

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.¹ The Minut

¹ 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.

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.²

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.

² 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.”³ 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.⁴ 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,

³ 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.

⁴ 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.⁵ 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 decibels⁶ 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.

⁵ 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.

⁶ 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 installed⁷:

- 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;

⁷ 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.⁸

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.⁹

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

⁸ “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”.

⁹ 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 9th 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 9th 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, 15.¹⁰

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.)

¹⁰ 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.*¹¹

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.*

¹¹ 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.¹²

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.

¹² 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:

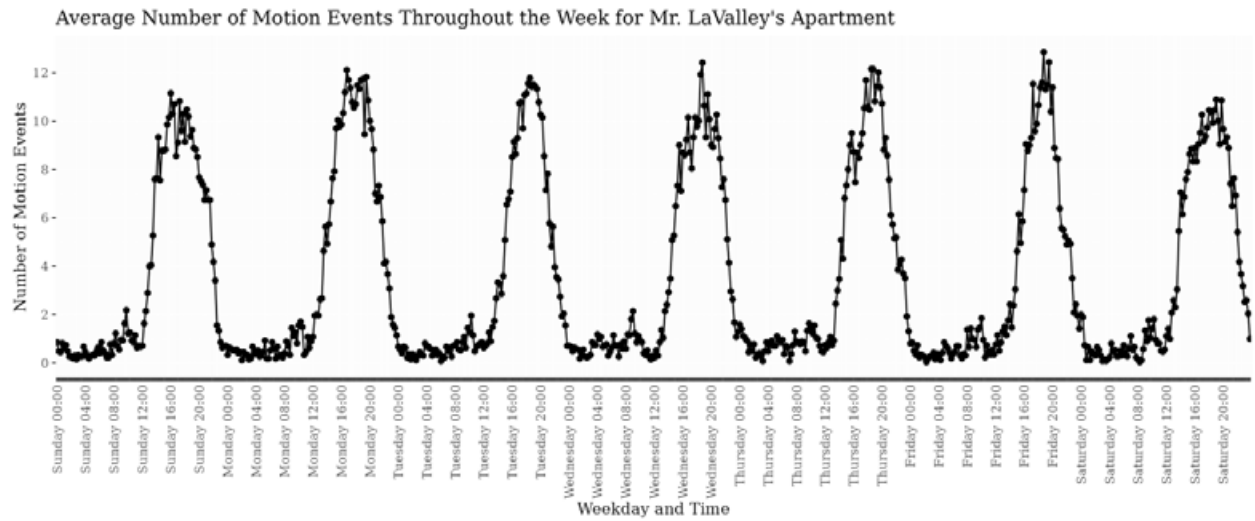
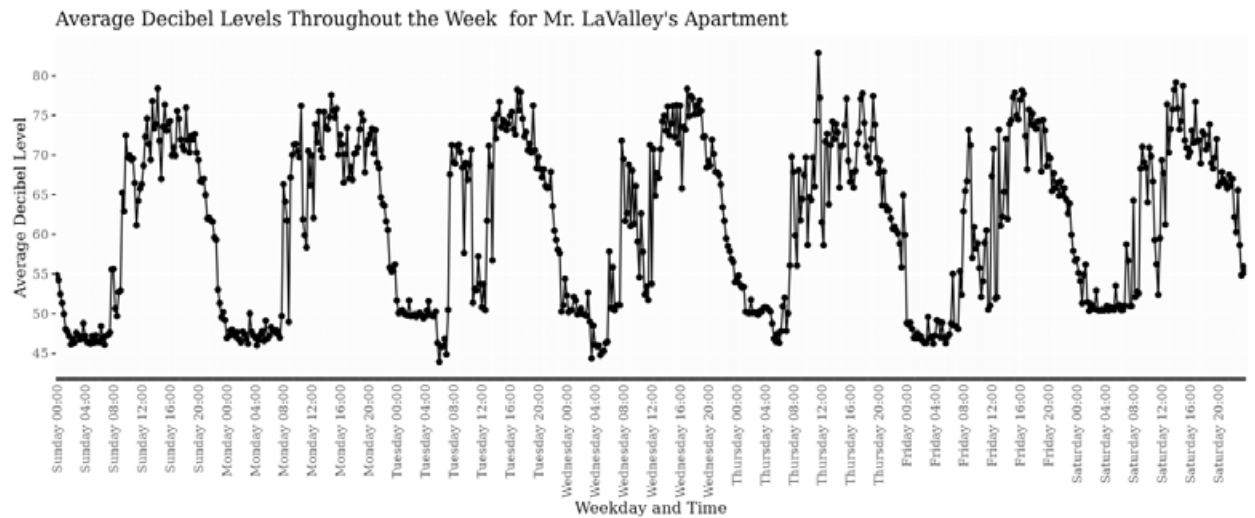


Figure 1.B:



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

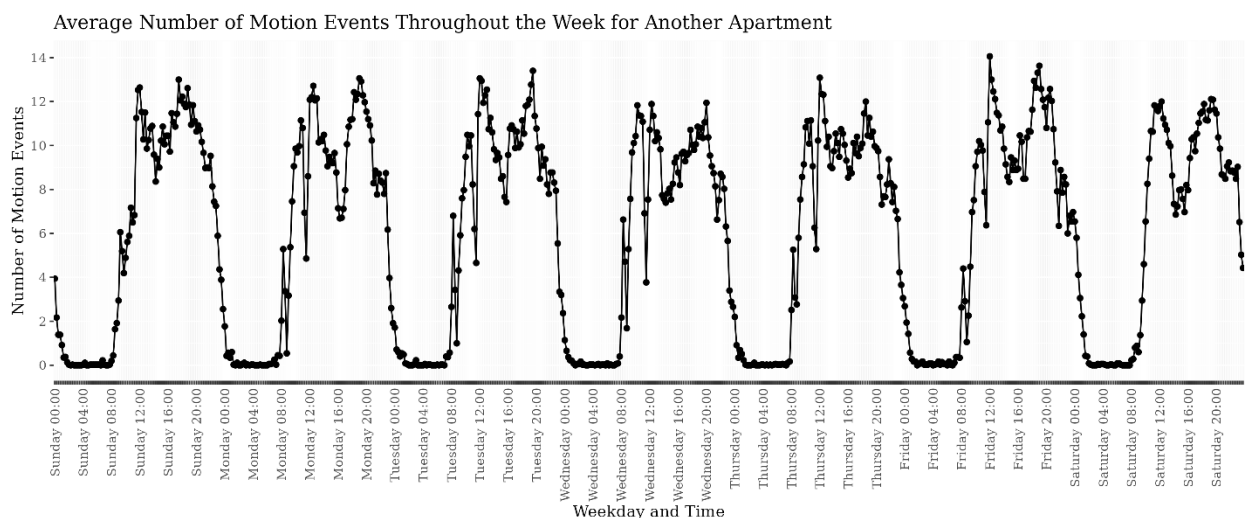
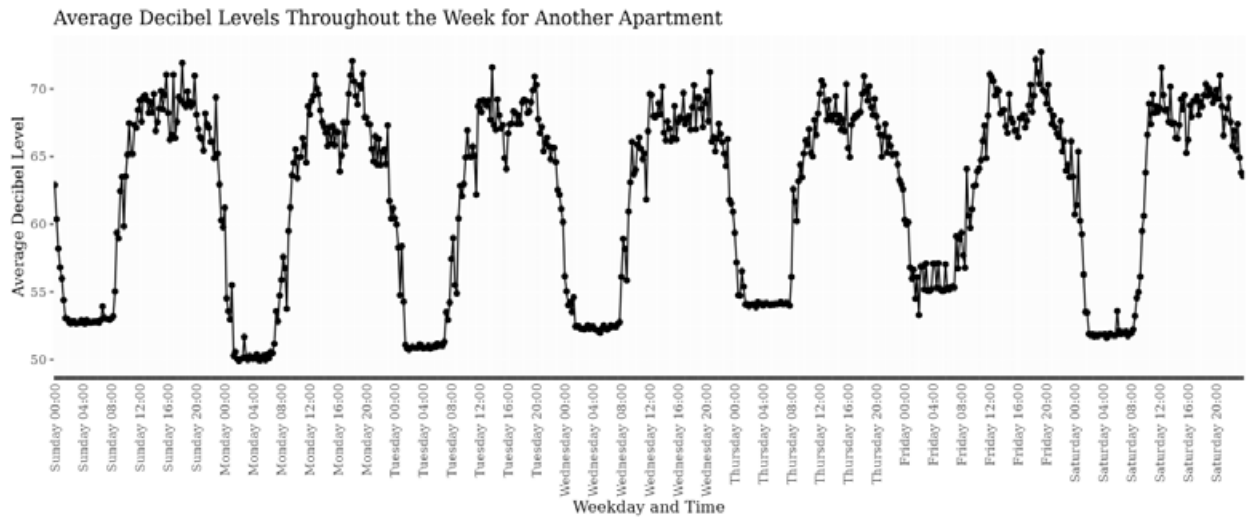
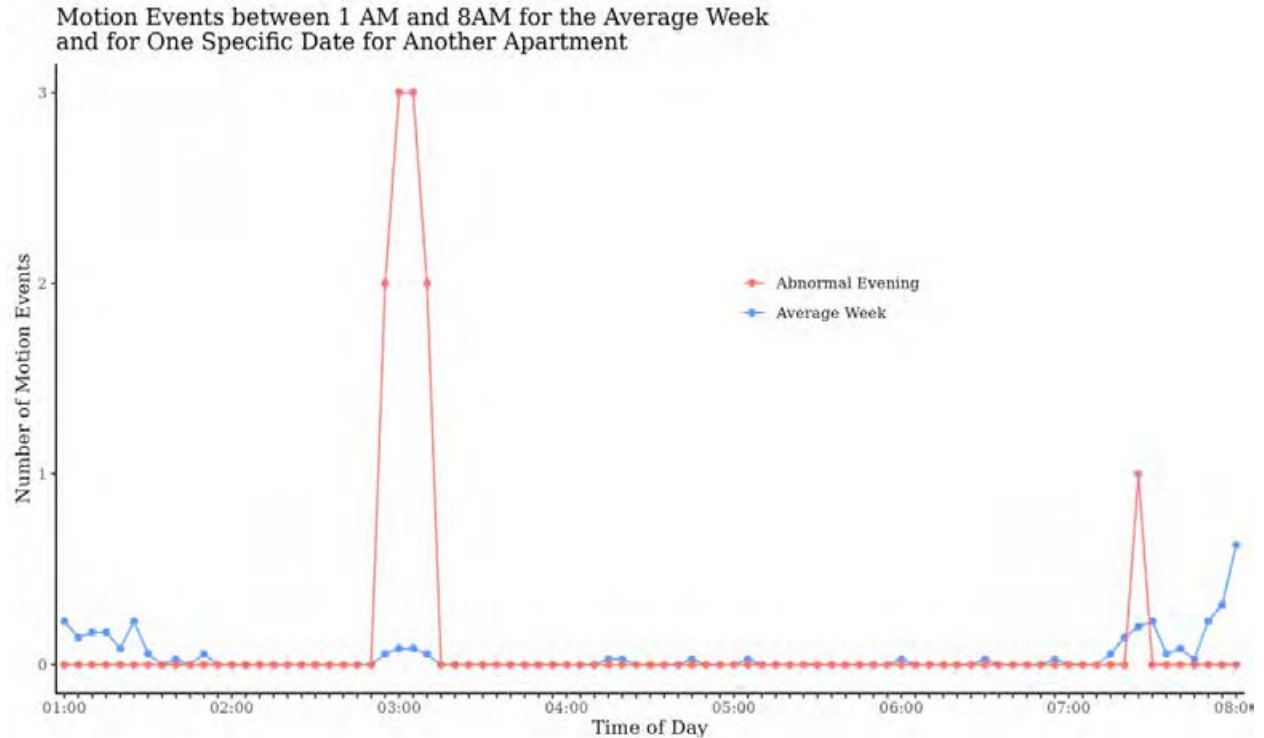


Figure 2.B



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. Chatrie 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.¹³

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.

¹³ 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

NEW HAMPSHIRE LEGAL ASSISTANCE

September 2, 2026

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CERTIFICATION

I hereby certify that on this 2nd 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