

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

Attorneys for Plaintiff

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: (888) 421-4529
Fax: (888) 421-4173
dhecht@hechtpartners.com
lfeldman@hechtpartners.com
bsackrin@hechtpartners.com
jalvarezherman@hechtpartners.com
twong@hechtpartners.com
**Pro Hac Vice forthcoming*

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

SHANETTA KIMBER, JALEESA SYKES, and
W.R. BUTLER, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

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

Defendants.

Case No. 3:26-cv-2243

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiffs Shanetta Kimber, Jaleesa Sykes, and W.R. Butler (collectively, “Plaintiffs”) bring
2 this putative class action on behalf of themselves and all others similarly situated (“Class Members”)
3 against Defendants Meta Platforms, Inc. (“Meta”) and Luxottica of America, Inc. (“Luxottica”)
4 (collectively, “Defendants”), for privacy violations arising out of the unlawful use of Plaintiffs’ and
5 Class Members’ private audio and visual recordings on their Meta AI-enabled smart glasses (the
6 “Meta AI Glasses” or “Glasses”).

7 NATURE OF THE ACTION

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

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

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

27 4. One reviewer described the experience bluntly: “We see everything—from living
28 rooms to naked bodies. Meta has that type of content in its databases. People can record themselves

1 in the wrong way and not even know what they are recording.” Other subcontractors reported
2 encountering recordings containing highly sensitive identifying information, including bank cards,
3 personal paperwork, and private documents inadvertently captured by the glasses’ cameras.

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

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

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

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

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

27 10. The result was predictable. By 2025, millions of pairs of Meta AI Glasses had
28 reportedly been sold. With each new device placed into circulation, the scope of potential privacy

1 exposure expanded—not only for users but also for family members, guests, children, and bystanders
2 who never meaningfully consented to being recorded or having recordings of their lives viewed by
3 remote human reviewers.

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

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

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

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

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

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

28

THE PARTIES

1
2 17. Plaintiff Shanetta Kimber is a citizen of Cook County, Illinois. In late 2025, Plaintiff
3 Kimber purchased the Ray Ban Meta AI Glasses from Target.

4 18. Plaintiff Jaleesa Sykes is a citizen of Cook County, Illinois. Plaintiff Sykes received
5 the Ray Ban Meta AI Glasses as a gift in late 2025.

6 19. Plaintiff W.R. Butler is a citizen of Ocean County, New Jersey. In February 2026,
7 Plaintiff Butler purchased the Ray Ban Meta AI Glasses from Meta.com.

8 20. Meta is a Delaware corporation with its headquarters in Menlo Park, California. Meta
9 does business throughout California. Meta designs, manufactures (in partnership with
10 EssilorLuxottica S.A.), distributes, markets, and sells the Meta AI Glasses. Meta owns and operates
11 the AI software, cloud infrastructure, data processing systems, and contractual relationships through
12 which user-captured footage flows from the Glasses to Meta’s servers and onward to its
13 subcontractors.

14 21. Defendant Luxottica of America, Inc. is an Ohio corporation with its principal place
15 of business located in Mason, Ohio. On information and belief, Luxottica, in partnership with Meta,
16 advertises, markets, and sells the Meta AI Glasses throughout the United States. Luxottica also
17 participates in branding, product promotion, and consumer disclosures regarding the privacy and
18 functionality of the Meta AI Glasses and therefore played a direct role in disseminating the privacy
19 representations challenged in this action. The conduct described herein was authorized, ratified,
20 and/or approved by Luxottica and its agents, and the advertisements for and promotion of Meta AI
21 Glasses were disseminated throughout California and the nation by Luxottica and its agents to
22 deceive and mislead consumers into purchasing the Meta AI Glasses. Luxottica, as Meta’s
23 manufacturing, branding, and retail partner and the U.S. distributor operating consumer-facing
24 channels, participated in, approved, and disseminated the privacy misrepresentations and omissions
25 alleged herein, and is independently liable, along with Meta, for its role in deceiving consumers
26 about the privacy implications of the Meta AI Glasses.

JURISDICTION AND VENUE

1 27. EssilorLuxottica’s role was not limited to licensing the Ray-Ban name. The company
2 contributed its eyewear brands, frame design expertise, lens and fit customization options, and global
3 retail distribution network, enabling the smart glasses to be marketed through established eyewear
4 channels as premium consumer eyewear rather than a niche technology device.

5 28. Meta, for its part, supplied the connected-device architecture, voice assistant
6 functionality, mobile application ecosystem, and AI-driven software features that transformed the
7 glasses from ordinary eyewear into a network-connected wearable computing device capable of
8 capturing and transmitting user-generated data.

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

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

19 31. The companies continued to deepen their relationship after the second-generation
20 launch. In September 2024, Reuters reported that Meta and EssilorLuxottica had extended their
21 smart-glasses partnership through a new long-term agreement to continue developing smart
22 eyewear.⁴

23
24 ² *Ray-Ban and Facebook Introduce Ray-Ban Stories, First-Generation Smart Glasses*, Meta Tech
25 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).

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

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

1 32. By 2024, Meta was publicly touting the commercial success of the jointly developed
2 product line, stating that its second-generation smart glasses, developed in partnership with
3 EssilorLuxottica, were “selling out faster than we can make them.”⁵ Meta also announced additional
4 styles and new Meta AI features for the Ray-Ban Meta line of Meta AI Glasses, including “Meta AI
5 with Vision,” which allows users to ask the glasses about what they are seeing and receive helpful
6 information completely hands-free.⁶

7 33. Accordingly, Meta and EssilorLuxottica jointly developed, designed, branded,
8 distributed, and commercialized the Meta AI Glasses and jointly benefited from their sale and
9 expansion in the consumer market

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

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

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

21 36. Because the Meta AI Glasses are designed to capture audiovisual information from
22 the user’s surroundings during routine daily activities, the devices inevitably record private spaces

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24 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/>
25 (last accessed Mar. 15, 2026).

26 ⁶ *Id.*

27 ⁷ *Introducing Ray-Ban Stories: First-Generation Smart Glasses*, Meta (Sept. 9, 2021),
<https://about.fb.com/news/2021/09/introducing-ray-ban-stories-smart-glasses/> (last accessed Mar.
28 15, 2026).

⁸ *Id.*

1 such as homes, bedrooms, bathrooms, offices, and other locations where individuals possess the
2 highest expectations of privacy.

3 37. After photos or videos are captured, the content can be imported into Meta's
4 companion application for the glasses, the Meta AI app (formerly Meta View (2021-2025) and
5 Facebook View prior), which runs on the user's smartphone. Meta explains that the application
6 "makes it easy to import, edit and share content captured on the smart glasses" to applications on the
7 user's phone, including Facebook, Instagram, WhatsApp, Messenger, Twitter, TikTok, and
8 Snapchat. The application also allows users to save captured content to their phone's camera roll and
9 manage or edit the media before sharing it through Meta's platforms or other services.⁹

10 38. Meta AI Glasses are not merely passive recording devices, but integrated computing
11 hardware designed to interact with Meta's artificial-intelligence ecosystem. Meta announced that the
12 current generation of its smart glasses includes "improved audio and cameras" and allows users to
13 interact with "Meta AI, our advanced conversational assistant," by saying "Hey Meta."¹⁰ Through
14 this system, the glasses capture audiovisual information from the user's surroundings and enable
15 users to obtain information and control device features through voice interaction.

16 39. The glasses are powered by the Qualcomm Snapdragon AR1 Gen 1 platform. Meta
17 states that the processor enables higher-quality photo and video processing and faster compute
18 performance for the device.¹¹ Qualcomm explains that the Snapdragon AR1 Gen 1 platform enables
19 seamless capture, livestreaming, notifications, and "powerful on-glass AI," while supporting high-
20 quality photo and video capture and advanced wireless connectivity.¹² The processor includes dual
21 image signal processors for premium media capture and is optimized for lightweight, battery-
22 efficient wearable devices, enabling the glasses to capture audiovisual information from the wearer's

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25 ⁹ *Id.*

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

27 ¹¹ *Id.*

28 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).

1 surroundings and transmit that information for software processing and AI-enabled functionality.¹³

2 40. Captured media does not remain solely on the glasses themselves. Meta explains that
3 “media you capture with AI glasses must be imported to Meta’s AI mobile app (*i.e.*, the Meta View
4 app, now called the Meta AI app) before you can view or share it.”¹⁴ Once imported, the media is
5 transferred to the user’s phone and removed from the glasses, after which it can be stored, managed,
6 edited, or shared through Meta’s software ecosystem and social-media platforms.

7 41. The glasses also integrate with Meta’s artificial-intelligence assistant, which allows
8 users to interact with the device using voice commands. Users can activate the AI assistant by saying
9 the wake phrase “Hey Meta,” enabling the glasses to respond to questions, provide information, and
10 control device functions using Meta’s AI systems.¹⁵

11 42. When users interact with Meta AI through the glasses by issuing voice commands,
12 the device can capture an image of the wearer’s surroundings and transmit that photo to Meta’s cloud
13 for processing with artificial-intelligence systems. After the image is analyzed, Meta AI generates a
14 response that is delivered to the user through the glasses’ audio interface.¹⁶

15 43. The artificial-intelligence assistant integrated into the glasses forms part of Meta’s
16 broader AI ecosystem. In 2025, Meta introduced a dedicated Meta AI application and explained that
17 the assistant “uses Llama 4.” Meta further stated that Meta AI is used across its products, including
18 WhatsApp, Instagram, Facebook, Messenger, and Meta AI Glasses.¹⁷

19 44. Meta’s Meta AI assistant operates as part of the company’s broader artificial-
20 intelligence ecosystem. Meta has publicly stated that its AI products—including Meta AI—are
21 powered by its Llama family of large-language models. These models are designed to process
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23 ¹³ *Id.*

24 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).

25 ¹⁵ *Id.*

26 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).

27 ¹⁷ *Introducing the Meta AI App: A New Way to Access Your AI Assistant, Meta Newsroom* (Apr.
28 29, 2025), <https://about.fb.com/news/2025/04/introducing-meta-ai-app-new-way-access-ai-assistant/> (last accessed Mar. 15, 2026).

1 multiple forms of input, including text and images. As a result, when users interact with Meta AI
2 through the glasses—such as by asking questions about what they are seeing—visual information
3 captured by the device can be transmitted to Meta’s AI systems for analysis, enabling the system to
4 generate responses based on the visual content.

5 45. Meta describes the Meta AI assistant as a system designed to help users “solve
6 problems, navigate your daily questions, and better understand the world around you.”¹⁸ Through
7 the glasses, this capability allows users to interact with the assistant using voice commands and
8 receive AI-generated responses to their questions.

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

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

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

24 48. From the time the smart glasses were first introduced, Defendants promoted the
25 product as one designed with privacy safeguards and user control over personal data. In press
26

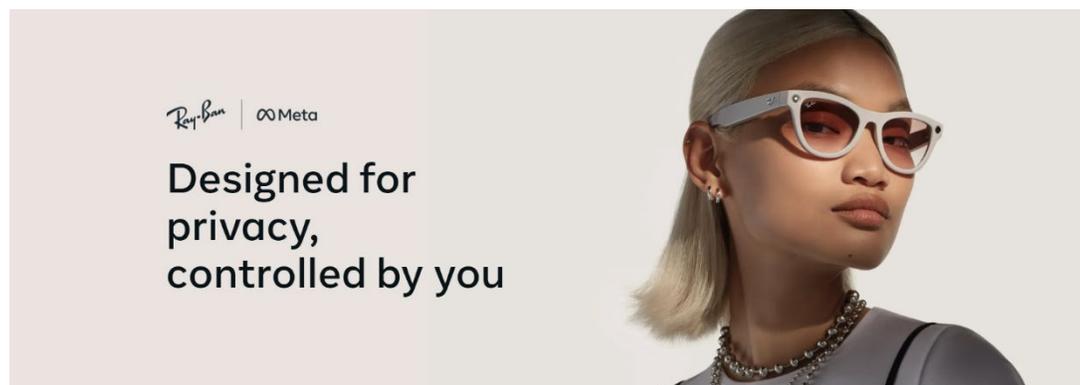
27 ¹⁸ *Id.*

28 ¹⁹ *Id.*

1 materials announcing the launch of the glasses in September 2021, Defendants represented that the
2 device was “designed with privacy in mind” and included features intended to provide “control and
3 peace of mind to both device owners and bystanders.”²⁰

4 49. Defendants highlighted privacy protections as a central selling point for the Meta AI
5 Glasses. In product pages, advertising campaigns, and promotional materials, Defendants assured
6 consumers that users maintained authority over their information, promoting the device with
7 statements such as “Designed for privacy, controlled by you” and “You’re in control of your data
8 and content.” Defendants similarly represented that the glasses were “built for your privacy and
9 others’ too.”²¹

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



20

21 51. Defendants also represented that the glasses include device settings and software
22 controls allowing users to manage the content captured by the device and determine how that content
23 is stored, used, and shared. In marketing materials and product descriptions, Defendants emphasized

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25 ²⁰ 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).

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).

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1 that users remained in control of their information, prominently stating: “You’re in control of your
 2 data and content.” Defendants further represented that “clear, easy device and app settings help you
 3 manage your information,” enabling users to decide “what content you choose to share with others,
 4 and when.”²³

5 **You’re in
 6 control of
 7 your data
 8 and
 9 content.**

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



15 Privacy Settings that matter

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



22 Power down for peace of
 23 mind

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



27 An added layer of security

28 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.

52. 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

53. 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

26 ²³ *Id.*

27 ²⁴ 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 time.”²⁵

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

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

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

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

21 58. Reasonable consumers purchasing a wearable device marketed as “designed for
22 privacy” and “controlled by you” would understand that any artificial-intelligence processing occurs

23 ²⁵ *Ray-Ban and Facebook Introduce Ray-Ban Stories, First-Generation Smart Glasses, Meta Tech*
24 *(Sept. 9, 2021)*, [https://tech.facebook.com/reality-labs/2021/9/ray-ban-and-facebook-introduce-ray-ban-stories-](https://tech.facebook.com/reality-labs/2021/9/ray-ban-and-facebook-introduce-ray-ban-stories-first-generation-smart-glasses/)
25 [first-generation-smart-glasses/](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).

26 ²⁶ *Id.*

27 ²⁷ EssilorLuxottica, *Ray-Ban and Meta Launch the Next Generation of Smart Glasses* (Sept. 27,
28 2023), [https://www.essilorluxottica.com/en/newsroom/press-releases/ray-ban-and-meta-launch-the-](https://www.essilorluxottica.com/en/newsroom/press-releases/ray-ban-and-meta-launch-the-next-generation-of-smart-glasses/)
[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 *Id.*

1 through automated computer systems at *the user's option*—not through compulsory human review
2 of intimate audiovisual recordings captured inside their homes or other private spaces. Defendants’
3 marketing reinforced that understanding by repeatedly emphasizing user control and privacy
4 safeguards while omitting the existence of human review of recordings.

5 ***Defendants Failed to Disclose the True Scope of Data Transmission, Human Review,***
6 ***and AI Training Use.***

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

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

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

25 62. Meta’s AI terms also acknowledge that interactions with the company’s artificial-
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27 ²⁹ Meta Platforms, *Supplemental Meta Platforms Technologies Privacy Policy*,
28 <https://www.meta.com/legal/privacy-policy/> (last accessed Mar. 15, 2026).

1 intelligence systems may be reviewed. Meta states that it may “review your interactions with AIs,
2 including the content of your conversations with or messages to AIs,” and that “this review may be
3 automated or manual (human).”³⁰ However, these statements appear in lengthy terms and policy
4 documents rather than in Defendants’ consumer-facing marketing materials and do not explain the
5 scope of any human review processes associated with users’ AI interactions through the glasses.

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

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

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

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

24 67. Defendants’ marketing created the impression that interactions with the Meta AI
25 assistant were processed automatically by computer systems *controlled by the user*. In reality,
26 audiovisual recordings captured through the glasses could be involuntarily routed into human-review

27 _____
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 pipelines used to train and evaluate Meta’s artificial-intelligence systems.

2 ***Investigative Reporting Revealed That Sensitive User Content Was Reviewed By Human***
3 ***Contractors***

4 68. When users activate the artificial-intelligence features of the Meta AI Glasses—such
5 as by pressing the capture button or issuing the wake command “Hey Meta”—the device records
6 audiovisual information from the wearer’s surroundings. That information is transmitted through
7 Meta’s infrastructure for AI processing.

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

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

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

22 72. In February 2026, the Swedish newspapers *Svenska Dagbladet* and *Göteborgs-Posten*
23 published a joint investigation examining the human labor used to train and evaluate Meta’s AI
24 systems associated with the smart glasses. The investigation was based on interviews with more than
25 thirty workers involved in reviewing images, videos, and speech data used to train Meta’s AI
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/met-as-ai-smart-glasses-and-data-privacy-concerns-workers-say-we-see-everything> (last accessed Mar. 15, 2026).

1 systems.

2 73. The investigation reported that Meta relies on human contractors who review and
3 label captured content so that Meta’s systems can learn to interpret real-world scenes and
4 conversations. These workers are referred to as “data annotators,” individuals responsible for
5 reviewing and labeling captured images, videos, and transcripts so that Meta’s AI systems can better
6 understand real-world environments.³² The report describes these workers as “the manual labourers
7 of the AI revolution,” responsible for labeling and reviewing real-world footage that trains Meta’s
8 artificial-intelligence technologies.³³

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

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

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

23 77. The investigation also described footage in which users recorded intimate moments

24 ³² *Id.*

25 ³³ *Id.*

26 ³⁴ *Id.*

27 ³⁵ *Id.*

28 ³⁶ *Id.*

³⁷ *Id.*

1 involving other individuals without their apparent awareness. For example, workers reported seeing
2 clips in which a user placed the glasses on a bedside table and left the room, after which the device
3 captured another person entering and changing clothes.

4 78. In addition to intimate footage, workers reported reviewing recordings that exposed
5 sensitive personal information. The report describes videos in which bank cards and other financial
6 details were visible on camera. Workers also reported reviewing user conversations and
7 transcriptions generated through interactions with the AI assistant, including discussions about
8 crimes, protests, and sexually explicit comments about other individuals.

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

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

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

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

26 83. When journalists sought answers from Meta regarding how highly private recordings
27 could reach human reviewers or how the company informs users about these practices, Meta did not
28 provide direct responses. Instead, the company referred reporters to its existing terms of use and

1 privacy policies without addressing the specific questions raised by the investigation.

2 84. As a result, consumers using the Meta AI Glasses were not clearly informed that
3 audiovisual recordings captured by the device—including recordings of nudity, sexual activity,
4 private household moments, financial information, and personal conversations—could be
5 transmitted to Meta’s systems, reviewed by human contractors located abroad, and used as part of
6 the processes through which Meta develops and improves its artificial-intelligence technologies.

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

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

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

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

19 88. In fact, Meta’s website has an entire separate page dedicated to the privacy features
20 of the Meta AI Glasses, <https://www.meta.com/ai-glasses/privacy/>, which states that the Meta AI
21 Glasses are “designed for privacy, controlled by you.” The same page states: “You’re in control of
22 your data and content. Clear, easy device and app settings help you manage your information, giving
23 you control over what content you choose to share with others, and when.” It also states that the
24 Glasses have “Privacy Settings that matter. Easy to access settings let you view and manage the
25 information you share with Meta. Meta collects data needed to help ensure your glasses and app are
26 reliable, secure, and operating normally. You can choose to share additional data to improve the
27
28

1 experience.”³⁸

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

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

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

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

24
25 ³⁸ <https://www.meta.com/ai-glasses/privacy/> (last accessed Mar. 15, 2026).

26 ³⁹ *Id.*

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

28 ⁴¹ *Id.*

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

1 93. Plaintiffs and Class Members relied on Defendants’ privacy assurances when
2 purchasing the Glasses.

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

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

11 ***Plaintiffs and Class Members Did Not Consent to Meta’s Conduct***

12 96. Meta’s privacy disclosures are contained within multiple separate documents
13 including the Supplemental Meta Platforms Technologies Privacy Policy, the Meta AI Terms of
14 Service, the Meta Voice Controls Privacy Notice, and the Supplemental Meta Platforms
15 Technologies Terms of Service. Each document cross-references the others, creating a network of
16 purported disclosures that no reasonable consumer would read entirely, let alone have a coherent
17 understanding of how their data is actually used.

18 97. The disclosures about human review are buried in subsections nominally about voice
19 recording storage, separated from the default-on disclosures about transcript storage. Thus, a user
20 who reads only the primary privacy policy, which is lengthy and cross-references other
21 documents, would not learn that “trained reviewers” means underpaid data annotators employed
22 by a commercial subcontractor in Nairobi, Kenya, as “trained reviewers” is not defined.

23 98. Meta does not specify what “trained reviewers” means, does not name Sama, does not
24 identify Kenya as a processing location, and does not describe human review of intimate video
25 footage.

26 99. Although it is “[b]uried in Meta’s AI terms of use,” Meta states that it may “review
27 your interactions with AIs, including the content of your conversations with or messages to AIs, and
28

1 this review can be automated or manual (human).”⁴³ This statement, however, does not explain that
2 audiovisual recordings will be made and transmitted to third parties. Furthermore, “given the kind of
3 information data annotators are being asked to review, many users don’t appear to be aware of that
4 last piece of advice. Worst of all, owners of Meta’s AI glasses simply don’t have the option of making
5 use of the AI features without agreeing to share data shared with Meta’s remote servers. And once
6 the data is sent, it’s already often too late.”⁴⁴

7 100. All of this information is and was highly relevant to Plaintiffs and Class Members
8 when they decided to purchase and use the Glasses.

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

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

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

23 **CLASS ACTION ALLEGATIONS**

24 104. Plaintiffs brings this action as a class action on behalf of themselves, and all others
25 similarly situated pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3), and

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

28 ⁴⁴ *Id.*

1 seek certification of the following Classes:

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

4 **Illinois Subclass:** All persons residing in the state of Illinois who purchased,
5 owned, or used Meta AI Glasses during the limitations period.

6 105. Excluded from the Class are Defendants and any entity in which either has a
7 controlling interest, current and former officers, directors, and employees of Defendants, the judges
8 and court staff assigned to this matter, and counsel for all parties.

9 106. Plaintiffs reserve the right to modify the definitions of the class, including by using
10 additional subclasses, as appropriate based on further investigation and discovery obtained in the
11 case.

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

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

21 (a) whether Defendants designed, marketed, and sold the Meta AI Glasses while
22 representing that the devices were privacy-protective and under the user's
23 control;

24 (b) whether Defendants failed to disclose material facts regarding how audio,
25 video, and other information captured by the Meta AI Glasses would be
26 collected, transmitted, processed, reviewed, or otherwise used;

27 (c) whether Meta intercepted, recorded, transmitted, stored, disclosed, or
28 otherwise used Plaintiffs' and Class Members' communications through the
Meta AI Glasses;

- 1 (d) whether Defendants obtained valid consent from Plaintiffs and Class
- 2 Members for the interception, collection, or disclosure of their
- 3 communications;
- 4 (e) whether Defendants' conduct violated the California Invasion of Privacy Act,
- 5 the Federal Wiretap Act, the Illinois Eavesdropping Statute, and other laws
- 6 asserted in this action;
- 7 (f) whether Defendants' conduct constituted an intrusion upon the seclusion or
- 8 private affairs of Plaintiffs and Class Members;
- 9 (g) whether Defendants were unjustly enriched through the sale of the Meta AI
- 10 Glasses and the use of data captured through those devices; and
- 11 (h) whether Plaintiffs and Class Members are entitled to damages, statutory
- 12 damages, restitution, disgorgement, injunctive relief, and other appropriate
- 13 relief.

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

17 110. The claims of the named Plaintiffs are typical of the claims of the members of the
18 putative class because the named Plaintiffs, like all other class members, used the Meta AI Glasses
19 and had their audio, video, or electronic communications intercepted, recorded, transmitted, stored,
20 or disclosed by Meta.

21 111. Plaintiffs are adequate representatives of the putative class because his interests do
22 not conflict with the interests of the class members he seeks to represent, he has retained competent
23 counsel experienced in prosecuting class actions, and he intends to prosecute this action vigorously.
24 The interests of the members of the putative class will be fairly and adequately protected by Plaintiffs
25 and their counsel.

26 112. The class mechanism is superior to other available means for the fair and efficient
27 adjudication of the claims of the members of the putative class. Each individual member of the
28 putative class may lack the resources to undergo the burden and expense of individual prosecution

1 of the complex and extensive litigation necessary to establish Meta’s liability. Individualized
2 litigation increases the delay and expense to all parties and multiplies the burden on the judicial
3 system presented by the complex legal and factual issues of this case. Individualized litigation also
4 presents a potential for inconsistent or contradictory judgments. In contrast, the class action device
5 presents far fewer management difficulties and provides the benefits of single adjudication, economy
6 of scale, and comprehensive supervision by a single court on the issue of Meta’s liability. Class
7 treatment of the liability issues will ensure that all claims and claimants are before this Court for
8 consistent adjudication of the liability issues.

9 113. Plaintiffs bring all claims in this action individually and on behalf of the members of
10 the putative class against Meta.

11 **COUNT I**
12 **Violation of the California Invasion of Privacy Act (“CIPA”)**
13 **California Penal Code §§ 631, 632**
(On behalf of Plaintiffs and the Nationwide Class)

14 114. Plaintiffs repeats the allegations contained in the foregoing paragraphs as if fully set
15 forth herein.

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

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

24 Cal. Pen. Code § 630.

25 116. California Penal Code Section 631(a) provides, in pertinent part:

26 Any person who, by means of any machine, instrument, or contrivance, or in
27 any other manner . . . willfully and without the consent of all parties to the
28 communication, or in any unauthorized manner, reads, or attempts to read, or
to learn the contents or meaning of any message, report, or communication
while the same is in transit or passing over any wire, line, or cable, or is being
sent from, or received at any place within this state; or who uses, or attempts
to use, in any manner, or for any purpose, or to communicate in any way, any

1 information so obtained, or who aids, agrees with, employs, or conspires with
2 any person or persons to lawfully do, or permit, or cause to be done any of the
3 acts or things mentioned above in this section, is punishable by a fine not
exceeding two thousand five hundred dollars[.]

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

6 118. Defendants, through the use of Meta AI Glasses, intentionally intercepted, acquired,
7 and contemporaneously obtained Plaintiffs’ and Class Members’ private and confidential electronic
8 communications without their consent.

9 119. Furthermore, Defendants aided, agreed with, employed, or conspired with each other,
10 as well as a third-party in another country, to intentionally intercept, acquire, and contemporaneously
11 obtain Plaintiffs’ and Class Members’ private and confidential electronic communications without
12 their consent.

13 120. At all relevant times, Defendants, through the use of Meta AI Glasses, willfully and
14 without the consent of all parties to the communication, or in any unauthorized manner, read,
15 attempted to read or learn the contents or meaning of electronic communications of Plaintiffs and
16 Class Members while those communications were in transit or passing over any wire, line or cable
17 or were being sent from or received at any place within California.

18 121. Defendant Meta’s Terms of Service are governed by the laws of California. Upon
19 information and belief, Defendant Meta utilities servers that are located in California.

20 122. California Penal Code Section 632(a) provides, in pertinent part:

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

25 123. The data collected by Defendants constitutes “confidential communications,” as that
26 term is used in Section 632 of CIPA, because Plaintiffs and Class Members had objectively
27 reasonable expectations of privacy with respect to the private audio and video communications
28 recorded on their Meta AI Glasses.

1 124. Defendants, through the Meta AI Glasses, eavesdropped upon or recorded Plaintiffs’
2 and Class Members’ confidential communications.

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

5 126. Plaintiffs and Class Members did not consent to any of Defendants’ actions in
6 implementing the wiretaps. Plaintiffs and Class Members did not consent to Meta’s access,
7 interception, reading, learning, recording, collection, and disclosing of Plaintiffs’ and Class
8 Members’ confidential electronic communications.

9 127. Plaintiffs and Class Members have been injured by violations of Section 631 and 632
10 of the California Penal Code, and thus seek all relief available under Section 637.2, including
11 injunctive relief and statutory damages of \$5,000 per violation.

12 **COUNT II**
13 **Violation of the Federal Wiretap Act**
14 **18 U.S.C. § 2510 *et seq.***
(On behalf of Plaintiff and the Nationwide Class)

15 128. Plaintiffs repeat the allegations contained in the foregoing paragraphs as if fully set
16 forth herein.

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

20 130. Defendants’ actions in intercepting, transmitting, and disclosing users’ electronic
21 communications recorded on Meta AI Glasses to an undisclosed third-party in another country were
22 intentional. Defendants knowingly designed and implemented systems that transmitted captured
23 audiovisual recordings to their servers for processing, analysis, and review.

24 131. These transmissions—the private audio and video communications recorded on
25 Plaintiffs’ and Class Members’ Meta AI Glasses—were intercepted without authorization and are
26 “transfer[s] of signs, signals, writing, . . . data, [and] intelligence of [some] nature transmitted in
27 whole or in part by a wire, radio, electromagnetic, photoelectronic, or photo optical system that
28

1 affects interstate commerce[.]” and were therefore “electronic communications” within the meaning
2 of 18 U.S.C § 2510(12).

3 132. Defendants’ interception of electronic communications that Plaintiffs and Class
4 Members were sending and receiving was done contemporaneously with Plaintiffs’ and Class
5 Members’ sending and receipt of those communications.

6 133. The electronic communications intercepted by Defendants included “contents” of
7 electronic communications as defined by 18 U.S.C. § 2510 because it included audio and video
8 communications.

9 134. Defendants’ Meta AI Glasses constitute “devices” within the meaning of 18 U.S.C.
10 2510(5).

11 135. Defendants, in the conduct alleged here, were not providing an “electronic
12 communication service” as that term is defined in 18 U.S.C. § 2510(12) and used elsewhere in the
13 Wiretap Act. Defendants were not acting as an Internet Service Provider.

14 136. Plaintiffs and Class Members did not consent to Defendants’ continued gathering of
15 their electronic communications.

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

19 138. Defendants used and disclosed the contents of those communications with third
20 parties for the purpose of committing a crime or tort, including but not limited to, the tort of intrusion
21 upon seclusion.

22 139. As a result of this conduct, the Court may assess statutory damages to Plaintiffs and
23 Class Members; injunctive and declaratory relief; punitive damages in an amount to be determined
24 by a jury, but sufficient to prevent the same or similar conduct by Defendants in the future, and
25 reasonable attorneys’ fees and other litigations costs reasonably incurred.

26 **COUNT III**
27 **Intrusion Upon Seclusion**
28 *(On behalf of Plaintiff and the Nationwide Class)*

1 140. Plaintiffs repeat the allegations contained in the foregoing paragraphs as if fully set
2 forth herein.

3 141. Under California law, Plaintiffs asserting claims for intrusion upon seclusion must
4 plead two elements: (1) an intentional intrusion upon a private place, conversation, or matter; and
5 (2) the intrusion must be in a manner highly offensive to a reasonable person.

6 142. Defendants intentionally intruded into Plaintiffs' and Class Members' private affairs
7 in a highly offensive manner through its interception, transmission, and disclosure of Plaintiffs' and
8 Class Members' audio and video communications to human data annotators in Nairobi, Kenya.

9 143. Defendants' intentional intrusion is highly offensive to a reasonable person because
10 Plaintiffs and Class Members have a reasonable expectation of privacy in the audio and video
11 communications recorded on their Meta AI Glasses, particularly in places such as their homes, while
12 using the bathroom or changing rooms, or during private conversations.

13 144. Plaintiffs could not reasonably expect that by simply using the Meta AI Glasses,
14 which have AI features that are inherently understood to be performed by computer systems,
15 Defendants would intercept, transmit, and disclose their private audio and video communications to
16 a third-party in another country, let alone one that employs human data annotators to review their
17 private communications.

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

27 146. Defendants' conduct would be highly offensive to a reasonable person, particularly
28 given Defendants' extensive and false public statements regarding their commitment to user privacy.

1 147. Defendants’ conduct has harmed Plaintiffs and Class Members by diminishing the
2 value of their private audio and video communications, and causing loss of privacy, due to
3 Defendants rendering no longer private the confidential audio and video communications that
4 Plaintiffs and Class Members intended to remain private.

5 148. As a result of Defendants’ conduct, Plaintiffs and Class Members seek actual
6 damages, compensatory damages, restitution, disgorgement, general damages, nominal damages,
7 unjust enrichment, punitive damages, and any other relief the Court deems just.

8 **COUNT IV**
9 **Violation of Illinois’s Eavesdropping Statute**
10 **720 ILCS 5/14**
(On behalf of Illinois Plaintiffs Kimber and Sykes and the Illinois Subclass)

11 149. Plaintiffs repeat the allegations contained in the foregoing paragraphs as if fully set
12 forth herein.

13 150. Illinois Plaintiffs Kimber and Sykes bring this claim individually and on behalf of the
14 members of the Illinois Subclass against Meta.

15 151. A person violates the Illinois Eavesdropping Statute when he or she knowingly and
16 intentionally “[i]ntercepts, records, or transcribes, in a surreptitious manner any private electronic
17 communication to which he or she is not a party unless he or she does so with the consent of all
18 parties to the private electronic communication. . . .” 720 ILCS 5/14-2(a).

19 152. The statute broadly defines “private electronic communication” to mean “any transfer
20 of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or
21 part by a wire, radio, pager, computer, electromagnetic, photo electronic or photo optical system,
22 when the sending or receiving party intends the electronic communication to be private under
23 circumstances reasonably justifying that expectation.” 720 ILCS 5/14-1(e). 48.

24 153. By intercepting, recording, transmitting, and disclosing the contents recorded on
25 users’ Meta AI Glasses, without their consent, Defendants intentionally and knowingly monitored,
26 intercepted, collected, recorded, transmitted, and disclosed “private electronic communications,” in
27 violation of 720 ILCS 5/14-2.
28

1 154. The Illinois Plaintiffs and the Illinois Subclass Members intended their
2 communications to be private because they reveal confidential audio and video communications
3 taken in private spaces and conversations.

4 155. Neither Illinois Plaintiffs nor the members of the Illinois Subclass ever consented to
5 Defendants' interception, collection, recording, use, or disclosure of their private electronic
6 communications.

7 156. As a result of Defendants' unlawful conduct, the Illinois Plaintiffs and the members
8 of the Illinois Subclass have been injured and seek all available relief under the Illinois
9 Eavesdropping Statute.

10 **COUNT V**
11 **Unjust Enrichment**
12 ***(On behalf of Plaintiffs and the Nationwide Class)***

13 157. Plaintiffs repeat the allegations contained in the foregoing paragraphs as if fully set
14 forth herein.

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

17 159. Plaintiffs and Class Members conferred a monetary benefit on Defendants.
18 Specifically, they purchased the Meta AI Glasses from Defendants and/or their agents and in doing
19 so provided Defendants with their private audio and video communications.

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

23 161. Defendants knew that Plaintiffs and Class Members conferred a benefit upon
24 Defendants which they accepted. Defendants profited from Plaintiffs and Class Members private
25 audio and video communications and used the communications for commercial purposes, including
26 the training of its Llama AI models, product development, and improving its targeted marketing
27 systems. Audiovisual recordings captured through the Meta AI Glasses provide uniquely valuable
28 real-world datasets used to train and improve artificial-intelligence systems, conferring substantial

1 economic value on Defendants. Defendants also received the monetary benefit from the sale of the
2 Glasses themselves.

3 162. Under the principles of equity and good conscience, Defendant should not be
4 permitted to retain the wrongfully and unlawfully received benefits at the expense of Plaintiff and
5 Class Members.

6 163. Plaintiffs and Class Members have no adequate remedy at law for this count.

7 164. As a direct and proximate result of Defendants' actions, Plaintiffs and Class Members
8 have suffered and will continue to suffer injury.

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

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, seeks
14 judgment against Meta, as follows:

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

27 **JURY TRIAL DEMANDED**

28 Plaintiffs demand a trial by jury on all claims so triable.

1 Dated: March 16, 2026

Respectfully submitted,

2 **HECHT PARTNERS LLP**

3 By: /s/ Kathryn Lee Boyd
4 Kathryn (Lee) Boyd, Cal. Bar. No. 189496
5 2121 Avenue of the Stars, Suite 800
6 Los Angeles, CA 90067
7 Telephone: (646) 502-9515
8 lboyd@hechtpartners.com

9 **HECHT PARTNERS LLP**

10 Lori G. Feldman*
11 David L. Hecht*
12 Brittany L. Sackrin*
13 Justin Alvarez-Herman*
14 Tiffany Wong*
15 125 Park Avenue, 25th Floor
16 New York, NY 10017
17 Phone: (212) 851-6821
18 dhecht@hechtpartners.com
19 lfeldman@hechtpartners.com
20 bsackrin@hechtpartners.com
21 jalvarezherman@hechtpartners.com
22 twong@hechtpartners.com

23 **EMERSON FIRM, PLLC**

24 John G. Emerson*
25 2500 Wilcrest, Suite 300
26 Houston, TX 77042

27 *Attorneys for Plaintiff*

28 **Pro Hac Vice forthcoming*

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

SHANETTA KIMBER, JALEESA SYKES, and W.R. BUTLER, individually and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff Cook County, IL (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Kathryn Lee Boyd; Hecht Partners LLP; 2121 Avenue of the Stars Los Angeles, CA 90067 Telephone: (646) 502-9515

DEFENDANTS

Meta Platforms, Inc. and Luxottica of America, Inc.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff 2 U.S. Government Defendant 3 Federal Question (U.S. Government Not a Party) 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and incorporation status.

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

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 18 U.S.C. §§ 2510 et seq.; 28 U.S.C § 1332

Brief description of cause:

Violations of Federal Wiretap Act; California Invasion of Privacy Act; California's Unfair Competition Law; Intrusion Upon Seclusion; Unjust Enrichment

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ 5000000 CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE Hon. Edward M. Chen DOCKET NUMBER 3:26-cv-01897

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

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

DATE 3/15/2026

SIGNATURE OF ATTORNEY OF RECORD

/s/ Kathryn Lee Boyd

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only 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.
- b) 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. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
 - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six 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 USC § 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. Use 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. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
 - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, 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.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.