

**MORGAN & MORGAN
COMPLEX LITIGATION GROUP**
John A. Yanchunis*
201 North Franklin Street, 7th Floor
Tampa, Florida 33602
jyanchunis@forthepeople.com

HECHT PARTNERS LLP
Kathryn (Lee) Boyd
Cal. Bar. No. 189496
2121 Avenue of the Stars, Suite 800
Los Angeles, CA 90067
Telephone: (646) 502-9515
lboyd@hechtpartners.com

**MORGAN & MORGAN
COMPLEX LITIGATION GROUP**
MICHAEL F. RAM (SBN 104805)
1390 Market Street, Suite 200
San Francisco, CA 94102
Telephone: (415) 358-6913
Facsimile: (415) 358-6923
Email: mram@forthepeople.com

Attorneys for Plaintiff
Additional counsel listed on signature page
**Pro Hac Vice forthcoming*

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

JEFFREY BOYLETT, individually and on
behalf of all others similarly situated,

Case No. _____

Plaintiffs,

CLASS ACTION COMPLAINT

v.

JURY TRIAL DEMANDED

META PLATFORMS, INC., and LUXOTTICA
OF AMERICA, INC.,

Defendants.

1 Plaintiff Jeffrey Boylett (“Plaintiff Boylett” or “Plaintiff”) brings this putative class action on
2 behalf of himself and all others similarly situated (“Class Members”) against Defendants Meta
3 Platforms, Inc. (“Meta”) and Luxottica of America, Inc. (“Luxottica”) (collectively, “Defendants”),
4 for privacy violations arising out of the unlawful use of Plaintiff’s and Class Members’ private audio
5 and visual recordings on their Meta AI-enabled smart glasses (the “Meta AI Glasses” or “Glasses”).

6 NATURE OF THE ACTION

7
8 1. The story of the Meta AI Glasses is one of promises made to consumers—and
9 promises broken. Defendants marketed the Meta AI Glasses as a revolutionary product built with
10 privacy at its core. Consumers were assured that the devices were “designed for privacy,” “controlled
11 by you,” and engineered to safeguard the sensitive recordings they captured. Those assurances were
12 not merely background marketing. They were central to Defendants’ campaign to convince
13 consumers to bring always-on, AI-enabled cameras and microphones into the most private spaces of
14 their lives.

15 2. But behind the scenes, the reality was starkly different. Whistleblowers working as
16 subcontractors tasked with reviewing recordings captured by the Meta AI Glasses began to reveal
17 what Defendants had not told the public. Contrary to Defendants’ assurances that privacy protections
18 and anonymization safeguarded user content, recordings captured by the devices were routinely
19 routed to human reviewers for manual inspection.

20 3. These reviewers were not simply examining abstract or anonymized data. They were
21 watching and listening to deeply personal moments inadvertently captured by the devices. According
22 to whistleblower accounts, reviewers routinely encountered footage depicting individuals inside their
23 homes engaged in intensely private activities—people changing clothes, using the bathroom,
24 engaging in intimate sexual conduct, caring for children, handling medical or financial documents,
25 or going about ordinary activities within the supposed sanctuary of their homes.

26 4. One reviewer described the experience bluntly: “We see everything—from living
27 rooms to naked bodies. Meta has that type of content in its databases. People can record themselves
28 in the wrong way and not even know what they are recording.” Other subcontractors reported

1 encountering recordings containing highly sensitive identifying information, including bank cards,
2 personal paperwork, and private documents inadvertently captured by the glasses' cameras.

3 5. These revelations stand in direct conflict with the privacy assurances Defendants
4 repeatedly gave to consumers. No reasonable consumer reading statements such as “built for your
5 privacy” or “designed for privacy, controlled by you” would understand that recordings made inside
6 their homes—including bedrooms and bathrooms—could be viewed, cataloged, and analyzed by
7 human workers located across the globe.

8 6. Yet Defendants built their marketing around those very assurances. Privacy was not
9 an incidental feature of the product—it was a central selling point. Defendants encouraged consumers
10 to trust that they could safely wear the devices in their homes, around their families, and during the
11 ordinary moments of daily life.

12 7. Having chosen to make sweeping assurances about privacy and user control,
13 Defendants had a duty to disclose material facts necessary for consumers to understand the true
14 nature of the product they were purchasing. Instead of doing so, Defendants concealed the extent to
15 which recordings captured by the Meta AI Glasses would be reviewed by human contractors and
16 subcontractors. Defendants failed to disclose that enabling the AI features central to the product
17 could expose intimate recordings to manual review by workers who were strangers to the user.

18 8. These omissions were not trivial. The Meta AI Glasses are designed to capture the
19 world as users move through it—often without the user fully realizing what is being recorded in the
20 background. The devices therefore predictably capture private moments occurring inside homes,
21 workplaces, and other personal environments.

22 9. Consumers relied on Defendants' privacy assurances when deciding to purchase the
23 Meta AI Glasses. Believing the devices were engineered to safeguard their privacy, consumers
24 brought these AI-enabled cameras and microphones into bedrooms, living rooms, kitchens, and other
25 intimate spaces.

26 10. The result was predictable. By 2025, millions of pairs of Meta AI Glasses had
27 reportedly been sold. With each new device placed into circulation, the scope of potential privacy
28 exposure expanded—not only for users but also for family members, guests, children, and bystanders

1 who never meaningfully consented to being recorded or having recordings of their lives viewed by
2 remote human reviewers.

3 11. These recordings frequently capture individuals who never purchased the device and
4 never meaningfully consented to being recorded or having intimate aspects of their lives viewed by
5 remote human reviewers employed by Defendants’ contractors.

6 12. This case arises from Defendants’ decision to market a surveillance-capable product
7 as privacy-protective while concealing practices that exposed consumers’ most intimate moments to
8 human review. Plaintiff and members of the proposed Class purchased the Meta AI Glasses in
9 reliance on Defendants’ express and implied assurances regarding privacy.

10 13. No reasonable consumer would have purchased—or paid the price they paid—for the
11 Meta AI Glasses had Defendants disclosed the truth: that enabling the product’s AI features could
12 route recordings of their homes, families, bodies, and personal information to human reviewers
13 around the world.

14 14. This nationwide class action seeks to hold Defendants accountable for their deceptive
15 marketing, their failure to disclose material facts, and the profound invasion of privacy their practices
16 created for millions of consumers and unsuspecting bystanders.

17 15. As a direct and proximate result of Defendants’ conduct, Plaintiff and Class Members
18 suffered concrete and particularized injuries, including invasion of privacy, loss of control over
19 highly sensitive personal information, interception and disclosure of confidential communications,
20 exposure of intimate audiovisual recordings to third-party human reviewers, and diminution in the
21 value of the Meta AI Glasses they purchased. Plaintiff and Class Members also paid a price premium
22 for a product marketed as privacy-protective and user-controlled that did not in fact provide the
23 privacy protections promised by Defendants.

24 16. Because millions of devices have been sold, Defendants’ practices have resulted in
25 the potential collection and review of an enormous volume of audiovisual recordings captured inside
26 private homes, offices, and other non-public places across the United States.

27
28 **THE PARTIES**

1 functionality, mobile application ecosystem, and AI-driven software features that transformed the
2 glasses from ordinary eyewear into a network-connected wearable computing device capable of
3 capturing and transmitting user-generated data.

4 27. In announcing the first-generation Ray-Ban Stories smart glasses in 2021, Meta
5 explained that EssilorLuxottica and Meta worked together “from concept through final design” to
6 integrate cameras, speakers, microphones, a processor, battery, and touch controls into frames
7 modeled on Ray-Ban’s iconic eyewear styles, including Wayfarer, Round, and Meteor.²

8 28. The collaboration did not end with the first-generation product. In September 2023,
9 Meta announced the next-generation “Ray-Ban Meta” smart glasses, again expressly stating that they
10 were being launched “in partnership with EssilorLuxottica.” Meta explained that the new glasses had
11 been redesigned from the ground up, with improved cameras and audio, lighter and more comfortable
12 frames, more than 150 frame-and-lens combinations, and voice interaction with “Meta AI” through
13 the “Hey Meta” assistant.³

14 29. The companies continued to deepen their relationship after the second-generation
15 launch. In September 2024, Reuters reported that Meta and EssilorLuxottica had extended their
16 smart-glasses partnership through a new long-term agreement to continue developing smart
17 eyewear.⁴

18 30. By 2024, Meta was publicly touting the commercial success of the jointly developed
19 product line, stating that its second-generation smart glasses, developed in partnership with
20 EssilorLuxottica, were “selling out faster than we can make them.”⁵ Meta also announced additional
21 styles and new Meta AI features for the Ray-Ban Meta line of Meta AI Glasses, including “Meta AI

22 ² *Ray-Ban and Facebook Introduce Ray-Ban Stories, First-Generation Smart Glasses*, Meta Tech
23 Blog (Sept. 9, 2021), <https://tech.facebook.com/reality-labs/2021/9/ray-ban-and-facebook-introduce-ray-ban-stories-first-generation-smart-glasses/> (last accessed Mar. 15, 2026).

24 ³ *Introducing the New Ray-Ban | Meta Smart Glasses*, Meta (Sept. 27, 2023),
25 <https://about.fb.com/news/2023/09/new-ray-ban-meta-smart-glasses/> (last accessed Mar. 15, 2026).

26 ⁴ *EssilorLuxottica Expands Smart Glasses Partnership with Meta*, Reuters (Sept. 17, 2024),
27 <https://www.reuters.com/technology/essilorluxottica-expands-smart-glasses-partnership-with-meta-2024-09-17/> (last accessed Mar. 15, 2026).

28 ⁵ *New Ray-Ban Meta Smart Glasses Styles and Meta AI Updates*, Meta (Apr. 23, 2024),
<https://about.fb.com/news/2024/04/new-ray-ban-meta-smart-glasses-styles-and-meta-ai-updates/>
(last accessed Mar. 15, 2026).

1 with Vision,” which allows users to ask the glasses about what they are seeing and receive helpful
2 information completely hands-free.⁶

3 31. Accordingly, Meta and EssilorLuxottica jointly developed, designed, branded,
4 distributed, and commercialized the Meta AI Glasses and jointly benefited from their sale and
5 expansion in the consumer market

6 ***The Meta AI Glasses Capture Audio, Images, and Video and Route That Data Through***
7 ***Meta’s AI Systems***

8 32. The Meta AI Glasses are designed to capture audiovisual information from the user’s
9 surroundings and integrate that information into Meta’s software ecosystem. The glasses incorporate
10 outward-facing cameras capable of capturing photographs and video, a multi-microphone array for
11 voice and ambient audio capture, open-ear speakers, and software integration with the Meta View
12 (formerly Facebook View) application that enables users to import, edit, and share captured images,
13 video, and audio.⁷

14 33. Users can capture photos and videos directly from the glasses using either a physical
15 capture button located on the frame or voice commands directed to Meta’s voice assistant. When
16 activated, the glasses record audiovisual content from the wearer’s perspective.⁸

17 34. Because the Meta AI Glasses are designed to capture audiovisual information from
18 the user’s surroundings during routine daily activities, the devices inevitably record private spaces
19 such as homes, bedrooms, bathrooms, offices, and other locations where individuals possess the
20 highest expectations of privacy.

21 35. After photos or videos are captured, the content can be imported into Meta’s
22 companion application for the glasses, the Meta AI app (formerly Meta View (2021-2025) and
23 Facebook View prior), which runs on the user’s smartphone. Meta explains that the application
24

25 ⁶ *Id.*

26 ⁷ *Introducing Ray-Ban Stories: First-Generation Smart Glasses*, Meta (Sept. 9, 2021),
27 <https://about.fb.com/news/2021/09/introducing-ray-ban-stories-smart-glasses/> (last accessed Mar.
15, 2026).

28 ⁸ *Id.*

1 “makes it easy to import, edit and share content captured on the smart glasses” to applications on the
2 user’s phone, including Facebook, Instagram, WhatsApp, Messenger, Twitter, TikTok, and
3 Snapchat. The application also allows users to save captured content to their phone’s camera roll and
4 manage or edit the media before sharing it through Meta’s platforms or other services.⁹

5 36. Meta AI Glasses are not merely passive recording devices, but integrated computing
6 hardware designed to interact with Meta’s artificial-intelligence ecosystem. Meta announced that the
7 current generation of its smart glasses includes “improved audio and cameras” and allows users to
8 interact with “Meta AI, our advanced conversational assistant,” by saying “Hey Meta.”¹⁰ Through
9 this system, the glasses capture audiovisual information from the user’s surroundings and enable
10 users to obtain information and control device features through voice interaction.

11 37. The glasses are powered by the Qualcomm Snapdragon AR1 Gen 1 platform. Meta
12 states that the processor enables higher-quality photo and video processing and faster compute
13 performance for the device.¹¹ Qualcomm explains that the Snapdragon AR1 Gen 1 platform enables
14 seamless capture, livestreaming, notifications, and “powerful on-glass AI,” while supporting high-
15 quality photo and video capture and advanced wireless connectivity.¹² The processor includes dual
16 image signal processors for premium media capture and is optimized for lightweight, battery-
17 efficient wearable devices, enabling the glasses to capture audiovisual information from the wearer’s
18 surroundings and transmit that information for software processing and AI-enabled functionality.¹³

19 38. Captured media does not remain solely on the glasses themselves. Meta explains that
20 “media you capture with AI glasses must be imported to Meta’s AI mobile app (*i.e.*, the Meta View
21 app, now called the Meta AI app) before you can view or share it.”¹⁴ Once imported, the media is

22 ⁹ *Id.*

23 ¹⁰ *Introducing the New Ray-Ban Meta Smart Glasses*, Meta Newsroom (Sept. 27, 2023),
24 <https://about.fb.com/news/2023/09/new-ray-ban-meta-smart-glasses/> (last accessed Mar. 15, 2026).

25 ¹¹ *Id.*

26 ¹² *Snapdragon AR1 Gen 1 Platform*, Qualcomm, <https://www.qualcomm.com/xr-vr-ar/products/ar-series/snapdragon-ar1-gen-1-platform> (last accessed Mar. 15, 2026).

27 ¹³ *Id.*

28 ¹⁴ *Meta Platforms, Inc., Capture photos and videos with AI glasses, Meta Help Center*,
<https://www.meta.com/help/ai-glasses/272319252352130/> (last accessed Mar. 15, 2026).

1 transferred to the user's phone and removed from the glasses, after which it can be stored, managed,
2 edited, or shared through Meta's software ecosystem and social-media platforms.

3 39. The glasses also integrate with Meta's artificial-intelligence assistant, which allows
4 users to interact with the device using voice commands. Users can activate the AI assistant by saying
5 the wake phrase "Hey Meta," enabling the glasses to respond to questions, provide information, and
6 control device functions using Meta's AI systems.¹⁵

7 40. When users interact with Meta AI through the glasses by issuing voice commands,
8 the device can capture an image of the wearer's surroundings and transmit that photo to Meta's cloud
9 for processing with artificial-intelligence systems. After the image is analyzed, Meta AI generates a
10 response that is delivered to the user through the glasses' audio interface.¹⁶

11 41. The artificial-intelligence assistant integrated into the glasses forms part of Meta's
12 broader AI ecosystem. In 2025, Meta introduced a dedicated Meta AI application and explained that
13 the assistant "uses Llama 4." Meta further stated that Meta AI is used across its products, including
14 WhatsApp, Instagram, Facebook, Messenger, and Meta AI Glasses.¹⁷

15 42. Meta's Meta AI assistant operates as part of the company's broader artificial-
16 intelligence ecosystem. Meta has publicly stated that its AI products—including Meta AI—are
17 powered by its Llama family of large-language models. These models are designed to process
18 multiple forms of input, including text and images. As a result, when users interact with Meta AI
19 through the glasses—such as by asking questions about what they are seeing—visual information
20 captured by the device can be transmitted to Meta's AI systems for analysis, enabling the system to
21 generate responses based on the visual content.

22 43. Meta describes the Meta AI assistant as a system designed to help users "solve
23 problems, navigate your daily questions, and better understand the world around you."¹⁸ Through

24 ¹⁵ *Id.*

25 ¹⁶ *Ask Meta AI About What You See on AI Glasses*, Meta Platforms, Inc.,
<https://www.meta.com/help/ai-glasses/718045509827730/> (last accessed Mar. 15, 2026).

26 ¹⁷ *Introducing the Meta AI App: A New Way to Access Your AI Assistant*, Meta Newsroom (Apr.
27 29, 2025), <https://about.fb.com/news/2025/04/introducing-meta-ai-app-new-way-access-ai-assistant/> (last accessed Mar. 15, 2026).

28 ¹⁸ *Id.*

1 the glasses, this capability allows users to interact with the assistant using voice commands and
2 receive AI-generated responses to their questions.

3 44. The operation of the Meta AI Glasses involves several stages of data capture and
4 processing. First, the glasses capture audiovisual information through the device’s cameras and
5 microphones. The captured media can then be imported into the Meta AI mobile application on a
6 paired smartphone, where users can manage and share the content. When users interact with Meta
7 AI—such as by asking questions through voice commands—the assistant processes the user’s
8 request and generates responses delivered through the glasses’ audio interface.¹⁹

9 45. On information and belief, audiovisual inputs captured by the glasses provide
10 uniquely valuable data for Meta’s artificial-intelligence systems. Unlike traditional social-media
11 services, which rely primarily on content voluntarily uploaded by users, the Meta AI Glasses capture
12 real-world scenes, objects, and conversations directly from users’ everyday environments. This
13 multimodal data provides valuable inputs for artificial-intelligence development. By capturing real-
14 world scenes, objects, and conversations directly from users’ environments, the glasses generate
15 datasets that may enable Meta’s AI models—including the Llama models that power Meta AI—to
16 learn to interpret visual and auditory contexts.

17 ***Defendants Marketed the Glasses as Privacy-Protective and User-Controlled***

18
19 46. From the time the smart glasses were first introduced, Defendants promoted the
20 product as one designed with privacy safeguards and user control over personal data. In press
21 materials announcing the launch of the glasses in September 2021, Defendants represented that the
22 device was “designed with privacy in mind” and included features intended to provide “control and
23 peace of mind to both device owners and bystanders.”²⁰

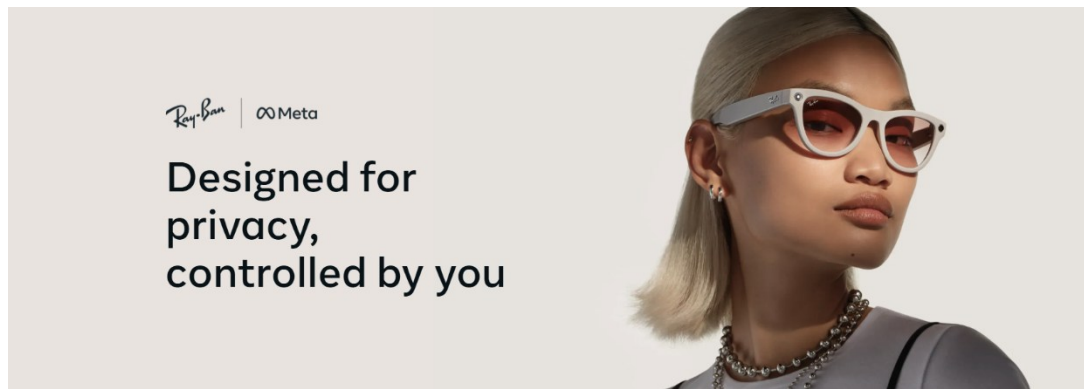
24 47. Defendants highlighted privacy protections as a central selling point for the Meta AI
25 Glasses. In product pages, advertising campaigns, and promotional materials, Defendants assured

26 ¹⁹ *Id.*

27 ²⁰ Meta Platforms, *Introducing Ray-Ban Stories: First-Generation Smart Glasses* (Sept. 9, 2021),
28 <https://about.fb.com/news/2021/09/introducing-ray-ban-stories-smart-glasses/> (last accessed Mar.
15, 2026).

1 consumers that users maintained authority over their information, promoting the device with
2 statements such as “Designed for privacy, controlled by you” and “You’re in control of your data
3 and content.” Defendants similarly represented that the glasses were “built for your privacy and
4 others’ too.”²¹

5 48. These assurances were not buried in fine print. To the contrary, Defendants placed
6 their privacy claims prominently in marketing materials and on their website. For example, the
7 statement “Designed for privacy, controlled by you” appears in large, bold text on the Meta AI
8 Glasses privacy webpage:²²



16 49. Defendants also represented that the glasses include device settings and software
17 controls allowing users to manage the content captured by the device and determine how that content
18 is stored, used, and shared. In marketing materials and product descriptions, Defendants emphasized
19 that users remained in control of their information, prominently stating: “You’re in control of your
20 data and content.” Defendants further represented that “clear, easy device and app settings help you
21 manage your information,” enabling users to decide “what content you choose to share with others,
22 and when.”²³

23
24
25
26 ²¹ Meta Platforms, Inc., *Privacy and Your AI Glasses*, Meta, <https://www.meta.com/ai-glasses/privacy/> (last visited Mar. 15, 2026).

27 ²² Meta Platforms, Inc., *Privacy and Your AI Glasses*, Meta, <https://www.meta.com/ai-glasses/privacy/> (last visited Mar. 15, 2026).

28 ²³ *Id.*

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

You're in control of your data and content.

Clear, easy device and app settings help you manage your information, giving you control over what content you choose to share with others, and when.



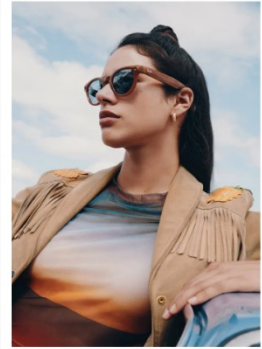
Privacy Settings that matter

Easy to access settings let you view and manage the information you share with Meta. Meta collects data needed to help ensure your glasses and app are reliable, secure, and operating normally. You can choose to share additional data to improve the experience.



Power down for peace of mind

Whenever the situation calls for simpler eyewear, easily turn off Ray-Ban Meta glasses by sliding the power switch.



An added layer of security

Opt-in verified sessions add an extra layer of security when using your glasses hands-free by prompting you to verify your identity via your paired mobile device.

50. Defendants further emphasized that the glasses include visual indicators intended to alert individuals nearby when recording occurs. For example, Defendants explained that “[a] hard-wired capture LED lights up to let people nearby know when you’re taking a photo or video.” Defendants promoted this feature as a mechanism intended to notify bystanders when recording occurs.²⁴

51. Defendants also described how data collected by the glasses would be handled. Defendants represented that “[b]y default, Ray-Ban Stories smart glasses collect data that’s needed to make your glasses work and function,” including battery status, account credentials used to authenticate users in the companion application, and connectivity information. Defendants further represented that users could “opt-in to share additional data ... with Facebook for product development, improvement, and personalization,” and that “[t]his setting can be changed at any time.”²⁵

52. Defendants similarly represented that certain voice-activated features were optional

²⁴ Meta Platforms, *Introducing Ray-Ban Stories: First-Generation Smart Glasses* (Sept. 9, 2021), <https://about.fb.com/news/2021/09/introducing-ray-ban-stories-smart-glasses/> (last accessed Mar. 15, 2026).

²⁵ *Ray-Ban and Facebook Introduce Ray-Ban Stories, First-Generation Smart Glasses, Meta Tech* (Sept. 9, 2021), <https://tech.facebook.com/reality-labs/2021/9/ray-ban-and-facebook-introduce-ray-ban-stories-first-generation-smart-glasses/> (last accessed Mar. 15, 2026).

1 and subject to user control. For example, Defendants stated that “[t]he use of Facebook Assistant for
2 voice command-powered capture is totally optional.” Defendants further represented that “[y]ou can
3 view and delete your voice transcripts,” and that “[y]ou always have the option to turn off voice
4 storage and/or Facebook Assistant in Settings.”²⁶

5 53. Defendants continued emphasizing privacy features when promoting later
6 generations of the glasses. In announcing the next generation of the product at the 2023 Meta Connect
7 conference, Defendants stated that “a commitment to privacy continues to be at the core of the
8 product.”²⁷ Defendants also represented that “the privacy LED light is now bigger and more
9 noticeable.”²⁸

10 54. Through these and similar statements in press releases, marketing materials, and
11 product webpages, Defendants conveyed to consumers that the Meta AI Glasses incorporated privacy
12 safeguards and provided users with control over the collection and use of information captured by
13 the device.

14 55. These representations were material to consumers. Devices worn on a user’s face that
15 contain cameras, microphones, and artificial-intelligence features capable of analyzing the
16 surrounding environment raise significant privacy concerns for both users and individuals nearby.
17 Defendants’ assurances regarding privacy safeguards and user-controlled data settings were
18 therefore likely to influence reasonable consumers’ purchasing decisions.

19 56. Reasonable consumers purchasing a wearable device marketed as “designed for
20 privacy” and “controlled by you” would understand that any artificial-intelligence processing occurs
21 through automated computer systems at *the user’s option*—not through compulsory human review
22 of intimate audiovisual recordings captured inside their homes or other private spaces. Defendants’
23 marketing reinforced that understanding by repeatedly emphasizing user control and privacy
24 safeguards while omitting the existence of human review of recordings.

25 _____
²⁶ *Id.*

26 ²⁷ EssilorLuxottica, *Ray-Ban and Meta Launch the Next Generation of Smart Glasses* (Sept. 27,
27 [https://www.essilorluxottica.com/en/newsroom/press-releases/ray-ban-and-meta-launch-the-
next-generation-of-smart-glasses/](https://www.essilorluxottica.com/en/newsroom/press-releases/ray-ban-and-meta-launch-the-next-generation-of-smart-glasses/) (last accessed Mar. 15, 2026).

28 ²⁸ *Id.*

1
2 ***Defendants Failed to Disclose the True Scope of Data Transmission, Human Review,***
3 ***and AI Training Use.***

4 57. Defendants possessed exclusive knowledge regarding the human-review processes
5 used to train and evaluate their artificial-intelligence systems. This information was not reasonably
6 accessible to consumers prior to purchase and could not have been discovered through reasonable
7 diligence. Defendants nevertheless chose to market the Meta AI Glasses as privacy-protective while
8 omitting these material facts.

9 58. Although Defendants publicly emphasized privacy protections and user control,
10 Defendants did not adequately disclose the full scope of how information captured by the Meta AI
11 Glasses could be transmitted, analyzed, and reviewed through Meta’s artificial-intelligence systems.

12 59. For example, Meta’s own policies acknowledge that media captured through the
13 glasses may be transmitted beyond the device itself. Meta states that users “can use the AI Glasses
14 to take photos and video recordings with audio (together, ‘Media’),” and that this Media “is captured
15 on your AI Glasses and sent to your App.” Meta further explains that it “will process your Media
16 when you turn on cloud processing on your AI Glasses, interact with the Meta AI service on your AI
17 Glasses, or upload your Media to certain services provided by Meta (i.e., Facebook or Instagram).”²⁹
18 These disclosures frame media collection as occurring when users affirmatively enable certain
19 functions—such as cloud processing, interaction with Meta AI, or uploading media—while
20 providing limited explanation regarding the full scope of downstream processing, analysis, and
21 potential human review associated with those interactions.

22 60. Meta’s AI terms also acknowledge that interactions with the company’s artificial-
23 intelligence systems may be reviewed. Meta states that it may “review your interactions with AIs,
24 including the content of your conversations with or messages to AIs,” and that “this review may be
25 automated or manual (human).”³⁰ However, these statements appear in lengthy terms and policy

26 ²⁹ Meta Platforms, *Supplemental Meta Platforms Technologies Privacy Policy*,
27 <https://www.meta.com/legal/privacy-policy/> (last accessed Mar. 15, 2026).

28 ³⁰ Meta Platforms, Inc., *Meta AIs Terms of Service* (Dec. 18, 2025),
<https://www.facebook.com/legal/ai-terms> (last accessed Mar. 15, 2026).

1 documents rather than in Defendants’ consumer-facing marketing materials and do not explain the
2 scope of any human review processes associated with users’ AI interactions through the glasses.

3 61. Defendant Meta’s disclosures do not clearly explain the extent to which interactions
4 with the AI assistant require information captured by the glasses—including images, audio, and other
5 inputs—to be transmitted to Meta’s infrastructure for processing. Instead, the glasses are marketed
6 primarily as an assistant that responds to user prompts and questions through Meta’s AI systems,
7 which are activated through the wake phrase “Hey Meta.”

8 62. These statements do not adequately inform consumers that audiovisual information
9 captured by the glasses may ultimately be processed, reviewed—including by human reviewers—
10 and used to improve and develop Meta’s artificial-intelligence systems.

11 63. On information and belief, audiovisual information captured through the Meta AI
12 Glasses—including images, audio recordings, and contextual information from users’
13 surroundings—may be analyzed and incorporated into Meta’s artificial-intelligence development
14 processes. Such data provides real-world multimodal inputs that can be used to evaluate, refine, and
15 enhance Meta’s AI models, including the Llama models that power Meta AI.

16 64. As a result, Defendants’ public statements and privacy representations created the
17 misleading impression that users maintained meaningful control over how data captured by the Meta
18 AI Glasses would be used, while failing to disclose the full extent to which such data could be
19 transmitted to Meta’s servers, reviewed by human personnel, and incorporated into Meta’s AI
20 development processes.

21 65. Defendants’ marketing created the impression that interactions with the Meta AI
22 assistant were processed automatically by computer systems *controlled by the user*. In reality,
23 audiovisual recordings captured through the glasses could be involuntarily routed into human-review
24 pipelines used to train and evaluate Meta’s artificial-intelligence systems.

25
26 ***Investigative Reporting Revealed That Sensitive User Content Was Reviewed By Human
Contractors***

27
28 66. When users activate the artificial-intelligence features of the Meta AI Glasses—such

1 as by pressing the capture button or issuing the wake command “Hey Meta”—the device records
2 audiovisual information from the wearer’s surroundings. That information is transmitted through
3 Meta’s infrastructure for AI processing.

4 67. Like other voice-activated systems, the “Hey Meta” wake command can be triggered
5 accidentally or by background speech, resulting in recordings occurring when users did not intend to
6 activate the device.

7 68. Testing conducted by investigative journalists confirmed that the glasses
8 communicate with Meta servers during ordinary use.³¹ Analysis of network traffic showed repeated
9 connections between the Meta application and Meta-controlled servers when the glasses were used
10 to interact with the AI assistant. The investigation further determined that the AI features of the
11 glasses cannot function solely through local processing on the device or smartphone; instead,
12 captured information must be transmitted through Meta’s infrastructure in order for the system to
13 interpret images, answer questions, and respond to prompts.

14 69. Despite these data transmissions, Defendants’ marketing materials and privacy
15 representations did not adequately disclose where the transmitted data ultimately goes, who may
16 access or review it once it reaches Meta’s systems, or the extent to which such data may be used in
17 connection with the development and improvement of Meta’s artificial-intelligence technologies.

18 70. In February 2026, the Swedish newspapers *Svenska Dagbladet* and *Göteborgs-Posten*
19 published a joint investigation examining the human labor used to train and evaluate Meta’s AI
20 systems associated with the smart glasses. The investigation was based on interviews with more than
21 thirty workers involved in reviewing images, videos, and speech data used to train Meta’s AI
22 systems.

23 71. The investigation reported that Meta relies on human contractors who review and
24 label captured content so that Meta’s systems can learn to interpret real-world scenes and
25 conversations. These workers are referred to as “data annotators,” individuals responsible for
26

27 ³¹ Naipanoi Lepapa et al., *She Came Out of the Bathroom Naked, Employee Says*, Svenska
28 *Dagbladet* (SvD), <https://www.svd.se/a/K8nrV4/metast-ai-smart-glasses-and-data-privacy-concerns-workers-say-we-see-everything> (last accessed Mar. 15, 2026).

1 reviewing and labeling captured images, videos, and transcripts so that Meta’s AI systems can better
2 understand real-world environments.³² The report describes these workers as “the manual labourers
3 of the AI revolution,” responsible for labeling and reviewing real-world footage that trains Meta’s
4 artificial-intelligence technologies.³³

5 72. Workers interviewed for the investigation described reviewing highly sensitive
6 recordings captured through everyday use of the glasses. According to the report, annotators
7 encountered “deeply private video clips, which appear to come straight out of Western homes, from
8 people who use the glasses in their everyday lives.”³⁴

9 73. Workers interviewed for the investigation described reviewing recordings that
10 included individuals using bathrooms, undressing, or otherwise appearing in intimate situations.
11 According to the report, one worker stated that “in some videos you can see someone going to the
12 toilet, or getting undressed,” adding that “I don’t think they know, because if they knew they
13 wouldn’t be recording.”³⁵

14 74. Workers also reported seeing recordings of nudity and sexual activity captured by the
15 glasses. According to the report, one worker stated that “we see everything – from living rooms to
16 naked bodies,” describing footage of ordinary people inside their homes.³⁶ Workers further reported
17 that some recordings included “sex scenes filmed with the smart glasses,” including situations where
18 an individual was wearing the glasses while engaged in sexual activity.³⁷

19 75. The investigation also described footage in which users recorded intimate moments
20 involving other individuals without their apparent awareness. For example, workers reported seeing
21 clips in which a user placed the glasses on a bedside table and left the room, after which the device
22 captured another person entering and changing clothes.

23 76. In addition to intimate footage, workers reported reviewing recordings that exposed

24 ³² *Id.*

25 ³³ *Id.*

26 ³⁴ *Id.*

27 ³⁵ *Id.*

28 ³⁶ *Id.*

³⁷ *Id.*

1 sensitive personal information. The report describes videos in which bank cards and other financial
2 details were visible on camera. Workers also reported reviewing user conversations and
3 transcriptions generated through interactions with the AI assistant, including discussions about
4 crimes, protests, and sexually explicit comments about other individuals.

5 77. According to the investigation, the annotation work involved reviewing not only
6 visual recordings but also text and speech data generated through interactions with the AI assistant.
7 Workers described reviewing user prompts and AI responses through transcription tasks to verify
8 that the system answered questions correctly as part of the broader process of training and evaluating
9 Meta's AI systems.

10 78. The investigation further revealed that this annotation work was performed by
11 contractors located thousands of miles away from the users whose data was captured. The workers
12 interviewed were employed by a subcontractor operating in Nairobi, Kenya, where employees
13 annotate and review images, videos, and transcriptions used in connection with Meta's AI systems.

14 79. The report explains that these workers examine images, videos, and speech data as
15 part of the process of training and evaluating Meta's AI systems. Through this annotation work, the
16 material is analyzed and labeled so that Meta's systems can learn to recognize objects, scenes, and
17 conversations.

18 80. Despite the existence of this human-review pipeline, Defendants' marketing materials
19 and privacy representations did not clearly disclose that audiovisual information captured by the
20 Meta AI Glasses could be reviewed by human contractors located in other countries as part of the
21 processes used to train and evaluate Meta's AI systems.

22 81. When journalists sought answers from Meta regarding how highly private recordings
23 could reach human reviewers or how the company informs users about these practices, Meta did not
24 provide direct responses. Instead, the company referred reporters to its existing terms of use and
25 privacy policies without addressing the specific questions raised by the investigation.

26 82. As a result, consumers using the Meta AI Glasses were not clearly informed that
27 audiovisual recordings captured by the device—including recordings of nudity, sexual activity,
28 private household moments, financial information, and personal conversations—could be

1 transmitted to Meta’s systems, reviewed by human contractors located abroad, and used as part of
2 the processes through which Meta develops and improves its artificial-intelligence technologies.

3 ***Meta’s Misrepresentations and Omissions Regarding Privacy and Data Security***

4 83. Meta’s data practices are governed in part by Meta’s privacy policy and other
5 documents, which purport to disclose how personal information is collected and used. However, the
6 disclosures fail to adequately inform consumers that the Meta AI Glasses may record, analyze, and
7 transmit sensitive information—including facial imagery, voice data, location data, and contextual
8 environmental data—for purposes including AI model training, targeted advertising, and product
9 development.

10 84. Since the launch of the Meta AI Glasses in September 2021, Meta has represented
11 that users had control over their private data, and that such data would not be used or shared without
12 users’ consent.

13 85. Defendants promoted user privacy as a core feature of the Glasses, and did so across
14 multiple advertising channels, including representations on Meta’s website.

15 86. In fact, Meta’s website has an entire separate page dedicated to the privacy features
16 of the Meta AI Glasses, <https://www.meta.com/ai-glasses/privacy/>, which states that the Meta AI
17 Glasses are “designed for privacy, controlled by you.” The same page states: “You’re in control of
18 your data and content. Clear, easy device and app settings help you manage your information, giving
19 you control over what content you choose to share with others, and when.” It also states that the
20 Glasses have “Privacy Settings that matter. Easy to access settings let you view and manage the
21 information you share with Meta. Meta collects data needed to help ensure your glasses and app are
22 reliable, secure, and operating normally. You can choose to share additional data to improve the
23 experience.”³⁸

24 87. Meta also represents that the Glasses are “[b]uilt for your privacy and others’ too,”
25 and that “[w]hen you use your glasses camera for AI features,” Meta takes “steps to protect people’s
26 privacy, like removing key identifiable information.”³⁹

27 ³⁸ <https://www.meta.com/ai-glasses/privacy/> (last accessed Mar. 15, 2026).

28 ³⁹ *Id.*

1 88. In its “Supplemental Meta Platforms Technology Privacy Policy,” Meta represents to
2 consumers that “Additional Data” would only be shared with the user’s consent, and that “Meta will
3 use Additional Data for these purposes [of improving Meta products] if you choose to share
4 Additional Data with Meta during your initial setup, and you can change your choice at any time in
5 Settings.”⁴⁰

6 89. Meta’s privacy policy states that Meta users “can use the AI Glasses to take photos
7 and video recordings with audio (together ‘Media’). This Media is captured on your AI Glasses and
8 sent to your App. We will collect your Media when you turn on cloud processing on your AI Glasses,
9 interact with the Meta AI service on your AI Glasses, or upload your Media to certain services
10 provided by Meta (i.e., Facebook or Instagram). You can change your choices about cloud processing
11 of your Media at any time in Settings.”⁴¹ This statement is misleading, because it implies that
12 “media” is only collected when users affirmatively intend and elect to do so. This statement also fails
13 to disclose that such media will be collected at times that the user does not intend, or that it will be
14 shared with third parties—both of which are material facts known only to Defendants.

15 90. In its “Supplemental Meta Platforms Technologies Terms of Service,” Meta states
16 that “we don’t sell your personal data to advertisers, and we don’t share information that directly
17 identifies you (such as your name, email address or other contact information) with advertisers unless
18 you give us specific permission.”⁴² This statement misleadingly implies that Meta will not collect
19 audiovisual recordings and transmit them to third parties.

20 91. Plaintiff and Class Members relied on Defendants’ privacy assurances when
21 purchasing the Glasses.

22 92. Despite the sensitive nature of the information collected, Defendants fail to provide
23 clear and conspicuous disclosures explaining the full scope of their data practices, including the
24 extent to which captured content may be stored, analyzed, shared with third parties, or used to train
25 artificial intelligence systems.

26 _____
⁴⁰ <https://www.meta.com/ca/legal/privacy-policy/> (last accessed Mar. 15, 2026).

27 ⁴¹ *Id.*

28 ⁴² <https://www.meta.com/ca/legal/supplemental-terms-of-service/> (last accessed Mar. 15, 2026).

1 93. At no point in any public statement, press release, online advertisement, or any other
2 context, did Meta or Luxottica disclose that the Meta AI Glasses collect audiovisual recordings,
3 without users' knowledge, intent, or consent, to be disseminated for manual review for the purpose
4 of developing Meta's AI model. Defendants also never obtained users' consent before doing so.

5 ***Plaintiff and Class Members Did Not Consent to Meta's Conduct***

6 94. Meta's privacy disclosures are contained within multiple separate documents
7 including the Supplemental Meta Platforms Technologies Privacy Policy, the Meta AI Terms of
8 Service, the Meta Voice Controls Privacy Notice, and the Supplemental Meta Platforms
9 Technologies Terms of Service. Each document cross-references the others, creating a network of
10 purported disclosures that no reasonable consumer would read entirely, let alone have a coherent
11 understanding of how their data is actually used.

12 95. The disclosures about human review are buried in subsections nominally about voice
13 recording storage, separated from the default-on disclosures about transcript storage. Thus, a user
14 who reads only the primary privacy policy, which is lengthy and cross-references other
15 documents, would not learn that "trained reviewers" means underpaid data annotators employed
16 by a commercial subcontractor in Nairobi, Kenya, as "trained reviewers" is not defined.

17 96. Meta does not specify what "trained reviewers" means, does not name Sama, does not
18 identify Kenya as a processing location, and does not describe human review of intimate video
19 footage.

20 97. Although it is "[b]uried in Meta's AI terms of use," Meta states that it may "review
21 your interactions with AIs, including the content of your conversations with or messages to AIs, and
22 this review can be automated or manual (human)."⁴³ This statement, however, does not explain that
23 audiovisual recordings will be made and transmitted to third parties. Furthermore, "given the kind of
24 information data annotators are being asked to review, many users don't appear to be aware of that
25 last piece of advice. Worst of all, owners of Meta's AI glasses simply don't have the option of making
26

27 ⁴³ Victor Tangermann, "Meta Workers Say They're Seeing Disturbing Things Through Users'
28 Smart Glasses," March 2, 2026, <https://futurism.com/artificial-intelligence/meta-disturbing-smart-glasses>.

1 use of the AI features without agreeing to share data shared with Meta’s remote servers. And once
2 the data is sent, it’s already often too late.”⁴⁴

3 98. All of this information is and was highly relevant to Plaintiff and Class Members
4 when they decided to purchase and use the Glasses.

5 99. At no point in any of Meta’s privacy documents does Meta disclose that intimate video
6 footage—including nudity, sexual activity, and bathroom visits—is reviewed by human
7 annotators, that those annotators are employed by Sama, a commercial data-labeling
8 subcontractor and the annotation takes place in Nairobi, Kenya, that Meta’s face-anonymization
9 algorithm frequently fails, leaving faces and bodies visible to reviewers, or that footage captured
10 during false or accidental activations of the “Hey Meta” wake word is also transmitted to the
11 annotators.

12 100. No reasonable consumer reading Meta’s privacy policies would understand that
13 wearing the Glasses in their home could result in footage of family members undressing, children
14 bathing, private banking details, or private conversations being transmitted to a location in Kenya to
15 be viewed by strangers.

16 101. Defendants’ representations regarding user privacy and data security were false and
17 misleading, and Defendants failed to disclose to customers the truth about how their personal data
18 would be collected, transmitted to, and reviewed by third parties.

19 CLASS ACTION ALLEGATIONS

20 102. Plaintiff brings this action as a class action on behalf of themselves, and all others
21 similarly situated pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3), and
22 seek certification of the following Classes:

23 **Nationwide Class:** All persons residing in the United States who purchased,
24 owned, or used Meta AI Glasses during the limitations period.

25 103. Excluded from the Class are Defendants and any entity in which either has a
26 controlling interest, current and former officers, directors, and employees of Defendants, the judges
27

28 ⁴⁴ *Id.*

1 and court staff assigned to this matter, and counsel for all parties.

2 104. Plaintiff reserves the right to modify the definitions of the class, including by using
3 additional subclasses, as appropriate based on further investigation and discovery obtained in the
4 case.

5 105. Members of the putative class are so numerous that their individual joinder herein is
6 impracticable. On information and belief, members of the putative class number in the millions. The
7 precise number of members of each of the putative class and their identities are unknown at this time
8 but may be determined through discovery. Members of the putative class may be notified of the
9 pendency of this action by mail and/or publication through the distribution records of Meta.

10 106. Common questions of law and fact exist as to all members of the putative class and
11 predominate over questions affecting only individual class members. Common legal and factual
12 questions include, but are not limited to, whether Meta has violated wiretapping statutes at issue here,
13 and whether class members are entitled to statutory damages for the violations.

- 14 (a) whether Defendants designed, marketed, and sold the Meta AI Glasses while
15 representing that the devices were privacy-protective and under the user's
16 control;
- 17 (b) whether Defendants failed to disclose material facts regarding how audio,
18 video, and other information captured by the Meta AI Glasses would be
19 collected, transmitted, processed, reviewed, or otherwise used;
- 20 (c) whether Meta intercepted, recorded, transmitted, stored, disclosed, or
21 otherwise used Plaintiff's and Class Members' communications through the
22 Meta AI Glasses;
- 23 (d) whether Defendants obtained valid consent from Plaintiff and Class Members
24 for the interception, collection, or disclosure of their communications;
- 25 (e) whether Defendants' conduct violated the California Invasion of Privacy Act,
26 the Federal Wiretap Act, and other laws asserted in this action;
- 27 (f) whether Defendants' conduct constituted an intrusion upon the seclusion or
28 private affairs of Plaintiff and Class Members;

- 1 (g) whether Defendants were unjustly enriched through the sale of the Meta AI
2 Glasses and the use of data captured through those devices; and
3 (h) whether Plaintiff and Class Members are entitled to damages, statutory
4 damages, restitution, disgorgement, injunctive relief, and other appropriate
5 relief.

6 107. Damages are capable of class-wide measurement through common proof, including
7 statutory damages available under CIPA and the Federal Wiretap Act and the price premium paid by
8 consumers for a product marketed as privacy-protective.

9 108. The claims of the named Plaintiff are typical of the claims of the members of the
10 putative class because the named Plaintiff, like all other class members, used the Meta AI Glasses
11 and had their audio, video, or electronic communications intercepted, recorded, transmitted, stored,
12 or disclosed by Meta.

13 109. Plaintiff is an adequate representative of the putative class because his interests do
14 not conflict with the interests of the class members he seeks to represent, he has retained competent
15 counsel experienced in prosecuting class actions, and he intends to prosecute this action vigorously.
16 The interests of the members of the putative class will be fairly and adequately protected by Plaintiff
17 and his counsel.

18 110. The class mechanism is superior to other available means for the fair and efficient
19 adjudication of the claims of the members of the putative class. Each individual member of the
20 putative class may lack the resources to undergo the burden and expense of individual prosecution
21 of the complex and extensive litigation necessary to establish Meta's liability. Individualized
22 litigation increases the delay and expense to all parties and multiplies the burden on the judicial
23 system presented by the complex legal and factual issues of this case. Individualized litigation also
24 presents a potential for inconsistent or contradictory judgments. In contrast, the class action device
25 presents far fewer management difficulties and provides the benefits of single adjudication, economy
26 of scale, and comprehensive supervision by a single court on the issue of Meta's liability. Class
27 treatment of the liability issues will ensure that all claims and claimants are before this Court for
28 consistent adjudication of the liability issues.

1 111. Plaintiff brings all claims in this action individually and on behalf of the members of
2 the putative class against Meta.

3 **COUNT I**
4 **Violation of the California Invasion of Privacy Act (“CIPA”)**
5 **California Penal Code §§ 631, 632**
6 ***(On behalf of Plaintiff and the Nationwide Class)***

7 112. Plaintiff repeats the allegations contained in the paragraphs 1 through 112 as if fully
8 set forth herein.

9 113. The California Invasion of Privacy Act (“CIPA”) is codified at Sections 630 to 638
10 of the California Penal code. The Act begins with its statement of purpose:

11 The Legislature hereby declares that advances in science and technology have
12 led to the development of new devices and techniques for the purpose of
13 eavesdropping upon private communications and that the invasion of privacy
14 resulting from the continual and increasing use of such devices and techniques
15 has created a serious threat to the free exercise of personal liberties and cannot
16 be tolerated in a free and civilized society.

17 Cal. Pen. Code § 630.

18 114. California Penal Code Section 631(a) provides, in pertinent part:

19 Any person who, by means of any machine, instrument, or contrivance, or in
20 any other manner . . . willfully and without the consent of all parties to the
21 communication, or in any unauthorized manner, reads, or attempts to read, or
22 to learn the contents or meaning of any message, report, or communication
23 while the same is in transit or passing over any wire, line, or cable, or is being
24 sent from, or received at any place within this state; or who uses, or attempts
25 to use, in any manner, or for any purpose, or to communicate in any way, any
26 information so obtained, or who aids, agrees with, employs, or conspires with
27 any person or persons to lawfully do, or permit, or cause to be done any of the
28 acts or things mentioned above in this section, is punishable by a fine not
exceeding two thousand five hundred dollars[.]

115. Defendants’ Meta AI Glasses constitute a “machine, instrument, contrivance, or ...
other manner” of interception under Section 631 of CIPA.

116. Defendants, through the use of Meta AI Glasses, intentionally intercepted, acquired,
and contemporaneously obtained Plaintiff’s and Class Members’ private and confidential electronic
communications without their consent.

1 117. Furthermore, Defendants aided, agreed with, employed, or conspired with each other,
2 as well as a third-party in another country, to intentionally intercept, acquire, and contemporaneously
3 obtain Plaintiff's and Class Members' private and confidential electronic communications without
4 their consent.

5 118. At all relevant times, Defendants, through the use of Meta AI Glasses, willfully and
6 without the consent of all parties to the communication, or in any unauthorized manner, read,
7 attempted to read or learn the contents or meaning of electronic communications of Plaintiff and
8 Class Members while those communications were in transit or passing over any wire, line or cable
9 or were being sent from or received at any place within California.

10 119. Defendant Meta's Terms of Service are governed by the laws of California. Upon
11 information and belief, Defendant Meta utilities servers that are located in California.

12 120. California Penal Code Section 632(a) provides, in pertinent part:

13 A person who, intentionally and without the consent of all parties to a
14 confidential communication, uses an electronic amplifying or recording
15 device to eavesdrop upon or record the confidential communication, whether
16 the communication is carried on among the parties in the presence of one
17 another or by means of a telegraph, telephone, or other device, except a radio,
18 shall be punished by a fine not exceeding two thousand five hundred dollars[.]

19 121. The data collected by Defendants constitutes "confidential communications," as that
20 term is used in Section 632 of CIPA, because Plaintiff and Class Members had objectively reasonable
21 expectations of privacy with respect to the private audio and video communications recorded on their
22 Meta AI Glasses.

23 122. Defendants, through the Meta AI Glasses, eavesdropped upon or recorded Plaintiff's
24 and Class Members' confidential communications.

25 123. Under both Section 631(a) and 632(a) of CIPA, Defendants are required to show that
26 they had the consent of all parties to a communication.

27 124. Plaintiff and Class Members did not consent to any of Defendants' actions in
28 implementing the wiretaps. Plaintiff and Class Members did not consent to Meta's access,
interception, reading, learning, recording, collection, and disclosing of Plaintiff's and Class

1 Members' confidential electronic communications.

2 125. Plaintiff and Class Members have been injured by violations of Section 631 and 632
3 of the California Penal Code, and thus seek all relief available under Section 637.2, including
4 injunctive relief and statutory damages of \$5,000 per violation.

5 **COUNT II**
6 **Violation of the Federal Wiretap Act**
7 **18 U.S.C. § 2510 *et seq.***
8 ***(On behalf of Plaintiff and the Nationwide Class)***

9 126. Plaintiff repeats the allegations contained in the paragraphs 1 through 112 as if fully
10 set forth herein.

11 127. The Federal Wiretap Act, as amended by the Electronic Communications Privacy Act
12 of 1986, prohibits the intentional interception of the contents of any wire, oral, or electronic
13 communication through the use of a device. 18 U.S.C. § 2511.

14 128. Defendants' actions in intercepting, transmitting, and disclosing users' electronic
15 communications recorded on Meta AI Glasses to an undisclosed third-party in another country were
16 intentional. Defendants knowingly designed and implemented systems that transmitted captured
17 audiovisual recordings to their servers for processing, analysis, and review.

18 129. These transmissions—the private audio and video communications recorded on
19 Plaintiff's and Class Members' Meta AI Glasses—were intercepted without authorization and are
20 “transfer[s] of signs, signals, writing, . . . data, [and] intelligence of [some] nature transmitted in
21 whole or in part by a wire, radio, electromagnetic, photoelectronic, or photo optical system that
22 affects interstate commerce[,]” and were therefore “electronic communications” within the meaning
23 of 18 U.S.C § 2510(12).

24 130. Defendants' interception of electronic communications that Plaintiff and Class
25 Members were sending and receiving was done contemporaneously with Plaintiff's and Class
26 Members' sending and receipt of those communications.

27 131. The electronic communications intercepted by Defendants included “contents” of
28 electronic communications as defined by 18 U.S.C. § 2510 because it included audio and video

1 communications.

2 132. Defendants' Meta AI Glasses constitute "devices" within the meaning of 18 U.S.C.
3 2510(5).

4 133. Defendants, in the conduct alleged here, were not providing an "electronic
5 communication service" as that term is defined in 18 U.S.C. § 2510(12) and used elsewhere in the
6 Wiretap Act. Defendants were not acting as an Internet Service Provider.

7 134. Plaintiff and Class Members did not consent to Defendants' continued gathering of
8 their electronic communications.

9 135. After intercepting the communications, Defendants disclosed the contents of the
10 communications knowing or having reason to know that such information was obtained through the
11 interception of electronic communications in violation of 18 U.S.C. § 2511(1)(c).

12 136. Defendants used and disclosed the contents of those communications with third
13 parties for the purpose of committing a crime or tort, including but not limited to, the tort of intrusion
14 upon seclusion.

15 137. As a result of this conduct, the Court may assess statutory damages to Plaintiff and
16 Class Members; injunctive and declaratory relief; punitive damages in an amount to be determined
17 by a jury, but sufficient to prevent the same or similar conduct by Defendants in the future, and
18 reasonable attorneys' fees and other litigations costs reasonably incurred.

19
20
21
22 **COUNT III**
Intrusion Upon Seclusion
(On behalf of Plaintiff and the Nationwide Class)
23

24 138. Plaintiff repeats the allegations contained in the paragraphs 1 through 112 as if fully
25 set forth herein.

26 139. Under California law, Plaintiff asserting claims for intrusion upon seclusion must
27 plead two elements: (1) an intentional intrusion upon a private place, conversation, or matter; and
28 (2) the intrusion must be in a manner highly offensive to a reasonable person.

1 140. Defendants intentionally intruded into Plaintiff’s and Class Members’ private affairs
2 in a highly offensive manner through its interception, transmission, and disclosure of Plaintiff’s and
3 Class Members’ audio and video communications to human data annotators in Nairobi, Kenya.

4 141. Defendants’ intentional intrusion is highly offensive to a reasonable person because
5 Plaintiff and Class Members have a reasonable expectation of privacy in the audio and video
6 communications recorded on their Meta AI Glasses, particularly in places such as their homes, while
7 using the bathroom or changing rooms, or during private conversations.

8 142. Plaintiff could not reasonably expect that by simply using the Meta AI Glasses, which
9 have AI features that are inherently understood to be performed by computer systems, Defendants
10 would intercept, transmit, and disclose their private audio and video communications to a third-party
11 in another country, let alone one that employs human data annotators to review their private
12 communications.

13 143. Defendants’ intrusion upon Plaintiff’s and Class Members’ private affairs and
14 concerns are highly offensive to an ordinary reasonable person, especially considering: (a) the highly
15 sensitive and personal nature of the audio and video communications at issue; (b) the extensive scope
16 of the intrusion, with millions of users nationwide; (c) Defendants’ removal of the audio recording
17 opt-out feature in or around April 2025; (d) Defendants’ active concealment of the extent of the
18 human review employed for Meta AI; (e) the failure of the Glasses’ anonymization feature when
19 disclosing the audio and video communications to human annotators; and (f) the international
20 transfer of data to an undisclosed third-party in another country without comparable data privacy
21 protections.

22 144. Defendants’ conduct would be highly offensive to a reasonable person, particularly
23 given Defendants’ extensive and false public statements regarding their commitment to user privacy.

24 145. Defendants’ conduct has harmed Plaintiff and Class Members by diminishing the
25 value of their private audio and video communications, and causing loss of privacy, due to
26 Defendants rendering no longer private the confidential audio and video communications that
27 Plaintiff and Class Members intended to remain private.

28 146. As a result of Defendants’ conduct, Plaintiff and Class Members seek actual damages,

1 compensatory damages, restitution, disgorgement, general damages, nominal damages, unjust
2 enrichment, punitive damages, and any other relief the Court deems just.

3 **COUNT IV**
4 **Unjust Enrichment**
5 *(On behalf of Plaintiff and the Nationwide Class)*

6 147. Plaintiff repeats the allegations contained in the paragraphs 1 through 112 as if fully
7 set forth herein.

8 148. To the extent required by law, this count is alleged in the alternative to legal claims
9 pursuant to Fed. R. Civ. P. 8.

10 149. Plaintiff and Class Members conferred a monetary benefit on Defendants.
11 Specifically, they purchased the Meta AI Glasses from Defendants and/or their agents and in doing
12 so provided Defendants with their private audio and video communications.

13 150. Had Plaintiff known Defendants would intercept, transmit, and disclose their private
14 audio and video communications to an undisclosed third-party in another country, Plaintiff may have
15 paid significantly less for the Meta AI Glasses, or simply would not have purchased them at all.

16 151. Defendants knew that Plaintiff and Class Members conferred a benefit upon
17 Defendants which they accepted. Defendants profited from Plaintiff and Class Members private
18 audio and video communications and used the communications for commercial purposes, including
19 the training of its Llama AI models, product development, and improving its targeted marketing
20 systems. Audiovisual recordings captured through the Meta AI Glasses provide uniquely valuable
21 real-world datasets used to train and improve artificial-intelligence systems, conferring substantial
22 economic value on Defendants. Defendants also received the monetary benefit from the sale of the
23 Glasses themselves.

24 152. Under the principles of equity and good conscience, Defendant should not be
25 permitted to retain the wrongfully and unlawfully received benefits at the expense of Plaintiff and
26 Class Members.

27 153. Plaintiff and Class Members have no adequate remedy at law for this count.

28 154. As a direct and proximate result of Defendants' actions, Plaintiff and Class Members

1 have suffered and will continue to suffer injury.

2 155. Defendants should be compelled to disgorge into a common fund or constructive trust,
3 for the benefit of Plaintiff and Class Members, proceeds that they unjustly received from them, or to
4 refund the amounts that Plaintiff and Class Members overpaid for Defendants' Meta AI Glasses.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, seeks
7 judgment against Meta, as follows:

- 8 a. For an order certifying the putative class, naming Plaintiff as the representatives of
9 the putative class, and naming Plaintiff's attorneys as Class Counsel to represent the
10 members of the putative class;
- 11 b. For an order declaring that Meta's conduct violates the statutes referenced herein;
- 12 c. For an order finding in favor of Plaintiff and the putative class on all counts asserted
13 herein;
- 14 d. For actual and/or statutory damages in amounts to be determined by the Court and/or
15 jury;
- 16 e. For prejudgment interest on all amounts awarded;
- 17 f. For injunctive relief as pleaded or as the Court may deem proper; and
- 18 g. For an order awarding Plaintiff and the putative class their reasonable attorneys' fees
19 and expenses and costs of suit.

20 **JURY TRIAL DEMANDED**

21 Plaintiff demands a trial by jury on all claims so triable.

22
23 Dated: March 19, 2026

Respectfully submitted,

24 **MORGAN & MORGAN**
25 **COMPLEX LITIGATION GROUP**

26 By: /s/ Michael F. Ram
27 MICHAEL F. RAM (SBN 104805)
28 1390 Market Street, Suite 200
San Francisco, CA 94102
Telephone: (415) 358-6913

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

Facsimile: (415) 358-6923
Email: mram@forthepeople.com

**MORGAN & MORGAN
COMPLEX LITIGATION GROUP**

John A. Yanchunis*
201 North Franklin Street, 7th Floor
Tampa, Florida 33602
jyanchunis@forthepeople.com

HECHT PARTNERS LLP

Kathryn (Lee) Boyd
Cal. Bar. No. 189496
2121 Avenue of the Stars, Suite 800
Los Angeles, CA 90067
Telephone: (646) 502-9515
lboyd@hechtpartners.com

HECHT PARTNERS LLP

Lori G. Feldman*
David L. Hecht*
Brittany L. Sackrin*
Justin Alvarez-Herman*
Tiffany Wong*
125 Park Avenue, 25th Floor
New York, NY 10017
Phone: (212) 851-6821
dhecht@hechtpartners.com
lfeldman@hechtpartners.com
bsackrin@hechtpartners.com
jalvarezherman@hechtpartners.com
twong@hechtpartners.com

EMERSON FIRM, PLLC

John G. Emerson*
2500 Wilcrest, Suite 300
Houston, TX 77042-2754
Telephone: (800) 551-8649
Facsimile: (501) 286-4659
jemerson@emersonfirm.com

Attorneys for Plaintiffs

**Pro Hac Vice forthcoming*

CIVIL COVER SHEET - for people without lawyers only

See Civil Local Rule 3-2 (amended April 28, 2025), which requires the filing of a civil cover sheet only by those unrepresented by counsel.

I. PLAINTIFF(S)

JEFFREY BOYLETT, individually and on behalf of all others similarly situated,

County of Residence of First Listed Plaintiff: Leave blank in cases where United States is plaintiff.

Attorney or Pro Se Litigant Information (Firm Name, Address, and Telephone Number)

Morgan and Morgan Complex Litigation Group, 1390 Market Street, Suite 200, San Francisco, CA 94102 Telephone: (415) 358-6913

DEFENDANT(S)

META PLATFORMS, INC., and LUXOTTICA OF AMERICA, INC.,

County of Residence of First Listed Defendant: Use ONLY in cases where United States is plaintiff.

Defendant's Attorney's Name and Contact Information (if known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- U.S. Government Plaintiff, Federal Question, U.S. Government Defendant, Diversity

III. CAUSE OF ACTION

Cite the U.S. Statute under which you are filing: (Use jurisdictional statutes only for diversity)

2005, 28 U.S.C. § 1332(d)

Brief description of case: Violation of the California Invasion of Privacy Act

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with columns: CONTRACT, TORTS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes sub-sections like PERSONAL INJURY, CIVIL RIGHTS, PRISONER PETITIONS, HABAES CORPUS, and OTHER.

V. ORIGIN (Place an "X" in One Box Only)

- Original Proceeding, Removed from State Court, Remanded from Appellate Court, Reinstated or Reopened, Transferred from Another District, Multidistrict Litigation-Transfer, Multidistrict Litigation-Direct File

VI. FOR DIVERSITY CASES ONLY: CITIZENSHIP OF PRINCIPAL PARTIES

Table with columns: Plaintiff, Defendant. Rows for Citizen of California, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In California, Incorporated and Principal Place of Business In Another State, Foreign Nation.

VII. REQUESTED IN COMPLAINT

- Check if the complaint contains a jury demand. Check if the complaint contains a monetary demand. Amount: 5,000,000.00. Check if the complaint seeks class action status under Fed. R. Civ. P. 23. Check if the complaint seeks a nationwide injunction or Administrative Procedure Act vacatur.

VIII. RELATED CASE(S) OR MDL CASE

Provide case name(s), number(s), and presiding judge(s).

IX. DIVISIONAL ASSIGNMENT pursuant to Civil Local Rule 3-2

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 03/19/2026

SIGNATURE OF ATTORNEY OR PRO SE LITIGANT /s/ Michael F. Ram

COMPLETING THE CIVIL COVER SHEET

Complete the form as follows:

- I. Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.
- Attorney/Pro Se Litigant Information.** Enter the firm name, address, telephone number, and email for attorney of record or pro se litigant. If there are several individuals, list them on an attachment.
- II. Jurisdiction.** Under Federal Rule of Civil Procedure 8(a), pleadings must establish the basis of jurisdiction. If multiple bases for jurisdiction apply, prioritize them in the order listed:
- (1) *United States plaintiff.* Jurisdiction based on 28 U.S.C. §§ 1345 and 1348 for suits filed by the United States, its agencies or officers.
 - (2) *United States defendant.* Applies when the United States, its agencies, or officers are defendants.
 - (3) *Federal question.* Select this option when jurisdiction is based on 28 U.S.C. § 1331 for cases involving the U.S. Constitution, its amendments, federal laws, or treaties (but use choices 1 or 2 if the United States is a party).
 - (4) *Diversity of citizenship.* Select this option when jurisdiction is based on 28 U.S.C. § 1332 for cases between citizens of different states and complete Section VI to specify the parties’ citizenship. Note: Federal question jurisdiction takes precedence over diversity jurisdiction.
- III. Cause of Action.** Enter the statute directly related to the cause of action and give a brief description of the cause. Do not cite jurisdictional statutes unless jurisdiction is based on diversity. Example: U.S. Civil Statute: 47 U.S.C. § 553. Brief Description: Unauthorized reception of cable service.
- IV. Nature of Suit.** Check one of the boxes. If the case fits more than one nature of suit, select the most definitive or predominant.
- V. Origin.** Check one of the boxes:
- (1) *Original Proceedings.* Cases originating in the United States district courts.
 - (2) *Removed from State Court.* Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C. § 1441. When the petition for removal is granted, check this box.
 - (3) *Remanded from Appellate Court.* Check this box for cases remanded to the district court for further action, using the date of remand as the filing date.
 - (4) *Reinstated or Reopened.* Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) *Transferred from Another District.* Check this box for cases transferred under Title 28 U.S.C. § 1404(a). Do not use this for within-district transfers or multidistrict litigation (MDL) transfers.
 - (6) *Multidistrict Litigation Transfer.* Check this box when a multidistrict (MDL) case is transferred into the district under authority of Title 28 U.S.C. § 1407.
 - (7) *Multidistrict Litigation Direct File.* Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket.
- VI. Residence (citizenship) of Principal Parties.** Mark for each principal party *only* if jurisdiction is based on diversity of citizenship.
- VII. Requested in Complaint.**
- (1) *Jury demand.* Check this box if plaintiff’s complaint demanded a jury trial.
 - (2) *Monetary demand.* For cases demanding monetary relief, check this box and enter the actual dollar amount being demanded.
 - (3) *Class action.* Check this box if plaintiff is filing a class action under Federal Rule of Civil Procedure 23.
 - (4) *Nationwide injunction.* Check this box if plaintiff is seeking a nationwide injunction or nationwide vacatur pursuant to the Administrative Procedures Act.
- VIII. Related Cases.** If there are related pending case(s), provide the case name(s) and number(s) and the name(s) of the presiding judge(s). If a short-form MDL complaint is being filed, furnish the MDL case name and number.
- IX. Divisional Assignment.** Identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.” Note that case assignment is made without regard for division in the following case types: Property Rights (Patent, Trademark and Copyright), Prisoner Petitions, Securities Class Actions, Anti-Trust, Bankruptcy, Social Security, and Tax.