - 11:36:31 AM GMT
-  Document e-signed by Julie Palmeri (jpalmeri@concordhousing.org)  
Signature Date: 2024-05-03 - 12:28:56 PM GMT - Time Source: server
-  Agreement completed.  
2024-05-03 - 12:28:56 PM GMT

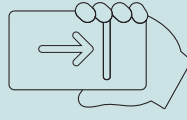
# Exhibit 17

# MiNUT

Inside the box

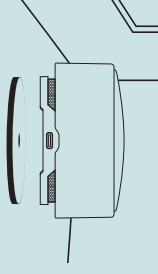


## Get started



### 1. Set up Minut from your phone

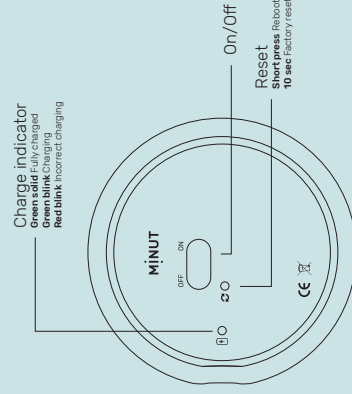
Download the app from [app.minut.com](https://app.minut.com) and follow the instructions inside the app to install Minut before mounting Minut to the ceiling.



### 2. Mount Minut to the ceiling

Remove tape and attach the magnetic mounting plate to the ceiling. Use the wall plug and screw if your ceiling has a rough texture.

Minut detects movement below its mounting position. It's recommended to mount Minut where people frequently move, for example in the hallway.



Manual / Manuel / Handbuch /  
manuaalinen / Met de hand /  
podręcznik / brugervejledning /  
マニュアル  
[minut.com/manual](https://minut.com/manual)

Follow our facebook page  
'Minuthq' to discuss Minut!



## Charging your Minut

A normal charge takes between 4–6 hours.

Minut needs to be recharged approximately twice a year, depending on the environment and wifi connectivity where it's installed.



## Technical Specifications

**Dimensions** Diameter: 85 mm (3.3"), height: 46 mm (1.8")

**Weight** 180 gram (6.3 oz)

**Battery** Up to 6 months (rechargeable, non-replaceable)

**Connectivity** Wi-Fi (2.4GHz), Bluetooth

**Sound frequency** 0-24KHz

**Sensors** Sound, temperature, humidity, tamper, barometric pressure, ambient light and motion.

*Indoor use only*

10098/A

Got a question?

# minut.com/support

### General maintenance

Only clean Minut with a dry cloth. Do not wash or submerge the Minut under water. Use indoors only (0 to 40°C/32°F to 104°F) and avoid exposure to direct sunlight for prolonged periods of time. Exposure to prolonged high humidity may have negative effects on sensors. Low temperatures may affect battery performance negatively. Condensation may damage the device. Do not tamper, disassemble, puncture, hammer, or drop the Minut as this may degrade performance or render Minut inoperable, void the warranty and the user's authority to operate this equipment.

Minut contains a built-in, non-replaceable, lithium-ion battery. The WEEE symbol means that your Minut must be disposed of separately from general household waste. When Minut reaches its end of life, take it to a designated waste collection point in your area for safe disposal or recycling. By doing this, you'll conserve natural resources, protect human health and help the environment.

Minut contains strong magnets used to attach the device to the ceiling. Avoid direct contact with objects sensitive to magnetic fields, such as hard drives (including laptops), credit cards, etc.

Estimated battery life is dependent on the Wi-Fi signal strength. Interference from walls, other electrical equipment, and Wi-Fi networks may reduce Minut's estimated battery life.

### Regulatory

**Important Disclaimer:** Because the Minut's primary purpose is not to be a fire or smoke alarm, the Minut DOES NOT conform to the regulatory requirements mandated for fire or smoke alarms, such as UL 217, EN14604 or any other regulatory requirements. To properly protect your home, please purchase and install fire and/or smoke alarms that comply with regulatory requirements.

### EU Declaration of Conformity

Hereby, Minut, Inc. declares that the Minut Connected Home Alarm, model MT-P2, is in compliance with the Directive 2014/53/EU. The full text of the EU declaration of conformity is available at the following Internet address: <https://minut.com/eu-doc>

### FCC

#### Federal Communication Commission Interference Statement

FCC ID: 2AFOX-P2-01, 15.247

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions:

- (1) This device may not cause harmful interference, and
- (2) this device must accept any interference received, including interference that may cause undesired operation.

**FCC CAUTION: Any changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate this equipment.**

### Compliance Notice

IC: 23212-P201

This device contains license-exempt transmitter(s)/receiver(s) that comply with Innovation, Science and Economic Development Canada's license-exempt RSS(s).

### Operation is subject to the following two conditions:

1. This device may not cause interference.
2. This device must accept any interference, including interference that may cause undesired operation of the device.

L'émetteur/récepteur exempt de licence contenu dans le présent appareil est conforme aux CNR d'Innovation, Sciences et Développement économique Canada applicables aux appareils radio exempts de licence.

### L'exploitation est autorisée aux deux conditions suivantes :

1. L'appareil ne doit pas produire de brouillage;
2. L'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

### RF Exposure Compliance Information:

This equipment complies with FCC/IC radiation exposure limits set forth for an uncontrolled environment. This equipment should be installed and operated with minimum distance 20 cm between the radiator and your body.

Cet équipement est conforme aux limites d'exposition aux radiations FCC/IC établies pour un environnement non contrôlé. Cet équipement doit être installé et utilisé avec une distance minimale de 20 cm entre le radiateur et votre corps.

**CALIFORNIA PROPOSITION 65 WARNING:** This product may contain chemicals known to the State of California to cause birth defects or other reproductive harm.

### Legal

Your use of Minut is subject to the Terms of Service, available in full at <https://minut.com/terms>, and the Privacy Policy, available in full at <https://minut.com/privacy>.

### Limited Liability

Please see the Terms of Service, available in full at <https://minut.com/terms>.

### Warranty and Warranty Disclaimers

Please see the Terms of Service, available in full at <https://minut.com/terms>.

### Trademarks

Minut and the Minut logo are trademarks and/or registered trademarks of Minut, Inc. in the USA and other countries. Apple and the Apple logo are trademarks of Apple Inc., registered in the USA and other countries. App Store is a service mark of Apple Inc. Google Play is a trademark of Google LLC. Bluetooth and the Bluetooth logo are trademarks owned by Bluetooth SIG, Inc., U.S.A. Wi-Fi is a registered trademark of Wi-Fi Alliance.

### Open source compliance

Minut stands on the shoulders of giants. It is built using open source tools and code. Minut is forever grateful to the respective authors. For a full list of open source software used in Minut, please see <https://minut.com/opensource>.

© Minut, Inc. 2018. All rights reserved.

Minut AB  
Bredgårn 4  
211 30 Malmö  
Sweden

# MINUT

# Exhibit 18

6:21

99



Crutchfield 207

now

Alarm sound detected in Living room

Dawn CHRA

1/12/26

...received 5 emails here at Parmenter regarding the minut monitors. I sent Sandy a letter that describes what the minut monitors do from when Heather first sent them...

DC

Tom & Jason

Jason Johnston

1/6/26

It was me with the cerillo monitor



Tom & Jason

Jason Johnston

1/2/26

It's me fighting with Minut monitors if you see them going haywire



Jason Johnston

12/30/25

...because of a downed icy tree should be there in a couple minutes  
Hope you have a safe trip if you see the monitors going haywire is just me



Tom & Jason

Jason Johnston

12/29/25

If you see some monitors acting up it's me



6:21

99

< Search "Monitor" in Messages

Tom & Jason

Jason Johnston

12/29/25



If you see some **monitors** acting up it's me



Tom & Jason

Jason Johnston

12/22/25



That's me messing with **monitors** if you see activity



Tom & Jason

Jason Johnston

12/12/25



That's me messing with **monitors**



Jason Johnston

12/10/25



...camera 😂 I'm gonna be sitting on the floor on the ninth floor at Kennedy trying to calibrate these stupid **monitors** they're pissing me off 😂 so I'm not slacking. I'm just sitting as close to the monitor



...you remembered off the top of your head how many of those charging ports you bought me for the minute **monitors** call me when you get a chance not a big deal. Heading to Kennedy work over there.



CHA000020

6:21



< Search "Monitor" in Messages



not slacking. I'm just sitting as close to the monitor



...you remembered off the top of your head how many of those charging ports you bought me for the minute **monitors** call me when you get a chance not a big deal. Heading to Kennedy work over there.

Jason Johnston

12/1/25

Are we on track with the Minut **monitors** and the turns? Remember all monitors are up and charged by 12/31 no extensions 😊

Jason Johnston

11/19/25



...I've been slow in the minute **monitors** trying to get these clean outs done in this last push on this big turn at Jennings. Just trying to...

Tom, Jessica & Jason

Tom Buckman

11/19/25



Thanks and our **monitor**

Jason Johnston

Time at the very least, I will go tomorrow morning before 11 AM

CHA000021

6:21

99

< Search "Monitor" in Messages

Tom, Jessica & Jason

Tom Buckman

11/19/25

TB

Thanks and our **monitor**

>

Jason Johnston



Time at the very least, I will go tomorrow morning before 11 AM and grab your **monitor**

>

Tom, Jessica & Jason

Jason Johnston

11/12/25



That's me messing with men **monitors** in case you guys are wondering 😂

>

Tom, Jessica & Jason

Tom Buckman

11/7/25

TB

The entire Kennedy building **monitors** are on.

>

Tom Buckman

TB

Jess I put **monitor** I 404 it smelled like pot and we have been getting a lot of complaints about it

>

Tom Buckman

TB

408 Kennedy is disgusting and when I installed the **monitor** the gas was turned on his stove a little bit but not enough to light it

>

CHA000022

6:21

99

< Search "Monitor" in Messages

Tom Buckman

408 Kennedy is disgusting and when I installed the **monitor** the gas was turned on his stove a little bit but not enough to light it

Tom Buckman

408 Kennedy is disgusting and when I installed the **monitor** the gas was turned on his stove a little bit but not enough to light it

Tom & Jason

Jason Johnston

11/6/25

Me messing with **monitors** at Boucher

Jackie Whatmaugh

11/5/25

Did keno pass or fail? The spreadsheet says pass but the **monitor** is reporting it failed

Tom & Jason

Jason Johnston

11/5/25

That's Me messing with Kennedy Minut **monitor**

Jason Johnston

10/31/25

CHA000023

6:21

99

< Search "Monitor" in Messages

Jason Johnston

10/31/25

I've got done when I can over at Crutchfield. The ladies are doing their thing. I'm heading over to Jennings to work on **monitors**. If you need me to grab anything for Crutchfield just let me know.



Tom Buckman

10/27/25

That probably explains the **monitor** issues there also

TB

Tom, Jessica & Jason

Tom Buckman

10/9/25

The entire Crutchfield and pitman place **monitors** are now installed

TB

Ernie, Jason & Mike

Tom Buckman

9/19/25

I'm setting up **monitors** in the office at Kennedy on second floor. The light has to stay on so please do not shut it off

TB

Tom & Jason

Jason Johnston

9/16/25

...pick up Heidi's gifts and a cake for her birthday this evening.

6:22



< Search "Monitor" in Messages

...pick up Heidi's girls and a cake for her birthday this evening.  
I'm about to start putting the minute **monitors** back up at Jennings now  
so if you see the sensors going off, it's just me



Tom & Jason

Jason Johnston

9/15/25

Working on **monitors** in case you see me pulling a bunch off of Jennings that's what it is



Ernie, Jason & Mike

Jason Johnston

9/9/25

lol  
Tom and I are the only ones that mess with them. We did do a shop clean but I was here and the **monitors** were not



Tom & Jason

Jason Johnston

9/9/25

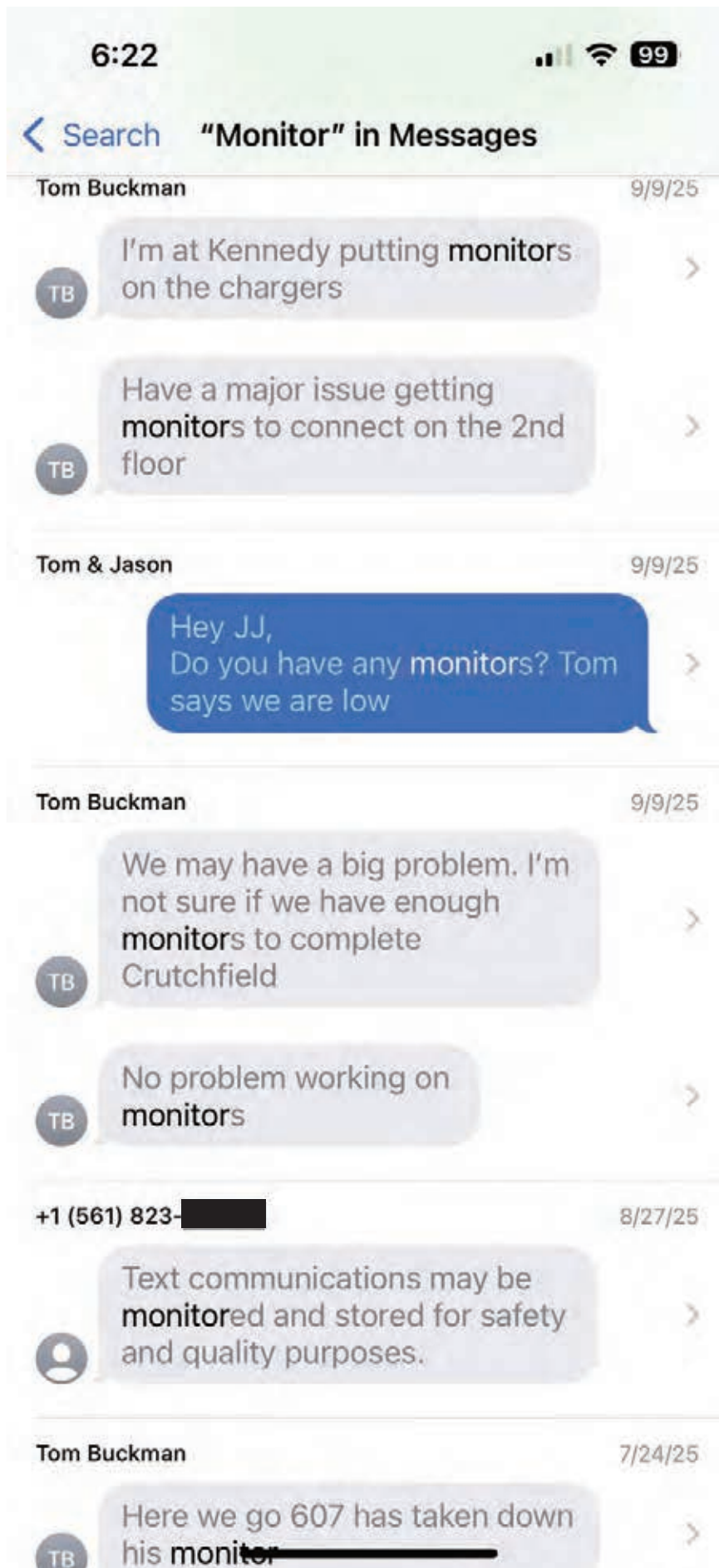
I have one charger and three **monitors** here at Jennings.  
That's all I have.



Ernie, Jason & Mike

9/9/25

Hi all, where are all the extra Minut monitors?



6:22

99

< Search "Monitor" in Messages

Heather Sargent

7/23/25

HS ...pretty sure in the version the tenant's signed (there may be other versions saved) it speaks about the **monitors**. There was a document passed to tenants before installing them about not touching them but they didn't...

HS She is paranoid and a smoker so not sure what the **monitor** issue is for her.

HS ...why she can't sign a couple of papers by 11/1. She can move with 30 day notice if she doesn't want the **monitor**!

She wants the Minut **monitor** removed, she wants a guest for 6 weeks and she wants to put off her recert. Three super long emails this morning

Tom Buckman

7/18/25

Hey any chance you can find or remember the exact date you installed the **monitor** in 606

Tom Buckman

7/16/25

06 denied me entry and is

CHA000027

6:22

99

< Search "Monitor" in Messages

Tom Buckman

7/16/25

TB 06 denied me entry and is refusing to let us in to put the **monitor** back up. I will notify her tomorrow that I will be on Monday to reset it

Tom & Jason

Jason Johnston

7/8/25

...not the **monitor** so much as it is the Wi-Fi. I literally had to walk the monitor to the basement door near the Wi-Fi...

Tom & Jason

Tom Buckman

6/12/25

TB I have activated 301 Kennedy minutes **monitor** because getting a lot of complaints about pot smoking

Tom Buckman

4/16/25

TB Are we installing Minut **monitors** at parmenter

Tom Buckman

4/10/25

TB All the Minut **monitors** are up that we had going

Tom Buckman

3/14/25

CHA000028

6:22

99

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Tom Buckman

4/10/25

TB

All the Minut **monitors** are up that we had going

>

Tom Buckman

3/14/25

TB

Hopefully this will work to catch all the Minut **monitors**. It's mounted in the middle of the hallway

>

TB

Hopefully this will work to catch all the Minut **monitors**. It's mounted in the middle of the hallway

>

Jason Johnston

1/3/25



Unfortunately, you have to do it at the **monitor** lol

>

Keri Pasek

12/3/24

KP

He's stable valve is leaking again he is in ICU they need to **monitor** him they got his blood pressure down finally

>

Tom, Heather & Jason

Tom Buckman

11/22/24

Looks like the Minut **monitors** lost connection to WiFi. I have to investigate a little further but I will get ~~back on online next~~

>

CHA000029

6:23

99

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Tom Buckman

11/1/24

TB

All units up and running for the Minut monitors

Joe & Tom

6/11/24

...Heather asks: Are they going to monitor the toilets for cleanliness and supplies? Are the walkways to the toilets well lit? Are there lights...

Tom & Heather

Heather Sargent

6/11/24

HS

Are they going to monitor the toilets for cleanliness and supplies? Are the walkways to the toilets well lit? Are there lights in the toilets? We should get a flyer out to tenants ASAP on this

Tom & Jason

5/31/24

The smoking monitors have a usb charging port at the end, correct? I want to buy the chargers now

Jim Fowler

5/24/24

...Julie  
Good article in today's monitor.  
It will give some hope to some families even with its

CHA000030