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SMARTRENT TECHNOLOGIES, INC.

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. CGC-25-631212

REPLY IN SUPPORT OF DEFENDANT SMARTRENT TECHNOLOGIES, INC.'S MOTION TO COMPEL ARBITRATION AND STAY PROCEEDINGS PENDING ARBITRATION

[*Filed Concurrently with the Reply Declaration of Matt Lorey*]

Action Filed: December 4, 2025
Trial Date: None

DATE: April 29, 2026
TIME: 9 a.m.
DEPT.: 302

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I. INTRODUCTION

Plaintiffs' Opposition advances three central arguments: (1) that SmartRent has not proven the existence of an arbitration agreement; (2) that Plaintiffs' lease with Equity, rather than SmartRent's Terms of Service ("ToS") govern use of SmartRent's App; and (3) that the arbitration provision is unconscionable. Each argument fails.

SmartRent established prima facie evidence of valid arbitration agreements through its Motion and supporting declarations. Each Resident Plaintiff had clear and conspicuous notice of the ToS containing the arbitration provision, and no Plaintiff has submitted contradictory evidence, or a sworn denial of assent. The Equity lease and the ToS involve different subject matters and different parties, creating no conflict for this Court to resolve. Plaintiffs' use of the SmartRent App was entirely optional, and nothing about the ToS or arbitration provision is unconscionable. The arbitration provision delegates the question of arbitrability to the arbitrator. Finally, equitable estoppel compels Plaintiff Union to arbitrate the claims inextricably intertwined with the ToS.

II. PLAINTIFFS ENTERED A VALID ARBITRATION AGREEMENT

Plaintiffs' Opposition does nothing to rebut the existence of a valid arbitration agreement. SmartRent produced "'prima facie evidence of a written agreement to arbitrate the controversy'" (*Gamboa v. Northeast Community Clinic* (2021) 72 Cal.App.5th 158, 165). SmartRent also produced evidence that each Resident Plaintiff (and the vast majority of residents the Plaintiff Union claims to represent) agreed to SmartRent's ToS. (*Condee v. Longwood Mgmnt. Corp.* (2001) 88 Cal.App.4th 215, 218-219 [on a motion to compel arbitration, the Court is only required to make a finding of the agreement's existence].)

With that initial burden met, the burden shifted to Plaintiffs to produce evidence to challenge the authenticity of the agreement or their acceptance of it—but they do not. (*Condee, supra,* 88 Cal.App.4th at p. 219.) Notably absent from Plaintiffs' Opposition is a declaration from Plaintiff Phua, Solis, or Diestel stating under oath that they did not check a box affirming agreement to SmartRent's ToS, did not see the prominently displayed "Terms of Service" or "Privacy Policy," did not register for or use the App, or did not see the pop-up ToS updates — i.e., **the Opposition puts forth *no evidence* to suggest the Resident Plaintiffs did not agree to**

SmartRent's Terms of Service. (See also Compl. ¶ 65 [asserting Plaintiffs used the app, necessarily implying their agreement to the TOS].)

Unable to challenge the authenticity of the Terms of Service or produce any evidence that Plaintiffs did not agree to them, Plaintiffs instead advance the proposition that they had "no reason to expect" contractual terms when they downloaded an app from an app store, created an account and password on a technology platform, affirmatively checked a box next to prominently displayed "Terms of Service" and "Privacy Policy" hyperlinks, and continued using that platform for years—**including through in-app pop-up notices requiring acceptance of updated ToS.** This argument is undermined by both the law and the facts.

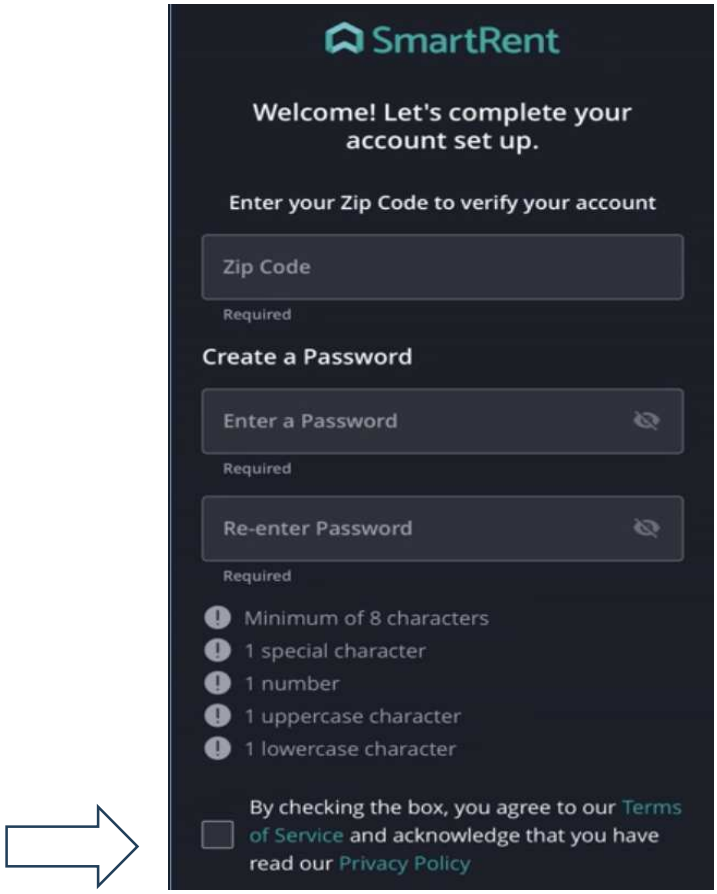
Plaintiffs acknowledge the SmartRent App sign-up process entails a clickwrap agreement, an online agreement mechanism that is routinely enforced by courts. (*B.D. v. Blizzard Entertainment, Inc.* (2022) 76 Cal.App.5th 931, 944; *Keebaugh v. Warner Bros. Entertainment Inc.* (9th Cir. 2024) 100 F.4th 1005.) In the context of online transactions, the terms of an agreement are binding if the website put a reasonably prudent user on notice of the terms of the contract. (*Garcia v. Enterprise Holdings, Inc.* (N.D. Cal. 2015) 78 F.Supp.3d 1125, 1137.)

Plaintiffs resort to arguing that no assent to the Terms of Service was possible because they had no reason to expect they were entering into a contractual relationship with SmartRent when they created accounts on the SmartRent App. To support this proposition, Plaintiffs rely on *Sellers v. JustAnswer LLC* (2021) 73 Cal.App.5th 444, which involved a "sign-in wrap" agreement, a fundamentally different assent mechanism than the clickwrap agreement at issue here, and arose in a transactional context that bears no resemblance to Plaintiffs'—uncontested—registration with and continued use of SmartRent App.

The *Sellers* court denied enforcement of a webpage sign-in wrap in which a user's act of merely clicking "Start my trial" was asserted to constitute assent to terms referenced only in small print not immediately adjacent to the button. (*Id.*) Unlike here, the *Sellers* user was never asked to affirmatively acknowledge the terms with a clickbox. The *Sellers* court found the notice inadequate because it was presented in very small print, located outside the primary area of focus, and lacked "contrasting colors or prominent formatting" to draw attention to the hyperlink. (*Id.*, at

473.)

SmartRent's clickwrap is nothing like the *Sellers* sign-in wrap. As shown below, SmartRent requires residents to affirmatively check a box before they can proceed with registration. (Lorey Decl., ¶ 4.) If a resident attempts to proceed without checking the box, they receive an error notification. (*Id.*, ¶¶ 4, 7.) The text directly beside the checkbox at the time each Resident Plaintiff assented stated: "By checking the box, you agree to our Terms of Service and acknowledge that you have read our Privacy Policy." (*Id.*, ¶¶ 6, Ex. 2). Courts consistently recognize that clickwrap agreements like this one carry a higher degree of enforceability than sign-in wraps because the affirmative act of checking a box "ma[kes] it apparent the consumer



(Lorey Decl. ¶ 6, Ex. 2.)

was assenting to those very terms." (*Sellers*, 73 Cal. App.5th at p. 461; *B.D.*, 76 Cal. App.5th at p. 944.) Moreover, here—unlike in *Sellers*—Plaintiffs clearly had an expectation of a continued relationship with SmartRent. Residents, including named Plaintiffs, downloaded the SmartRent App to control their smart home devices. This was not a one-off transaction, but an act to create

an account on a platform for ongoing use, including controlling home devices, receiving service updates, and managing access credentials. Courts agree, a "prudent internet user" who downloads "an app to [their] own device . . . necessarily anticipates ongoing access to that app." (*Keebaugh*, *supra*, 100 F.4th at p. 1020.)

Applying the *Sellers* factors only reinforces the fact that SmartRent's clickwrap is enforceable. On each SmartRent sign-up page, the SmartRent logo appears prominently at the top of the screen, and the contrasting colors, visual cues, and prominent formatting make clear that residents are signing up for the SmartRent App, not extending their lease with Equity. The checkbox and accompanying text appear on an uncluttered screen, where the hyperlinks to the Terms of Service are prominent and unobscured by other design elements. At the time of each Resident Plaintiff's initial sign-up to the SmartRent app, the actively hyperlinked text "Terms of Service" was capitalized and displayed in teal against a neutral background. (Lorey Decl., ¶ 6; Reply Declaration of Matt Lorey ("Lorey Reply Decl."), ¶¶ 4, 5.) [1] These visual cues are precisely the "contrasting colors or prominent formatting" that the *Sellers* court required.

The visual design of the SmartRent App provides notice and clearly signals to a reasonably prudent user that they were engaging with a *separate service* from their residential lease. The App sign-up screens feature SmartRent's distinctive rounded teal logo, teal-colored hyperlinks, and branded SmartRent headings. This is a stark visual contrast to the traditional black-and-white legal contract and boxy Equity logo of Resident Plaintiffs' lease agreements. (Declaration of Melissa Gardner ("Gardner Decl."), Exs. A, B, C.) A user downloading the App and encountering these distinct branding elements would understand they were registering for a SmartRent account governed by SmartRent's own terms, not continuing a step in their landlord's leasing process. Plaintiffs place great emphasis on the pre-registration of residents' SmartRent accounts, framing

[1] The Opposition plays semantic games regarding the description of the hyperlinks and wording of the assent feature of the checkbox. It claims that the "appear as" in the Lorey Declaration leaves room for doubt as to whether the hyperlinks were in fact active, and that statements that Plaintiffs "agreed to" the ToS are vague. SmartRent submits the Lorey Reply Decl. to confirm (once again) the hyperlinks were operable and Plaintiffs assented to the ToS. The declaration does not present new evidence, but merely supplements evidence already presented in the moving papers and addresses specific issues raised for the first time by the Opposition. (*Jay v. Mahaffey* (2013) 218 Cal.App.4th 1522, 1537-1538 [acknowledging exception to general rule and permitting reply declaration that merely "filled gaps" created by opposition papers].)

the clickwrap as "completing the set-up" for an "already-existing" account rather than an independent act of assent. (Opp. at 15.) But Plaintiffs cite no authority for the proposition that pre-registration vitiates a user's affirmative assent to a clickwrap.

At bottom, Plaintiffs' attempt to manufacture some question about assent is undermined by their own Complaint, which concedes that Resident Plaintiffs downloaded, registered for, and used the SmartRent App. (Compl. ¶¶ 46, 64–65.) ***Plaintiffs could not have used the App if they did not assent to the operable Terms of Service.*** (Lorey Decl. ¶ 5.) ***And Plaintiffs do not produce evidence denying these assents occurred.***

In contrast, SmartRent has produced evidence showing the specific dates when each Resident Plaintiff affirmatively clicked to accept the Terms of Service: Plaintiff Solis on April 12, 2023; Plaintiff Phua on June 19, 2024; and Plaintiff Diestel on three separate occasions: May 12, 2023, January 22, 2024, and October 24, 2025. (*Id*., ¶¶10-12; Lorey Reply Decl., ¶¶ 6–9.)

SmartRent and Plaintiffs agree, the Court need not address the 2023 ToS—because both Solis and Diestel are bound by the subsequent 2024 and 2025 terms through continued use and affirmative reacceptance. (Lorey Decl., ¶¶ 10, 12.) Plaintiffs' string of puzzling assertions, made in an effort to overcome the *facts* about Resident Plaintiffs' agreement to the ToS, do not withstand scrutiny. Plaintiffs claim the 2023 ToS is with a nonexistent entity (SmartRent.com *is* Defendant SmartRent), is discretionary and self-negating (it acknowledges exceptions to arbitration, like opt-out), and overridden by its more general provision (its specific arbitration provision governs). (Opp. at 12, 17.)

Even if the 2023 ToS applies (it does not), Plaintiffs' reliance on language in the arbitration provision permitting that changes may be "reject[ed]" "if a dispute between us arises" is unavailing. (Opp. at 12, 15.) Even if Plaintiffs "rejected" post-2023 revisions to the arbitration provision, they would still be subject to the 2023 version, which provides that disputes "shall be resolved by binding arbitration." (*Id*., Lorey Decl., Ex. 11 at p. 10.)

Plaintiffs' contention that SmartRent's evidence of Solis' assent to subsequent ToS terms rests "entirely" on the 2023 ToS's reservation of rights is inaccurate. In addition to the evidentiary record of Solis' clickwrap assent to the 2023 ToS, his undisputed continued use of the SmartRent

App through at least March 2024 *independently* constitutes assent to the updated January 2024 ToS (Compl., ¶ 19; Lorey Decl., ¶¶ 8, 12.)

Plaintiffs do not contest the existence or functionality of the in-app ToS update pop-up, do not argue it provided inadequate notice, and do not submit any declaration from any Plaintiff denying they encountered it. (*See generally* Opp.; Gardner Decl.; *cf.* Lorey Decl., ¶ 8, Ex. 4 [describing the in-app update prompt and attaching screenshot].)

Courts routinely hold that continued use of a service following notice of updated terms is sufficient evidence of consent to those terms, including any arbitration provision. (*Cavalry SPV I, LLC v. Watkins* (2019) 36 Cal.App.5th 1070; See *In re Facebook Biometrics Info. Privacy Litig., supra*, 185 F.Supp. at 1167 ["[P]laintiffs were given adequate notice of the terms in the current user agreement, and the plaintiffs accepted and agreed to the current terms by continuing to use Facebook after receiving that notice"].) Solis' *uncontested* use of the App through at least March 2024 supports the conclusion that he saw and accepted the 2024 ToS.

SmartRent has thus established that each Resident Plaintiff accepted SmartRent's ToS, including its arbitration provision. Plaintiff Solis and Plaintiff Phua are bound by the January 2024 ToS. (Mot. at 8:4-15.) Plaintiff Diestel is bound by the ToS dated September 2025. (*Id*., at 8:16-18.)[2] In short, there is a valid arbitration agreement here.

III. THE GOVERNING TERMS OF SERVICE MANDATE ARBITRATION

a. The Delegation Clause Requires Threshold Issues of Arbitrability be Decided by the Arbitrator

SmartRent's ToS clearly delegate threshold issues of arbitrability to the arbitrator. The ToS arbitration provision requires arbitration "in accordance with [AAA's] Commercial Arbitration Rules" (Lorey Decl., Ex. 9 § 23), which provide that "[t]he arbitrator shall have the power to rule on his or her own jurisdiction, including challenges to the arbitrability of any claim or counterclaim" (*Id.*, Ex. 13 § R-7(a)). By incorporating AAA Rules, "the parties clearly evidenced their intention to accord the arbitrator the authority to determine issues of arbitrability." (*Rodriguez v. Am. Techs., Inc.* (2006) 136 Cal.App.4th 1110, 1123; *Dream Theater, Inc. v. Dream*

[2] The arbitration provisions of the 2024 and 2025 Terms of Service are identical. (Lorey Decl., Exs. 9 § 23, 12 § 23.) Unless otherwise noted, all subsequent references to SmartRent's Terms of Service or "ToS" refer to the September 2025 version.

Theater (2004) 124 Cal.App.4th 547, 557.) The Court's inquiry should end here.

Yet, Plaintiffs seem to contend that the "scope" of the arbitration agreement renders it somehow reviewable by a court. Relying on *Mondragon v. Sunrun Inc.* (2024) 101 Cal.App.5th 592, Plaintiffs argue that incorporation of AAA Rules does not "clearly and unmistakably" delegate arbitrability to the arbitrator. (Opp. at 19.) *Mondragon* is inapplicable. The ambiguity that drove that decision—a PAGA carveout that created *genuine uncertainty* about whether the arbitrator or the court should decide if claims fell within that exception—is entirely absent here. SmartRent's ToS contains no carveouts or exceptions; it unambiguously requires that "*all* disputes…will be resolved *exclusively* and finally by binding arbitration." (Lorey Decl., Ex. 9 § 23.) Plaintiffs fail to identify any comparable ambiguity here warranting further analysis.

b. There is No Conflict Between the Lease and ToS for the Court to Resolve

Plaintiffs invoke *Coinbase, Inc. v. Suski* (2024) 602 U.S. 143 and *Ahern v. Asset Management Consultants, Inc.* (2022) 74 Cal.App.5th 67 asserting the Court must read the ToS and each Plaintiffs' lease agreements with Equity together and resolve a conflict between the lease's forum selection clause and the ToS's arbitration provision. The lease is between Resident Plaintiffs and Equity. The ToS is between Plaintiffs and SmartRent, with Equity as a third-party beneficiary. Because these are separate agreements, there is no conflict for the Court to resolve.

The central issue of *Coinbase* is absent here as it involved two agreements between the same parties with genuinely conflicting dispute resolution provisions. (*Coinbase, supra,* 602 U.S. at p. 143.) The Equity lease forum selection clause is between Equity and residents and covers actions "arising from this Lease." (Gardner Decl., ¶¶ 2–4, Exs. A at 8; B at 8; C at 9.) The ToS governs the services between SmartRent and its users. *Coinbase* does not apply here as there are no two agreements between the same parties covering the same issues. Plaintiffs' claims do not arise from the lease, and there is no conflict the Court must resolve before deferring to the arbitrator.

Likewise, *Ahern* is inapplicable as it involved two agreements between the same parties governing successive phases of a single real estate investment. (*Ahern*, *supra*, 74 Cal.App.5th at 693–94.) The *Ahern* court construed the consecutive agreements together. (*Ibid*.)

Ahern does not permit the merger of a residential lease with a landlord and a separate clickwrap agreement with a technology provider.

Plaintiffs argue the lease "controls" and is the "primary agreement governing Plaintiffs' homes." (Opp. at 16.) But the lease's forum selection clause applies only to "legal action *arising from this Lease*." (Gardner Decl. ¶¶ 2–4, Exs. A at 8; B at 8; C at 9.) The Complaint revolves around Equity and SmartRent's *alleged* data collection practices, not rental obligations or lease terms. (Compl. ¶¶ 97–148.) **The SmartHome Addendum does not mention SmartRent, the App, or any dispute resolution mechanism; it expressly contemplates that separate smart home "policies, procedures and instructions" would be provided.** (Gardner Decl., Exs. B at 23, C at 22.) Those separate terms are the ToS; and ***its*** broad arbitration provision governs this dispute.

c. The Arbitration Provision is Not Unconscionable

Plaintiffs argue the agreement is unconscionable because registration for the App was presented on a "take it or leave it" basis with no alternative. This is inaccurate. Plaintiffs could use a traditional physical key, front door access code, or wall-mounted hubs and thermostats. (Lorey Decl., ¶ 3.) Indeed, between 17% and 28% of residents at properties where Plaintiff Union members reside chose not to create SmartRent App accounts. (Lorey Decl., ¶ 13.) Plaintiffs had meaningful choice among genuine alternative ways to manage smart home devices *without* registering for the App. Plaintiffs cannot establish unconscionability on these facts.

Plaintiffs argue that the written arbitration provision itself is procedurally unconscionable because it is buried in a lengthy paragraph in a long document and because it requires proceedings will be held in Arizona. Neither California nor Arizona law require arbitration provisions to be highlighted or conspicuous *(Harrington v. Pulte Home Corp.* (Ariz.Ct.App. 2005) 119 P.3d 104; *Sanchez v. Valencia Holding Co., LLC (2015) 61 Cal.4th 899, 924.*) Plaintiffs' unconscionability challenge to the Arizona venue provision fails because SmartRent would consent to remote or hybrid proceedings expressly permitted by AAA. (Lorey Decl., Ex. 13, AAA Commercial Arbitration Rules, R-25.) AAA Rules also apply consumer-protection rules to disagreements between individuals and technology platforms (*Id*., R-1.) To the extent this argument rests on

Civil Code § 1799.208(a), that statute does not help Plaintiffs: No Defendant concedes it is a "seller," only Diestel agreed to the 2025 ToS, and the statute is likely preempted by the FAA. (See Equity Reply.)

d. Plaintiffs Do Not Even Seek Public Injunctive Relief Under McGill

Plaintiffs' *McGill* argument fails at the threshold because their Complaint does not seek "public injunctive relief" with "the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the general public." (*McGill v. Citibank, N.A.* (2017) 2 Cal.5th 945, 951.) Plaintiffs seek to stop data collection from *their* devices in *their* apartments at specific properties. (Compl. ¶¶ 7, 45, 52.) Plaintiffs seek private relief on behalf of individual Plaintiffs and a defined group of private residents. (*Hodges v. Comcast Cable Communs., LLC* (9th Cir. 2021) 21 F.4th 535.) [trial court erred in applying *McGill* where requested relief benefited only a particular class of persons, not the general public].) Additionally, *McGill* is a creature of California law, Plaintiffs cite no direct counterpart under Arizona law, which governs here. (Lorey Decl., Exs. 9 § 23-24, 12 § 23-24.) The ToS's severability provision preserves the arbitration agreement even if the representative proceedings waiver is struck, (*Ibid*.), and thus the arbitration should proceed before any court proceedings (See, e.g., *Cal. Crane Sch., Inc. v. Google LLC* (N.D. Cal. Mar. 21, 2024) 2024 WL 1221964, at *5, 10; *Hope v. Early Warning Servs. LLC* (C.D. Cal. July 13, 2023) 2023 WL 5505020, at *8–10; see also *McGill*, *supra*, 2 Cal.5th at p. 966.)

e. Equitable Estoppel Compels the Plaintiff Union to Arbitrate

Plaintiffs' opposition to the application of equitable estoppel is unconvincing. There need not be a contractual claim by or against Plaintiff Union, nor does it need to be a signatory to a SmartRent ToS for equitable estoppel to apply. Plaintiff Union cannot circumvent arbitration based on its non-signatory status to the agreements between SmartRent and its constituent members.

SmartRent does not contend that the fact that 72% to 83% of residents at properties where Plaintiff Union members reside signed a ToS makes the organization itself a signatory to the agreement. (Lorey Decl., ¶ 13.) Those figures reflect the scale of the contractual relationship between SmartRent and the Plaintiff Union's purported members. The figures underscore that Plaintiff Union's claims are tied to an agreement its members overwhelmingly accepted, and that

the principle of fairness requires the Plaintiff Union be bound by the arbitration agreement to the same extent its members would be. (See *Johnson v. County of Fresno* (2003) 111 Cal.App.4th 1087, 1099.)

Plaintiffs' reliance on *Ballesteros* is unfruitful as its holding is narrow: a nonsignatory manufacturer cannot compel arbitration of statutory warranty claims that arise independently of a sales contract. (*Ballesteros v. Ford Motor Co.* (2025) 109 Cal.App.5th 1196.) Here, Plaintiffs make no claim that may be pursued independent of the rights and obligations under SmartRent's Terms of Service. The analysis the court must undertake is to determine whether "given the contractual and actual relationships among the parties," Plaintiffs' claims "are legally intertwined" with the ToS "that contains the incorporated arbitration clause." (*Turtle Ridge Media Group, Inc. v. Pacific Bell Directory* (2006) 140 Cal.App.4th 828, 834; see also *JSM Tuscany, LLC v. Super. Ct.* (2011) 193 Cal.App.4th 1222, 1239; *CVS Pharmacy, Inc. v. Gamble Family Pharmacy* (D.Ariz. 2012) 2012 WL 13448148, at p. *6.) Here, unlike in *Ballesteros*, each of Plaintiff Union's claims is clearly intertwined with SmartRent's ToS. The Complaint alleges that SmartRent collects and tracks lock status data, location data, thermostat readings, and leak sensor data through the SmartRent App (Compl. ¶¶ 58–60, 63, 66, 68), and that Defendants mislead residents about the scope of that collection. (*Id.* ¶ 46.) Plaintiff Union concentrates its claims on the alleged privacy deficits of SmartRent's App, rather than any other device or conduct. (*Id*., ¶¶ 55, 58–59, 66–67.) Use of the App and these data practices are clearly defined and governed by SmartRent's ToS.

That the Complaint conveniently fails to mention the ToS does not disentangle Plaintiff Union's claims from the governing agreement. Plaintiff Union cannot selectively rely on ToS contractual obligations to assert Defendants' liability while repudiating its arbitration provision. (*Goldman v. KPMG, LLP* (2009) 173 Cal.App.4th 209, 220–21; *JSM Tuscany*, *supra*, 193 Cal.App.4th at 1239.) Equitable estoppel compels the Plaintiff Union to arbitrate.

IV. CONCLUSION

Based on the foregoing, SmartRent respectfully requests that the Court enter an order compelling Plaintiffs to submit to individual arbitration and stay all proceedings before this Court pending the Court's decision on this Motion and the completion of arbitration.

Dated: April 22, 2026

WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP

By: _____
Margo A. Crawford
Attorneys for Defendant,
SMARTRENT TECHNOLOGIES, INC.

PROOF OF SERVICE

I, the undersigned, am employed in the county of San Francisco, State of California. I am over the age of 18 and not a party to the within action; my business address is 655 Montgomery Street, Suite 900, San Francisco, CA 94111.

On April 22, 2026, I caused to be served the following document(s) described as follows:

REPLY IN SUPPORT OF DEFENDANT SMARTRENT TECHNOLOGIES, INC.'S NOTICE OF MOTION AND MOTION TO COMPEL ARBITRATION AND STAY PROCEEDINGS

on the parties stated below, by the following means of service:

☒ **BY ELECTRONIC TRANSMISSION** – I caused a true PDF copy of the above-mentioned document(s) to be transmitted by e-mail on the date indicated above to the parties identified below at their respective e-mail addresses cited below

Jacob A. Snow, Esq. Nicolas A. Hidalgo, Esq. AMERICAN CIVIL LIBERTIES UNION FOUNDATION OF NORTHERN CALIFORNIA 39 Drumm Street San Francisco, CA 94111 Ph: (415) 621-2493 jsnow@aclunc.org; nhidalgo@aclunc.org ***Attorneys for Plaintiffs***	Joseph Tobener, Esq. Sarah McCracken, Esq. TOBENER RAVENSCROFT LLP 21 Masonic Avenue, Suite A San Francisco, CA 94118 Ph: (415) 504-2165 jtobener@tobenerlaw.com; smccracken@tobenerlaw.com ***Attorneys for Plaintiffs***
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Executed on April 22, 2026, at San Francisco, California. I declare under penalty of perjury under the laws of the State of California, that the above is true and correct.

Margo A. Crawford