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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

SAN FRANCISCO TENANTS UNION,
ADRIAN PHUA,
WILLIAM SOLIS, and
ELANA DIESTEL,

Plaintiffs,

v.

SMARTRENT TECHNOLOGIES, INC.,
EQUITY RESIDENTIAL, a real estate
investment trust,
ERP OPERATING LIMITED PARTNERSHIP,
a partnership,
EQUITY RESIDENTIAL MANAGEMENT
LLC,
EQUITY-TASMAN APARTMENTS LLC,
ARCHSTONE DAGGETT PLACE LLC,
ARCHSTONE SOUTH MARKET LP,
EQR-TERRACES LIMITED PARTNERSHIP,
and
DOES 1 through 15,

Defendants.

Case No. _____

**COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF**

1. Violation of Article I, Section 1 of the California Constitution
2. Intrusion Upon Seclusion
3. Breach of Covenant of Quiet Enjoyment
4. Private Nuisance
5. San Francisco Tenant Harassment Ordinance (S.F. Rent Ord. § 37.10B)

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1 **I. INTRODUCTION**

2 1. Plaintiffs Elana Diestel, Adrian Phua, and William Solis (“Tenant Plaintiffs”)
3 bring this action against their current or former landlord, Equity Residential and its relevant
4 subsidiaries and affiliates (collectively, “EQR”¹), and EQR’s technology partner SmartRent
5 Technologies, Inc. (“SmartRent”), for transforming their homes and living spaces into
6 environments of surveillance, where their movements, associations, and other activities in the
7 home are continually tracked and analyzed. Plaintiff San Francisco Tenants Union (“Tenants
8 Union”) brings this action for injunctive relief to protect the privacy rights of its current and
9 future members who reside in rental properties owned and operated by EQR.

10 2. Beginning in or around 2023, EQR installed SmartRent’s Internet-connected
11 “SmartHome” systems in its tenants’ homes across California. The systems include electronic
12 locks and “hubs” connecting those devices to the Internet, and can include Internet-connected
13 thermostats, humidity detectors, and leak sensors. Locks and hubs were activated in Plaintiff
14 William Solis’s home in or around April 2023, and in Plaintiff Adrian Phua’s home in or around
15 June 2024. The lock and hub were present in Plaintiff Elana Diestel’s home when she moved in
16 around May 2023.

17 3. In Plaintiff Phua’s home, a thermostat, humidity detector, and leak sensor were
18 activated at or around the same time. From the time of their installation, the systems continuously
19 collected detailed information from inside Tenant Plaintiffs’ homes—such as when their doors
20 were locked or unlocked and by whom, how often they have had guests, and in Mr. Phua’s case,
21 how he adjusted temperature and environmental settings.

22 4. In Plaintiff Diestel’s living space around her home, EQR required additional
23 invasive technologies to be used as a condition of tenancy. In or around August 2025, EQR began
24 requiring that Plaintiff Diestel pay her rent through Bilt, a payment provider that collects detailed
25

26 ¹ Equity Residential’s relevant affiliates also named as Defendants in this action are ERP
27 Operating Limited Partnership; Equity Residential Management LLC; Equity-Tasman
28 Apartments LLC; Archstone Daggett Place LLC; Archstone South Market LP; and EQR-Terraces
 Limited Partnership. Each of these defendants acted in concert with, with the knowledge and
 approval of, and/or as the agent of the other defendants within the course and scope of the agency,
 regarding the acts and omissions alleged.

1 personal information from landlords, including the tenants’ “name, address, email, rent amount,
2 rent payment history, and rent balance information.”²

3 5. SmartRent harvests the data that its SmartHome systems collect in real time and
4 retains it alongside Tenant Plaintiffs’ personal identifying information collected by EQR.
5 SmartRent analyzes tenants’ information and creates reports that it shares with EQR. On
6 information and belief, if it does not already, EQR will soon be able to monitor Tenant Plaintiffs’
7 in-home activities by simply asking questions of a SmartRent “Artificial Intelligence” called
8 “SMRT IQ,” which also has full access to tenants’ private information.

9 6. EQR purports to require the use of these systems as a condition of tenancy, forcing
10 Tenant Plaintiffs to live under the constant unblinking digital observation of the systems that have
11 been incorporated into their homes without their consent. The only way, apart from reading
12 boilerplate reservations in privacy policies, for tenants to obtain even partial insight into what
13 information Defendants are collecting is to use the SmartRent mobile application, which gathers
14 and transmits even more data that SmartRent uses to analyze and report tenant behavior.

15 7. Landlords cannot impose conditions that violate the basic and fundamental privacy
16 rights that tenants hold in their homes. The California Constitution guarantees the right to privacy
17 within the home as a matter of personal dignity and autonomy, and those protections cannot be
18 waived or dissolved by contract simply because the means of invading people’s privacy have
19 become less visible, automated, and more sophisticated. On the contrary, advances in technology
20 only increase the intrusion into personal life, enabling unprecedented levels of tracking, retention,
21 and misuse of personal information. Plaintiffs bring this action to affirm that the constitutional
22 protections of home privacy are not optional, and to restore tenants’ rightful control over their
23 most personal spaces.

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25
26
27
28 ² Bilt Rewards, *Bilt Technologies, Inc. Privacy Policy*, Bilt (June 2, 2025),
<https://legal.biltrewards.com/policies>.

1 **II. JURISDICTION AND VENUE**

2 8. This Court has original jurisdiction pursuant to Article VI, section 10 of the
3 California Constitution, which grants the Superior Courts jurisdiction in all causes, including
4 actions for injunctive and other equitable relief.

5 9. This Court has personal jurisdiction over Defendants under California Code of
6 Civil Procedure section 410.10 because they conduct business in California and have committed
7 acts within the state giving rise to the claims asserted herein.

8 10. Defendant Equity Residential is subject to this Court’s jurisdiction because it
9 conducts substantial business in California through ERP Operating Limited Partnership
10 (“ERPOP”) and is directly involved in the activities giving rise to Plaintiffs’ claims. As detailed
11 in the Parties section below, Equity Residential is the sole general partner of ERPOP and
12 exercises exclusive control over its operations. Together, they own and operate apartment
13 complexes nationwide, including tens of thousands of units in California.

14 11. Defendant ERPOP is subject to this Court’s jurisdiction because it conducts
15 substantial business in California through its agent, Equity Residential Management, LLC
16 (“ERM”), and through its direct and indirect ownership and control of residential properties
17 throughout the state.

18 12. Defendant ERM is subject to this Court’s jurisdiction because it conducts
19 substantial business in California through its direct and indirect ownership and control of
20 residential properties throughout the state.

21 13. The subsidiary entities identified in the Parties section below—Equity-Tasman
22 Apartments LLC, Archstone Daggett Place LLC, Archstone South Market LP, and EQR-Terraces
23 Limited Partnership—are also subject to this Court’s jurisdiction because they own, operate, and
24 manage residential properties in California, including properties in San Francisco and San Jose.
25 On information and belief, each has its principal place of business in California, notwithstanding
26 any nominal out-of-state registrations or mailing addresses.

27 14. Defendant SmartRent Technologies, Inc. is subject to this Court’s jurisdiction
28 because it conducts substantial business in California, including working with EQR and other

landlords and property managers statewide to deploy and operate surveillance technology in residential properties, including those of Tenant Plaintiffs and members of the Tenants Union.

15. Venue is proper in the Superior Court of San Francisco County under California Code of Civil Procedure section 395 because (a) at least one Plaintiff resides in, was subject to a residential lease in, and suffered injury in this county; (b) Defendants committed substantial acts in this county giving rise to the claims asserted herein; and (c) one or more Defendants own, operate, manage, or control residential properties located in this county. A substantial portion of the wrongful conduct at issue—including the deployment and operation of surveillance technology in tenants’ homes—occurred in San Francisco County.

16. The amount in controversy is within the jurisdiction of the Superior Court of San Francisco County.

III. PARTIES

A. Tenant Plaintiffs

17. Plaintiff **Elana Diestel** is a resident of San Francisco, California. Since approximately May 2023, Ms. Diestel has resided in a studio apartment in a property owned and operated by EQR in San Francisco, California. Ms. Diestel has paid approximately \$2,600 per month in rent under her most recent lease. Ms. Diestel has been a member of the San Francisco Tenants Union since January 2025.

18. Plaintiff **Adrian Phua** is a resident of Santa Clara, California. From approximately August 2021 through August 2025, Mr. Phua resided in a three-bedroom apartment in a property owned and operated by EQR in San Jose, California. Mr. Phua’s apartment’s rent was approximately \$4,300 per month under the lease term before he moved out.

19. Plaintiff **Will Solis** is a resident of San Francisco, California. From approximately 2017 to approximately March 2024, Mr. Solis resided in a two-bedroom apartment in a property owned and operated by EQR in San Francisco, California. Mr. Solis paid approximately \$3,700 per month in rent under the lease term before he moved out.

1 **B. Plaintiff San Francisco Tenants Union**

2 20. Plaintiff **San Francisco Tenants Union** (“Tenants Union”) is a volunteer-led,
3 donation-based, and member-supported nonprofit organized under Section 501(c)(4) of the
4 Internal Revenue Code. It is headquartered in San Francisco, California. The Tenants Union’s
5 mission is to protect and advance the rights of San Francisco tenants, including by providing
6 direct counseling, educational resources, and political advocacy. Its work focuses on helping
7 tenants maintain habitable, affordable housing and defending against unlawful or coercive
8 landlord practices.

9 21. The Tenants Union relies on the monetary support of individual members to fund
10 and carry out its work. The Tenants Union is also a member of the San Francisco Anti-
11 Displacement Coalition, a network of tenant organizations and allies who organize against mass
12 evictions and rising housing insecurity in the city.

13 22. Members of the Tenants Union currently reside in properties owned, operated, or
14 controlled by EQR, including units in which SmartRent’s surveillance technology has been
15 installed. These members are directly affected by the conduct challenged in this action. At least
16 one member resides in each of the following properties: One Saint Francis Place, San Francisco,
17 California; 855 Brannan Street, San Francisco, California; and 1330 Bush Street, San Francisco,
18 California.

19 23. Through its ongoing counseling services and direct work with renters across the
20 city, the Tenants Union recognizes that the imbalance of power between landlords and tenants
21 often enables forms of harm that tenants cannot meaningfully avoid. Forced deployment of smart
22 devices inside rental homes introduces a form of surveillance that tenants experience as invasive,
23 coercive, and inescapable. The Tenants Union has seen how these technologies contribute to a
24 hostile living environment and reinforce tenants’ feelings of powerlessness. Defending tenants’
25 rights to privacy and autonomy in their homes falls squarely within the Tenants Union’s mission
26 to confront landlord overreach and protect the dignity, safety, and self-determination of San
27 Francisco renters.
28

1 **C. The EQR Defendants**

2 24. Defendant **Equity Residential** is a publicly traded company and a Maryland real
3 estate investment trust. Equity Residential is the sole general partner of ERPOP, an Illinois
4 limited partnership, and as of December 31, 2024, owned approximately 97% of ERPOP. The
5 National Multifamily Housing Council has ranked Equity Residential as the fifth-largest
6 apartment owner in the United States.³ As sole general partner, Equity Residential exercises
7 exclusive control over ERPOP’s operations and management, and operates Equity Residential
8 and ERPOP as a single business.

9 25. Defendants **ERP Operating Limited Partnership** (“ERPOP”) and **DOES 1**
10 **through 5** hold and operate substantially all of Equity Residential’s real estate assets. Together,
11 Equity Residential, ERPOP, and DOES 1 through 5 own and operate apartment complexes
12 nationwide, including over 30,000 units in California.

13 26. Defendant **Equity Residential Management, LLC** (“ERM”) is a Delaware entity
14 with its principal place of business in Illinois. Defendant ERPOP is the sole and controlling
15 member of ERM, pursuant to ERM’s filings with the State of California. ERM conducts the day-
16 to-day management of EQR residential properties in California and is the named lessor in each
17 Tenant Plaintiff’s lease agreement.

18 27. Defendant **Equity-Tasman Apartments LLC** (“Equity Tasman”) is a Delaware
19 limited liability company and a subsidiary of Equity Residential. Defendants Equity Tasman and
20 **DOES 6 through 7** own and operate the Vista 99 Apartments, located at 99 Vista Montana, San
21 Jose, California. On information and belief, Defendant Equity Tasman’s principal place of
22 business is in San Jose, California, notwithstanding a nominal mailing address in Chicago,
23 Illinois.

24 28. Defendant **Archstone Daggett Place LLC** (“Equity Archstone Daggett”) is a
25 Delaware limited liability company and a subsidiary of Equity Residential. Defendants Equity
26 Archstone Daggett and **DOES 8 through 9** own and operate the Potrero 1010 Apartments,
27

28

³ *2024 Rankings: NMHC Top 50 Owners*, National Multifamily Housing Council,
 <https://www.nmhc.org/research-insight/the-nmhc-50/top-50-lists/2025-top-owners-list/>.

1 located at 1010 16th Street, San Francisco, California. On information and belief, Defendant
2 Equity Archstone Daggett's principal place of business is in California, notwithstanding a
3 nominal mailing address in Chicago, Illinois.

4 29. Defendant **Archstone South Market LP** ("Equity South Market") is a Delaware
5 limited partnership and a subsidiary of Equity Residential. Defendants Equity South Market and
6 **DOES 10 through 11** own and operate the SoMa Square Apartments, located at One Saint
7 Francis Place, San Francisco, California. On information and belief, Defendant Equity South
8 Market's principal place of business is in California.

9 30. Defendant **EQR-Terraces LP** ("Equity Terraces") is a Delaware limited liability
10 company and a subsidiary of Equity Residential. Defendants Equity Terraces and **DOES 12**
11 **through 13** own and operate The Terraces Apartments, located at 1330 Bush Street, San
12 Francisco, California. On information and belief, Defendant Equity Terraces' principal place of
13 business is in California.

14 31. Defendants Equity Residential, ERPOP, ERM, Equity Tasman, Equity Archstone
15 Daggett, Equity South Market, Equity Terraces, and DOES 1 through 15 are hereinafter
16 collectively referred to as "EQR Defendants."

17 32. Defendants Equity Residential, ERPOP, ERM, Equity Tasman, and DOES 6
18 through 7 are hereinafter collectively referred to as "Vista Defendants."

19 33. Defendants Equity Residential LLC, ERPOP, ERM, Equity Archstone Daggett,
20 and DOES 8 through 9 are hereinafter collectively referred to as "Potrero 1010 Defendants."

21 34. Defendants Equity Residential LLC, ERPOP, ERM, Equity South Market, and
22 DOES 12 through 13 are hereinafter collectively referred to as "SoMa Square Defendants."

23 35. Potrero 1010 Defendants, SoMa Square Defendants, Equity Terraces, and
24 Defendants DOES 12 through 15 are hereinafter collectively referred to as "San Francisco EQR
25 Defendants."

26 36. The Vista 99, Potrero 1010, and SoMa Square Apartments are hereinafter
27 collectively referred to as "the Properties."
28

1 **D. Defendant SmartRent Technologies, Inc.**

2 37. SmartRent Technologies, Inc. (“SmartRent”) is the operating subsidiary,
3 incorporated in Delaware, of a publicly traded Delaware corporation, SmartRent, Inc., with its
4 principal executive offices in Scottsdale, Arizona. SmartRent provides, operates, and manages
5 digital surveillance and access-control technology used in multifamily residential properties,
6 including properties owned and operated by the EQR Defendants in California.

7 **IV. STATEMENT OF FACTS**

8 **A. Constitutional Protection of the Home**

9 38. Privacy in the home is a cornerstone of the right to privacy guaranteed by Article I,
10 section 1 of the California Constitution, adopted by California voters in 1972. As described in the
11 1972 Voter Guide:

12 The right of privacy is the right to be left alone. It is a fundamental and compelling
13 interest. It protects *our homes*, our families, thoughts, our emotions, our
14 expressions, our personalities, our freedom of communion, and our freedom to
15 associate with the people we choose. It prevents government and business interests
16 from collecting and stockpiling unnecessary information about us and from
misusing information gathered for one purpose in order to serve other purposes or
to embarrass us. Fundamental to our privacy is the ability to control circulation of
personal information. This is essential to social relationships and personal
freedom.⁴

17 39. California courts have repeatedly affirmed that this language enshrines strong
18 constitutional protections for the home. *See White v. Davis*, 13 Cal. 3d 757, 774 (1975); *City of*
19 *Santa Barbara v. Adamson*, 27 Cal. 3d 123, 130 (1980) (noting “the voters’ intent . . . to ensure a
20 right of privacy not only in one’s family but also in one’s home.”) (citation omitted).

21 40. The private space of the home is essential for individuals to form intimate and
22 familial relationships, express emotion, engage in worship, administer medical treatment, and
23 participate in personal or political expression. California’s privacy right applies to intrusions by
24 both government and private entities. *Hill v. Nat’l Collegiate Athletic Ass’n*, 7 Cal. 4th 1, 20
25 (1994). Intrusions into the home’s sacred space risk not only depriving people of control over
26

27 ⁴ Ballot Pamp., Proposed Stats. & Amends. To Cal. Const. With Arguments to Voters. Gen.
28 Election *27 (Nov. 7, 1972) (emphasis added), <https://www.law.berkeley.edu/wp-content/uploads/2023/10/Voter-Information-Guide-for-1972-General-Election.pdf>.

1 their personal information, but also undermining their ability to be, and become, who they are.
2 Our homes provide necessary physical shelter, but the home is also a space of mental, emotional,
3 spiritual, and intellectual safety. For that reason, a strict privacy boundary at the threshold of the
4 home is necessary to preserve people's ability to lead lives of dignity and autonomy. *See Tom v.*
5 *City and Cnty. of S.F.*, 120 Cal. App. 4th 674, 684 (2004).

6 41. These principles are echoed in both the U.S. and California Constitutions. The
7 Fourth Amendment and Article I, section 13 of the California Constitution protect against
8 unreasonable searches, especially of the home. As the U.S. Supreme Court has explained, at the
9 "very core" of the Fourth Amendment "stands the right of a [person] to retreat into [their] own
10 home and there be free from unreasonable governmental intrusion." *Silverman v. United States*,
11 365 U.S. 505, 511 (1961). "Liberty presumes an autonomy of self that includes freedom of
12 thought, belief, expression, and certain intimate conduct[.]" particularly in private spaces such as
13 one's dwelling, where "the State should not be a dominant presence." *Lawrence v. Tex.*, 539 U.S.
14 558, 562 (2003) (upholding the protection of adult consensual intimacy in the home).

15 42. In California, the privacy protections for people and their homes are not limited to
16 government intrusions. "[A]rticle I, section 1 of the California Constitution creates a right of
17 action against private as well as government entities." *Hill*, 7 Cal. 4th at 20. Landlords therefore
18 must also respect these rights and cannot require tenants to live under violating conditions. They
19 have no authority to unilaterally waive tenants' fundamental right to privacy in their own homes,
20 not even as a condition of the lease agreement. Moreover, every lease includes a "covenant of
21 quiet enjoyment" prohibiting landlords from unreasonably interfering with use of the property,
22 including through electronic intrusions into the private space.

23 43. The sanctity of the home protects everyday forms of care, rest, and creativity. In
24 that space, people engage in sexual intimacy and exploration, manage physical and mental health,
25 and administer treatments that may be stigmatized or even expose them to prosecution. People
26 give voice to grief, sadness, anger, despair, jealousy, love, and rage—all within the intimate space
27 of the home, which should be free from shame or scrutiny. Without protection at the threshold of
28

1 the home, people cannot safely live full lives or maintain control over their personal development,
2 identity, and relationships.

3 44. By installing surveillance devices inside tenants' homes, Defendants have
4 fundamentally breached that privacy boundary. By collecting, retaining, and reserving rights to
5 exploit intimate information about what occurs within those walls, Defendants violate, on a daily
6 basis, protected rights in a space that the California Constitution deems paramount.

7 **B. Defendants' Forced Surveillance Infrastructure**

8 45. Beginning in or around 2023, EQR installed SmartRent's technology in the
9 apartment homes of their California tenants, as part of a nationwide rollout across its residential
10 holdings. SmartRent's smart locks, thermostats, and/or leak sensors were installed and activated
11 in Plaintiff Solis's home in or around April 2023, in Plaintiff Phua's home in or around June
12 2024, and in Plaintiff Diestel's home when she moved in around May 2023.

13 46. As of 2024, EQR had deployed smart locks, thermostats, and leak sensors in 70%
14 of its buildings,⁵ including additional buildings housing Tenants Union members.⁶ As part of its
15 mandatory installation processes, EQR provided SmartRent with information sufficient to identify
16 and contact Tenant Plaintiffs, such that each of them received an email with information to
17 "manage all of the smart devices in your home" by downloading SmartRent's app to their
18 personal devices at or around the time EQR activated the SmartHome systems. On information
19 and belief, the information EQR provided SmartRent prior to installing the systems includes at a
20 minimum, each Tenant Plaintiffs' name, home address, email address, and lease duration.

21 47. Throughout the time SmartHome systems were being placed in the doors to Tenant
22 Plaintiffs' homes, on their walls, and plugged into their electrical outlets, EQR and SmartRent

23 ⁵ Equity Residential, *Investor Presentation March 2024*, at 44 (Mar. 2024),
24 https://sl.q4cdn.com/843629197/files/doc_presentations/2024/Feb/29/equity-residential-investor-update-march-2024.pdf.

25 ⁶ On information and belief, these buildings, which advertise their residential rental units as
26 "Smart Home[s]," include: (1) The Vista 99 Apartments property located at 99 Vista Montana
27 San Jose, California 95134 San Jose, California; (2) The apartments in Potrero 1010 Apartments
28 located at 1010 16th Street, San Francisco, California 94107; (3) The apartments in The Terraces
Apartments located at 1330 Bush Street, San Francisco, California 94109; (4) The apartments in
SoMa Square Apartments located at One Saint Francis Place, San Francisco, California 94107;
and (5) The apartments in One Henry Adams Apartments located at 1 Henry Adams Street, San
Francisco, California 94103.

1 both recognized that their actions intruded on tenants' privacy interests. In its marketing materials
2 to prospective corporate landlords, one downside SmartRent listed to implementing its "Smart
3 Apartment" strategy was "[c]oncerns about privacy, data security and the complexity of new
4 technology [] lead[ing] to resistance from certain residents."⁷ Tenants in EQR properties
5 specifically raised privacy concerns to EQR. On information and belief, a tenant in the 1010
6 Potrero Apartments posted a message to an EQR message board in or around April 2023 raising
7 the alarm about the intrusiveness of these electronic devices and the fact that tenants were being
8 forced to accept them. As that person wrote: "This is very concerning. How is this legal,
9 especially with simply a notice saying this is happening? I am really, really not okay with this. . . .
10 [T]his new 'security' takes away privacy and safety and simply autonomy. I don't wan't [sic] this.
11 Why can't I opt out?"

12 48. EQR purported to bind residents at or around the time of installation through an
13 addendum to their lease, titled the "SmartHome Addendum." The SmartHome Addendum states:
14 "The Premises have been or will be equipped with Smart Home technology which includes a
15 keyless entry system. . . . Policies, procedures and instructions relating to the Smart Home
16 technology will be provided to you. Your failure to comply with such policies, procedures and
17 instructions will constitute a default under the terms of your Lease."⁸

18 49. EQR bulldozed over "resident resistance" by making SmartRent's devices a
19 condition of continued tenancy. Its Resident Handbook effective December 2022 states: "If your
20 apartment is retrofitted with Smart Home technology, do not tamper with or remove Smart Home
21 electronics and do not unplug or disconnect the Smart Home hub. In order to use the Smart Home
22 system, you must pair the device to your WiFi signal or plug the device into your wired modem.
23 You must also comply with all manufacturer procedures for the Smart Home equipment. You are
24 responsible for any damage to the Smart Home system."⁹

26 ⁷ *Smart Apartments 101*, at 22, SmartRent (July 22, 2024), downloaded from
27 <https://smartrent.com/news/smart-apartment-technology-guide/>.

28 ⁸ Equity Residential, *SmartHome Addendum (Participating Properties Only) v1* (June 2019).

⁹ Equity Residential, *Resident Handbook and Community Policies*, at 6, version 33 (Revised December 2022).

1 50. Tenant Plaintiffs Phua and Diestel each received substantially the same
2 SmartHome Addendum from EQR and reasonably understand that failing to connect SmartRent’s
3 technologies to their Internet service and personal devices could result in fines and eviction.

4 51. EQR’s unlawful imposition of this in-home surveillance has occurred in the
5 broader context of an explosion in “smart” technologies that bring everyday activities in and
6 around rented homes under digital surveillance. Tenants are required to download and use apps to
7 access shared laundry rooms and other amenities, to log into apps and websites to manage rent
8 payments, renewals, and maintenance requests, and to accept video surveillance monitoring
9 shared spaces. Sophisticated algorithms and even artificial intelligences connect and analyze all
10 of these inputs for landlords and their third-party partners, discussed in Section IV. B-C, *infra*.¹⁰

11 52. EQR had no right to impose these conditions. To the extent Tenant Plaintiffs had
12 any choice with respect to SmartRent, it was the illusory choice: to live with ongoing surveillance
13 inside their homes, or to find new homes. But California’s rental housing market is among the
14 most expensive and competitive in the country. In San Francisco, where Equity Residential
15 reports the “strongest . . . growth in [its] portfolio, aided by: [v]ery low 2025 competitive supply,”
16 the median rent far exceeds what most renters can afford.¹¹ It is because of these conditions of
17 San Francisco’s rental market, in particular, that the Tenants Union’s mission to protect the
18 safety, dignity, and privacy of tenants living in San Francisco is vital.

19 53. The time and resources required to break a lease, secure suitable alternative
20 housing, and complete a move, are significant even for tenants with means. Further, given the
21 volume of rental properties owned and controlled by corporate landlords in California and
22

23 ¹⁰ Erin McElroy et al., *San Francisco Landlord Tech Report*, at 22, Anti-Eviction Lab and Anti-
24 Eviction Mapping Project (2023),
25 <https://static1.squarespace.com/static/634972c05f5af46e3c86d062/t/65246b3846f5d249d179309b/1696885568404/Full-SF-Report-pt-serif-italics.pdf> (“As corporate landlords continue to increase
26 their scale and scope across the country, their abusive practices are made possible in part by the
27 landlord tech at their disposal. Property management apps have been used to create a wall of
bureaucracy preventing landlord-tenant communication, and digital doorman technology yields a
high harm potential for tenants to be placed in even more surveilled environments.”).

28 ¹¹ Equity Residential, *Investor Presentation May 2025*, at 7,
[https://s1.q4cdn.com/843629197/files/doc_downloads/2025/05/Equity-Residential-Investor-
Presentation-May-2025.pdf](https://s1.q4cdn.com/843629197/files/doc_downloads/2025/05/Equity-Residential-Investor-Presentation-May-2025.pdf).

1 nationwide who, like EQR, could benefit from monitoring tenant behavior, there is no guarantee
2 that a subsequent landlord will not also impose the same untenable conditions.

3 **1. The “Smart” Technologies in Tenant Plaintiffs’ Homes**

4 54. In brief, SmartRent’s “SmartHome” systems are Internet-connected tools for
5 landlords to gain visibility into their tenants’ homes. SmartRent characterizes the systems as a
6 suite of technologies providing landlords with “seamless visibility and control over real-estate
7 assets,”¹² and as “a service that helps [tenants] and others (e.g., your landlord, property owner or
8 management company) control and monitor functions within a single-family house, student
9 rental, apartment and/or apartment complex.”¹³

10 55. SmartRent claims that what “sets SmartRent apart” is its “direct connection to
11 real-world device data.”¹⁴ All of SmartRent’s hardware components connect to a “control hub,”
12 which SmartRent describes as the “brain” of the smart ecosystem.¹⁵ The hub, in turn, connects to
13 the Internet, and through that, to SmartRent, landlords like EQR, and—if they install the
14 SmartRent App—to tenants. A technical description of these technologies follows.

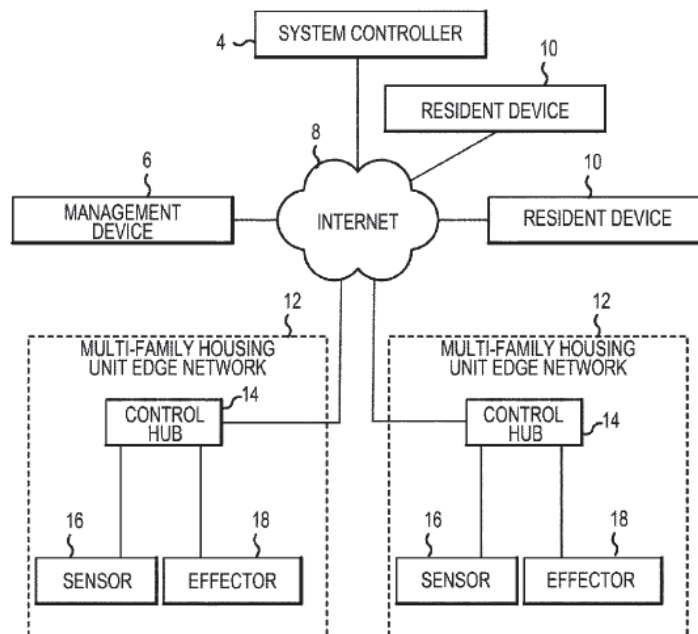
22 ¹² See *Alloy SmartHome – Smart technology that delivers*, SmartRent,
23 <https://smartrent.com/hardware/alloy/>; see also *Investor Overview*, SmartRent (May 7, 2025),
24 https://s27.q4cdn.com/632832908/files/doc_financials/2025/q1/SMRT-Investor-Presentation-Q1-FY-2025_vF.pdf.

25 ¹³ *SmartRent Technologies, Inc. Privacy Policy*, SmartRent (Last Updated: Aug. 30, 2024)
<https://smartrent.com/privacy-us/>.

26 ¹⁴ *SmartRent Evolves its Platform With AI-Powered Intelligence and Energy Optimization*
27 *Capabilities*, SmartRent (June 5, 2025), <https://investors.smartrent.com/news/news-details/2025/SmartRent-Evolves-its-Platform-With-AI-Powered-Intelligence-and-Energy-Optimization-Capabilities/default.aspx>.

28 ¹⁵ See *What is a Hub?*, SmartRent, <https://intercom.help/public-b34acd/en/articles/10770555-what-is-a-hub> (“The hub is the brain of your SmartRent ecosystem. It is the small box in your home that communicates wirelessly with your new smart devices . . .”).

56. SmartRent describes such a system visually in the patent application for its “MULTI-UNIT AUTOMATION AND CONTROL SYSTEM,” in the image immediately below. In the patent application, the term “System Controller” refers to SmartRent; “Management Device” and “Resident Device” refer to the personal computers or mobile phones used by landlords and tenants, respectively to operate SmartRent devices; and “Sensor” and “Effector” refer to the devices themselves.¹⁶



a. Smart Locks

57. Smart locks, in general, are “physical locks that can be opened with a nontraditional key like a smartphone or fingerprint.”¹⁷ The smart locks that Tenant Plaintiffs are required to maintain in their homes are registered with SmartRent, which obtains Tenant Plaintiffs’ identifying information from EQR that SmartRent uses to contact tenants. Each Tenant Plaintiff received an email from SmartRent instructing them to visit SmartRent’s website to

¹⁶ U.S. Patent Application Pub. No. 2024/0280951 A1 (Aug. 22, 2024) (DeRose-Wilson et al.), <https://patentimages.storage.googleapis.com/b2/85/a4/67b0229d0368b7/US20240280951A1.pdf>.

¹⁷ Mario Trujillo and Adam Schwartz, *Smart Locks Endanger Tenants’ Privacy and Should be Regulated*, Electronic Frontier Foundation (Apr. 4, 2023), <https://www.eff.org/deeplinks/2023/04/smart-locks-endanger-tenants-privacy-and-should-be-regulated>.

1 access features of the technologies. No Tenant Plaintiff had provided their own contact
2 information to SmartRent prior to receiving the solicitation.¹⁸

3 58. The smart locks can be unlocked through the SmartRent App, using a digital key
4 on a smartphone or watch, or by entering a code.¹⁹ The locks communicate their current status
5 (locked or unlocked), as well as real-time and past activity to SmartRent.²⁰ When Tenant
6 Plaintiffs unlock their doors, the locks transmit a description to SmartRent that includes the full
7 name of the person who unlocked the door, and when they did so. For example, when Tenant
8 Plaintiff Phua unlocked his door on or around May 7, 2025, technical analysis showed the
9 following transmissions:

```
10 "device": "lock",  
11 "description": "Unlocked by Adrian Phua",  
12 "category": "devices",  
13 "subject": "Front Door - Lock",  
14 "event": "unlocked",  
15 "inserted_at": "2025-05-07T00:20:39Z",  
16 "device_id": 5276189,  
17 "caused_by": "Adrian Phua",  
18 "event_raw": "lock_unlocked_resident"
```

26 ¹⁸ On information and belief, the experience of the individual Tenant Plaintiffs discussed herein is
27 substantially the same for members of the Tenants Union residing in Equity properties.

28 ¹⁹ *How do I use my Allow Deadbolt+?*, SmartRent, <https://intercom.help/public-b34acd/en/articles/10770562-how-do-i-use-my-alloy-deadbolt-lock>.

²⁰ *What Is a Smart Lock and What Can I Do with It?*, SmartRent, *supra*.

1 59. The lock transmits similar information when the door is locked, even when the
2 action is performed “manually” rather than via the app.

```
3  
4       "device": "lock",  
5       "description": "Locked manually",  
6       "category": "devices",  
7       "subject": "Front Door - Lock",  
8       "event": "locked",  
9       "inserted_at": "2025-05-07T01:16:57Z",  
10       "device_id": 5276189,  
11       "caused_by": null,  
12       "event_raw": "lock_locked_physical"
```

13 60. In addition to tracking Tenant Plaintiffs’ comings and goings from their home,
14 SmartRent’s locks also monitor the activities of guests and other visitors when tenants utilize the
15 feature that creates “custom guest access options for friends, family, house sitters,” by assigning
16 them their own access code to unlock the door.²¹

17 **b. Smart Thermostats and Leak Sensors**

18 61. SmartRent’s smart thermostats and smart leak sensors deployed in EQR properties
19 communicate their current status, real-time activity, and past activity in the same manner as smart
20 locks. They are temperature-detection and control devices with a wireless communication system,
21 allowing for remote access and programming.²² In addition to temperature, some models also
22 detect humidity inside the home.²³ According to SmartRent, its smart thermostats can “learn your
23
24
25

26 ²¹ *What Is a Smart Lock and What Can I Do with It?*, SmartRent,*supra*.

27 ²² *What is a Smart Thermostat and What Can I Do with it?*, SmartRent,
<https://intercom.help/public-b34acd/en/articles/10770574-what-is-a-smart-thermostat-and-what-can-i-do-with-it>.

28 ²³ *Smart Home Thermostats for Apartments*, SmartRent,
<https://smartrent.com/hardware/thermostats/>.

1 schedule and detect if you're home at unusual times to adjust settings without your
2 intervention."²⁴

3 62. Smart leak sensors, meanwhile, constantly monitor the environment near water
4 heaters, sinks and appliances in order to "detect any abnormalities," which SmartRent reports by
5 email to tenants and landlords.²⁵ In EQR properties, these reports, whether false or not,
6 immediately generate a work order that results in an inspection by management.

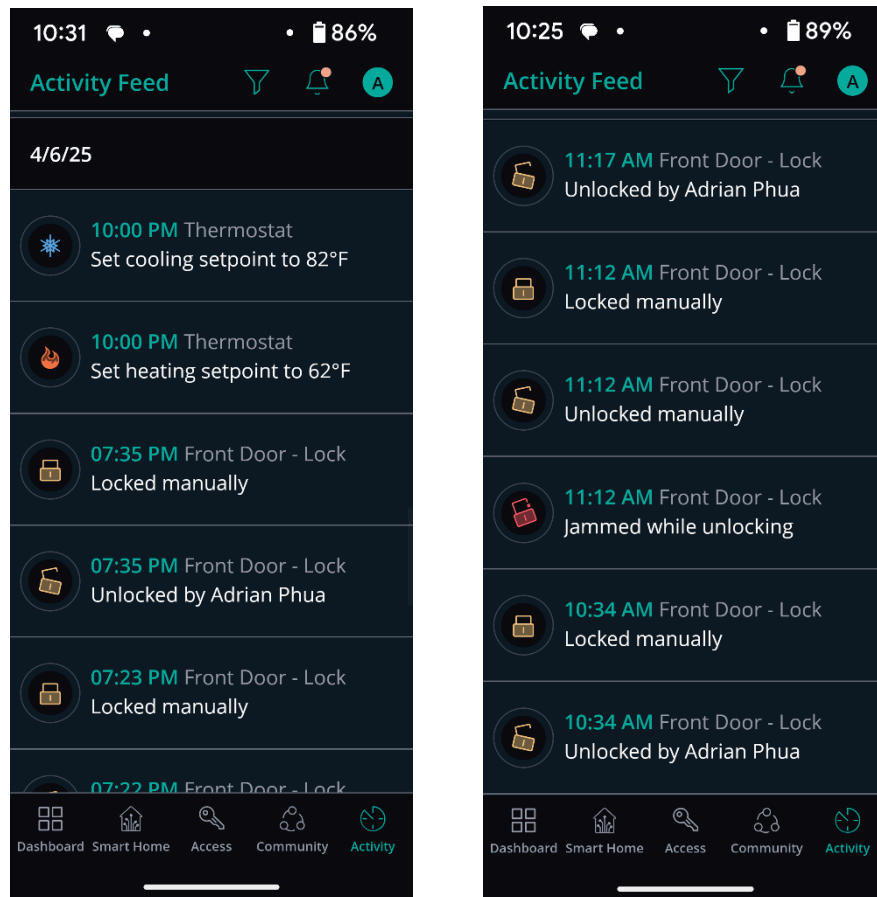
7 63. Transmissions from these devices contain detailed status information for smart
8 devices in the apartment, capturing smart thermostat setting changes (such as set points, humidity,
9 fan, and the status of the device – i.e., whether it is enabled and working properly), and leak
10 detector status. For example, the thermostat in Plaintiff Phua's home reports the current
11 temperature and humidity inside his apartment even in an "idle" state:

```
12     "name": "operating_state",  
13     "state": "idle",  
14     "pending_state": null,  
15     "last_read_at": "2025-06-01T01:58:44Z",  
16     "pending_state_requested_at": null  
17   },  
18   {  
19     "name": "current_temp",  
20     "state": "74",  
21     "pending_state": null,  
22     "last_read_at": "2025-06-01T14:41:19Z",  
23     "pending_state_requested_at": null  
24   },  
25   {  
26     "name": "current_humidity",  
27     "state": "47",  
28     "pending_state": null,  
29     "last_read_at": "2025-06-01T16:39:49Z",  
30     "pending_state_requested_at": null
```

27 ²⁴ *The 2024 Guide To Smart Home Technology for Apartments*, SmartRent (July 22, 2024),
28 <https://smartrent.com/news/smart-apartment-technology-guide/>.

²⁵ *Small But Mighty: The Power of Water Leak Sensors*, SmartRent (Nov. 4, 2021),
<https://smartrent.com/news/small-but-mighty-the-power-of-water-leak-sensors/>.

64. The images below from the “Activity Feed” of Plaintiff Phua’s SmartRent App further confirm that, in addition to information about people entering and exiting their homes as discussed above, SmartRent also tracks environmental changes such as thermostat settings, which indicate Tenant Plaintiffs’ behavioral patterns, such as when they leave the house, go to sleep or have a visitor spend the night, or leave for vacation or some other extended period.



2. The SmartRent App

65. The only way for Tenant Plaintiffs to obtain any visibility into SmartRent transmissions regarding their own homes is to download and install SmartRent’s proprietary mobile application, the “SmartRent App.” The SmartRent App is also required to access features of the locks on their doors, and where applicable, thermostats, and leak sensors.²⁶

²⁶ Compounding the intrusiveness of Defendants’ actions with respect to the SmartRent App and technologies, EQR requires tenants to use additional apps which access still more personal information about them to access other parts of the multi-family property, such as the parking garage, package room and laundry room, and to pay rent.

66. Exodus, a French nonprofit organization that examines apps for embedded trackers and conducts “privacy audits” for Android applications, has analyzed the SmartRent App. The below excerpt from the Exodus analysis shows that SmartRent seeks access to a wide variety of information about the tenant and their device, far beyond what is reasonably necessary to secure access to the home, control humidity and temperature, and monitor for abnormalities around water sources.

SmartRent

3 trackers

Version 3.0.0 - [see other versions](#)
Source: Google Play
Report created on Aug. 1, 2022, 3:22 p.m. and updated on July 17, 2024, 1:46 a.m.

[See on Google Play >](#)

3 trackers

We have found **code signature** of the following trackers in the application:

Facebook Flipper >
[analytics](#)

Google Firebase Analytics >
[analytics](#)

Sentry >
[crash reporting](#)

A tracker is a piece of software meant to collect data about you or your usages. [Learn more...](#)

24 permissions

We have found the following permissions in the application:

- ACCESS_BACKGROUND_LOCATION**
access location in the background
- ACCESS_COARSE_LOCATION**
access approximate location only in the foreground
- ACCESS_FINE_LOCATION**
access precise location only in the foreground
- ACCESS_NETWORK_STATE**
view network connections
- ACCESS_WIFI_STATE**
view Wi-Fi connections
- BLUETOOTH**
pair with Bluetooth devices
- BLUETOOTH_ADMIN**
access Bluetooth settings
- BLUETOOTH_CONNECT**
connect to paired Bluetooth devices
- BLUETOOTH_SCAN**
discover and pair nearby Bluetooth devices
- CAMERA**
take pictures and videos
- FOREGROUND_SERVICE**
run foreground service
- INTERNET**
have full network access
- MODIFY_AUDIO_SETTINGS**
change your audio settings
- NFC**
control Near Field Communication
- READ_EXTERNAL_STORAGE**
read the contents of your shared storage
- RECORD_AUDIO**
record audio
- SYSTEM_ALERT_WINDOW**
This app can appear on top of other apps
- USE_BIOMETRIC**
use biometric hardware
- USE_FINGERPRINT**
use fingerprint hardware
- VIBRATE**
control vibration
- WAKE_LOCK**
prevent phone from sleeping
- RECEIVE**
- BIND_GET_INSTALL_REFERRER_SERVICE**
- AD_ID**

The icon indicates a 'Dangerous' or 'Special' level according to Google's protection levels.

Permissions are actions the application can do on your phone. [Learn more...](#)

67. In the image above, the permissions with a red exclamation mark (!) next to them—including the ability to record audio—are considered “dangerous” permissions because

1 they “may pose a risk to the user’s privacy.”²⁷ SmartRent requests nine dangerous permissions,
2 including access to the tenant’s location data (both coarse and precise²⁸), shared storage, and
3 camera, and the ability to pair with other Bluetooth-enabled devices—for the app people use to
4 interact with the devices in their homes. The app far exceeds standard industry recommendations
5 in seeking “background,” meaning that even when Plaintiffs do not actively use the app, location
6 information as well as access to network and Wi-Fi connections is passed to SmartRent, allowing
7 SmartRent to even more precisely determine the geolocation of a person’s mobile device.²⁹

8 68. With respect to location information, which SmartRent collects by default, it tells
9 tenants that they “may choose to disable this feature, but there may be a loss of some
10 functionality within the App, and you may not be able to use or access some of our Services if
11 you do so.”³⁰

12 3. The SmartRent Website

13 69. Any tenant that visits SmartRent’s website is subjected to more data collection.
14 SmartRent collects information about people’s browser type and version, the operating of their
15 devices, the website or app that they came from before reaching SmartRent (the “referral
16 source”), the length of their visit, and pages viewed.³¹ This information is representative of
17
18

19 ²⁷ See *Permissions on Android*, Android,
20 https://developer.android.com/guide/topics/permissions/overview#dangerous_permissions (Last
Updated: Nov. 11, 2025).

21 ²⁸ See Chris Hoffman, *How Devices Use Wi-Fi to Determine Your Physical Location*,
22 HowToGeek (Jan. 18, 2021), [https://www.howtogeek.com/708500/how-devices-use-wi-fi-to-](https://www.howtogeek.com/708500/how-devices-use-wi-fi-to-determine-your-physical-location/)
23 [determine-your-physical-location/](https://www.howtogeek.com/708500/how-devices-use-wi-fi-to-determine-your-physical-location/). Google recommends that app developers “Use coarse location
24 accuracy when possible: review the level of location granularity that your app needs. Coarse
25 location access is sufficient to fulfill most location-related use cases.” See *Understanding location*
26 *in the background permissions*, Google Play Console Help,
<https://support.google.com/googleplay/android-developer/answer/9799150?hl=en> (“Your app
should only request access to the location in the background if it’s required for the core
functionality of the app. Think of core functionality as the main purpose of your app. This may
involve a set of important features without which your app is broken or rendered unusable.”); see
also *Accuracy*, Android (Last Updated: Nov. 11, 2025)
<https://developer.android.com/develop/sensors-and-location/location/permissions#accuracy>.

27 ²⁹ See *SmartRent*, Exodus, [https://reports.exodus-](https://reports.exodus-privacy.eu/en/reports/com.smartrent.resident/latest/)
28 [privacy.eu/en/reports/com.smartrent.resident/latest/](https://reports.exodus-privacy.eu/en/reports/com.smartrent.resident/latest/).

³⁰ SmartRent Technologies, Inc. Privacy Policy, *supra*.

³¹ *Id.*

1 information that companies collect about Internet users to identify and track them as they move
2 around the Internet using a technique known as “browser fingerprinting.”³²

3 **4. Other EQR Tracking Technologies**

4 70. The SmartRent systems and associated transmissions from tenants’ homes are one
5 component of systemic monitoring by EQR, which tracks nearly every aspect of tenants’
6 residential life, from their movement around the buildings where they live, to their payment of
7 rent, their online activities, their use of their car, and their communications with debt-collection
8 chatbots.

9 71. EQR’s data collection and profiling begins at the point of a prospective tenant’s
10 first contact with the company. It uses “Anyone Home,” a centralized customer-relationship
11 management platform to record prospective tenant inquiries and leasing interactions, storing
12 detailed personal information and behavioral data derived from those initial communications.
13 EQR has also used RealPage’s “YieldStar” rent-setting software, a platform that was the subject
14 of a federal antitrust suit for collusive price-fixing based on detailed data about rents and
15 occupancy rates, including tenants’ active lease data.³³

16 72. EQR enrolls tenants in its “Technology” or “Connectivity” packages, which
17 bundle SmartRent in-unit devices with EQR’s “MyEquity” online portal and mobile application
18 as well as building-wide digital access systems.

19 73. Rent payments, service requests, and tenant communications are handled through
20 the MyEquity portal and mobile application, which consolidate sensitive personal information
21 and behavioral data. The MyEquity app sends data to various third parties including analytics
22 providers. The app collects personal information from tenants including full name, phone number,

23 ³² Thomas Hupperich et al., *On the Robustness of Mobile Device Fingerprinting: Can Mobile*
24 *Users Escape Modern Web-Tracking Mechanisms?*, PROC. 31ST ANN. COMPUT. SEC.
25 *APPLICATIONS CONF.* 191, 193–94 (2015); see also *Cover Your Tracks*, Electronic Frontier
Foundation, <https://coveryourtracks.eff.org/learn>.

26 ³³ *Press Release: Justice Department Requires RealPage to End the Sharing of Competitively*
27 *Sensitive Information and Alignment of Pricing Among Competitors*, U.S. Department of Justice
(Nov. 24, 2025), [https://www.justice.gov/opa/pr/justice-department-requires-realpage-end-](https://www.justice.gov/opa/pr/justice-department-requires-realpage-end-sharing-competitively-sensitive-information-and)
28 [sharing-competitively-sensitive-information-and](https://www.justice.gov/opa/pr/justice-department-requires-realpage-end-sharing-competitively-sensitive-information-and). See Patrick Range McDonald, *Equity*
Residential and Essex Property Trust Dragged Into RealPage Scandal. It’s Hardly A Shocker,
MEDIUM, (Oct. 27, 2022) [https://housinghumanrt.medium.com/equity-residential-and-essex-](https://housinghumanrt.medium.com/equity-residential-and-essex-property-trust-dragged-into-realpage-scandal-its-hardly-a-shocker-9dae8725a894)
[property-trust-dragged-into-realpage-scandal-its-hardly-a-shocker-9dae8725a894](https://housinghumanrt.medium.com/equity-residential-and-essex-property-trust-dragged-into-realpage-scandal-its-hardly-a-shocker-9dae8725a894).

1 address and unit number, the lease expiration date, and rent payment information, which is sent
2 from the domain “papi.equityapartments.com/api/MyAccountDashboard.” In addition to this
3 information, the network traffic shows fields for “transUnionPaymentReporting,”
4 “bannedFromSocial,” “renewalAvailable,” “applicantCreditReportUrl,” and
5 “displayCriminalReport.”

6 74. EQR manages access to elevators and common spaces with the “Brivo” mobile
7 app for at least some of its properties. EQR’s privacy policy purports to authorize it to sell
8 “Internet” or “Electronic Network Activity” data collected through these systems, as well as other
9 personal information: “Under California law, we Sell and Share the following categories of
10 Personal Information: Identifiers, Personal Records, Internet or Other Electronic Network
11 Activity, Geolocation Data, and Inferences. We have Sold and Shared Personal Information to
12 Third Parties, including our vendors and other Third Parties for Cross-Context Behavioral
13 Advertising and other marketing and advertising services that we utilize on our Online
14 Services.”³⁴ Even package deliveries are routed through digital locker systems such as Luxer
15 One, which log each resident’s deliveries, retrieval times, and visitor access.³⁵

16 75. In August 2025, EQR began requiring Plaintiff Diestel to pay rent through Bilt, a
17 system that, according to EQR, allows tenants to “earn points every time you pay [rent],” and
18 those points can be redeemed for “rent credits, travel, shopping, and more.” Bilt serves, in the
19 first instance, as a payment processor for rent payments for EQR. But it then exposes tenants to
20 yet another source of surveillance that collects information about what other credit cards they use,
21 their spending habits, and other financial information.³⁶ Bilt asserts that by using its service,
22 tenants “authorize” their property manager or landlord to disclose personal information about
23 them to Bilt, including their “name, address, email, rent amount, rent payment history, rent
24

25 _____
26 ³⁴ EQR Privacy Policy, <https://privacy.equityapartments.com/>

27 ³⁵ *Luxer One Blog: What is Package Room Management Software?*, Luxer One (Nov. 20, 2025),
<https://www.luxerone.com/what-is-package-room-management-software/>.

28 ³⁶ Ron Lieber, *How Does a Rewards Start-Up Know What Credit Cards Are in Your Wallet?*,
New York Times (Aug. 5, 2025), <https://www.nytimes.com/2025/08/05/your-money/bilt-credit-cards-privacy.html>.

1 balance information.”³⁷ At one point, tenants’ address information was exposed to anyone on the
2 Internet with someone’s email address, prompting one journalist (who lived in an EQR building
3 and used Bilt to pay rent) to ask: “How did a rental startup I’d never heard of leak my home
4 address?”³⁸

5 76. EQR has further replaced much of its resident interaction—“over 1.5 million
6 customer interactions per year and 90% of [its] prospect workflows,” according to Kristin Hupfer,
7 First Vice President National Sales at Equity Residential—to EliseAI, an artificial intelligence
8 system that automates communications with tenants and prospective tenants.³⁹ EliseAI’s platform
9 is likely part of EQR’s “AI Resident Experience” designed to mimic human conversations while
10 harvesting, analyzing, and retaining the content of tenant inquiries about rent delinquency,
11 maintenance, renewals, and other issues.⁴⁰ Press reports indicate that such AIs also receive
12 tenants’ personal information from landlords through other means, enabling them, for example, to
13 “adjust tone based on tenant payment history, providing a friendly or firm approach depending on
14 past behavior.”⁴¹ The product “also notifies property managers when delinquencies reach specific
15 thresholds, suggesting steps like initiating eviction processes or drafting legal notices.”⁴²

16 **C. Defendants’ Exploitation of Tenants’ Private Information**

17 **1. EQR’s Data Mining from Tenants’ Homes**

18 77. EQR, at all times, has visibility through SmartRent systems into tenants’ homes.
19 When a unit is vacant, EQR gains full control of the SmartHome systems, including all devices,
20

21 ³⁷ Bilt Privacy Policy, <https://legal.biltrewards.com/policies>.

22 ³⁸ Zack Whittaker, *How did a rental startup I’d never heard of leak my home address?*,
23 TechCrunch, (June 30, 2022) (“[I]t was also possible to retrieve [home address] information
24 directly from Bilt’s servers using just [a resident’s] email address — no special email link needed
— which, like for many of us whose email addresses are public, unfortunately wouldn’t require
much guesswork.”).

25 ³⁹ *Homepage*, Elise AI, <https://www.eliseai.com/>.

26 ⁴⁰ Equity Residential, *Investor Day 2025*, at 85 (Feb. 2025),
https://s1.q4cdn.com/843629197/files/doc_presentations/2025/02/Equity-Residential-Investor-Day-2025.pdf.

27 ⁴¹ Han Lung, *Multifamily Using AI for Rent Collections as Delinquencies Rise*, CRE Daily (Dec.
28 18, 2024), <https://www.credaily.com/briefs/multifamily-using-ai-for-rent-collections-as-delinquencies-rise/>.

⁴² *Id.*

1 settings, and activity.⁴³ When units are occupied, EQR cedes control of the lock and thermostat
2 *devices* to its tenants—but, through SmartRent, retains access to data they generate, and the
3 inferential data that SmartRent extracts by analyzing tenants’ activity inside their homes.

4 78. SmartRent openly admits that its systems give landlords a “clear view” into
5 tenants’ homes, marketing contemporaneous “data access” and “property insights” as profitable
6 features of its SmartHome systems: “Our system collects live data from thermostats, leak sensors,
7 locks, and more—giving operators [including landlords] a clear view of what is happening in
8 their buildings and the ability to act, not just recording in workflows or delayed reports.”⁴⁴

9 79. Further, SmartRent proclaims that the core purpose of its SmartHome technologies
10 is to generate valuable “data points” for landlords like EQR. In an April 15, 2025 post in
11 SmartRent’s “blog for the multifamily and proptech industry,” SmartRent defines “smart
12 apartment data” as “data collected from your entire smart apartment ecosystem when you, your
13 staff **or your residents** use smart technology,” specifically including the smart locks, thermostats,
14 and leak sensors placed in tenants’ homes.⁴⁵ It emphasizes that, “[w]ith their growing use of
15 technology, apartment communities are bolstering their bottom lines—and producing a ton of
16 data. Every time a smart lock opens, a thermostat adjusts itself and a work order is completed,
17 property managers gain data points.”⁴⁶

18 80. SmartRent explains that once its systems create data about events inside tenants’
19 homes, “it is generally stored on cloud-based platforms so it’s accessible wherever it’s needed
20 and updated in real-time. Then, it’s analyzed, usually with the help of AI, and delivered to where
21 it can be actionable, like your PMS [property management system].”⁴⁷ SmartRent encourages
22 landlords to “[i]nvest in property management software that integrates smart device data and
23

24 ⁴³ *Smart Apartments 101*, SmartRent, *supra*, at 8.

25 ⁴⁴ SmartRent, *SmartRent Evolves its Platform With AI-Powered Intelligence and Energy
Optimization Capabilities*, *supra*.

26 ⁴⁵ See *Smart Sense Blog*, SmartRent, <https://smartrent.com/news/>; *The Surprising Data About
Smart Apartments*, SmartRent, (Apr. 15, 2025), [https://smartrent.com/news/smart-apartment-
data/](https://smartrent.com/news/smart-apartment-data/).

27 ⁴⁶ SmartRent, *The Surprising Data About Smart Apartments* (Apr. 15, 2025),
28 <https://smartrent.com/news/smart-apartment-data/>.

⁴⁷ *Id.*

1 provides actionable insights . . . [and] “[r]egularly review analytics to adjust strategies, optimize
2 performance and stay ahead of industry trends.”⁴⁸ In other words, SmartRent collects, stores, and
3 processes continuous streams of in-home data, and then packages it into “insights” for landlords
4 to act on and use for other self-serving purposes.

5 81. According to SmartRent in the quoted language below, the “smart apartment data”
6 it provides to landlords include:

- 7 • **Energy usage data:** Tells you which units use the most energy, when they
8 use energy and how to save on energy costs.
- 9 • **Occupancy and motion data:** Tells you when people are in a unit,
10 common space or amenity area.
- 11 • **Access control data:** Tells you who accesses which areas and when.
- 12 • **Maintenance and system health data:** Tells you how often devices
13 require maintenance, how much maintenance time and money you save
14 with smart devices and how your technicians are performing.
- 15 • **Resident behavior data:** Tells you which amenities they use, how they
16 communicate with staff and how they use their devices.⁴⁹

17 82. Even more recently, on or around June 5, 2025, SmartRent announced a new
18 interface for landlords to access tenant information, underscoring that EQR and other landlords
19 already receive, at a minimum, “manual reporting” from SmartRent on tenants’ activities inside
20 the home. Now or in the near future, SmartRent’s systems will feature an artificial intelligence
21 with the ability to discuss tenants’ data with landlords conversationally.⁵⁰

22 83. SmartRent describes the update to its systems, “SMRT IQ,” as “Conversational
23 AI” that “Delivers Property Data” to landlords through an interface that allows the landlord to
24 simply ask for it, rather than having to interpret the data analytically: “Using natural language

25 ⁴⁸ *Data-drive Decision-making in Multifamily: Harnessing the Power of Smart Tech*, SmartRent
(Apr. 2, 2025), <https://smartrent.com/news/data-driven-decision-making-in-multifamily-harnessing-the-power-of-smart-tech/>.

26 ⁴⁹ *The Surprising Data About Smart Apartments*, SmartRent, *supra*.

27 ⁵⁰ SmartRent News Details, *SmartRent Evolves its Platform With AI-Powered Intelligence and*
28 *Energy Optimization Capabilities*, *supra* (“[P]owered by live device data,” SMRT IQ allows
landlords to “replace manual reporting with immediate intelligence that anyone can access
without analytics training.”).

1 input, SMRT IQ users ask a question and receive a real-time answer powered by live data from
2 connected smart devices.” SmartRent explains that SMRT IQ’s conversational, prompt-based
3 interface will “remove the friction” of accessing data that “has always been available” to
4 landlords that require tenants to use its systems.⁵¹

5 84. Among the “key features” advertised is the ability for landlords to isolate data for
6 a particular resident’s home, performing “granular drilldowns at the **unit**, building, or portfolio
7 level.”⁵²

8 85. One example of a prompt for the conversational AI that SmartRent suggests to
9 landlords is: “Which units exceed the community’s average HVAC use by more than 50%?”⁵³
10 This suggestion underscores the invasive character of SMRT IQ (and the analytics reports that
11 EQR has always received), because some tenants may prefer an especially warm (or cool) home
12 for any number of highly personal reasons, including for medical reasons or a disability. In
13 addition to intruding into matters that are no business of any landlord, the SmartRent systems
14 allow EQR to target Tenant Plaintiffs for what it may perceive as undesirable use of the HVAC
15 systems based on real-time data collected from inside their homes.

16 2. The Integration of In-Home Data with Other EQR Tracking

17 86. On information and belief, the method that EQR uses to access data generated by
18 SmartHome systems inside Tenant Plaintiffs’ homes is by integrating data feeds from SmartRent
19 directly into EQR’s pre-existing property management and customer relationship management
20 software tools. SmartRent advertises that its “end-to-end smart home solutions seamlessly
21 integrate with a wide range of smart home hardware, as well as with most property management
22 and CRM tools.”⁵⁴ SmartRent says that such integrations enable “centralized management of
23 residents, prospects, access control, and automation.”⁵⁵

25 ⁵¹ *Id.*

26 ⁵² *Id.* (emphasis added).

27 ⁵³ *Id.*

28 ⁵⁴ *Homepage*, SmartRent, www.smartrent.com.

⁵⁵ SmartRent, 2024 10K, <https://d18rn0p25nwr6d.cloudfront.net/CIK-0001837014/8da776ce-ab3c-4421-b777-775b0c73d3c7.pdf>.

1 87. In addition to providing ready access to the data that SmartRent collects and
2 related insights, SmartRent supports “Integrations” with other third party services, which it says
3 “offer a holistic integrated solution that includes enterprise software, hardware, and resident
4 applications.”⁵⁶ Anyone Home, RealPage, and Brivo, which EQR uses as discussed above, are
5 among nearly two dozen existing “Partners/Integrations” that SmartRent systems support.
6 Additional technology providers that can integrate data collected by their technologies with data
7 SmartRent collects include GE, which operates “smart” appliances and lighting; and Ring, an
8 Amazon-owned company that operates connected monitoring equipment such as cameras, contact
9 sensors, and motion sensors.⁵⁷

10 **D. Defendants’ Motivations for Imposing Surveillance Living Conditions**

11 88. Both EQR and SmartRent unlawfully purport to impose these living conditions—
12 where the landlord and a profit-seeking surveillance technology company accumulate and analyze
13 a constant stream of detailed information about activities inside the home—as mandatory “terms”
14 that tenants must accept.

15 89. SmartRent claims to have rights, through the Privacy Policy associated with the
16 SmartRent systems that EQR imposed on Tenant Plaintiffs, to retain “activities and information
17 collected by or within the App and Services, such as turning lights on and off, temperature
18 settings, leak monitoring, photographs, parking, movement throughout the Property, access to
19 public and private areas of the Property.”⁵⁸ It purports to have rights, when tenants use the App
20 necessary to access features of the systems, to collect “unique identifiers; session details, system
21 details, telemetry data, device name and model; operating system type, name, and version.”⁵⁹ It
22 asserts purported rights to use all of the data it receives as well as any that a landlord chooses to
23 integrate with SmartRent systems, from in-home smart lighting, to access control services in other
24 areas of a property such as the laundry room and garage.⁶⁰ SmartRent’s Privacy Policy further

25 ⁵⁶ *Id.*

26 ⁵⁷ *Hardware & Software Integrations*, SmartRent, [https://smartrent.com/integrations-](https://smartrent.com/integrations-partnerships/)
27 *partnerships/*.

27 ⁵⁸ SmartRent Technologies, Inc. Privacy Policy, *supra*.

28 ⁵⁹ *Id.*

28 ⁶⁰ *Id.* (“Our App & Services Collect . . . activities and information collected by or within the App

1 asserts that SmartRent can give all data on the Tenant Plaintiffs to EQR and others, *e.g.*: “[i]f you
2 are a Tenant or a guest, we may share information with the Landlord and other third parties to
3 monitor the condition and safety of the apartment and the Property.”⁶¹

4 90. SmartRent obtains and shares Tenant Plaintiffs’ information because it is
5 profitable for SmartRent to do so. Its revenues come, primarily, from enabling “property owners
6 and property managers to have visibility and control over assets [*i.e.*, apartment homes].”⁶²
7 SmartRent charges for access to the data and insights it generates on a recurring basis, collecting
8 “subscription fees . . . to provide access to one or more of our software applications . . . including
9 access controls, asset monitoring, WiFi, and related services.”⁶³

10 91. EQR, for its part, states in its Privacy Policy that EQR has the right to receive
11 tenants’ information “from [its] service providers” as well as “other businesses.”⁶⁴ That privacy
12 policy further states that EQR “may use the Personal Information” of tenants for a wide variety of
13 purposes, including operating their business, performing internal research, advertising and
14 marketing, and for “corporate restructuring purposes.”⁶⁵

15 92. Like SmartRent, EQR acknowledges that its motivations for “Smart Home”
16 installations are to make money and to gain insights about its residents that it can use to guide
17 future endeavors, *i.e.*, “revenue generating and initiative enabling.”⁶⁶ It touts its ability to achieve
18 “cost containment and revenue enhancement through AI, advanced analytics and innovation.”⁶⁷

19
20
21
22
23 and Services, such as turning lights on and off, temperature settings, leak monitoring,
24 photographs, parking, movement throughout the Property, access to public and private areas of
the Property.”).

25 ⁶¹ *Id.*

26 ⁶² SmartRent 2024 10K, *supra*, p. 3.

27 ⁶³ *Id.*

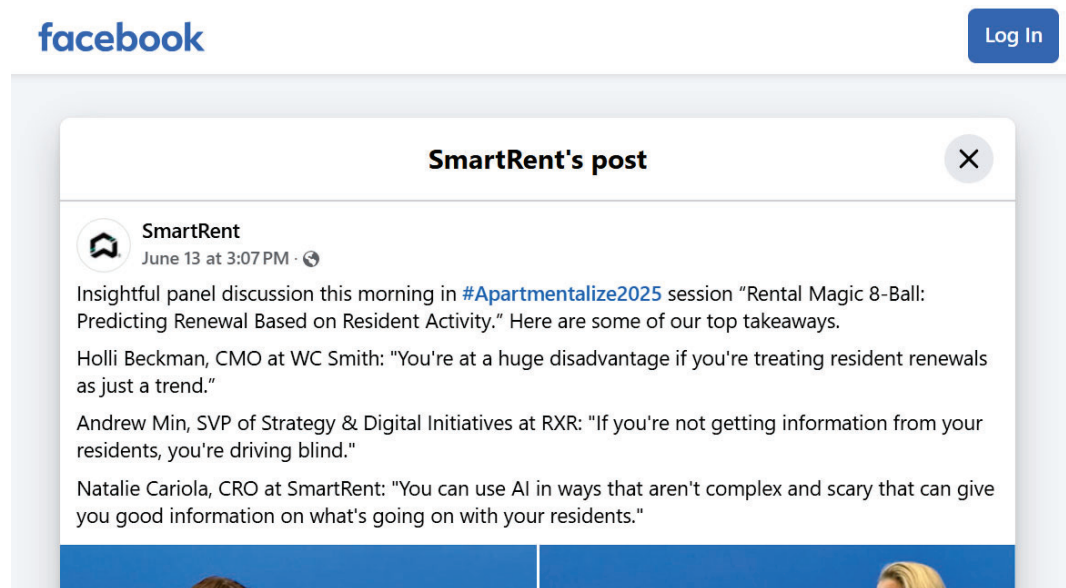
28 ⁶⁴ *Equity Residential State Privacy Notice*, Equity Apartments, *supra*.

⁶⁵ *Id.* at Section II (titled “Use of Personal Information”).

⁶⁶ Equity Residential, *Investor Presentation March 2024*, *supra*, at 38.

⁶⁷ Equity Residential, *Investor Presentation May 2025*, *supra*, at 10 (emphasis added).

1 93. Indeed, within the corporate multifamily home rental industry, a disregard for
2 tenants' privacy rights inside their home—in favor of emphasizing what landlords can learn from
3 monitoring their tenants; how they can use the information; and the profitability of doing so—has
4 grown increasingly brazen in recent years. At a 2025 conference in Las Vegas, for example,
5 SmartRent participated in a panel titled “Rental Magic 8-Ball: Predicting Renewal Based on
6 Resident Activity.” SmartRent posted about the panel on Facebook, noting that the company’s
7 “top takeaways” from the discussion included that “if [landlords are] not getting information from
8 [their] residents, [they are] driving blind,” and landlords “can use AI . . . [for] good information
9 on what's going on with your residents.”



20 94. Even as it touts the value of “good information on what’s going on with” the
21 residents of properties such as EQR’s, SmartRent attempts to obfuscate the scope of its
22 surveillance when such residents inquire. In response to Plaintiff Phua’s request for information
23 under the California Consumer Privacy Act, California Civil Code §1798.110, SmartRent
24 provided only the following information: Plaintiff Phua’s first and last name, his phone number,
25 his email address, his street address, and the IP address Plaintiff Phua last signed in from. This is
26 despite Plaintiff Phua’s use of the SmartRent App for months. Beyond the generic reservations of
27 rights in its lease and policies, EQR has never disclosed to any Tenant Plaintiff that it receives
28

1 information from the SmartRent devices in their homes, nor that it uses insights derived from that
2 information.

3 95. The SmartRent systems themselves are similarly misleading with respect to the
4 information that SmartRent collects and retains. Through the app, the tenant is shown only the
5 most recent setting or action associated with a given device and the past 30 days of activity for
6 each device, suggesting that no further data is retained in SmartRent’s systems. SmartRent’s use
7 of tenant data discussed herein, however, demonstrates that it retains detailed information far
8 longer than 30 days, and that insights derived from the data can persist indefinitely into the future.

9 96. In sum, Defendants have transformed the sanctity of tenants’ homes into sites of
10 ongoing surveillance and data extraction, imposed as a non-negotiable condition of tenancy and
11 motivated by profit rather than necessity. Through exploitative and unlawful practices—including
12 concealing the true scope of their monitoring, misrepresenting the nature and purpose of the
13 SmartRent systems, and prioritizing revenue over the privacy, safety, and autonomy of
14 residents—Defendants have deprived Tenant Plaintiffs of the fundamental expectation that one’s
15 home is a place of refuge from intrusion.

16 **V. CAUSES OF ACTION**

17 **FIRST CLAIM FOR RELIEF**

18 **Violation of Article 1 Section 1 of the California Constitution**

19 **(All Plaintiffs Against All Defendants)**

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

22 98. Article I, section 1 of the California Constitution provides: “All people are by
23 nature free and independent and have inalienable rights. Among these are enjoying and defending
24 life and liberty, acquiring, possessing, and protecting property and pursuing and obtaining safety,
25 happiness, *and privacy*.” The phrase “*and privacy*” was added by the “Privacy Initiative” adopted
26 by California voters in 1972.

27 99. The addition of the phrase “and privacy” occurred after voters approved a
28 proposed constitutional amendment designated as Proposition 11. Proposition 11 was intended to

1 curb businesses' control over the unauthorized collection and use of peoples' personal
2 information, as the ballot argument stated. The ballot argument in 1972 described the right as
3 follows:

4 The right of privacy is the right to be left alone. It is a fundamental and compelling
5 interest. It protects *our homes*, our families, thoughts, our emotions, our expressions,
6 our personalities, our freedom of communion, and our freedom to associate with the
7 people we choose. It prevents government and business interests from collecting and
8 stockpiling unnecessary information about us and from misusing information
gathered for one purpose in order to serve other purposes or to embarrass us.
Fundamental to our privacy is the ability to control the circulation of personal
information.⁶⁸

9 That ballot argument demonstrates that the voters' intent was to ensure a right of privacy in one's
10 home. *Adamson*, 27 Cal. 3d at 130.

11 100. This amended constitutional provision addresses the concern over accelerating
12 encroachment on personal freedom and security caused by increasing surveillance and data
13 collection activity in modern times. Its proponents meant to afford individuals more measures of
14 protection against this most modern threat to personal privacy.⁶⁹ In recognizing these privacy
15 rights, the California Constitution provides insight into and serves to define the nature of the
16 reasonable expectation of privacy of an objectively reasonable California resident. In violation of
17 the California Constitution and the reasonable expectation of privacy of California residents,
18 Defendants monitor Tenant Plaintiffs' in-home activities and harvest their data, forcing Plaintiffs
19 to live under constant surveillance.

20 101. The Tenant Plaintiffs and the tenants represented by the San Francisco Tenants
21 Union have a reasonable expectation of privacy in the sanctuary of their homes and the details of
22 their daily life against monitoring and surveillance by their landlords and their landlords' business
23 partners. As the First District Court of Appeal wrote in *Tom v. City and County of San Francisco*,

24 ⁶⁸ Ballot Pamp., Proposed Stats. & Amends. To Cal. Const. With Arguments to Voters. Gen.
25 Election *26 (Nov. 7, 1972) (emphasis added), [https://www.law.berkeley.edu/wp-](https://www.law.berkeley.edu/wp-content/uploads/2023/10/Voter-Information-Guide-for-1972-General-Election.pdf)
26 [content/uploads/2023/10/Voter-Information-Guide-for-1972-General-Election.pdf](https://www.law.berkeley.edu/wp-content/uploads/2023/10/Voter-Information-Guide-for-1972-General-Election.pdf).

27 ⁶⁹ *Id.* ("Computerization of records makes it possible to create 'cradle-to-grave' profiles of every
28 American. At present there are no effective restraints on the information activities of government
and business. This amendment creates a legal and enforceable right of privacy for every
Californian."); see also Nicole A. Ozer, *Golden State Sword: The History and Future of California's*
Constitutional Right to Privacy to Defend and Promote Rights, Justice, and Democracy in the Modern
Digital Age, 39 BERKELEY TECH. L.J. 963 (2024).

1 120 Cal. App. 4th 674, 684 (2004), “it is obviously reasonable to expect privacy in one’s own
2 home.” “No reasonable person would consent to having neighbors or other unwanted persons
3 wandering through one’s home or occupying it.” *Id.* “[T]he home,” *Tom* continued, “has
4 traditionally been subject to the highest protection against intrusions.” *Id.* And moreover, “the
5 presence or absence of opportunities to consent voluntarily to activities impacting privacy
6 interests obviously affects the expectations of the participant.” *Id.*

7 102. As set forth above, tenants and guests in the EQR Properties were subject to
8 surveillance without their consent.

9 103. Defendants’ collection, sharing, and use of information associated with the
10 electronic devices forcibly installed in people’s homes is highly offensive to a reasonable person
11 and constitutes an egregious breach of social norms. Society expects that people will be treated
12 with dignity and respect even if they do not own the homes they live in, and that nobody will be
13 denied the established right to control dissemination of information about their day-to-day
14 activities in their private homes to third parties. People cannot live with dignity, autonomy,
15 privacy, and safety if the sanctuary of their home becomes the site of persistent surveillance of
16 their movements, their associations, and their behavior. Defendants’ forcible intrusions into
17 tenants’ homes alleged herein are egregious.

18 104. Defendants’ surveillance of the Tenant Plaintiffs and members of the Tenants
19 Union poses a threat to their informational privacy and autonomy privacy interests under Article
20 I, Section 1. *Hill*, 7 Cal. 4th at 35 (recognizing interests in precluding the dissemination or misuse
21 of sensitive and confidential information, and in making intimate personal decisions or
22 conducting personal activities without observation, intrusion, or interference).

23 105. The privacy harm associated with the presence of electronic devices in the home
24 exceeds that of a natural person being present in the space of the home, which the Courts have
25 recognized violates constitutional autonomy privacy rights. *Tom*, 120 Cal. App. 4th at 674.
26 Electronic devices are ever-present, they never tire, and their detailed memories never degrade.

27 106. Moreover, once information is collected by an electronic device and held by a
28 landlord or a landlord’s business partner, that information is subject to an unfathomable array of

1 potential uses and abuses, from data breaches, to training new landlord “Artificial Intelligence”
2 technology that could be used to harm tenants, to sharing and selling people’s personal
3 information to a shadowy network of data brokers, advertising companies, and scammers. These
4 further misuses represent the modern manifestation of the ballot initiative that added Article I,
5 section 1 to the California constitution, which cautioned against “business interests . . . collecting
6 and stockpiling unnecessary information about us and . . . misusing information gathered for one
7 purpose in order to serve other purposes or to embarrass us.” Tenant Plaintiffs have no way of
8 knowing how their specific activities have been tracked, analyzed, and monetized. The California
9 Constitution created an inalienable right to be free from pervasive electronic surveillance. It is
10 flatly inconsistent with this inalienable privacy right for people to accept these risks as the cost of
11 having a roof over their head.

12 107. The right to privacy in California’s constitution creates a right of action for
13 California residents against private entities like Defendants.

14 108. Defendants’ forced installation of electronic devices in the Tenant Plaintiffs’
15 homes and the homes of Tenants Union members violated Plaintiffs’ right to privacy as protected
16 by Article I, Section 1 of the California Constitution.

17 **SECOND CLAIM FOR RELIEF**

18 **Common Law Intrusion Upon Seclusion**

19 **(All Plaintiffs Against All Defendants)**

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

22 110. Defendants’ forced installation of surveillance devices in Tenant Plaintiffs’ homes
23 and the homes of tenants represented by the Plaintiff Tenants Union without their consent
24 constitutes an invasion of privacy. This invasion meets all the elements of the California common
25 law tort of intrusion upon seclusion.

26 111. Restatement (Second) of Torts § 652B (1977) establishes that “[o]ne who
27 intentionally intrudes, physically or otherwise, upon the solitude or seclusion of another or his
28 private affairs or concerns, is subject to liability to the other for invasion of his privacy, if the

1 intrusion would be highly offensive to a reasonable person.”⁷⁰ The form of an intrusion may be
2 physical, such as “when the defendant . . . insists over the plaintiff’s objection in entering his
3 home” or sensory, such as when the defendant uses “mechanical aids, to oversee or overhear the
4 plaintiff’s private affairs.”⁷¹ Whether intrusion is “highly offensive to a reasonable person” is a
5 multifactor analysis that considers “the degree of intrusion, the context, conduct and
6 circumstances surrounding the intrusion as well as the intruder’s motives and objectives, the
7 setting into which he intrudes, and the expectations of those whose privacy is invaded.”⁷² For
8 example, places where “highly personal, intimate activities or events might very well” affect the
9 level of “offensiveness.”⁷³

10 112. The Tenant Plaintiffs and the tenants represented by the San Francisco Tenants
11 Union have a reasonable expectation of privacy in the sanctuary of their homes.

12 113. Through their conduct described herein, Defendants have intentionally intruded,
13 physically and otherwise, upon the solitude and seclusion of Plaintiffs and their private affairs in
14 a manner that is highly offensive to a reasonable person. Defendants’ intrusion involved physical
15 installation of mechanical aids to record and invade spaces where Plaintiffs have reasonable
16 expectations of privacy and improper use of information in which Plaintiffs have a reasonable
17 expectation of privacy.

18 114. A reasonable person would find Defendants’ acts in monitoring, analyzing, and
19 using data concerning the electronic devices forcibly installed in Plaintiffs’ homes, as alleged,
20 highly offensive, because it reveals tenants’ daily routines and habits such as when they leave for
21 work, arrive home, have expected or unexpected visitors, child or pet care, or go on vacation.

24 ⁷⁰ California courts rely on Restatement (Second) of Torts § 652B (1977) in their analysis of
25 intrusion upon seclusion. *See Taus v. Loftus*, 40 Cal. 4th 683, 724 (2007) (“California decisions
26 have adopted the formulation of the intrusion-into-private-matters tort set forth in section 652B of
the Restatement (Second) of Torts”).

27 ⁷¹ *Id.* cmt. b.

28 ⁷² *Miller v. Nat’l Broad. Co.*, 187 Cal. App. 3d 1463, 1483-84 (Ct. App. 1986).

⁷³ *Id.* at 1484; *see Vescovo v. New Way Enters., Ltd.*, 60 Cal. App. 3d 582, 587 (Ct. App. 1976)
(holding plaintiff’s “right to privacy ha[d] been violated in that said plaintiff’s *physical solitude*
and home ha[d] been wrongfully invaded” (emphasis added)).

1 **THIRD CLAIM FOR RELIEF**

2 **Breach of Covenant of Quiet Enjoyment**

3 **(Tenant Plaintiffs Against Vista, Potrero 1010, and SoMa Square Defendants)**

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

6 116. As owners of the Vista 99 Apartments, Vista Defendants owed Plaintiff Phua a
7 duty of care.

8 117. Vista Defendants entered into a lease agreement with Plaintiff Phua to rent an
9 apartment in the Vista 99 complex and collected rent from him. That lease provided for Plaintiff
10 Phua to rent an apartment in the Vista 99 complex and also entitled him to use laundry, parking,
11 and utilities as specified in the lease.

12 118. As owners of the Potrero 1010 Apartments, Potrero 1010 Defendants owe Plaintiff
13 Solis a duty of care.

14 119. Potrero 1010 Defendants entered into a lease agreement with Plaintiff Solis and
15 collect rent from him. That lease provided for Plaintiff Solis to rent an apartment in the Potrero
16 1010 complex and also entitled him to use laundry, parking, and utilities as specified in the lease.

17 120. As owners of the SoMa Square Apartments, SoMa Square Defendants owe
18 Plaintiff Diestel a duty of care.

19 121. SoMa Square Defendants entered into a lease agreement with Plaintiff Diestel and
20 collect rent from her. That lease provides for Plaintiff Diestel to rent an apartment in the SoMa
21 Square complex and also entitles her to use laundry, parking, and utilities as specified in the lease.

22 122. Tenant Plaintiffs' residential lease agreements contain an implied covenant of
23 quiet enjoyment, wherein Vista, Potrero 1010, and SoMa Square Defendants promised to provide
24 peace and quiet enjoyment.

25 123. Vista, Potrero 1010, and SoMa Square Defendants breached their contractual
26 duties, including the implied covenant of quiet enjoyment, by engaging in and/or permitting acts
27 and omissions that substantially interfere with each Tenant Plaintiff's use and enjoyment of the
28 premises, including but not limited to:

- 1 a. Installing and subjecting Tenant Plaintiffs to mandatory, intrusive
2 surveillance technologies that monitor activities inside the home;
- 3 b. Constructively entering or causing entry into the premises on a regular
4 basis without proper notice or lawful justification;
- 5 c. Creating and failing to address persistent conditions that unreasonably
6 disrupted habitability and privacy; and/or
- 7 d. Using data concerning Tenant Plaintiffs' activities in the home in ways that
8 interfered with Tenant Plaintiffs' privacy and right to peaceful occupancy.

9 124. Tenant Plaintiffs have met all their obligations under their lease agreements,
10 including the duty to pay rent.

11 125. Vista, Potrero 1010, and SoMa Square Defendants knew or could have known
12 with reasonable diligence about the invasions of privacy and nuisance conditions at the
13 Properties. Vista, Potrero 1010, and SoMa Square Defendants have ignored and failed to abate the
14 invasions of privacy and nuisance conditions, instead actively causing them to persist.

15 126. Vista, Potrero 1010, and SoMa Square Defendants have forced Tenant Plaintiffs to
16 live with persistent nuisances and disruptions to their quiet enjoyment, despite having the ability
17 to remedy these issues.

18 127. As a direct and proximate result of Defendants' breaches of the covenant of quiet
19 enjoyment, Tenant Plaintiffs suffered damages, including but not limited to: loss of enjoyment of
20 their rental units, invasions of privacy, leaseholds worth substantially less than rent paid, property
21 damage, and out-of-pocket expenses.

22 128. Tenant Plaintiffs are entitled to recover actual damages, consequential damages,
23 and other relief permitted by law, including attorney's fees where authorized.

24 ///

25 ///

1 **FOURTH CLAIM FOR RELIEF**

2 **Private Nuisance**

3 **(Tenant Plaintiffs Against Vista, Potrero 1010, and SoMa Square Defendants)**

4 129. Tenant Plaintiffs incorporate by reference all preceding paragraphs as though fully
5 set forth herein.

6 130. At all relevant times, Tenant Plaintiffs were lawful occupants of residential
7 premises owned, managed, or controlled by EQR Defendants.

8 131. Tenant Plaintiffs leased their units from Vista, Potrero 1010, and SoMa Square
9 Defendants, who own and manage their units.

10 132. Vista, Potrero 1010, and SoMa Square Defendants, by acting or failing to act, have
11 created conditions that are and were harmful to health, indecent and offensive to the senses, and
12 an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life
13 and property.

14 133. Vista, Potrero 1010, and SoMa Square Defendants have engaged in and/or
15 permitted conduct that have interfered with Tenant Plaintiffs' use and enjoyment of the
16 Properties, including:

17 a. Installing, operating, and subjecting Tenant Plaintiffs to mandatory,
18 intrusive surveillance technologies that monitor activities inside tenants' homes;

19 b. Using, sharing, or failing to safeguard tenant data in a manner that caused
20 loss of privacy;

21 c. Constructively entering or causing entry into the premises on a regular
22 basis without proper notice or lawful justification; and/or

23 d. Creating and failing to address persistent conditions that unreasonably
24 disrupted habitability and privacy.

25 134. Vista, Potrero 1010, and SoMa Square Defendants' conduct in acting and failing to
26 act was negligent or reckless.

27 135. Tenant Plaintiffs did not consent to Vista, Potrero 1010, and SoMa Square
28 Defendants' acts and failures to act.

136. An ordinary person would be reasonably annoyed and disturbed by Vista, Potrero 1010, and SoMa Square Defendants' conduct.

137. Vista, Potrero 1010, and SoMa Square Defendants harmed Tenant Plaintiffs, and Tenant Plaintiffs suffered from leaseholds worth substantially less than rent paid, bodily injury, property damage, property loss, out-of-pocket expenses, annoyance and discomfort, emotional distress, and loss of use and enjoyment of their rental homes.

138. Vista, Potrero 1010, and SoMa Square Defendants' conduct was a substantial factor in causing Tenant Plaintiffs' harm.

139. There was no public benefit to Vista, Potrero 1010, and SoMa Square Defendants' conduct.

140. For Plaintiff Diestel who continues to reside in EQR properties, the nuisance is ongoing and continuing in nature so long as EQR persists in its conduct or fails to abate the conditions described above. For those Tenant Plaintiffs who have since vacated the premises, the nuisance existed and caused harm throughout the duration of their tenancy.

141. Vista, Potrero 1010, and SoMa Square Defendants' conduct warrants an award of punitive damages because these defendants were willful, malicious, and oppressive. These defendants knew nuisance conditions existed at the Properties, had the ability to abate the conditions, and did nothing.

FIFTH CLAIM FOR RELIEF

Tenant Harassment in Violation of the San Francisco Rent Ordinance
(Plaintiff Tenants Union and Plaintiff Diestel Against San Francisco EQR Defendants and
Defendant SmartRent)

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

143. Under San Francisco Rent Ordinance section 37.10B, no landlord or landlord agent shall harass a tenant in any of fourteen enumerated ways.

144. San Francisco EQR Defendants and Defendant SmartRent, acting as their agent, violated San Francisco Rent Ordinance section 37.10B by, among other conduct:

1 a. Interfering with Plaintiff Elana Diestel’s right to quiet use and enjoyment
2 of a rental housing unit and that of Plaintiff Tenants Union members living in EQR-owned
3 apartments;

4 b. Interfering with Plaintiff Elana Diestel’s right to privacy and that of
5 Plaintiff Tenants Union members living in EQR-owned apartments; and/or

6 c. Engaging in other repeated acts or omissions of such significance as to
7 substantially interfere with or disturb Plaintiff Elana Diestel’s comfort, repose, peace or quiet, and
8 that of Plaintiff Tenants Union members living in EQR-owned apartments, that were likely or
9 intended to cause Plaintiff Elana Diestel and Plaintiff Tenants Union members to waive rights in
10 relation to their tenancies.

11 145. San Francisco EQR Defendants and Defendant SmartRent did these acts in bad
12 faith and in knowing violation or reckless disregard of the San Francisco Rent Ordinance.

13 146. San Francisco EQR Defendants and Defendant SmartRent have interfered with the
14 privacy rights of Plaintiffs Elana Diestel, and members of the Plaintiff Tenants Union residing in
15 San Francisco in bad faith by deceptively omitting the full scope of data collected by the
16 SmartRent App in tenant disclosures; misleading tenants by stating in privacy policies that
17 information is collected while suggesting SmartRent is no longer in possession of that
18 information by refusing to include it in access requests; misrepresenting SmartRent devices as
19 “amenities” provided for tenant benefit while deploying them primarily to maximize landlord
20 revenue without regard for tenants’ privacy, safety, or well-being; invoking “security” as a
21 justification for the devices while in fact creating new vulnerabilities and showing no genuine
22 concern for tenants’ safety; concealing the indefinite retention and resale potential of tenant data
23 by designing the SmartRent App to show only limited recent history; bulldozing tenant resistance
24 by making SmartRent systems a mandatory condition of tenancy despite knowing tenants
25 objected; and knowingly exploiting the imbalance of power in California’s rental housing market
26 to deny tenants meaningful choice or consent.

27 147. As a proximate result of San Francisco EQR Defendants’ and Defendant
28 SmartRent’s conduct, Plaintiffs Elana Diestel suffered from mental injury, emotional distress,

1 including but not limited to stress, worry, and anxiety, out-of-pocket costs, property loss, and
2 statutory penalties.

3 148. As a proximate result of San Francisco EQR Defendants' and Defendant
4 SmartRent's conduct, Plaintiffs Elana Diestel, and Tenants Union suffered from statutory
5 penalties, attorney fees, and litigation costs.

6 **VI. PRAYER FOR RELIEF**

7 149. Plaintiffs respectfully request this Court grant the following relief:

8 A. Enter a declaratory judgment in favor of Plaintiff Tenants Union and
9 Tenant Plaintiffs that Defendants' conduct constitutes an invasion of the right to privacy
10 guaranteed by Article I, Section 1 of the California Constitution, and the California common law
11 of privacy;

12 B. Enter judgment in favor of Tenant Plaintiffs against Defendants and award
13 damages, including damages for emotional distress, property loss, statutory damages, punitive
14 damage, and/or nominal damages, to the Tenant Plaintiffs in an amount according to proof at
15 trial, including interest thereon;

16 C. Enter judgment in favor of Tenant Plaintiffs against Vista, Potrero 1010,
17 and SoMa Square Defendants and award damages, including damages for bodily injury, property
18 damage and annoyance and discomfort, to the Tenant Plaintiffs in an amount according to proof
19 at trial, including interest thereon;

20 D. Award injunctive relief prohibiting Defendants from violating tenant
21 privacy rights as alleged herein, of Plaintiff Diestel and members of Plaintiff Tenants Union,
22 including prohibiting Defendants from collecting information from tenants' homes via
23 SmartHome systems, processing, using or otherwise analyzing that information, and exploiting
24 that information in violation of the law;

25 E. Award reasonable attorneys' fees and costs pursuant to CAL. CIV. PROC.
26 CODE §§ 1021 and 1021.5, and any other applicable law;

27 F. Award pre-judgment and post-judgment interest, as provided by law; and

28 G. All other such relief the Court deems just and proper under the

1 circumstances.

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3 Date: December 4, 2025

Respectfully Submitted,



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