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10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **SAN FRANCISCO DIVISION**

13 **JUSTIN LEVIAN, NOEL FLORES,**
14 **ALBERT MEJIA, NATASHA**
15 **GAUVIN, ANTONIO ENRIQUEZ,**
16 **SAMRIDH CHHETRI, SELINA**
17 **DALLAS, NATHANIEL**
18 **MARRUFO, AALIYAH ROSS,**
19 **RAY RODRIGUEZ,**
20 **CHRISTOPHER TAYLOR, and**
21 **MOHAMMAD SUPIRO,**

*individually and on behalf of all others
similarly situated,*

Plaintiffs,

v.

22 **META PLATFORMS, INC and**
23 **LUXOTTICA OF AMERICA, INC.**

Defendants.

Case No.:

**CLASS ACTION COMPLAINT
FOR DAMAGES**

JURY TRIAL DEMANDED

1 Plaintiffs Justin Levian, Noel Flores, Albert Mejia, Natasha Gauvin, Antonio
2 Enriquez, Samridh Chhetri, Selina Dallas, Nathaniel Marrufo, Aaliyah Ross, Ray
3 Rodriguez, Christopher Taylor, and Mohammad Supiro (“Plaintiffs”), individually
4 and on behalf of all others similarly situated, as more fully described below (the
5 “Class” and “Class Members”), bring this class action Complaint against Defendant
6 Meta Platforms, Inc. (“Meta”) and Defendant Luxottica of America, Inc.
7 (“Luxottica”) (collectively, “Defendants”), and allege the following based upon
8 information and belief, unless otherwise expressly stated as based upon personal
9 knowledge.

10 I. INTRODUCTION

11 1. For over a decade, dominant technology platforms have assured the
12 public that users are “in control” of their privacy—while quietly expanding data
13 collection, weakening default settings in ways that erode data protections, and
14 deploying opaque systems that repurpose private user information for advertising,
15 product development, and machine learning.

16 2. The trust gap created by this history of broken privacy promises has
17 become emblematic of the modern digital era: Platforms advertise control while
18 making design and use decisions that steer users unknowingly toward broader sharing
19 of their personal data, only disclosing the scope of collection and access after the fact.

20 3. As generative AI has moved to the center of consumer technology, the
21 underlying incentives for widescale data collection have intensified. Training and
22 improving modern AI systems depends on vast quantities of real-world data, driving
23 platforms to ingest and repurpose ever larger volumes of personal information.

24 4. Indeed, the spread of generative AI from browsers and phones into the
25 physical world—doorbells, home assistants, cars, and now wearables—has worsened
26 the incentives for companies to indiscriminately harvest data from consumers in the
27 name of continual development and “improvement” of the AI.

28

1 5. Technology platforms and providers that once captured just clicks and
2 posts now capture users’ and bystanders’ images and voices, private household
3 routines, and intimate spaces.

4 6. And the same marketing playbook persists: privacy and safety are placed
5 at the forefront of campaigns and user control is promised, where no such privacy and
6 no such control in fact exist. The result is a widening chasm between consumer
7 expectations and actual data flows that feed model training.

8 7. Against this backdrop, Defendants jointly launched, branded, and
9 retailed camera-equipped wearables (the “Meta AI Glasses” or the “Glasses) with a
10 campaign centered on a singular privacy promise: “designed for privacy, controlled
11 by you.” But this assurance was a fallacy.

12 8. Whistleblower accounts from Meta’s subcontractors tasked with
13 manually reviewing content captured by the Meta AI Glasses revealed that
14 Defendants were misrepresenting the privacy safeguards promised to consumers.
15 These accounts revealed that Defendants were concealing the fact that highly intimate
16 and personally identifying videos and audio were manually reviewed by human
17 reviewers directly contrary to Defendants’ assurances of privacy and anonymization.

18 9. Luxottica, as Meta’s manufacturing, branding, and retail partner and the
19 U.S. distributor operating consumer-facing channels such as Sunglass Hut,
20 participated in, approved, and disseminated these privacy misrepresentations and
21 omissions, and is independently liable, along with Meta, for its role deceiving
22 consumers about the privacy implications of the Meta AI Glasses.

23 10. These whistleblower reports recount seeing the most private moments of
24 people’s lives: individuals changing clothes, using the bathroom, engaging in intimate
25 sexual conduct, handling medical or financial documents, interacting with and caring
26 for children, and performing other activities that no reasonable consumer would
27 consent to or expect strangers to observe. “We see everything — from living rooms
28 to naked bodies. Meta has that type of content in its databases. People can record

1 themselves in the wrong way and not even know what they are recording,” a Meta
2 subcontractor warned.¹ Others reported viewing clips captured by the Meta AI
3 Glasses which included things like bank cards, personal paperwork, or other
4 identifying details inadvertently caught on camera.

5 11. No reasonable consumer would read statements such as “designed for
6 privacy, controlled by you” or “built for your privacy” to mean that recordings made
7 inside their homes (and their bedrooms and bathrooms) would be viewed, cataloged,
8 and analyzed by human workers overseas. Defendants jointly made privacy the
9 centerpiece of their marketing while concealing facts that flatly contradicted those
10 assurances.

11 12. By virtue of making these affirmative privacy representations,
12 Defendants owed a duty to disclose material facts necessary to allow consumers to
13 make informed decisions about the product they were purchasing and the privacy
14 implications thereof. Instead, Defendants obscured the invasive nature of the Meta AI
15 Glasses: that enabling their AI features would result in human reviewers halfway
16 around the world viewing the most intimate aspects of users’ lives and lives of others
17 around them.

18 13. And in reliance on this deceptive marketing, adoption surged—with
19 millions of pairs of the Meta AI Glasses reportedly sold in 2025—magnifying the
20 scope of potential exposure for users and bystanders who never meaningfully
21 consented to, nor understood, that their intimate lives might be routed to Meta’s
22 subcontractors overseas for manual review.

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24
25 ¹ Kim LaCapria, *Watchdog Calls Out Meta Following ‘Concerning’ Report from*
26 *Workers About Its Smart Glasses*, The Cool Down (Mar. 6, 2026),
27 [https://www.thecooldown.com/green-tech/meta-ai-glasses-privacy-lawsuit-false-](https://www.thecooldown.com/green-tech/meta-ai-glasses-privacy-lawsuit-false-advertising/)
28 [advertising/](https://www.thecooldown.com/green-tech/meta-ai-glasses-privacy-lawsuit-false-advertising/).

1 14. Plaintiffs and the members of the proposed Classes relied on Defendants’
2 privacy assurances when purchasing the AI smart glasses.

3 15. This nationwide class action seeks to hold Defendants accountable for
4 their joint misrepresentations to consumers, for misleading advertising, for the safety
5 failings of their product, and for failing to disclose the true scope of surveillance and
6 privacy invasions encapsulated in their Meta AI Glasses. Consumers purchased the
7 Meta AI Glasses in reliance on Meta’s and Luxottica’s express privacy assurances.
8 No reasonable consumer could have anticipated that enabling the AI features core to
9 Meta AI Glasses would expose their families, bodies, homes, and private documents
10 and activities to human reviewers.

11 16. Defendants’ conduct violates consumers’ rights under tort, product
12 liability, and state and federal consumer-protection laws, and undermines
13 fundamental expectations of privacy.

14 II. JURISDICTION

15 17. This Court has original jurisdiction over this action pursuant to the Class
16 Action Fairness Act of 2005, 28 U.S.C. § 1332(d), because the proposed Classes
17 consist of 100 or more members; the amount in controversy exceeds \$5,000,000,
18 exclusive of costs and interest; and minimal diversity exists. This Court also has
19 supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

20 18. This Court has personal jurisdiction over Defendants because Defendant
21 Meta is headquartered in this District, and because Defendants purposefully availed
22 themselves of this forum by conducting substantial business within California such
23 that Defendants have significant, continuous, and pervasive contacts with the State of
24 California.

25 19. Venue is proper in this District under 28 U.S.C. § 1391 because
26 Defendant Meta Platforms Inc. resides in this District, and a substantial part of the
27 events giving rise to Plaintiffs’ claims occurred in this District.

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1 20. Because Meta resides in Menlo Park, San Mateo County, and a
2 significant amount of the events giving rise to Plaintiffs' claims occurred in San
3 Mateo County, pursuant to Local Civil Rule 3.2(d), assignment to the San Francisco
4 Division is proper.

5 III. PARTIES

6 A. Plaintiffs

7 1. Noel Flores (CA)

8 21. Plaintiff Noel Flores is, and at all times mentioned herein was, a citizen
9 of the state of California with his primary place of residence in San Francisco County,
10 California. On or about November 28, 2024, Flores purchased Meta Ray Ban AI
11 Glasses from Meta's Amazon store.

12 22. Mr. Flores visited Amazon Stores' official product webpage for Meta's
13 Ray Ban AI glasses which prominently advertises that the glasses have "PRIVACY
14 CONTROLS" and that "Ray-Ban Meta glasses put you in control of your privacy."

15 23. Nowhere does Meta disclose or advertise the magnitude of the extremely
16 intimate moments (videos, audio, images) it discloses to its human contractors for AI-
17 training purposes.

18 24. Mr. Flores had no idea that merely turning on the glasses' core AI
19 functions would cause Meta to transmit his private data and intimate moments without
20 his consent and saw no disclosures warning him of such practice. Defendants'
21 omissions were material to Plaintiff's decision to purchase the Meta AI Glasses and
22 he would not have purchased them (or would have paid much less for them) had
23 Defendants not made the false and misleading representations and omissions, or had
24 he known of their egregious and shocking privacy violations.

25 25. Meta had exclusive knowledge that it was sharing Plaintiff's personal
26 recordings with its contractors in Kenya and concealed and/or misled consumers
27 about its practices.

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1 26. Mr. Flores did not know Defendants’ privacy representations were false
2 and deceptive—and were not designed to protect his privacy, but rather to expose it
3 for their own self-interest (training Meta’s AI models).

4 27. Mr. Flores would purchase the AI Glasses again if they were actually
5 designed to protect his privacy, as advertised.

6 **2. Justin Levian (CA)**

7 28. Plaintiff Justin Levian is, and at all times mentioned herein was, a citizen
8 of the state of California with his primary place of residence in Los Angeles County,
9 California. On or about June, 5, 2025, Levian purchased Meta Ray Ban AI Glasses
10 from Meta’s Amazon store.

11 29. Meta’s Amazon store prominently advertises that the glasses have
12 “privacy controls” and that “Ray-Ban Meta glasses put you in control of your
13 privacy.”

14 30. Nowhere does Meta disclose or advertise the magnitude of the extremely
15 intimate moments (videos, audio, images) it discloses to its human contractors for AI-
16 training purposes.

17 31. Mr. Levian had no idea that merely turning on the glasses’ core AI
18 functions would cause Meta to transmit his private data and intimate moments without
19 his consent and saw no disclosures warning him of such practice. Meta’s omissions
20 were material to Plaintiff’s decision to purchase the Meta AI Glasses, and he would
21 not have purchased them (or would have paid much less for them) had Defendants
22 not made the false and misleading representations and omissions, or had he known of
23 their egregious and shocking privacy violations.

24 32. Defendants had exclusive knowledge that Meta was sharing Plaintiff’s
25 personal recordings with its contractors in Kenya and concealed and/or misled
26 consumers about its practices.

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1 33. Mr. Levian did not know Defendants’ privacy representations were false
2 and deceptive—and were not designed to protect his privacy, but rather to expose it
3 for their own self-interest (training Meta’s AI models).

4 34. Mr. Levian would purchase The Meta AI Glasses again if they were
5 actually designed to protect his privacy, as advertised.

6 **3. *Albert Mejia (CA)***

7 35. Plaintiff Albert Mejia is, and at all times mentioned herein was, a citizen
8 of the state of California with his primary place of residence in Los Angeles County,
9 California. On or about October 2025, Mejia purchased Meta Oakley AI Glasses from
10 an Oakley Retail Store in Glendale, CA.

11 36. To research and compare both the Meta AI Ray Ban and Oakley glasses
12 before purchasing, Mr. Mejia visited Meta’s official product webpage for the Meta
13 AI Glasses, which prominently stated that the glasses were ‘designed for privacy’ and
14 emphasized features such as ‘built-in privacy-by-design architecture’ and ‘controls
15 that ensure only you decide what is shared.’ Relying on these specific representations,
16 which he understood to mean that Meta would not upload or share his intimate
17 recordings with human reviewers or third-party contractors without his informed
18 consent, he decided to purchase the glasses at their full retail price rather than
19 choosing cheaper, non-AI alternatives.

20 37. In deciding to make the purchase, Mejia viewed and relied on
21 Defendants’ advertising and marketing, including Meta’s advertising that the AI
22 glasses were “designed for privacy” and would protect his privacy.

23 38. Nowhere does Meta disclose or advertise the magnitude of the extremely
24 intimate moments (videos, audio, images) it discloses to its human contractors for AI-
25 training purposes.

26 39. Mr. Mejia had no idea that merely turning on the glasses’ core AI
27 functions would cause Meta to transmit his private data and intimate moments without
28 his consent and saw no disclosures warning him of such practice. Meta’s omissions

1 were material to Plaintiff’s decision to purchase the product [Meta’s Oakley AI
2 Glasses] and he would not have purchased them (or would have paid much less for
3 the products) had Defendants not made the false and misleading representations and
4 omissions, or had he known of their egregious and shocking privacy violations.

5 40. Meta had exclusive knowledge that it was sharing Plaintiff’s personal
6 recordings with its contractors in Kenya and concealed and/or misled consumers
7 about its practices.

8 41. Mr. Mejia did not know Meta’s privacy representations were false and
9 deceptive—and were not designed to protect his privacy, but rather to expose it for
10 their own self-interest (training Meta’s AI models).

11 42. Mr. Mejia would purchase The Meta AI Glasses again if they were
12 actually designed to protect his privacy, as advertised.

13 **4. *Natasha Gauvin (FL)***

14 43. Plaintiff Natasha Gauvin is, and at all times mentioned herein was, a
15 citizen of the state of Florida with her primary place of residence in Palm Beach
16 County, Florida. On or about November 7, 2025, Ms. Gauvin purchased Meta Ray
17 Ban AI Glasses from Ray Ban’s website.

18 44. In deciding to make the purchase, Ms. Gauvin viewed and relied on
19 Defendants’ advertising and marketing, including Meta’s advertising that the AI
20 glasses would protect her privacy.

21 45. Meta’s Ray Ban website prominently asserts that the AI glasses are
22 “designed for privacy”. Meta’s Amazon store prominently advertises that the AI
23 glasses have “privacy controls” and that “Ray-Ban Meta glasses put you in control of
24 your privacy.

25 46. Nowhere does Meta disclose or advertise the magnitude of the extremely
26 intimate moments (videos, audio, images) it discloses to its human contractors for AI-
27 training purposes.

28

1 47. Ms. Gauvin explored the full functionality of her Meta AI glasses upon
2 first use, by wearing them for everything, including reading her mail, bank statements
3 and in encounters with her children. She had no idea that merely turning on the
4 glasses' core AI functions would cause Meta to transmit her private data and intimate
5 moments without her consent and saw no disclosures warning her of such practice.
6 Meta's omissions were material to Plaintiff's decision to purchase the product [Meta's
7 Ray Ban AI Glasses] and she would not have purchased them (or would have paid
8 much less for the products) had Defendants not made the false and misleading
9 representations and omissions, or had she known of their egregious and shocking
10 privacy violations. Meta had exclusive knowledge that it was sharing Plaintiff's
11 personal recordings with its contractors in Kenya and concealed and/or mislead
12 consumers about its practices.

13 48. Ms. Gauvin did not know Meta's privacy representations were false and
14 deceptive—and were not designed to protect her privacy, but rather to expose it for
15 their own self-interest (training Meta's AI models).

16 49. Ms. Gauvin would purchase The Meta AI Glasses again if they were
17 actually designed to protect her privacy, as advertised.

18 **5. Antonio Enriquez (IL)**

19 50. Plaintiff Antonio Enriquez is, and at all times mentioned herein was, a
20 citizen of the state of Illinois with his primary place of residence in Champaign
21 County, Illinois. On or about November 29, 2025, Enriquez purchased Meta Ray Ban
22 AI Glasses from a Walmart store.

23 51. In deciding to make the purchase, Enriquez researched The Meta AI
24 Glasses on YouTube and believed that The Meta AI Glasses were “designed for
25 privacy” and would protect his privacy.

26 52. Nowhere does Meta disclose or advertise the magnitude of the extremely
27 intimate moments (videos, audio, images) it discloses to its human contractors for AI-
28 training purposes.

1 53. After wearing the glasses while driving and interacting with another
2 driver after a traffic incident, Mr. Enriquez later received comments from
3 acquaintances about the incident which he had only captured using the Meta AI
4 Glasses and had never posted or shared on any social media or messaging platform.
5 This led him to reasonably believe that individuals outside his control had viewed and
6 discussed his recordings, causing him severe distress and fear that his private life was
7 being surveilled by unknown reviewers.

8 54. Mr. Enriquez had no idea that merely turning on the glasses' core AI
9 functions would cause Meta to transmit his private data and intimate moments without
10 his consent and saw no disclosures warning him of such practice. Meta's omissions
11 were material to Plaintiff's decision to purchase the product [Meta's Ray Ban AI
12 Glasses] and he would not have purchased them (or would have paid much less for
13 the products) had Defendants not made the false and misleading representations and
14 omissions, or had he known of their egregious and shocking privacy violations.

15 55. Meta had exclusive knowledge that it was sharing Plaintiff's personal
16 recordings with its contractors in Kenya and concealed and/or misled consumers
17 about its practices.

18 56. Mr. Enriquez did not know Meta's privacy representations were false
19 and deceptive—and were not designed to protect his privacy, but rather to expose it
20 for their own self-interest (training Meta's AI models).

21 57. Mr. Enriquez would purchase The Meta AI Glasses again if they were
22 actually designed to protect his privacy, as advertised.

23 **6. *Samridh Chhetri (MA)***

24 58. Plaintiff Samridh Chhetri is, and at all times mentioned herein was, a
25 citizen of the Commonwealth of Massachusetts with his primary place of residence
26 in Middlesex County, Massachusetts. On or about December 9, 2025, Chhetri
27 purchased Meta AI Glasses online through Meta's website.

28

1 59. At the time of purchase, Meta did not disclose or advertise the magnitude
2 of the extremely intimate moments (videos, audio, images) it discloses to human
3 contractors for review.

4 60. Mr. Chhetri had no idea that merely turning on the glasses' core AI
5 functions would cause Meta to transmit his private data and intimate moments without
6 his consent.

7 61. Mr. Chhetri did not know the privacy representations and omissions were
8 false and deceptive—and were not designed to protect his privacy, but to expose it for
9 Defendants' own self-interest (training Meta's AI models).

10 62. Mr. Chhetri would not have purchased Meta AI Glasses or would have
11 paid much less for the products, had he known about the privacy violations.

12 63. Mr. Chhetri would purchase The Meta AI Glasses again if they were
13 actually designed to protect his privacy, as advertised.

14 **7. Selina Dallas (MI)**

15 64. Plaintiff Selina Dallas is, and at all times mentioned herein was, a citizen
16 of the state of Michigan with her primary place of residence in Eaton County,
17 Michigan. On or about May, 05 2025, Dallas purchased Meta Ray Ban AI Glasses
18 from a Sunglass Hut retail store after relying on Meta's pervasive marketing, leading
19 her to believe that the Meta AI Glasses were "designed for privacy" and that her
20 private data would not be transmitted without her consent.

21 65. Nowhere does Meta disclose or advertise the magnitude of the extremely
22 intimate moments (videos, audio, images) it discloses to its human contractors for AI-
23 training purposes.

24 66. Plaintiff Dallas had no idea that merely turning on the glasses' core AI
25 functions would cause Meta to transmit her private data and intimate moments
26 without her consent and saw no disclosures warning her of such practice. Meta's
27 omissions were material to Plaintiff's decision to purchase the product [Meta's Ray
28 Ban AI Glasses] and she would not have purchased them (or would have paid much

1 less for the products) had Defendants not made the false and misleading
2 representations and omissions, or had she known of their egregious and shocking
3 privacy violations.

4 67. Meta had exclusive knowledge that it was sharing Plaintiff's personal
5 recordings with its contractors in Kenya and concealed and/or misled consumers
6 about its practices.

7 68. Ms. Dallas did not know Meta's privacy representations were false and
8 deceptive—and were not designed to protect her privacy, but rather to expose it for
9 their own self-interest (training Meta's AI models).

10 69. Ms. Dallas would purchase The Meta AI Glasses again if they were
11 actually designed to protect her privacy, as advertised.

12 **8. *Mohammad Suprio (NY)***

13 70. Plaintiff Mohammad Suprio is, and at all times mentioned herein was, a
14 citizen of the state of New York with his primary place of residence in Bronx County,
15 New York. On or about August 24, 2024 Suprio purchased Meta Ray Ban AI Glasses
16 from a LensCrafters store.

17 71. At the time of purchase, Meta did not disclose or advertise the magnitude
18 of the extremely intimate moments (videos, audio, images) it discloses to human
19 contractors for review.

20 72. Mr. Suprio had no idea that merely turning on the glasses' core AI
21 functions would cause Meta to transmit his private data and intimate moments without
22 his consent and saw no disclosures warning him of such practice. Meta's omissions
23 were material to Plaintiff's decision to purchase the product [Meta's Ray Ban AI
24 Glasses] and he would not have purchased them (or would have paid much less for
25 the products) had Defendants not made the false and misleading representations and
26 omissions, or had he known of their egregious and shocking privacy violations. Meta
27 had exclusive knowledge that it was sharing Plaintiff's personal recordings with its
28 contractors in Kenya and concealed and/or misled consumers about its practices.

1 73. Mr. Suprio did not know the privacy representations were false and
2 deceptive—and were not designed to protect his privacy, but to expose it for
3 Defendants' own self-interest (training Meta's AI models).

4 74. Mr. Suprio would purchase The Meta AI Glasses again if they were
5 actually designed to protect his privacy, as advertised.

6 **9. Nathaniel Marrufo (OH)**

7 75. Plaintiff Nathaniel Marrufo is, and at all times mentioned herein was, a
8 citizen of the state of Ohio with his primary place of residence in Lucas County, Ohio.
9 On or about November 2024, and again in November 2025, Marrufo purchased Meta
10 Ray Ban AI Glasses from a local optometrist's office..

11 76. Before purchasing, Mr. Marrufo visited Meta's official product webpage
12 for the Meta AI Glasses, which prominently stated that the glasses were 'designed for
13 privacy' and emphasized features such as 'built-in privacy-by-design architecture'
14 and 'controls that ensure only you decide what is shared.' Relying on these specific
15 representations, which he understood to mean that Meta would not upload or share
16 his intimate recordings with human reviewers or third-party contractors without his
17 informed consent, he decided to purchase the glasses at their full retail price rather
18 than choosing cheaper, non-AI alternatives.

19 77. In deciding to make the purchase, Marrufo researched The Meta AI
20 Glasses online and on technology blogs and believed that The Meta AI Glasses were
21 "designed for privacy" and would protect his privacy.

22 78. Nowhere does Meta disclose or advertise the magnitude of the extremely
23 intimate moments (videos, audio, images) it discloses to its human contractors for AI-
24 training purposes.

25 79. Mr. Marrufo had no idea that merely turning on the glasses' core AI
26 functions would cause Meta to transmit his private data and intimate moments without
27 his consent and saw no disclosures warning him of such practice. Meta's omissions
28 were material to Plaintiff's decision to purchase the product [Meta's Ray Ban AI

1 Glasses] and he would not have purchased them (or would have paid much less for
2 the products) had Defendants not made the false and misleading representations and
3 omissions, or had he known of their egregious and shocking privacy violations.

4 80. Meta had exclusive knowledge that it was sharing Plaintiff’s personal
5 recordings with its contractors in Kenya and concealed and/or misled consumers
6 about its practices.

7 81. Mr. Marrufo did not know Meta’s privacy representations were false and
8 deceptive—and were not designed to protect his privacy, but rather to expose it for
9 their own self-interest (training Meta’s AI models).

10 82. Mr. Marrufo would purchase The Meta AI Glasses again if they were
11 actually designed to protect his privacy, as advertised.

12 **10. Aaliyah Ross (MS)**

13 83. Plaintiff Aaliyah Ross is, and at all times mentioned herein was, a citizen
14 of the state of Mississippi with their primary place of residence in Tate County,
15 Mississippi. On or about November 27, 2025, Ms. Ross purchased Meta Ray Ban AI
16 Glasses from Meta’s Amazon website.

17 84. In deciding to make the purchase, Ms. Ross viewed and relied on
18 Defendants’ advertising and marketing, including Meta’s advertising that the AI
19 glasses would protect her privacy.

20 85. Meta’s Ray Ban website prominently asserts that the AI glasses are
21 “designed for privacy”. Meta’s Amazon store prominently advertises that the AI
22 glasses have “privacy controls” and that “Ray-Ban Meta glasses put you in control of
23 your privacy.”

24 86. Nowhere does Meta disclose or advertise the magnitude of the extremely
25 intimate moments (videos, audio, images) it discloses to its human contractors for AI-
26 training purposes.

27 87. Ms. Ross had no idea that merely turning on the glasses’ core AI
28 functions would cause Meta to transmit her private data and intimate moments

1 without her consent and saw no disclosures warning her of such practice. Meta's
2 omissions were material to Plaintiff's decision to purchase the product [Meta's Ray
3 Ban AI Glasses] and she would not have purchased them (or would have paid much
4 less for the products) had Defendants not made the false and misleading
5 representations and omissions, or had she known of their egregious and shocking
6 privacy violations. Meta had exclusive knowledge that it was sharing Plaintiff's
7 personal recordings with its contractors in Kenya and concealed and/or mislead
8 consumers about its practices.

9 88. Ms. Ross did not know Meta's privacy representations were false and
10 deceptive—and were not designed to protect her privacy, but rather to expose it for
11 their own self-interest (training Meta's AI models).

12 89. Ms. Ross would purchase The Meta AI Glasses again if they were
13 actually designed to protected her privacy, as advertised.

14 ***11. Ray Rodriguez (TX)***

15 90. Plaintiff Ray Rodriguez is, and at all times mentioned herein was, a
16 citizen of the state of Texas with their primary place of residence in Hidalgo County,
17 Texas. On or about July 26 2025, Rodriguez purchased Meta AI Glasses online
18 through ShopPay.

19 91. At the time of purchase, Meta did not disclose or advertise the magnitude
20 of the extremely intimate moments (videos, audio, images) it discloses to human
21 contractors for review.

22 92. Mr. Rodriguez had no idea that merely turning on the glasses' core AI
23 functions would cause Meta to transmit his private data and intimate moments without
24 his consent and saw no disclosures warning him of such practice. Meta's omissions
25 were material to Plaintiff's decision to purchase the product [Meta's Ray Ban AI
26 Glasses] and he would not have purchased them (or would have paid much less for
27 the products) had Defendants not made the false and misleading representations and
28 omissions, or had he known of their egregious and shocking privacy violations. Meta

1 had exclusive knowledge that it was sharing Plaintiff’s personal recordings with its
2 contractors in Kenya and concealed and/or mislead consumers about its practices.

3 93. Mr. Rodriguez did not know the privacy representations were false and
4 deceptive—and were not designed to protect his privacy, but to expose it for
5 Defendants' own self-interest (training Meta’s AI models).

6 94. Mr. Rodriguez would purchase The Meta AI Glasses again if they were
7 actually designed to protect his privacy, as advertised.

8 **12. Christopher Taylor (TN)**

9 95. Plaintiff Christopher Taylor is, and at all times mentioned herein was, a
10 citizen of the state of Tennessee with their primary place of residence in Shelby
11 County, Tennessee. On or about December 2025, Taylor purchased Meta AI Glasses
12 from Best Buy’s online store.

13 96. At the time of purchase, Meta did not disclose or advertise the magnitude
14 of the extremely intimate moments (videos, audio, images) it discloses to human
15 contractors for review.

16 97. Mr. Taylor had no idea that merely turning on the glasses’ core AI
17 functions would cause Meta to transmit his private data and intimate moments without
18 his consent and saw no disclosures warning him of such practice. Meta’s omissions
19 were material to Plaintiff’s decision to purchase the product [Meta’s Ray Ban AI
20 Glasses] and he would not have purchased them (or would have paid much less for
21 the products) had Defendants not made the false and misleading representations and
22 omissions, or had he known of their egregious and shocking privacy violations. Meta
23 had exclusive knowledge that it was sharing Plaintiff’s personal recordings with its
24 contractors in Kenya and concealed and/or misled consumers about its practices.

25 98. Mr. Taylor did not know the privacy representations were false and
26 deceptive—and were not designed to protect his privacy, but to expose it for
27 Defendants’ own self-interest (training Meta’s AI models).

28

1 99. Mr. Taylor would purchase The Meta AI Glasses again if they were
2 actually designed to protect his privacy, as advertised.

3 ***B. Defendants***

4 100. Defendant Meta Platforms, Inc. is a global technology company that
5 provides social media platforms and communication services to users worldwide as
6 well as advertising services to millions of companies. Meta is comprised of several
7 well-known platforms, including Facebook, Instagram, Threads, and WhatsApp.
8 Meta is incorporated in Delaware with its principal place of business located at 1 Meta
9 Way, Menlo Park, CA 94025. At all relevant times, Meta conducted business in the
10 State of California. Meta is one of the owners, manufacturers, marketers, and
11 distributors of the Meta AI Glasses,

12 101. Defendant Luxottica of America, Inc. is an Ohio corporation with its
13 principal place of business located at 4000 Luxottica Place, Mason, OH 45040-8114.
14 On information and belief, Luxottica of America, Inc., in partnership with Meta,
15 advertises, markets, and sells the Meta AI Glasses throughout the United States.

16 **IV. FACTUAL ALLEGATIONS**

17 ***A. Background: Defendants' Meta AI Glasses***

18 102. In September 2025, Defendants' Meta AI Glasses were officially
19 introduced to market, retailing at between \$299 and \$799.² Crafted by high-end
20 manufacturers such as Ray-Ban and Oakley—brands manufactured under the parent
21 company of Defendant Luxottica—the glasses pair with compatible devices and
22 enable AI functionality. The features include calling, texting, engaging an onboard AI
23 assistant, and, crucially, capturing and recording images and videos.

24 103. Through the integrated assistant, wearers can translate text in real time,
25 identify objects and landmarks, obtain directions, send messages, place calls, and
26 perform a range of hands-free tasks. They can also capture photos and videos without
27

28

² *Id.*

1 manual input, record up to three minutes of continuous footage, and livestream a
2 first-person perspective directly to Facebook or Instagram.

3 104. Each of these functions relies on the same underlying process: when a
4 user initiates a recording, captures an image, or invokes the AI assistant, the Meta AI
5 Glasses transmit what the wearer sees to Meta’s cloud servers, where it is analyzed
6 using visual recognition, location data, and other contextual inputs, and then stored
7 and used to train Meta’s AI models. This transfer occurs in real time regardless of the
8 wearer’s environment—on a public street, their child’s nursery school, their bedroom,
9 or their bathroom.

10 105. On information and belief, when users activate the Meta AI assistant
11 during video or photo capture, the device records and stores a complete copy of the
12 surrounding scene—including any faces, bodies, and objects in the frame—in
13 unencrypted form on the paired mobile device. When the user subsequently connects
14 to Wi-Fi, the companion app automatically uploads this content to Meta-controlled
15 servers located in the United States and abroad for processing and human review.

16 ***B. Defendants Misrepresent to Consumers that the Meta AI Glasses are***
17 ***“Designed for Privacy”***

18 106. The Glasses’ capacity to silently capture, transmit, and store imagery
19 from virtually any environment has generated significant privacy concerns. Meta’s
20 April 2025 update to the product’s privacy policy—requiring certain AI features to
21 remain “always on”—heightened public unease.³ In response, Defendants launched
22 an extensive public marketing campaign portraying the Glasses as “designed for
23 privacy, controlled by you,” to reassure consumers and drive adoption.⁴

24
25 _____
26 ³ Meta’s Controversial Data Policy on Ray-Ban Smart Glasses Sparks Privacy Debate, OpenTools.ai (May 1, 2025), <https://opentools.ai/news/metas-controversial-data-policy-on-ray-ban-smart-glasses-sparks-privacy-debate>.

27 ⁴ Screenshot taken from Ray Ban Meta AI Glasses Privacy, Meta,
28 <https://www.meta.com/ai-glasses/privacy/>. (last visited Mar. 12, 2026).

1 107. Defendants repeatedly assured consumers that they would retain control
2 over their personal data. On a webpage dedicated to the product’s privacy features,
3 Meta proclaims: “You’re in control of your data and content,” touting “clear, easy
4 device and app settings” that ostensibly allow users to manage their information and
5 determine “what content you choose to share with others, and when.”⁵

6 108. Meta has numerous privacy policies associated with its Meta AI Glasses.
7 For example, Meta’s privacy policy for wearables explains that photos and videos
8 taken with its smart glasses are sent to Meta “when you turn on cloud processing on
9 your AI Glasses, interact with the Meta AI service on your AI Glasses, or upload your
10 media to certain services provided by Meta (i.e., Facebook or Instagram). You can
11 change your choices about cloud processing of your Media at any time in Settings.”
12 However, beginning in August of 2025, Meta made “Meta AI with camera” **on by**
13 **default** until a user turns off support for the “Hey Meta” voice command.

14 109. Meta’s policy also says that video and audio from livestreams recorded
15 with the Meta AI Glasses are sent to Meta, as are text transcripts and voice recordings
16 created by Meta’s chatbot. “We use machine learning and trained reviewers to process
17 this data to improve, troubleshoot, and train our products. We share that information
18 with third-party vendors and service providers to improve our products. You can
19 access and delete recordings and related transcripts in the Meta AI App,” the policy
20 says. Meta’s broader privacy policy for the Meta AI chatbot adds: “In some cases,
21 Meta will review your interactions with AIs, including the content of your
22 conversations with or messages to AIs, and this review may be automated or manual
23 (human).” That policy also warns users against sharing “information that you don’t
24 want the AIs to use and retain, such as information about sensitive topics.”

25
26
27
28 ⁵ *Id.*

1 110. But to use the AI features that are the central selling point of the Meta
2 AI Glasses—the only reason a consumer would choose to purchase them over
3 ordinary eyewear—the consumer has no choice but to share information.

4 111. Indeed, according to the 2026 investigation by Swedish newspaper
5 Svenska Dagbladet,⁶ when the reporters purchased the Meta AI Glasses and attempted
6 to use the AI tool offline, the tool would not function without an internet connection
7 at all. When reporters turned on internet connectivity, their phones immediately
8 connected to multiple Meta-controlled servers, despite no user-initiated sharing
9 action. The reporters traced these connections to domains associated with Meta’s data
10 labeling operations and determined that the central function of the glasses required
11 the user to enable the transmission of user-captured footage to data labeling offices
12 for human review.

13 112. Moreover, the whistleblower employees tasked with reviewing the
14 content collected by the Meta AI Glasses have suggested that consumers may
15 sometimes be unaware that the devices are recording. Employees reportedly pointed
16 to users recording their bank card or pornography that they’re watching, seemingly
17 inadvertently.

18 113. Meta has made statements suggesting that certain steps are being taken
19 to anonymize individuals recorded by the Meta AI Glasses. “This data is first filtered
20 to protect people’s privacy,” a statement by Meta said, pointing to, as an example,
21 blurring out faces in images. But the whistleblower data annotators have seen
22 firsthand that the promised anonymization does not always work as intended. Faces
23 that are to be covered are sometimes visible. And Meta’s own former employees have

24
25
26 ⁶ Meta’s AI Smart Glasses and Data Privacy Concerns: Workers Say “We See
27 Everything,” Svenska Dagbladet (Feb. 27, 2026),
28 <https://www.svd.se/a/K8nrV4/met-as-ai-smart-glasses-and-data-privacy-concerns-workers-say-we-see-everything>.

1 explained that: “The algorithms sometimes miss. Especially in difficult lighting
2 conditions, certain faces and bodies become visible.”⁷

3 114. The Meta AI Glasses website even instructs users “How to wear your
4 Ray-Ban Meta Glasses responsibly,” encouraging practices that help others feel “safe
5 and comfortable while you’re wearing your Glasses.” This messaging reinforces the
6 impression that Defendants prioritize privacy and that consumers can use the product
7 in a manner that keeps personal data “safe.”⁸

8 115. In practice, however, users have no meaningful control over what
9 happens to their data—or the data they capture about people around them. Defendants
10 do not keep this information “safe.” Meta transmits consumer-generated data to a
11 subcontractor, Sama, where thousands of workers in Nairobi, Kenya, serve as data
12 annotators.⁹ These workers review sensitive user content and label it—tagging objects
13 such as “cars,” “lamps,” and “people”—to train Meta’s AI systems.¹⁰

14 ***C. Defendants Knowingly Concealed the Intimate Nature of the Content***
15 ***Accessible and Reviewable by Defendants’ Employees and Contractors***

16 116. Meta’s employees contracted to review the data captured by the Meta AI
17 Glasses report encountering deeply private video clips, including footage of bathroom
18 use, sexual activity, and other intimate moments.¹¹ One worker described a video in
19 which a man placed his Glasses on a bedside table before leaving the room; moments
20 later, his spouse entered and unknowingly changed clothes in front of the
21 still-recording device.¹² Without the consent the woman’s knowledge or consent that
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23
24

25 ⁷ *Id.*

26 ⁸ Meta AI Glasses Privacy, *supra*.

27 ⁹ “*We See Everything*,” *supra*.

28 ¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.*

1 her naked body been captured at all, these images were transferred to and viewed by
2 Meta’s human content reviewers.¹³

3 117. Other Meta employees report viewing videos containing visible bank
4 cards, private text messages, and additional sensitive information. This data remains
5 stored in Meta’s systems, accessible to human annotators and available indefinitely
6 for use in Meta’s AI products.¹⁴ In interviews published in a Swedish investigative
7 news report Meta’s subcontractors revealed extreme invasions of privacy in the
8 content transmitted by the Meta AI Glasses for their review: “I saw a video where a
9 man puts the glasses on the bedside table and leaves the room. Shortly afterwards, his
10 wife comes in and changes her clothes,” an anonymous Sama employee reportedly
11 said, per the machine translation.¹⁵ Another Meta subcontractor explained: “We see
12 everything, from living rooms to naked bodies. Meta has that type of content in its
13 databases. People can record themselves in the wrong way and not even know what
14 they are recording,” an anonymous employee was quoted as saying.¹⁶

15 118. Despite Defendants’ assurances that they “take steps to protect people’s
16 privacy, like removing key identifiable information,” and despite their stated policy
17 of automatically blurring faces in annotation data, Meta’s international employees
18 report that anonymization measures frequently fail; faces that should have been
19 obscured were often still visible.¹⁷

20 119. Consumer data collected through the Meta AI Glasses is enormously
21 valuable to Meta. Fresh data is essential to AI development, and as publicly available
22

23 ¹³ *Id.*

24 ¹⁴ *Id.*

25 ¹⁵ Scharon Harding, Workers Report Watching Ray-Ban Meta-Shot Footage of
26 People Using the Bathroom, *Ars Technica* (Mar. 5, 2026),
<https://arstechnica.com/gadgets/2026/03/workers-report-watching-ray-ban-meta-shot-footage-of-people-using-the-bathroom/>.

27 ¹⁶ *Id.*

28 ¹⁷ Screenshot taken from Ray Ban Meta AI Glasses Privacy, Meta,
<https://www.meta.com/ai-glasses/privacy/>. (last visited Mar. 12, 2026).

1 datasets become depleted, proprietary data sources can cost hundreds of millions of
2 dollars.¹⁸ Instead of purchasing such data, Meta harvests personal information from
3 unsuspecting consumers who have already paid for the product—turning them into
4 unwitting data sources without their knowledge or consent.

5 120. Despite promoting the Glasses as “designed for privacy” and equipped
6 with “robust measures to protect user data,” Defendants failed to disclose that the
7 devices routinely capture intimate videos, images, and audio; transmit that content to
8 Meta’s servers; and make it available for review by Defendants’ employees and
9 contractors. This omission directly contradicts Meta’s affirmative privacy
10 representations and has resulted in consumers’ most private moments being exposed
11 to thousands of individuals.

12 121. These undisclosed practices—and Meta’s handling of highly sensitive
13 user data—were material to any reasonable consumer evaluating whether to purchase
14 the Glasses. A reasonable consumer would not anticipate that footage captured during
15 ordinary daily activities would be transmitted to third-party human contractors for
16 review, particularly when the device accompanies users into their most private spaces:
17 homes, bathrooms, bedrooms, and other intimate environments.

18 122. The exposure of such recordings would be profoundly unexpected.
19 While users might understand that wearable AI devices process visual data
20 automatically to improve functionality, they would not reasonably expect that
21 strangers—often located in other countries—would be watching, analyzing, and
22 labeling their most intimate moments.

23 123. Transmitting users’ private recordings to overseas contractors also
24 created clear and foreseeable risks. Once such footage is sent to third-party human
25 reviewers, those individuals can copy, retain, distribute, or exploit the recordings for
26 harassment, blackmail, public dissemination, identity theft, or other harmful purposes.

27 _____
28 ¹⁸ Hamidah Oderinwale & Anna Kazlauskas, The Economics of AI Training Data: A
Research Agenda, arXiv (Oct. 28, 2025), <https://arxiv.org/html/2510.24990>.

1 By concealing the transmission, review, and sharing of this data, Defendants deprived
2 consumers of material information necessary to make an informed decision about
3 whether to purchase or use the Glasses.

4 124. Defendants have known since the products' launch in 2021 that human
5 review of user-generated videos, audio, and images would inevitably expose intimate
6 content. The risks associated with human review of data from always-on wearable
7 cameras are well recognized in the technology industry, placing Defendants on direct
8 notice that consumers expect disclosure of such practices and that nondisclosure
9 creates significant privacy harms.

10 125. Despite their actual knowledge of the human-review pipeline and the
11 inherent privacy and safety risks it poses, Defendants have continued to market the
12 Glasses using the same "designed for privacy" representations.

13 126. By emphasizing purported privacy protections while concealing the
14 critical fact that intimate footage is routinely reviewed by Defendants' employees and
15 contractors, Defendants created a false impression that the product offers
16 comprehensive privacy safeguards. In reality, the touted features address only
17 superficial device interactions and do nothing to mitigate the most serious privacy risk
18 the Glasses create: the exposure of users' intimate recordings to strangers.

19 ***D. Defendants' Glaring Privacy Violations Present an Unreasonable and***
20 ***Undisclosed Safety Risk to Consumers***

21 127. Defendants' failure to disclose magnitude and scope of intimate content
22 that was intentionally sent to and reviewed by Meta's subcontractors strikes at the
23 core functionality of the Meta AI Glasses. Although Defendants marketed the
24 device's privacy architecture as a foundational feature and an essential safeguard for
25 a camera and microphone designed to be worn throughout daily life, including in
26 intimate settings. Yet without disclosure of the scope of images reviewed by Meta's
27 human-reviewer subcontractors, consumers could not understand the true privacy
28 implications of using the device. For any consumer unwilling to have intimate

1 moments transmitted to Meta’s servers and reviewed by offshore human contractors,
2 the product’s AI capabilities are deceptively unusable, leaving them having paid
3 hundreds of dollars for a pair of glasses devoid of the “smart” functionality they paid
4 for.

5 128. Independent of its impact on functionality, this material omission by
6 Defendants of their widescale invasion of privacy creates an unreasonable safety risk
7 for consumers. It renders the marketed privacy features materially misleading,
8 effectively transforming the Meta AI Glasses from personal tools into surveillance
9 conduits, and exposes users to significant risks of harm, emotional distress, stalking,
10 extortion, identity theft, and reputational injury.

11 129. The exposure of such content to thousands of unknown individuals
12 creates a persistent and unreasonable risk of harm—the very risk the product’s
13 advertised privacy protections were represented to prevent, but do not.

14 130. Defendants continue to market, sell, and update the Meta AI Glasses,
15 including updated models and software versions, using the same or substantially
16 similar “designed for privacy” representations and data-handling practices. Plaintiffs
17 are current and prospective purchasers of wearable technology and would seriously
18 consider purchasing AI-enabled smart glasses in the future. However, because they
19 now know that Defendants’ privacy representations were misleading and that
20 Defendants have not made full, transparent disclosures about their human-review
21 pipeline, Plaintiffs cannot rely on Defendants’ statements and remain at risk of future
22 harm absent a court-ordered change in Defendants’ practices and corrective
23 disclosures.

24 V. CLASS ACTION ALLEGATIONS

25 131. **Class Definition.** Plaintiffs bring this action as a class action on behalf
26 of themselves, and all others similarly situated pursuant to Federal Rules of Civil
27 Procedure, Rule 23(a) and 23(b)(3) defined as follows:
28

1 **Nationwide Class:**

2 All persons or entities who purchased and/or used the Meta AI Glasses in the
3 United States and enabled AI functionality at least once.

4 **California Subclass:**

5 All persons or entities who purchased and/or used the Meta AI Glasses in the
6 State of California and enabled AI functionality at least once.

7 **Florida Subclass:**

8 All persons or entities who purchased and/or used the Meta AI Glasses in the
9 State of Florida and enabled AI functionality at least once.

10 **Illinois Subclass:**

11 All persons or entities who purchased and/or used the Meta AI Glasses in the
12 State of Illinois and enabled AI functionality at least once.

13 **Massachusetts Subclass:**

14 All persons or entities who purchased and/or used the Meta AI Glasses in the
15 State of Massachusetts and enabled AI functionality at least once.

16 **Michigan Subclass:**

17 All persons or entities who purchased and/or used the Meta AI Glasses in the
18 State of Michigan and enabled AI functionality at least once.

19 **Mississippi Subclass:**

20 All persons or entities who purchased and/or used the Meta AI Glasses in the
21 State of Mississippi and enabled AI functionality at least once.

22 **New York Subclass:**

23 All persons or entities who purchased and/or used the Meta AI Glasses in the
24 State of New York and enabled AI functionality at least once.

25 **Ohio Subclass:**

26 All persons or entities who purchased and/or used the Meta AI Glasses in the
27 State of Ohio and enabled AI functionality at least once.

28

1 **Tennessee Subclass:**

2 All persons or entities who purchased and/or used the Meta AI Glasses in the
3 State of Tennessee and enabled AI functionality at least once.

4 **Texas Subclass:**

5 All persons or entities who purchased and/or used the Meta AI Glasses in the
6 State of Texas and enabled AI functionality at least once.

7 132. Collectively, the Nationwide Class and the California, Florida, Illinois,
8 Massachusetts, Michigan, Mississippi, New York, Ohio, Tennessee, and Texas
9 Subclasses (together, “**State Subclasses**”) are referred to as the “**Classes**”.

10 133. The “**Glasses**,” and “**Meta AI Glasses**” are collectively defined and
11 referred to herein as the following products: Ray-Ban Stories (Skyler, Wayfarer, and
12 Headliner); Ray-Ban Meta Gen 1 (Skyler, Wayfarer, and Headliner); Ray-Ban Meta
13 Gen 2 (Skyler, Wayfarer, Headliner); Oakley Meta HSTN; Oakley Meta Vanguard;
14 and Meta Ray-Ban Display.

15 134. **Class Definition Exclusions.** Excluded from the Classes are: (i)
16 Defendants, their assigns, successors, and legal representatives; (ii) any entities in
17 which Defendants have controlling interests; (iii) federal, state, and/or local
18 governments, including, but not limited to, their departments, agencies, divisions,
19 bureaus, boards, sections, groups, counsels, and/or subdivisions; and (iv) any judicial
20 officer presiding over this matter and person within the third degree of consanguinity
21 to such judicial officer.

22 135. **Reservation of Rights to Amend the Class Definitions.** Plaintiffs
23 reserve the right to amend or otherwise alter the class definitions presented to the
24 Court at the appropriate time in response to facts learned through discovery, legal
25 arguments advanced by Defendants, or otherwise.

26 136. **Numerosity.** Members of the Classes are so numerous that joinder of all
27 members is impracticable. The Nationwide Class consists of millions of purchasers
28 dispersed throughout the United States, and the State Subclasses likewise, likely

1 consist of at least tens of thousands of purchasers (if not more) dispersed throughout
2 the States of California, Florida, Illinois, Massachusetts, Michigan, Mississippi, New
3 York, Ohio, Tennessee, and Texas. Accordingly, it would be impracticable to join all
4 members of the Classes before the Court.

5 137. **Common Questions Predominate.** There are numerous and substantial
6 questions of law or fact common to all members of the Classes that predominate over
7 any individual issues. Such questions include, but are not limited to:

- 8 a. Whether the Meta AI Glasses were defectively designed;
- 9 b. Whether Defendants failed to adequately warn Plaintiffs and the Class
10 about the products' defective nature;
- 11 c. Whether Defendants engaged in unlawful, unfair, or deceptive business
12 practices by advertising and selling the products;
- 13 d. Whether Defendants' conduct of advertising and selling the Meta AI
14 Glasses was false and/or deceptive;
- 15 e. Whether Defendants' conduct is an unfair business practice within the
16 meaning of California Business and Professions Code section 17200, *et*
17 *seq.*;
- 18 f. Whether Defendants' conduct is a fraudulent business practice within the
19 meaning of California Business and Professions Code section 17200, *et*
20 *seq.*;
- 21 g. Whether Defendants' conduct is an unlawful business practice within the
22 meaning of California Business and Professions Code section 17200, *et*
23 *seq.*;
- 24 h. Whether Defendants' challenged representations and omissions are
25 deceptive in violation of California Business and Professions Code
26 sections 17500, *et seq.*;

- 1 i. Whether Defendants’ advertising and marketing of the Meta AI Glasses
2 are misleading in violation of California Business and Professions Code
3 section 17500, *et seq.*;
- 4 j. Whether Defendants knew, or by the exercise of reasonable care should
5 have known, that their advertising and marketing practices were and are
6 misleading in violation of California Business and Professions Code
7 section 17500, *et seq.*;
- 8 k. Whether Defendants’ challenged representations and omissions
9 represent that the Meta AI Glasses have characteristics, uses, or benefits
10 that they do not have, in violation of California Civil Code section
11 1770(a)(5);
- 12 l. Whether Defendants’ challenged representations and omissions
13 represent that the Meta AI Glasses are of a particular standard, quality,
14 or grade when they are of another, in violation of California Civil Code
15 section 1770(a)(7);
- 16 m. Whether Defendants’ challenged representations and omissions
17 advertise the Meta AI Glasses with the intent not to sell as advertised in
18 violation of California Civil Code section 1770(a)(9);
- 19 n. Whether Defendants affirmatively misrepresented the capabilities,
20 quality, and nature of the Meta AI Glasses and knew their
21 misrepresentations are material to consumers;
- 22 o. Whether Defendants had a duty to disclose the omitted facts that are
23 material to consumers with their challenged representations and
24 omissions;
- 25 p. Whether Defendants knew or should have known that the qualities and
26 characteristics of the products were not as advertised, marketed, or
27 otherwise represented or suitable for their intended use and were
28 otherwise not as warranted and represented by Defendants;

- 1 q. Whether Defendants breached the terms of their contracts with the
2 consumers, including the express warranties, by not providing products
3 that conform to the advertising and marketing claims;
- 4 r. Whether Defendants breached the implied warranty of merchantability
5 to Plaintiffs and the Classes in their challenged representations and
6 omissions;
- 7 s. Whether Plaintiffs and the Classes paid more money for the Meta AI
8 Glasses than they actually received;
- 9 t. How much more money Plaintiffs and the Classes paid for the Meta AI
10 Glasses than they actually received;
- 11 u. Whether Plaintiffs and the Classes are entitled to injunctive relief; and
12 v. Whether Defendants were unjustly enriched by their unlawful conduct.

13 138. **Predominance.** The common questions of law and fact predominate
14 over questions that affect only individual Class Members.

15 139. **Typicality.** Plaintiffs' claims are typical of the claims of the Class
16 Members that Plaintiffs seek to represent because Plaintiffs, like the Class Members,
17 purchased Defendants' misleading and deceptive products. Defendants' unlawful,
18 unfair and/or fraudulent actions concern the same business practices described herein
19 irrespective of where they occurred or were experienced. Plaintiffs and the Class
20 sustained similar injuries arising out of Defendants' conduct. Plaintiffs' and Class
21 Members' claims arise from the same practices and course of conduct and are based
22 on the same legal theories.

23 140. **Adequacy.** Plaintiffs are adequate representatives of the Classes they
24 seek to represent because Plaintiffs' interests do not conflict with the interests of the
25 Class Members. Plaintiffs will fairly and adequately protect Class Members' interests
26 and have retained counsel experienced and competent in the prosecution of complex
27 class actions, including complex questions that arise in consumer protection litigation.
28

1 141. **Ascertainability.** Class Members can easily be identified by an
2 examination and analysis of the business records regularly maintained by Defendants,
3 among other records within Defendants’ possession, custody, or control.
4 Additionally, further Class Member data can be obtained through additional third-
5 party retailers who retain customer records and order histories. All Meta AI Glasses
6 have to be registered when activated, during which time Meta collects the information
7 about the user, including their email addresses and more – and thus maintains
8 information regarding the users.

9 142. **Superiority and Substantial Benefit.** A class action is superior to other
10 methods for the fair and efficient adjudication of this controversy, since individual
11 joinder of all members of the Classes is impracticable and no other group method of
12 adjudication of all claims asserted herein is more efficient and manageable for at least
13 the following reasons:

- 14 a. The claims presented in this case predominate over any questions of
15 law or fact, if any exist at all, affecting any individual member of the
16 Classes;
- 17 b. Absent a Class, the members of the Classes will continue to suffer
18 damage and Defendants’ unlawful conduct will continue without
19 remedy while Defendants profit from and enjoy their ill-gotten gains;
- 20 c. Given the size of individual Class Members’ claims, few, if any,
21 Class Members could afford to or would seek legal redress
22 individually for the wrongs Defendants committed against them, and
23 absent Class Members have no substantial interest in individually
24 controlling the prosecution of individual actions;
- 25 d. When the liability of Defendants has been adjudicated, claims of all
26 members of the Classes can be administered efficiently and/or
27 determined uniformly by the Court; and
28

1 e. This action presents no difficulty that would impede the management
2 by the Court as a class action, which is the best available means by
3 which Plaintiffs and Class Members can seek redress for the harm
4 caused to them by Defendants.

5 143. **Inconsistent Rulings.** Because Plaintiffs seek relief for all members of
6 the Classes, the prosecution of separate actions by individual members would create
7 a risk of inconsistent or varying adjudications with respect to individual members of
8 the Classes, which would establish incompatible standards of conduct for Defendants.

9 144. **Injunctive/Declaratory Relief.** The prerequisites to maintaining a class
10 action for injunctive or equitable relief are met as Defendants have acted or refused
11 to act on grounds generally applicable to the Class, thereby making appropriate final
12 injunctive or declaratory relief with respect to the Classes as a whole.

13 145. **Manageability.** Plaintiffs and Plaintiffs' counsel are unaware of any
14 difficulties that are likely to be encountered in the management of this action that
15 would preclude its maintenance as a class action.

16 146. **Issues Classes.** Alternatively, Plaintiffs seek certification pursuant to
17 Federal Rule of Civil Procedure 23(c)(4) on behalf of the above-defined Classes for
18 some or all the issues identified in the commonality and predominance section, above,
19 as well as other issues that may be later identified.

20 **VI. CAUSES OF ACTION**

21 **COUNT I**

22 **STRICT PRODUCT LIABILITY – DESIGN DEFECT**

23 **(Brought by all Plaintiffs against Defendants Meta and Luxottica on behalf of**
24 **the Nationwide Class, or alternatively, the State Subclasses)**

25 147. Plaintiffs restate and reallege the preceding factual allegations set forth
26 above as if fully alleged herein.

27 148. Plaintiffs bring this claim individually and on behalf of the Nationwide
28 Class, or alternatively, the State Subclasses. This claim is brought under California

1 law or, alternatively, the laws of the respective states where Plaintiffs and Class
2 Members purchased and/or used the products.

3 149. Meta and Luxottica designed, engineered, manufactured, marketed,
4 distributed, and sold the products to Plaintiffs and Class Members.

5 150. Meta and Luxottica placed the products into the stream of commerce,
6 knowing and intending that they would be purchased and used by Plaintiffs and Class
7 Members throughout the United States without any inspection for defects by end
8 users.

9 151. The products were defective in design when they left Defendants'
10 possession and control because, inter alia, they were designed so that, during ordinary
11 and intended use: (1) they capture continuous photo and video content, including
12 inside homes, bedrooms, and bathrooms, and during other intimate moments; (2) that
13 content is automatically transmitted off-device to Meta's servers and then to human
14 "data annotators" overseas for review and labeling; and (3) this pipeline of intimate,
15 sensitive footage to human annotators is implemented without adequate in-product
16 controls or transparent, conspicuous disclosures consistent with Defendants'
17 privacy-centric representations.

18 152. Though Meta has publicly acknowledged that it "sometimes use[s]
19 contractors to review" users' data, purportedly to improve the service, it has claimed
20 that, "unless users choose to share media they've captured with Meta or others, that
21 media stays on the user's device" and that any content users do choose to share is
22 "filtered to protect people's privacy."

23 153. Defendants simultaneously marketed the products with privacy-centric
24 statements, including that the products are "designed for privacy, controlled by you,"
25 "built for your privacy," and similar representations suggesting robust privacy
26 protections and user control over captured content.

27 154. No reasonable consumer would expect that, by using a product
28 advertised as "designed for privacy" in ordinary, foreseeable ways (e.g., wearing it at

1 home, in bedrooms or bathrooms, while undressing, or around family members), their
2 intimate video and audio would be routed to and watched by strangers overseas,
3 cataloguing their “bathroom visits, sex and other intimate moments,” and financial
4 details for AI-training purposes.

5 155. The products failed to perform as safely as an ordinary consumer would
6 expect because, contrary to Defendants’ privacy-centric marketing: (1) they function
7 as surreptitious conduits of highly sensitive and intimate personal and bystander data
8 to human annotators; and (2) the products’ design, including reliance on a small LED
9 indicator light, does not ensure that users or bystanders meaningfully understand that
10 their intimate moments and environments are being recorded, offloaded, and
11 reviewed.

12 156. Any purported benefits of designing the products to route intimate user
13 and bystander footage to human annotators—rather than relying on less invasive or
14 more privacy-protective AI-training methods—are outweighed by the gravity and
15 likelihood of harm, including: (1) exposure of highly intimate, sexual, and bodily
16 content to strangers; (2) exposure of financial information; (3) heightened risks of
17 identity theft, stalking, extortion, and reputational harm; and (4) economic harm from
18 paying for a product that does not conform to its privacy-centric marketing.

19 157. Plaintiffs and Class Members used the products in intended and
20 reasonably foreseeable ways, including wearing them in daily life, inside homes, and
21 around family and friends.

22 158. A safer alternative design that would have eliminated or reduced injuries
23 to Plaintiffs’ privacy was technically and commercially feasible. For example, Meta
24 and Luxottica could have designed the products such that use of and access to the
25 products’ core AI features was decoupled from the human review pipeline or required
26 explicit user consent for each piece of footage routed to human contractors.

27 159. The products’ defective design was a substantial factor in causing
28 Plaintiffs’ and Class Members’ injuries, including economic harm (paying a price

1 premium and/or the purchase price itself for products that were not as represented)
2 and loss of the benefit of their bargain, as well as loss of privacy and dignitary harms
3 associated with the exposure of intimate footage to human annotators.

4 160. Plaintiffs and Class Members would not have purchased the products, or
5 would have paid significantly less for them, had they known of the products' true
6 design and the attendant privacy risks.

7 161. As a direct and proximate result of Defendants' defective design,
8 Plaintiffs and Class Members have suffered and will continue to suffer injury,
9 including ascertainable losses of money or property, and non-economic harms
10 relating to invasion of privacy and emotional distress.

11 162. Plaintiffs and Class Members seek all monetary and non-monetary relief
12 allowed by law as a result of Defendants' strict product liability, including
13 compensatory damages, restitution, disgorgement, punitive damages where available,
14 and attorneys' fees and costs.

15 COUNT II

16 **STRICT PRODUCT LIABILITY – FAILURE TO WARN**

17 **(Brought by all Plaintiffs against Defendants Meta and Luxottica on behalf of**
18 **the Nationwide Class, or alternatively, the State Subclasses)**

19 163. Plaintiffs restate and reallege the preceding factual allegations set forth
20 above as if fully alleged herein.

21 164. Plaintiffs bring this claim individually and on behalf of the Nationwide
22 Class, or alternatively, the State Subclasses. This claim is brought under California
23 law or, alternatively, the laws of the respective states where Plaintiffs and Class
24 Members purchased and/or used the products.

25 165. Defendants manufactured, designed, marketed, distributed, and sold the
26 products.

27 166. At the time the products were manufactured, distributed, and sold, they
28 had potential and known risks that were known or knowable in light of generally

1 accepted knowledge in the relevant communities, including that: (1) the products
2 capture highly sensitive video and audio inside private spaces; (2) that media is
3 transmitted to Meta’s servers and routed to human annotators in Nairobi, Kenya for
4 review and labeling; (3) annotators “see everything—from living rooms to naked
5 bodies,” including bathroom visits, sexual activity, and financial information; (4) it is
6 impossible to both avoid the human review pipeline and make use of the products’
7 core AI features; and (4) such practices create serious privacy, safety, and dignitary
8 harms.

9 167. These potential risks present a substantial danger when the products are
10 used or misused in an intended or reasonably foreseeable manner because users will
11 naturally wear the products in homes, bathrooms, bedrooms, and other intimate
12 settings, with spouses, partners, children, guests, and bystanders present.

13 168. Ordinary consumers are not likely to recognize these risks, particularly
14 given the products’ marketing as “designed for privacy, controlled by you” and the
15 absence of any clear disclosure that human contractors overseas watch and annotate
16 sensitive footage captured via the products and that users who wish to make use of
17 the products’ core AI features cannot avoid that human review pipeline.

18 169. At all relevant times, safer and feasible alternative designs existed that
19 would have substantially reduced or eliminated the unreasonable privacy and safety
20 risks created by the Meta AI Glasses, including: (a) performing AI processing entirely
21 on-device, without uploading raw, identifiable content to remote servers; (b) limiting
22 uploads to anonymized or redacted images that remove faces, bodies, and other
23 identifying features; (c) obtaining explicit, granular, opt-in consent before routing any
24 content to human reviewers and limiting such review to non-intimate scenes; and (d)
25 allowing users to permanently disable any upload of AI-related content while still
26 retaining local AI functionality. Defendants nevertheless opted for a design that
27 maximized the volume of intimate, identifiable data sent to offshore human reviewers,
28 without disclosing these tradeoffs to consumers.

1 170. Defendants failed to provide adequate warnings or instructions
2 concerning: (1) the fact that content captured with the products would be transmitted
3 to Meta's servers for AI-related processing; (2) the fact that human contractors,
4 including those working for Meta's vendor Sama in Nairobi, would review and
5 annotate highly sensitive user and bystander footage, including bathroom, sexual, and
6 financial scenes; and (3) the nature and extent of privacy, safety, and dignitary risks
7 created by this human-review pipeline.

8 171. The small LED indicator light on the products is inadequate as a warning
9 or notice to users or bystanders regarding the existence and extent of human review
10 and data-annotation practices; it does not meaningfully inform consumers that their
11 intimate footage may be watched by strangers overseas.

12 172. Meta's claims that it disclosed to users that some footage may be shared
13 with human reviewers, even if true, are inadequate, because consumers were not
14 provided adequate notice of these supposed disclosures, and these disclosures do not
15 meaningfully inform consumers who wish to make use of the products' core AI
16 features that they cannot do so while avoiding that human review pipeline.

17 173. Defendants knew or, by the use of reasonably developed skill and
18 foresight, should have known of these risks and of the products' human-review
19 pipeline, as evidenced by: (1) their own design and implementation of the products
20 and related AI systems; (2) their contracting with Sama and other vendors; and (3)
21 internal knowledge that intimate footage, including nudity, sex, and financial
22 information, was being viewed by annotators.

23 174. Defendants had a duty to provide clear, prominent warnings and
24 instructions so that consumers could decide whether to use the products at all, or use
25 them in ways that would minimize the degree of danger—such as by avoiding use in
26 bathrooms and bedrooms or when handling financial information.

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1 175. Defendants breached this duty by failing to provide adequate warnings
2 and instructions and by instead emphasizing privacy-centric marketing messages
3 inconsistent with the underlying data-handling and human-review practices.

4 176. Plaintiffs and Class Members were injured, including economic losses
5 (purchase price, price premium, loss of benefit of the bargain), and non-economic
6 harms (invasion of privacy, emotional distress), as a direct and proximate result of
7 Defendants' failure to warn.

8 177. Had Defendants provided adequate warnings and instructions about the
9 products' human-review pipeline and associated risks, Plaintiffs and Class Members
10 would not have purchased the products, or would have paid significantly less for them,
11 and would have avoided or mitigated their harm.

12 178. Defendants' failure to warn was a substantial factor in causing Plaintiffs'
13 and Class Members' injuries.

14 179. Plaintiffs and Class Members seek all monetary and non-monetary relief
15 allowed by law, including compensatory damages, restitution, disgorgement, punitive
16 damages where available, and attorneys' fees and costs.

17 **COUNT III**

18 **VIOLATION OF THE COMPUTER FRAUD AND ABUSE ACT**

19 **U.S.C. § 1030 *et seq.*)**

20 **(Brought by all Plaintiffs against Defendant Meta on behalf of the Nationwide**
21 **Class, or alternatively, the State Subclasses)**

22 180. Plaintiffs restate and reallege the preceding factual allegations set forth
23 above as if fully alleged herein.

24 181. Plaintiffs bring this claim individually and on behalf of the Nationwide
25 Class, or alternatively, the State Subclasses, against Meta.

26 182. A person violates the Computer Fraud and Abuse Act ("CFAA") if they
27 intentionally access a protected computer, lacked authority to access the computer or
28 exceeded granted authority to access the computer, and thereby obtain information

1 from any protected computer. *See* 18 U.S.C. § 1030(a)(2)(C). A “protected computer”
2 includes one that is used in or affecting interstate or foreign commerce. 18 U.S.C. §
3 1030(e)(2).

4 183. The products are “protected computers” under the CFAA because they
5 process and store data and are connected to the Internet.

6 184. In connection with the design and operation of the products and
7 associated services, Meta used its access to those protected computers to obtain and
8 alter Plaintiffs’ and Class Members’ data in ways that exceeded the scope of
9 authorization Plaintiffs and Class Members granted, by:

- 10 a. using data and media captured via the products for purposes not
11 authorized by Plaintiffs and Class Members, including routing
12 intimate footage to human annotators in Nairobi to watch, label, and
13 use in AI-model training;
- 14 b. obtaining and using intimate media and associated data beyond what
15 was reasonably necessary to provide the advertised consumer-facing
16 functionality; and
- 17 c. using deceptive and privacy-centric marketing to induce Plaintiffs
18 and Class Members to transmit data to Meta’s systems while
19 concealing the human review and AI-training uses of that data.

20 185. Plaintiffs and Class Members did not authorize Meta to expose their
21 intimate footage—including bathroom visits, sex, nudity, and financial information—
22 to human contractors overseas, nor did they authorize Meta to use such footage in the
23 undisclosed manner alleged, particularly considering Meta’s privacy-centric
24 representations.

25 186. Meta knew, or recklessly and intentionally disregarded the extremely
26 high likelihood that, its use of Plaintiffs’ and Class Members’ data, as described
27 above, exceeded the authorization that Plaintiffs and Class Members had granted.
28

1 187. As a direct and proximate result of Meta’s violations of the CFAA,
2 Plaintiffs and Class Members suffered damage and loss within the meaning of 18
3 U.S.C. § 1030, including:

- 4 a. economic losses in the form of the purchase price and/or a price
5 premium for products they would not have purchased, or would not
6 have paid as much for, had they known the truth;
- 7 b. the loss of the value and confidentiality of their data; and
- 8 c. costs reasonably incurred in investigating and responding to Meta’s
9 conduct, and in seeking to remediate the privacy harms described
10 herein.

11 188. Plaintiffs and Class Members seek all remedies available under 18
12 U.S.C. § 1030, including compensatory damages, injunctive and other equitable
13 relief, and reasonable attorneys’ fees and costs.

14 **COUNT IV**

15 **INTRUSION UPON SECLUSION**

16 **(Brought by all Plaintiffs against Defendant Meta on behalf of the Nationwide**
17 **Class, or alternatively, the State Subclasses)**

18 189. Plaintiffs restate and reallege the preceding factual allegations set forth
19 above as if fully alleged herein.

20 190. Plaintiffs bring this claim individually and on behalf of the Nationwide
21 Class, or alternatively, the State Subclasses, against Defendant Meta. This claim is
22 brought under California law or, alternatively, the laws of the respective states where
23 Plaintiffs and Class Members purchased and/or used the products.

24 191. Plaintiffs and Class Members have a reasonable expectation of privacy
25 in the seclusion of their homes and other private spaces, including bedrooms,
26 bathrooms, and other locations where they undress, engage in sexual activity, perform
27 intimate bodily functions, spend time with family members, and handle sensitive
28 financial information.

1 192. Plaintiffs and Class Members also have a reasonable expectation that
2 highly intimate and sensitive activities occurring in such spaces will not be
3 intentionally observed or monitored by strangers—such as overseas contractors
4 working for Meta—without clear, conspicuous, explicit, and informed consent.

5 193. Meta intentionally designed, deployed, and operated the products and
6 associated backend systems so that, without authorization and in the ordinary course
7 of use:

- 8 a. the products capture video and audio in intimate, private spaces,
9 including homes, bathrooms, and bedrooms;
- 10 b. that content is transmitted off device from Plaintiffs’ and Class
11 Members’ environments to Meta’s servers; and
- 12 c. human “data annotators,” including contractors in Nairobi, Kenya,
13 working for Meta’s vendor Sama, then view and label sensitive user
14 and bystander footage, including bathroom visits, sex, nudity, and
15 financial information, in order to train Meta’s AI models.

16 194. Workers employed as data annotators for Meta’s vendor Sama have
17 reported that, in the course of their work annotating footage from Meta AI Glasses,
18 they “see everything, from living rooms to naked bodies,” including videos of
19 bathroom visits, sexual activity, and other deeply personal moments, as well as bank
20 and credit-card details. These are indisputably private matters

21 195. Meta has acknowledged that it “sometimes” uses contractors to review
22 that data to improve the service, and that such review may involve human annotators,
23 while claiming that such review does not occur “unless users choose to share media
24 they’ve captured with Meta” and that such data are “filtered to protect people’s
25 privacy.”

26 196. Meta, from the design and operation of the products and from its
27 relationship with Sama, knew that annotators were being exposed to private, highly
28 intimate footage from users’ homes, including bathroom visits, nudity, sex, and

1 financial information, and that purported anonymization or blurring safeguards did
2 not reliably prevent identification of individuals.

3 197. Meta’s intentional conduct constitutes a substantial, unjustified intrusion
4 into Plaintiffs’ and Class Members’ seclusion and private affairs because it:

- 5 a. causes continuous capture and off-device transmission of deeply
6 intimate data from the most private spaces in users’ homes;
- 7 b. exposes that data to unknown human annotators thousands of miles
8 away; and
- 9 c. does so while marketing the products as “designed for privacy,
10 controlled by you,” “built for your privacy,” and equipped with
11 “robust measures to protect user data.”

12 198. Meta’s intrusion would be highly offensive to a reasonable person
13 because a reasonable consumer would not expect that, by wearing purportedly
14 “privacy-designed” glasses during everyday activities inside the home, including in
15 bathrooms and bedrooms, their intimate moments would be viewed and catalogued
16 by human workers overseas or their intimate footage used to train AI models in ways
17 that they do not understand and to which they did not consent and could not have
18 meaningfully consented.

19 199. Plaintiffs and Class Members did not consent, and could not reasonably
20 be deemed to have consented, to this intrusion, because Meta:

- 21 a. failed to clearly and conspicuously disclose that human annotators
22 would routinely watch and label intimate footage captured via the
23 products;
- 24 b. failed to clearly disclose the nature, extent, and scope of the human
25 review pipeline; and
- 26 c. affirmatively reassured consumers through privacy-centric marketing
27 that the products were “designed for privacy,” and that users would
28

1 maintain control over their data, and that the products had “robust
2 measures to protect user data.”

3 200. Any notification potentially implied by the products’ LED recording
4 indicator is inadequate to constitute informed consent to Meta’s human review
5 pipeline because the LED light does not inform users or bystanders that footage will
6 be transmitted to Meta’s servers and reviewed by human annotators, and Meta
7 continued to conceal the specific human review and AI-training practices at issue
8 while promoting the products as privacy-protective.

9 201. Meta’s claims that it disclosed to users that some footage may be shared
10 with human reviewers, even if true, are inadequate to constitute informed consent
11 because consumers were not provided adequate notice of these supposed disclosures,
12 these disclosures do not meaningfully inform consumers who wish to make use of the
13 products’ core AI features that they cannot do so while avoiding the human review
14 pipeline, and they fail to meaningfully inform consumers of the nature, extent, and
15 scope of the human review pipeline.

16 202. Meta’s intrusion caused Plaintiffs and Class Members mental anguish
17 and suffering because, without consent, it exposed their highly intimate and sensitive
18 footage, including deeply personal and financial matters, to unknown human
19 contractors.

20 203. As a direct and proximate result of Meta’s intrusion upon seclusion,
21 Plaintiffs and Class Members have suffered injuries including:

- 22 a. invasion of privacy and loss of seclusion;
- 23 b. emotional distress, anxiety, humiliation, and other dignitary harms
24 arising from the knowledge that their intimate moments may have
25 been viewed by strangers overseas; and
- 26 c. economic injury, including payment of the purchase price and/or a
27 price premium for products that did not conform to Meta’s privacy
28

1 212. Plaintiffs and the Class members sustained damages as a result of their
2 reliance on Defendants' misrepresentations, thus causing Plaintiffs and the Class
3 members to sustain actual losses and damages in a sum to be determined at trial,
4 including punitive damages.

5 **COUNT VI**

6 **FRAUD BY CONCEALMENT/OMISSION**

7 **(Brought by all Plaintiffs against Defendants Meta and Luxottica on behalf of**
8 **the Nationwide Class, or alternatively, the State Subclasses)**

9 213. Plaintiffs and the Classes incorporate by reference each preceding and
10 succeeding paragraph as though fully set forth herein.

11 214. Plaintiffs bring this claim individually and on behalf of the Nationwide
12 Class, or alternatively, the State Subclasses. This claim is brought under California
13 law or, alternatively, the laws of the respective states where Plaintiffs and the Class
14 members purchased and/or used the products.

15 215. Defendants made Material Omissions concerning a presently existing or
16 past fact in that, for example, Defendants did not fully and truthfully disclose to their
17 customers that they would be unable to maintain privacy and control of their data
18 while using the Product, that Defendants would subject consumers' captured data to
19 review and data annotation by subcontractors for the purpose of training Meta's AI
20 model, or that it was impossible to make use of the products' core AI features while
21 avoiding this human review pipeline.

22 216. These facts, and other facts set forth above, were material because
23 reasonable people attach importance to their existence or nonexistence in deciding
24 whether to purchase Defendants' products and similar technology.

25 217. Defendants had a duty to disclose these omitted facts because speaks,
26 one must speak the whole truth and not conceal any facts that materially qualify the
27 facts stated. One who volunteers information must be truthful, and the telling of a
28 half-truth calculated to deceive is fraud.

1 218. Defendants also had a duty to disclose these omitted material facts
2 because they were known and/or accessible only to Defendants, who had superior
3 knowledge and access to the facts, and Defendants knew they were not known to or
4 reasonably discoverable by Plaintiffs and the Class members. These omitted facts
5 were material because they directly impact the privacy and safety of sensitive
6 consumer data.

7 219. Defendants were in exclusive control of the material facts, and such facts
8 were not known to the public, Plaintiffs, or the Class members. Defendants also
9 possessed exclusive knowledge of the Material Omissions.

10 220. Defendants actively concealed and/or suppressed these material facts, in
11 whole or in part, with the intent to induce Plaintiffs and the Class members to purchase
12 the products at a higher price that did not match the products' true value.

13 221. Plaintiffs and the Class members were unaware of these omitted material
14 facts and would not have acted as they had they known of the concealed and/or
15 suppressed facts. Plaintiffs' and the Class members' actions were justified.

16 222. Plaintiffs and the Class members reasonably relied on these omissions
17 and concealments and suffered damages as a direct and proximate result, including
18 economic losses (purchase price, price premium, loss of benefit of the bargain), and
19 non-economic harms (invasion of privacy, emotional distress).

20 223. As a result of these omissions and concealments, Plaintiffs and the Class
21 members incurred damages including, but not limited to, their lost benefit of the
22 bargain and overpayment at the time of purchase of the products.

23 224. As a result of the concealment and/or suppression of the facts, Plaintiffs
24 and the Class members sustained damage. Plaintiffs and the Class members reserve
25 their right to elect to either: (a) rescind their purchase of the products and obtain
26 restitution or (b) affirm their purchase of the products and recover damages.

27 225. Defendants' acts were done maliciously, oppressively, deliberately, with
28 intent to defraud, and in reckless disregard of the rights of Plaintiffs and the Class

1 members. Defendants' conduct warrants an assessment of punitive damages in a to-
2 be-determined amount sufficient to deter such conduct in the future.

3 **COUNT VII**

4 **NEGLIGENT MISREPRESENTATION**

5 **(Brought by all Plaintiffs against Defendants Meta and Luxottica on behalf of**
6 **the Nationwide Class, or alternatively, the State Subclasses)**

7 226. Plaintiffs restate and reallege the preceding factual allegations set forth
8 above as if fully alleged herein.

9 227. Plaintiffs bring this claim individually and on behalf of the Nationwide
10 Class, or alternatively, the State Subclasses. This claim is brought under California
11 law or, alternatively, the laws of the respective states where Plaintiffs and Class
12 Members purchased and/or used the products.

13 228. Defendants had a duty to Plaintiffs and the Classes to exercise reasonable
14 and ordinary care in the developing, testing, manufacture, marketing, detailing,
15 distribution, and sale of the products.

16 229. Defendants breached their duty to Plaintiffs and the Classes by
17 advertising the products as having capabilities they do not actually have.

18 230. Defendants knew or should have known that the qualities and
19 characteristics of the products were not as advertised, marketed, detailed, or otherwise
20 represented or suitable for their intended use and were otherwise not as warranted and
21 represented by Defendants.

22 231. As a direct and proximate result of Defendants' conduct, Plaintiffs and
23 the Class have suffered actual damages in that they would not have purchased the
24 products had they known that the products do not conform to the Product's marketing,
25 advertising, or statements.

26 232. Plaintiffs and the Class seek actual damages, attorney's fees, costs, and
27 any other just and proper relief available.

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COUNT VIII

BREACH OF CONTRACT

(Brought by all Plaintiffs against Defendants Meta and Luxottica on behalf of the Nationwide Class, or alternatively, the State Subclasses)

233. Plaintiffs restate and reallege the preceding factual allegations set forth above as if fully alleged herein.

234. Plaintiffs bring this claim individually and on behalf of the Nationwide Class, or alternatively, the State Subclasses. This claim is brought under California law or, alternatively, the laws of the respective states where Plaintiffs and Class Members purchased and/or used the products.

235. Defendants expressly warranted that the products would perform as advertised. Defendants' claims regarding the products constituted an affirmation of fact, promise, and/or description of the goods that became part of the basis of the bargain and created an express warranty that the goods would conform to the stated promise. Plaintiffs and the Class Members placed importance on Defendants' claims.

236. Plaintiffs and the Class Members have performed all conditions precedent to Defendants' liability under this contract.

237. Defendants breached the terms of the contract, including the express warranties, with Plaintiffs and the Class Members by not providing products that conform to Defendants' advertising and marketing claims.

238. As a result of Defendants' breach of contract, Plaintiffs and the Class Members have been damaged in the amount to be determined at trial.

COUNT IX

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

(Brought by all Plaintiffs against Defendants Meta and Luxottica on behalf of the Nationwide Class, or alternatively, the State Subclasses)

239. Plaintiffs restate and reallege the preceding factual allegations set forth above as if fully alleged herein.

1 240. Plaintiffs bring this claim individually and on behalf of the Nationwide
2 Class, or alternatively, the State Subclasses. This claim is brought under California
3 law or, alternatively, the laws of the respective states where Plaintiffs and the Class
4 members purchased and/or used the products.

5 241. The implied warranty of merchantability provides that, unless excluded
6 or modified, a warranty that a good shall be merchantable is implied in a contract for
7 their sale, if the seller is a merchant with respect to goods of that kind.

8 242. Defendants are “merchants” with respect to the products at issue.

9 243. To be merchantable, goods must conform to the promises or affirmations
10 of fact made in the advertising of the product.

11 244. Defendants breached the implied warranty of merchantability to
12 Plaintiffs and the Classes in their representations that the products were “designed for
13 privacy” and that consumers would be able to maintain privacy and control over their
14 personal data while using the products when this was actually false.

15 245. As a result of Defendants’ misleading conduct, Plaintiffs and the Classes
16 did not receive merchantable goods as impliedly warranted by Defendants.

17 246. Defendants did not exclude or modify the Product’s implied warranty of
18 merchantability.

19 247. As a proximate result of Defendants’ breach of their implied warranty,
20 Plaintiffs and the Classes incurred harm. Plaintiffs and the Classes were injured as a
21 result of Defendants’ failure to disclose material facts regarding the products,
22 including that Meta collected user intimate data and transmitted it for analysis by
23 overseas human contractors from outside of the United States without disclosing the
24 nature, scope, and extent of this human review pipeline. Plaintiffs and the Classes
25 paid for a product that did not have the promised quality and nature, paid a premium
26 for the Meta AI Glasses when they could have instead purchased other less expensive
27 glasses or other products, and lost the opportunity to purchase similar products that
28 would not have subjected them to undisclosed collection and sharing of their data.

1 248. As a result of Defendants’ breach of contract, Plaintiffs and the Class
2 Members have been damaged in the amount to be determined at trial.

3 **COUNT X**

4 **BREACH OF QUASI-CONTRACT/UNJUST ENRICHMENT**

5 **(Brought by all Plaintiffs against Defendants Meta and Luxottica on behalf of**
6 **the Nationwide Class, or alternatively, the State Subclasses)**

7 249. Plaintiffs restate and reallege the preceding factual allegations set forth
8 above as if fully alleged herein.

9 250. Plaintiffs bring this claim individually and on behalf of the Nationwide
10 Class, or alternatively, the State Subclasses. This claim is brought under California
11 law or, alternatively, the laws of the respective states where Plaintiffs and Class
12 members purchased and/or used the products.

13 251. To the extent required by law, this cause of action is alleged in the
14 alternative to legal claims, as permitted under Fed. R. Civ. P. 8.

15 252. Plaintiffs and Class members conferred monetary benefits on Defendants
16 by purchasing the products. Defendants’ profits are funded entirely from their
17 generated revenues – payments made by or on behalf of Plaintiffs and Class Members.
18 As such, a portion of these payments was attributable to Defendants’ challenged
19 representations and omissions.

20 253. Defendants knew that Plaintiffs and the Classes conferred a benefit to
21 them, which Defendants accepted, and through which, Defendants were unjustly
22 enriched in retaining the revenues derived from Plaintiffs and Class members’
23 purchases of the products. Retention of those monies under these circumstances is
24 unjust and inequitable because Defendants failed to disclose that, contrary to their
25 representations, the products did not have the technical capabilities they had
26 advertised. These misleading representations caused injuries to Plaintiffs and Class
27 members because they would not have purchased the products if they had been aware
28 of the products’ true nature.

1 254. Defendants enriched themselves by saving the costs they reasonably
2 should have spent on ensuring that the products had the technical capabilities
3 advertised and conformed with their advertised representations and by soliciting
4 purchases from privacy-conscious individuals who would not have purchased the
5 products had they been aware of the products' true nature.

6 255. Because Defendants' retention of the non-gratuitous benefits conferred
7 on them by Plaintiffs and Class members is unjust and inequitable, Defendants have
8 been unjustly enriched in an amount to be determined at trial.

9 **COUNT XI**

10 **VIOLATION OF CALIFORNIA UNFAIR COMPETITION LAW**

11 **(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**

12 **(Brought by all Plaintiffs against Defendants Meta and Luxottica on behalf of**
13 **the Nationwide Class, or alternatively, by Plaintiffs Justin Levian, Noel Flores,**
14 **and Albert Mejia on behalf of the California Subclass)**

15 256. Plaintiffs restate and reallege the preceding factual allegations set forth
16 above as if fully alleged herein.

17 257. Plaintiffs bring this claim individually and on behalf of the Nationwide
18 Class, or alternatively, the California Subclass.

19 258. California Business & Professions Code, §§ 17200, *et seq.* (the "UCL")
20 prohibits unfair competition and provides, in pertinent part, that "unfair competition
21 shall mean and include unlawful, unfair or fraudulent business practices and unfair,
22 deceptive, untrue or misleading advertising."

23 259. Defendants, in their pervasive advertising and marketing of the products,
24 made misleading statements regarding the products' quality and characteristics—
25 specifically, the challenged representations and omissions regarding the data safety
26 and privacy of consumers of the products. Instead, Meta funnels the consumer data,
27 including sensitive videos captured with the products, to be viewed and annotated by
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1 human “data annotators,” all so that Meta could use the videos in training Defendants’
2 own AI model.

3 260. Defendants have no reasonable basis for the challenged representations
4 and omissions made in their advertising because Defendants did not maintain
5 consumers’ data privacy. Thus, the products fail—as Defendants directed and
6 intended—to deliver the advertised functionality for everyday use and during various
7 activities. Defendants knew (and know) that they do not maintain the privacy of
8 consumer data captured by the products, posing a misrepresentation of their
9 functionality, yet intentionally advertised and marketed the products to deceive
10 reasonable consumers and continue to do so presently.

11 261. Defendants’ advertising and marketing of the products led, and continues
12 to lead, reasonable consumers, including Plaintiffs and Class members, to believe that
13 they would be able to maintain the privacy and control of their data while using the
14 products as Defendants advertised.

15 262. Plaintiffs and the Class members have suffered injury in fact and have
16 lost money or property as a result of and in reliance on the challenged representations
17 and omissions—namely, Plaintiffs and the Class members lost at least the value of
18 purchase price for the products they bought from the Defendants.

19 263. Defendants’ conduct, as alleged herein, constitutes unfair, unlawful, and
20 fraudulent business practices pursuant to the UCL. The UCL prohibits unfair
21 competition and provides, in pertinent part, that “unfair competition shall mean and
22 include unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue
23 or misleading advertising.” Cal. Bus & Prof. Code § 17200. In addition, Defendants’
24 use of various forms of advertising media to advertise, call attention to, or give
25 publicity to the sale of goods or merchandise that are not as represented in any manner
26 constitutes unfair competition, unfair, deceptive, untrue or misleading advertising,
27 and an unlawful business practice within the meaning of Business and Professions
28

1 Code §§ 17200 and 17531 that have deceived and are likely to further deceive the
2 consuming public, in violation of Business and Professions Code § 17200.

3 264. Defendants failed to avail themselves of lawful, reasonably available,
4 alternatives to further their legitimate business interests.

5 265. All of the conduct alleged herein occurred and continues to occur in
6 Defendants' businesses. Defendants' wrongful conduct is part of a pattern, practice
7 and/or generalized course of conduct, which will continue on a daily basis until
8 Defendants voluntarily alter their conduct or are ordered to do so.

9 266. Pursuant to Business and Professions Code §§ 17203 & 17535, Plaintiffs
10 and the Class members seek an order from this Court enjoining Defendants from
11 continuing to engage in, use, or employ their practices of false and deceptive
12 advertising and marketing of the products. Likewise, Plaintiffs and the Class members
13 seek an order requiring Defendants to disclose such misrepresentations, thus
14 precluding Defendants' failure to disclose the existence and significance of said
15 misrepresentations.

16 267. As a direct and proximate result of Defendants' misconduct in violation
17 of the UCL, Plaintiffs and the Class members were harmed in the amount of the
18 purchase price they paid for the products. Further, Plaintiffs and the Class members
19 have suffered and continue to suffer economic losses and other damages, including,
20 but not limited to, the amounts paid for the products and any interest that would have
21 accrued on those monies, in an amount to be proven at trial. Accordingly, Plaintiffs
22 seek a monetary award for violation of the UCL in damages, restitution, and/or
23 disgorgement of ill-gotten gains to compensate Plaintiffs and the Class members for
24 said monies, as well as injunctive relief to enjoin Defendants' misconduct to prevent
25 ongoing and future harm that will result.

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“Unfair” Prong

1
2 268. Under the UCL, a challenged activity is “unfair” when “any injury it
3 causes outweighs any benefits provided to consumers and the injury is one that the
4 consumers themselves could not reasonably avoid.”

5 269. Defendants’ action of falsely advertising the products with the
6 challenged representations and omissions encouraged consumers to purchase the
7 products with the expectation that they would, as advertised, maintain privacy and
8 control over their data while using the products. But the consumer data is not kept
9 private or protected as advertised.

10 270. This deception causes financial injuries to consumers, who do not
11 receive products commensurate with their reasonable expectations, overpay for the
12 products, and receive products of lesser standards than what they reasonably expected
13 to receive. Consumers cannot avoid any of the injuries caused by Defendants’
14 deceptive advertising and marketing of the products because they had no way to know
15 that Defendants were deceiving them. Accordingly, the injuries caused by
16 Defendants’ deceptive advertising and marketing outweigh any purported benefits.

17 271. Some courts conduct a balancing test to decide if a challenged activity
18 amounts to unfair conduct under California Business and Professions Code § 17200,
19 in which they weigh the utility of the defendant’s conduct against the gravity of the
20 harm to the alleged victim.

21 272. Here, Defendants’ conduct—falsely advertising that consumers’ data
22 privacy would be protected while using the products despite collecting data beyond
23 the scope of what consumers had consented to and subjecting all of the collected data
24 to human review in unfiltered or inadequately filtered form—results in financial harm
25 to consumers. Thus, the utility of Defendants’ conduct is vastly outweighed by the
26 gravity of the harm.

27 273. Some courts require that unfairness be tethered to some legislative
28 declared policy or proof of some actual or threatened impact on competition.

1 274. Defendants’ advertising and marketing of the products, as alleged herein,
2 is deceptive, misleading, and unreasonable, and it constitutes unfair conduct.
3 Defendants knew or should have known of their unfair conduct. Defendants’
4 misrepresentations constitute an unfair business practice within the meaning of
5 California Business and Professions Code § 17200.

6 275. There were reasonably available alternatives to further Defendants’
7 legitimate business interests, other than the conduct described herein. Defendants
8 easily could have refrained from labeling the products with the challenged
9 representations and omissions.

10 276. All of the conduct alleged herein occurs and continues to occur in
11 Defendants’ business. Defendants’ wrongful conduct is part of a pattern or
12 generalized course of conduct repeated (at least) thousands of times per day.

13 277. Pursuant to Business and Professions Code § 17203, Plaintiffs and the
14 Classes seek an order of this Court enjoining Defendants from continuing to engage
15 in, use, or employ their practices of advertising and marketing the products with the
16 challenged representations and omissions.

17 278. Plaintiffs and the Class members have suffered injuries in fact, have lost
18 money and purchased an inferior product as a result of Defendants’ unfair conduct.
19 Plaintiffs and the Class members paid an unwarranted premium for these products.
20 Specifically, Plaintiffs and the Class members paid for products that were advertised
21 as maintaining consumers’ privacy and control over data. Had Plaintiffs and the Class
22 members known that the products’ advertising and marketing were deceptive, they
23 would not have purchased—or would have paid substantially less for—the products.
24 Accordingly, Plaintiffs seek restitution and/or disgorgement of ill-gotten gains
25 pursuant to the UCL.

26 **“Fraudulent” Prong**

27 279. The UCL considers conduct fraudulent (and prohibits said conduct) if it
28 is likely to deceive members of the public.

1 280. Defendants used the challenged representations and omissions with the
2 intent to sell the products to consumers, including Plaintiffs and the Class members.
3 The challenged representations and omissions are deceptive, and Defendants knew,
4 or should have known, of their deception. The challenged representations and
5 omissions are likely to mislead consumers into purchasing the products because they
6 are material to the average, ordinary, and reasonable consumer.

7 281. As alleged herein, the misrepresentations by Defendants constitute a
8 fraudulent business practice in violation of California Business & Professions Code §
9 17200.

10 282. Plaintiffs and the Class members reasonably and detrimentally relied on
11 the material and deceptive challenged representations and omissions to their detriment
12 in that they purchased the products.

13 283. Defendants had and continue to have lawful, reasonably available
14 alternatives to further their legitimate business interests other than the conduct
15 described herein. Defendants could have refrained from labeling the products with the
16 challenged representations and omissions.

17 284. Defendants' wrongful conduct is part of a pattern or generalized course
18 of conduct.

19 285. Pursuant to Business and Professions Code § 17203, Plaintiffs and the
20 Class members seek an order of this Court enjoining Defendants from continuing to
21 engage, use, or employ their practice of advertising and marketing the products with
22 the challenged representations and omissions.

23 286. Plaintiffs and the Class members have suffered injury in fact and have
24 lost money as a result of Defendants' fraudulent conduct. Plaintiffs paid an
25 unwarranted premium for the products. Specifically, Plaintiffs and the Class members
26 paid for and/or used products for which Defendants advertised that, in using those
27 products, consumers would maintain privacy and control over their personal data.
28 Instead, Defendants used consumers' captured data in unfiltered or inadequately

1 filtered form for human review by subcontractors and for training of Meta’s AI
2 models. Accordingly, Plaintiffs seek damages, restitution, and/or disgorgement of ill-
3 gotten gains pursuant to the UCL.

4 **“Unlawful” Prong**

5 287. The UCL identifies violations of other laws as “unlawful practices that
6 the unfair competition law makes independently actionable.”

7 288. Defendants’ advertising and marketing of the products, as alleged herein,
8 violates California Civil Code sections 1750, et seq. (the “CLRA”) and California
9 Business and Professions Code sections 17500, et seq. (the “FAL”) as set forth below
10 in the sections regarding those causes of action.

11 289. Additionally, Defendants’ use of the Challenged Misrepresentations and
12 omissions to sell the products violates California Civil Code §§ 1572 (actual fraud),
13 1573 (constructive fraud), 1709–10 (fraudulent deceit), & 1711 (deceit upon the
14 public), as set forth above.

15 290. Defendants’ conduct in making the deceptive representations described
16 herein constitutes a knowing failure to adopt policies in accordance with and/or
17 adherence to applicable laws, as set forth herein, all of which are binding upon and
18 burdensome to their competitors. This conduct engenders an unfair competitive
19 advantage for Defendants, thereby constituting an unfair, fraudulent, and/or unlawful
20 business practice under California Business & Professions Code §§ 17200–08.
21 Additionally, Defendants’ misrepresentations of material facts, as set forth herein,
22 violate California Civil Code §§ 1572, 1573, 1709, 1710, 1711, & 1770, as well as
23 the common law claims stated in this lawsuit.

24 291. Defendants’ advertising and marketing of the products, as alleged herein,
25 are deceptive, misleading, and unreasonable, and constitute unlawful conduct.
26 Defendants knew or should have known that their conduct was unlawful.

27 292. Defendants had reasonably available alternatives to further their
28 legitimate business interests, other than the conduct described herein. Defendants

1 could have refrained from advertising the products with the challenged
2 representations and omissions.

3 293. All of the conduct alleged herein occurs and continues to occur in
4 Defendants’ business. Defendants’ wrongful conduct is part of a pattern or
5 generalized course of conduct.

6 294. Pursuant to Business and Professions Code Section 17203, Plaintiffs and
7 the Class members seek an order of this Court enjoining Defendants from continuing
8 to engage in, use, or employ their practice of deceptive advertising of the products.

9 295. Plaintiffs and the Class members have suffered injury in fact and have
10 lost money as a result of Defendants’ unlawful conduct. Plaintiffs and the Class
11 members paid an unwarranted premium for the products and/or entrusted Defendants
12 with their valuable personal data under false pretenses. Plaintiffs and the Class
13 members would not have purchased or used the products if they had known about the
14 Challenged Omissions and Misrepresentations. Accordingly, Plaintiffs seek
15 restitution and/or disgorgement of ill-gotten gains pursuant to the UCL.

16 **COUNT XII**

17 **CALIFORNIA FALSE ADVERTISING LAW**

18 **(Cal. Bus. & Prof. Code §§ 17500, *et seq.*)**

19 **(Brought by all Plaintiffs against Defendants Meta and Luxottica on behalf of**
20 **the Nationwide Class, or alternatively, by Plaintiffs Justin Levian, Noel Flores,**
21 **and Albert Mejia on behalf of the California Subclass)**

22 296. Plaintiffs restate and reallege the preceding factual allegations set forth
23 above as if fully alleged herein.

24 297. Plaintiffs bring this claim individually and on behalf of the Nationwide
25 Class, or alternatively, the California Subclass.

26 298. The False Advertising Law (“FAL”), codified at Cal. Bus. & Prof. Code
27 § 17500, *et seq.*, prohibits “unfair, deceptive, untrue or misleading advertising[.]”
28

1 (Brought by all Plaintiffs against Defendants Meta and Luxottica on behalf of
2 the Nationwide Class, or alternatively, by Plaintiffs Justin Levian, Noel Flores,
3 and Albert Mejia on behalf of the California Subclass)

4 303. Plaintiffs restate and reallege the preceding factual allegations set forth
5 above as if fully alleged herein.

6 304. Plaintiffs bring this claim individually and on behalf of the Nationwide
7 Class, or alternatively, the California Subclass.

8 305. The California Consumers Legal Remedies Act (“CLRA”) provides that
9 “unfair methods of competition and unfair or deceptive acts or practices undertaken
10 by any person in a transaction intended to result or which results in the sale or lease
11 of goods or services to any consumer are unlawful.”

12 306. The products are “goods” as defined by the CLRA in California Civil
13 Code §1761(a) because they are tangible objects that Plaintiffs and the Classes
14 purchased primarily for personal, family, or household purposes.

15 307. Defendants are “persons” as defined by the CLRA in California Civil
16 Code §1761(c) because they are corporations.

17 308. Plaintiffs and Class members are “consumers” as defined by the CLRA
18 in California Civil Code §1761(d) because they are individuals who purchased the
19 products for personal, family, or household purposes.

20 309. The purchases of the products by Plaintiffs and the Class members are
21 “transactions” as defined by the CLRA under California Civil Code section 1761(e)
22 because Plaintiffs and the Class members entered into agreements with Defendants or
23 their authorized vendors to purchase the products.

24 310. Defendants violated the following sections of the CLRA by selling the
25 products to Plaintiffs and the Classes through the misleading, deceptive, and
26 fraudulent challenged representations and omissions:

- 27 a. Section 1770(a)(5) by representing that the products have
28 “characteristics, . . . uses [or] benefits . . . which they do not have.”

1 b. Section 1770(a)(7) by representing that the products “are of a
2 particular standard, quality, or grade . . . when they are of another.”

3 c. Section 1770(a)(9) by advertising the products “with [the] intent not
4 to sell [] as advertised.”

5 311. Defendants’ uniform and material representations and omissions
6 regarding the products were likely to deceive, and Defendants knew or should have
7 known that their challenged representations and omissions were misleading.

8 312. Defendants’ conduct is malicious, fraudulent, and wanton in that
9 Defendants intentionally misled and withheld material information from consumers,
10 including Plaintiffs, to increase the sale of the products.

11 313. Plaintiffs and Class members could not have reasonably avoided such
12 injury. Plaintiffs and the Class members were unaware of the existence of the facts
13 that Defendants suppressed and failed to disclose, and Plaintiffs and the Class
14 members would not have purchased the products and/or would have purchased them
15 on different terms had they known the truth.

16 314. Plaintiffs and the Class members suffered harm as a result of Defendants’
17 violations of the CLRA because they relied on the challenged representations and
18 omissions in deciding to purchase the products. The challenged representations and
19 omissions were a substantial factor. The challenged representations and omissions
20 were material because a reasonable consumer would consider it important in deciding
21 whether to purchase the products.

22 315. As a direct and proximate result of Defendants’ misconduct in violation
23 of the CLRA, Plaintiffs and the Class members were harmed in the amount of the
24 purchase price they paid for the products. Accordingly, Plaintiffs seek a monetary
25 award for violation of this Act in the form of restitution, and/or disgorgement of ill-
26 gotten gains to compensate Plaintiffs and the Class members for said monies.

27 316. Pursuant to Section 1780(a) of the Act, Plaintiffs seek injunctive relief
28 in the form of an order enjoining the above-described wrongful acts and practices of

1 Defendants, including, but not limited to, an order enjoining Defendants from
2 continuing to make the misleading claims and omissions challenged herein and
3 requiring Defendants to undertake a corrective advertising campaign to correct their
4 prior false and misleading representations. Plaintiffs also request a court order
5 requiring Defendants to provide restitution to Plaintiffs and the Class for the money
6 wrongfully acquired. Unless this injunctive relief is granted, Plaintiffs will suffer
7 irreparable harm.

8 317. Plaintiffs respectfully request that the Court enjoin Defendants from
9 continuing to employ the unlawful methods, acts, and practices alleged herein
10 pursuant to § 1780(a)(2). In addition, Defendants should be compelled to provide
11 restitution to consumers who paid for products that are not what they expected to
12 receive due to Defendants' misrepresentations.

13 318. Plaintiffs and Class members are entitled to equitable relief because no
14 adequate remedy at law exists.

15 319. Injunctive relief is appropriate on behalf of Plaintiffs and the Class
16 members because Defendants have failed to make the Challenged Omissions clear—
17 i.e., that consumers cannot maintain privacy or control over their personal data while
18 using the products. Injunctive relief is necessary to correct past harm and prevent
19 future harm—none of which can be achieved through available legal remedies.
20 Further, injunctive relief in the form of advertising or marketing modifications as well
21 as a corrective advertising campaign and targeted corrective notices is necessary to
22 dispel public misperception about the products that has resulted from Defendants'
23 unfair, fraudulent, and unlawful marketing efforts. Such modifications would include
24 maintaining consumer data privacy as advertised, or making clear to consumers that
25 they will not be able to maintain privacy and control over their personal data. Such
26 relief is also not available through a legal remedy because, while monetary damages
27 may be awarded to remedy past harm (i.e., purchasers who have been misled),
28 injunctive relief is necessary to remedy future harm (i.e., prevent future purchasers

1 from being misled), under the current circumstances where the dollar amount of future
2 damages is not reasonably ascertainable at this time. Plaintiffs are, currently, unable
3 to accurately quantify the damages caused by Defendants’ future harm (e.g., the dollar
4 amount that Plaintiffs and Class members overpay for the products), rendering
5 injunctive relief a necessary remedy.

6 **COUNT XIV**

7 **FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT**

8 **(Fla. Stat. §§ 501.201, *et seq.*)**

9 **(Brought by Plaintiff Natasha Gauvin against Defendants Meta and Luxottica**
10 **on behalf of the Florida Subclass)**

11 320. Plaintiff Natasha Gauvin (“Plaintiff,” for purposes of this Count),
12 restates and realleges the preceding factual allegations set forth above as if fully
13 alleged herein.

14 321. Plaintiff brings this claim individually and on behalf of the Florida
15 Subclass.

16 322. The Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”)
17 declares unlawful unfair methods of competition, unconscionable acts or practices,
18 and unfair or deceptive acts or practices in the conduct of any trade or commerce.

19 323. Defendants advertised, offered, or sold goods or services in Florida and
20 engaged in trade or commerce directly or indirectly affecting the people of Florida.

21 Defendants engaged in unfair or deceptive acts or practices in trade or commerce by:

- 22 a. representing that the products were “designed for privacy, controlled
23 by you,” “built for your privacy,” and similar statements;
24 b. representing that the products would maintain the privacy and
25 security of users’ data; and
26 c. omitting, suppressing, and concealing the material facts that the
27 products transmit intimate footage to Meta’s servers and expose that
28

1 footage to human annotators overseas, including highly sensitive
2 bathroom, bedroom, sexual, and financial content.

3 324. Defendants’ unfair or deceptive acts and practices were likely to—and
4 did— mislead reasonable consumers acting reasonably under the circumstances,
5 including Plaintiff and Florida Subclass Members.

6 325. As a direct and proximate result of Defendants’ violations of FDUTPA,
7 Plaintiff and Florida Subclass Members suffered actual damages, including:

- 8 a. payment of the purchase price and/or a price premium for the
9 products;
- 10 b. loss of the benefit of their bargain; and
- 11 c. non-economic harms, including loss of privacy and dignitary harms
12 from exposure of intimate footage to human annotators.

13 326. Plaintiff and Florida Subclass Members would not have purchased the
14 products, or would have paid significantly less, had Defendants disclosed the true
15 nature of the products’ privacy practices.

16 327. Plaintiff and Florida Subclass Members seek actual damages, declaratory
17 relief, injunctive relief, and an award of reasonable attorneys’ fees and costs as
18 permitted under the FDUTPA.

19 **COUNT XV**

20 **ILLINOIS CONSUMER FRAUD ACT**

21 **(815 Ill. Comp. Stat. §§ 505/1, *et seq.*)**

22 **(Brought by Plaintiff Antonio Enriquez against Defendants Meta and Luxottica**
23 **on behalf of the Illinois Subclass)**

24 328. Plaintiff Antonio Enriquez (“Plaintiff,” for purposes of this Count),
25 restates and realleges the preceding factual allegations set forth above as if fully
26 alleged herein.

27 329. Plaintiff brings this claim individually and on behalf of the Illinois
28 Subclass.

1 330. Defendants are “persons” as defined by 815 Ill. Comp. Stat. §§ 505/1(c).

2 331. Plaintiff and Illinois Subclass members are “consumers” as defined by
3 815 Ill. Comp. Stat. §§ 505/1(e).

4 332. Defendants’ conduct as described herein was in the conduct of “trade”
5 or “commerce” as defined by 815 Ill. Comp. Stat. § 505/1(f).

6 333. Defendants’ deceptive, unfair, and unlawful trade acts or practices, in
7 violation of 815 Ill. Comp. Stat. § 505/2, include:

- 8 a. representing that the products were “designed for privacy, controlled
9 by you,” “built for your privacy,” and similar statements;
10 b. representing that the products would maintain the privacy and
11 security of users’ data; and
12 c. omitting, suppressing, and concealing the material facts that the
13 products transmit intimate footage to Meta’s servers and expose that
14 footage to human annotators overseas, including highly sensitive
15 bathroom, bedroom, sexual, and financial content.

16 334. Defendants’ representations and omissions were material because they
17 were likely to and did deceive Plaintiff and Illinois Subclass members about the
18 products’ true nature and the nature, scope, and extent of the human review pipeline.

19 335. Defendants intended to mislead Plaintiff and Illinois Subclass members
20 and induce them to rely on Defendants’ misrepresentations and omissions.

21 336. Defendants’ above-described representations and omissions were
22 immoral, unethical, oppressive, and unscrupulous. These acts caused substantial
23 injury that these consumers could not reasonably avoid; this substantial injury
24 outweighed any purported benefits to consumers or to competition. As a direct and
25 proximate result of Defendants’ unlawful conduct, Plaintiff and Illinois Subclass
26 Members suffered actual damages, including:

- 27 a. payment of the purchase price and/or price premium;
28 b. loss of the benefit of their bargain; and

1 c. privacy and dignitary harms associated with exposure of intimate
2 footage to human annotators.

3 337. Plaintiff and Illinois Subclass members seek all monetary and non-
4 monetary relief allowed by law, including damages, restitution, punitive damages,
5 injunctive relief, and reasonable attorneys' fees and costs.

6 **COUNT XVI**

7 **ILLINOIS UNIFORM DECEPTIVE TRADE PRACTICES ACT**

8 **815 Ill. Comp. Stat. §§ 510/2, et seq.**

9 **(Brought by Plaintiff Antonio Enriquez against Defendants Meta and Luxottica**
10 **on behalf of the Illinois Subclass)**

11 338. Plaintiff Antonio Enriquez ("Plaintiff," for purposes of this Count),
12 restates and realleges the preceding factual allegations set forth above as if fully
13 alleged herein.

14 339. Plaintiff brings this claim individually and on behalf of the Illinois
15 Subclass.

16 340. Defendants engaged in deceptive trade practices in the conduct of their
17 business in violation of 815 Ill. Comp. Stat. §§ 510/2(a), including:

- 18 a. Representing that goods or services have characteristics that they do
19 not have;
- 20 b. Representing that goods or services are of a particular standard,
21 quality, or grade if they are of another;
- 22 c. Advertising goods or services with intent not to sell them as
23 advertised; and
- 24 d. Engaging in other conduct that creates a likelihood of confusion or
25 misunderstanding.

26 341. Defendants' deceptive trade practices include:
27
28

- 1 a. advertising and marketing the products as “designed for privacy,
2 controlled by you,” “built for your privacy,” and similar statements
3 conveying robust privacy protections;
- 4 b. representing that consumers’ data would remain private and under
5 their control when using the products; and
- 6 c. omitting, suppressing, concealing, and failing to disclose the material
7 facts that: (1) intimate footage, including bathroom visits, sex, nudity,
8 and financial information, would be transmitted to Meta’s servers and
9 viewed and annotated by human contractors overseas for in Meta’s
10 AI training pipeline, and (2) users who wished to make use of the
11 products’ core AI features could not opt out of the human review
12 pipeline.

13 342. Defendants’ representations and omissions were material because they
14 were likely to and did deceive Plaintiff and Illinois Subclass members about the
15 products’ true nature and the nature, scope, and extent of the human review pipeline.

16 343. Defendants intended to mislead Plaintiff and Illinois Subclass members
17 and induce them to rely on Defendants’ misrepresentations and omissions.

18 344. Defendants’ above-described unfair and deceptive practices and acts
19 were immoral, unethical, oppressive, and unscrupulous. These acts caused substantial
20 injury that these consumers could not reasonably avoid; this substantial injury
21 outweighed any purported benefits to consumers or to competition. As a direct and
22 proximate result of Defendants’ unlawful conduct, Plaintiff and Illinois Subclass
23 members have suffered and will continue to suffer injury, ascertainable losses of
24 money or property, and monetary and non-monetary damages, including:

- 25 a. payment of the purchase price and/or price premium;
- 26 b. loss of the benefit of their bargain; and
- 27 c. privacy and dignitary harms associated with exposure of intimate
28 footage to human annotators.

1 345. Plaintiff and Illinois Subclass members seek all monetary and non-
2 monetary relief allowed by law, including damages, restitution, punitive damages,
3 injunctive relief, and reasonable attorneys’ fees and costs.

4 **COUNT XVII**

5 **MASSACHUSETTS CONSUMER PROTECTION ACT**

6 **Mass. Gen. Laws Ann. Ch. 93A, §§ 1, *et seq.***

7 **(Brought by Plaintiff Samridh Chhetri against Defendants Meta and Luxottica**
8 **on behalf of the Massachusetts Subclass)**

9 346. Plaintiff Samridh Chhetri (“Plaintiff,” for purposes of this Count),
10 restates and realleges the preceding factual allegations set forth above as if fully
11 alleged herein.

12 347. Plaintiff brings this claim individually and on behalf of the
13 Massachusetts Subclass.

14 348. Plaintiff, Massachusetts Subclass members, and Defendants are
15 “persons” as meant by Mass. Gen. Laws. Ann. ch. 93A, § 1(a).

16 349. Defendants operate in “trade or commerce” as meant by Mass. Gen.
17 Laws Ann. ch. 93A, § 1(b).

18 350. Defendants engaged in unfair methods of competition and unfair and
19 deceptive acts and practices in the conduct of trade or commerce in violation of Mass.
20 Gen. Laws Ann. ch. 93A, § 2(a), including:

- 21 a. advertising and marketing the products as “designed for privacy,
22 controlled by you,” “built for your privacy,” and similar statements
23 conveying robust privacy protections;
- 24 b. representing that consumers’ data would remain private and under
25 their control when using the products; and
- 26 c. omitting, suppressing, concealing, and failing to disclose the material
27 facts that: (1) intimate footage, including bathroom visits, sex, nudity,
28 and financial information, would be transmitted to Meta’s servers and

1 viewed and annotated by human contractors overseas for in Meta’s
2 AI training pipeline, and (2) users who wished to make use of the
3 products’ core AI features could not opt out of the human review
4 pipeline.

5 351. Defendants’ representations and omissions were material because they
6 were likely to and did deceive Plaintiff and Massachusetts Subclass members about
7 the products’ true nature and the nature, scope, and extent of the human review
8 pipeline.

9 352. Defendants intended to mislead Plaintiff and Massachusetts Subclass
10 members and induce them to rely on Defendants’ misrepresentations and omissions.
11 Defendants’ above-described unfair and deceptive practices and acts were immoral,
12 unethical, oppressive, and unscrupulous. These acts caused substantial injury that
13 these consumers could not reasonably avoid; this substantial injury outweighed any
14 purported benefits to consumers or to competition. As a direct and proximate result
15 of Defendants’ unlawful conduct, Plaintiff and Massachusetts Subclass members have
16 suffered and will continue to suffer injury, ascertainable losses of money or property,
17 and monetary and non-monetary damages, including:

- 18 a. payment of the purchase price and/or price premium;
- 19 b. loss of the benefit of their bargain; and
- 20 c. privacy and dignitary harms associated with exposure of intimate
21 footage to human annotators.

22 353. Plaintiffs and Massachusetts Subclass Members provided or will provide
23 the written demand for relief required by Mass. Gen. Laws ch. 93A, § 9(3), and
24 Defendants failed to make a reasonable tender of settlement in response.

25 354. Plaintiffs and Massachusetts Subclass Members seek all relief available
26 under ch. 93A, including actual or statutory damages, double or treble damages for
27 willful or knowing violations, injunctive relief, and reasonable attorneys’ fees and
28 costs.

COUNT XVIII

MICHIGAN CONSUMER PROTECTION ACT

(Mich. Comp. Laws Ann. §§ 445.903, *et seq.*)

(Brought by Plaintiff Selina Dallas against Defendants Meta and Luxottica on behalf of the Michigan Subclass)

355. Plaintiff Selina Dallas (“Plaintiff,” for purposes of this Count), restates and realleges the preceding factual allegations set forth above as if fully alleged herein.

356. Plaintiff brings this claim individually and on behalf of the Michigan Subclass.

357. Plaintiff, Michigan Subclass members, and Defendants are “persons” as defined by Mich. Comp. Laws Ann. § 445.903(d).

358. Defendants advertised, offered, or sold goods or services in Michigan and engaged in trade or commerce directly or indirectly affecting the people of Michigan, as defined by Mich. Comp. Laws Ann. § 445.903(g).

Defendants engaged in unfair, unconscionable, and deceptive practices in the conduct of trade and commerce in violation of Mich. Comp. Laws Ann. § 445.903(1), including:

- a. Representing that their goods and services have characteristics, uses, and benefits that they do not have, in violation of Mich. Comp. Laws Ann. § 445.903(1)(c);
- b. Representing that their goods and services are of a particular standard or quality if they are of another, in violation of Mich. Comp. Laws Ann. § 445.903(1)(e);
- c. Making a representation or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is, in violation of Mich. Comp. Laws Ann. § 445.903(1)(bb); and

1 d. Failing to reveal facts that are material to the transaction in light of
2 representations of fact made in a positive matter, in violation of Mich.
3 Comp. Laws Ann. § 445.903(1)(cc).

4 359. Defendants’ unfair, unconscionable, and deceptive practices include:

5 a. advertising and marketing the products as “designed for privacy,
6 controlled by you,” “built for your privacy,” and similar statements
7 conveying robust privacy protections;

8 b. representing that consumers’ data would remain private and under
9 their control when using the products; and

10 c. omitting, suppressing, concealing, and failing to disclose the material
11 facts that: (1) intimate footage, including bathroom visits, sex, nudity,
12 and financial information, would be transmitted to Meta’s servers and
13 viewed and annotated by human contractors overseas for in Meta’s
14 AI training pipeline, and (2) users who wished to make use of the
15 products’ core AI features could not opt out of the human review
16 pipeline.

17 360. Defendants intended to mislead Plaintiff and Michigan Subclass
18 members and induce them to rely on their misrepresentations and omissions.
19 Defendants acted intentionally, knowingly, and maliciously to violate Michigan’s
20 Consumer Protection Act and recklessly disregarded Plaintiff’s and Michigan
21 Subclass members’ rights.

22 361. Defendants’ misrepresentations and omissions were material because
23 they were likely to—and did—deceive Plaintiff and Michigan Subclass Members
24 about the true nature of the products’ privacy practices and the existence, nature,
25 scope, and extent, of a human review pipeline, factors that would be important to a
26 reasonable consumer in deciding whether to purchase the products and at what price.
27 Defendants’ above-described unfair and deceptive practices and acts were immoral,
28 unethical, oppressive, and unscrupulous. These acts caused substantial injury that

1 these consumers could not reasonably avoid; this substantial injury outweighed any
2 purported benefits to consumers or to competition. As a direct and proximate result
3 of Defendants’ unlawful conduct, Plaintiff and Michigan Subclass members have
4 suffered and will continue to suffer injury, ascertainable losses of money or property,
5 and monetary and non-monetary damages, including:

- 6 a. payment of the purchase price and/or price premium;
- 7 b. loss of the benefit of their bargain; and
- 8 c. privacy and dignitary harms associated with exposure of intimate
9 footage to human annotators.

10 362. Plaintiffs and Michigan Subclass members seek all monetary and non-
11 monetary relief allowed by law, including the greater of actual damages or statutory
12 damages in the amount of \$250 for each Michigan Subclass member, restitution,
13 injunctive relief, and any other relief that is just and proper.

14 **COUNT XX**

15 **MISSISSIPPI CONSUMER PROTECTION ACT**

16 **(Miss. Code Ann. §§ 75-24-1, *et seq.*)**

17 **(Brought by Plaintiff Aaliyah Ross against Defendants Meta and Luxottica on**
18 **behalf of the Michigan Subclass)**

19 363. Plaintiff Aaliyah Ross (“Plaintiff,” for purposes of this Count), restates
20 and realleges the preceding factual allegations set forth above as if fully alleged
21 herein.

22 364. Plaintiff brings this claim individually and on behalf of the Mississippi
23 Subclass.

24 365. Defendants are “persons” as defined by Miss. Code § 75-24-3.

25 366. Defendants advertised, offered, or sold goods or services in Mississippi
26 and engaged in trade or commerce directly or indirectly affecting the people of
27 Mississippi, as defined by Miss. Code § 75-24-3.

28

1 367. Defendants engaged in unfair and deceptive trade acts or practices,
2 including:

- 3 a. advertising and marketing the products as “designed for privacy,
4 controlled by you,” “built for your privacy,” and similar statements
5 conveying robust privacy protections;
- 6 b. representing that consumers’ data would remain private and under
7 their control when using the products; and
- 8 c. omitting, suppressing, concealing, and failing to disclose the material
9 facts that: (1) intimate footage, including bathroom visits, sex, nudity,
10 and financial information, would be transmitted to Meta’s servers and
11 viewed and annotated by human contractors overseas for in Meta’s
12 AI training pipeline, and (2) users who wished to make use of the
13 products’ core AI features could not opt out of the human review
14 pipeline.

15 368. The above-described conduct violated Miss. Code Ann. § 75-24-5(2),
16 including:

- 17 a. Representing that goods or services have sponsorship, approval,
18 characteristics, ingredients, uses, benefits, or quantities that they do
19 not have;
- 20 b. Representing that goods or services are of a particular standard,
21 quality, or grade, or that goods are of a particular style or model, if
22 they are of another; and
- 23 c. Advertising goods or services with intent not to sell them as
24 advertised.

25 369. Defendants intended to mislead Plaintiffs and Michigan Subclass
26 members and induce them to rely on their misrepresentations and omissions.
27
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1 370. Defendants’ acts and practices were material because they were likely to
2 mislead reasonable consumers and did mislead Plaintiff and Mississippi Subclass
3 Members.

4 371. Plaintiff and Mississippi Subclass Members would not have purchased
5 the products, or would have paid significantly less, had Defendants disclosed the true
6 nature of the products’ privacy practices.

7 372. Defendants’ above-described unfair and deceptive practices and acts
8 were immoral, unethical, oppressive, and unscrupulous. These acts caused substantial
9 injury that these consumers could not reasonably avoid; this substantial injury
10 outweighed any purported benefits to consumers or to competition. As a direct and
11 proximate result of Defendants’ unlawful conduct, Plaintiff and Mississippi Subclass
12 members have suffered and will continue to suffer injury, ascertainable losses of
13 money or property, and monetary and non-monetary damages, including:

- 14 a. payment of the purchase price and/or price premium;
- 15 b. loss of the benefit of their bargain; and
- 16 c. privacy and dignitary harms associated with exposure of intimate
17 footage to human annotators.

18 373. Defendants’ violations present a continuing risk to Plaintiff and
19 Mississippi Subclass members as well as to the general public.

20 374. Plaintiff and Mississippi Subclass members seek all monetary and non-
21 monetary relief allowed by law, including actual damages, restitution and other relief
22 under Miss. Code § 75-24-11, injunctive relief, punitive damages, and reasonable
23 attorneys’ fees and costs.

24 **COUNT XXI**

25 **NEW YORK GENERAL BUSINESS LAW**

26 **(N.Y. Gen. Bus. Law §§ 349, *et seq.*)**

27 **(Brought by Plaintiff Mohammad Supiro against Defendants Meta and**
28 **uxottica on behalf of the New York Subclass)**

1 375. Plaintiff Mohammad Suprio (“Plaintiff,” for purposes of this Count),
2 restates and realleges the preceding factual allegations set forth above as if fully
3 alleged herein.

4 376. Plaintiff brings this claim individually and on behalf of the New York
5 Subclass.

6 377. Defendants engaged in deceptive acts or practices in the conduct of their
7 business, trade, and commerce or furnishing of services, in violation of N.Y. Gen.
8 Bus. Law § 349, including:

- 9 a. advertising and marketing the products as “designed for privacy,
10 controlled by you,” “built for your privacy,” and similar statements
11 conveying robust privacy protections;
- 12 b. representing that consumers’ data would remain private and under their
13 control when using the products; and
- 14 c. omitting, suppressing, concealing, and failing to disclose the material
15 facts that: (1) intimate footage, including bathroom visits, sex, nudity,
16 and financial information, would be transmitted to Meta’s servers and
17 viewed and annotated by human contractors overseas for in Meta’s AI
18 training pipeline, and (2) users who wished to make use of the products’
19 core AI features could not opt out of the human review pipeline.

20 378. Plaintiff and New York Subclass members were deceived in New York.
21 They also transacted with Defendants in New York by using Defendants’ products in
22 New York.

23 379. Defendants’ representations and omissions were material because they
24 were likely to deceive Plaintiff and New York Subclass Members about the true nature
25 of the products’ privacy practices and the existence, nature, scope, and extent, of a
26 human review pipeline, factors that would be important to a reasonable consumer in
27 deciding whether to purchase the products and at what price.

28

1 380. Defendants acted intentionally, knowingly, and maliciously to violate
2 New York’s General Business Law and recklessly disregarded Plaintiff’s and New
3 York Subclass members’ rights.

4 381. Plaintiff and New York Subclass Members would not have purchased
5 the products, or would have paid less, had Defendants disclosed the true nature of the
6 products’ privacy practices and human review pipeline.

7 382. Defendants’ above-described unfair and deceptive practices and acts
8 were immoral, unethical, oppressive, and unscrupulous. These acts caused substantial
9 injury that these consumers could not reasonably avoid; this substantial injury
10 outweighed any purported benefits to consumers or to competition. As a direct and
11 proximate result of Defendants’ unlawful conduct, Plaintiff and New York Subclass
12 members have suffered and will continue to suffer injury, ascertainable losses of
13 money or property, and monetary and non-monetary damages, including:

- 14 a. payment of the purchase price and/or price premium;
15 b. loss of the benefit of their bargain; and
16 c. privacy and dignitary harms associated with exposure of intimate footage to
17 human annotators.

18 383. Defendants’ deceptive and unlawful acts and practices complained of
19 herein affected the public interest and consumers at large, including the (at least)
20 thousands of New Yorkers—both users and bystanders—whose intimate information
21 was nonconsensually shared with unknown overseas contractors. Defendants’ above-
22 described deceptive and unlawful practices and acts caused substantial injury to
23 Plaintiff and New York Subclass members that they could not reasonably avoid.

24 384. Plaintiffs and New York Subclass members seek all monetary and non-
25 monetary relief allowed by law, including actual damages or statutory damages of
26 \$50 (whichever is greater), treble damages, restitution, injunctive relief, and
27 attorney’s fees and costs.

28

COUNT XXII

OHIO CONSUMER SALES PRACTICES ACT

(Ohio Rev. Code §§ 1345.01, *et seq.*)

**(Brought by Plaintiff Nathaniel Marrufo against Defendants Meta and
Luxottica on behalf of the Ohio Subclass)**

385. Plaintiff Nathaniel Marrufo (“Plaintiff,” for purposes of this Count), restates and realleges the preceding factual allegations set forth above as if fully alleged herein.

386. Plaintiff brings this claim individually and on behalf of the Ohio Subclass.

387. Plaintiff, Ohio Subclass members, and Defendants are “persons” as defined by Ohio Rev. Code § 1345.01(B).

388. Defendants are “suppliers” and Plaintiff and Ohio Subclass members are “consumers,” both respectively engaged in “consumer transactions” as defined by Ohio Rev. Code §§ 1345.01(A) & (C).

389. Defendants engaged in unfair and deceptive acts and practices in connection with a consumer transaction in violation of Ohio Rev. Code §§ 1345.02, including:

- a. representing that their goods, services, and intangibles had performance characteristics, uses, and benefits that it did not have, in violation of Ohio Rev. Code § 1345.02(B)(1); and
- b. representing that their goods, services, and intangibles were of a particular standard or quality when they were not, in violation of Ohio Rev. Code § 1345(B)(2).

390. Defendants engaged in unconscionable acts and practices in connection with a consumer transaction, in violation of Ohio Rev. Code Ann. § 1345.03, including:

- 1 a. knowingly taking advantage of Plaintiff’s and Ohio Subclass members’
- 2 inability to reasonably protect their interests because of their ignorance of
- 3 the issues discussed herein (Ohio Rev. Code Ann. § 1345.03(B)(1)); and
- 4 b. requiring Plaintiff and Ohio Subclass members to enter into a consumer
- 5 transaction on terms that Defendants knew were substantially one-sided in
- 6 favor of themselves (Ohio Rev. Code Ann. § 1345.03(B)(5)).

7 391. Defendants’ unfair, deceptive, and unconscionable acts and practices
8 include:

- 9 a. advertising and marketing the products as “designed for privacy, controlled
- 10 by you,” “built for your privacy,” and similar statements conveying robust
- 11 privacy protections;
- 12 b. representing that consumers’ data would remain private and under their
- 13 control when using the products; and
- 14 c. omitting, suppressing, concealing, and failing to disclose the material facts
- 15 that: (1) intimate footage, including bathroom visits, sex, nudity, and
- 16 financial information, would be transmitted to Meta’s servers and viewed
- 17 and annotated by human contractors overseas for in Meta’s AI training
- 18 pipeline, and (2) users who wished to make use of the products’ core AI
- 19 features could not opt out of the human review pipeline.

20 392. Defendants’ representations and omissions were material because they
21 were likely to—and did—deceive Plaintiff and Ohio Subclass Members about the true
22 nature of the products’ privacy practices and the existence, nature, scope, and extent,
23 of a human review pipeline, factors that would be important to a reasonable consumer
24 in deciding whether to purchase the products and at what price.

25 393. Defendants acted intentionally, knowingly, and maliciously to Ohio’s
26 Consumer Sales Practices Act and recklessly disregarded Plaintiff’s and Ohio
27 Subclass members’ rights.

28

1 394. Plaintiff and Ohio Subclass Members would not have purchased the
2 products, or would have paid less, had Defendants disclosed the true nature of the
3 products' privacy practices and human review pipeline.

4 395. Defendants' deceptive and unlawful acts and practices complained of
5 herein affected the public interest, including the many Ohioans—both users and
6 bystanders—whose intimate information was, without consent, shared with unknown
7 overseas contractors.

8 396. Defendants' above-described unfair and deceptive practices and acts
9 were immoral, unethical, oppressive, and unscrupulous. These acts caused substantial
10 injury that these consumers could not reasonably avoid; this substantial injury
11 outweighed any purported benefits to consumers or to competition. As a direct and
12 proximate result of Defendants' unlawful conduct, Plaintiff and Ohio Subclass
13 members have suffered and will continue to suffer injury, ascertainable losses of
14 money or property, and monetary and non-monetary damages, including:

- 15 a. payment of the purchase price and/or price premium;
16 b. loss of the benefit of their bargain; and
17 c. privacy and dignitary harms associated with exposure of intimate footage to
18 human annotators.

19 397. Plaintiff and Ohio Subclass members seek all monetary and non-
20 monetary relief allowed by law, including declaratory and injunctive relief, the greater
21 of actual and treble damages or statutory damages, attorneys' fees and costs, and any
22 other appropriate relief.

23 **COUNT XXIV**

24 **OHIO DECEPTIVE TRADE PRACTICES ACT**

25 **(Ohio Rev. Code §§ 4165.01, *et seq.*)**

26 **(Brought by Plaintiff Nathaniel Marrufo against Defendants Meta and**
27 **Luxottica on behalf of the Ohio Subclass)**

1 398. Plaintiff Nathaniel Marrufo (“Plaintiff,” for purposes of this Count),
2 restates and realleges the preceding factual allegations set forth above as if fully
3 alleged herein.

4 399. Plaintiff brings this claim individually and on behalf of the Ohio
5 Subclass.

6 400. Plaintiff, Ohio Subclass members, and Defendants are “persons” as
7 defined by Ohio Rev. Code § 1345.01(B).

8 401. Defendants, Plaintiffs, and Ohio Subclass members are “persons” as
9 defined by Ohio Rev. Code § 4165.01(D).

10 402. Defendants advertised, offered, or sold goods or services in Ohio and
11 engaged in trade or commerce directly or indirectly affecting the people of Ohio.

12 403. Defendants engaged in deceptive trade practices in the course of their
13 business and vocation in violation of Ohio Rev. Code § 4165.02, including:

14 a. Representing that their goods and services have characteristics, uses,
15 benefits, or qualities that they do not have, in violation of Ohio Rev. Code
16 § 4165.02(A)(7);

17 b. Representing that their goods and services are of a particular standard or
18 quality when they are of another, in violation of Ohio Rev. Code §
19 4165.02(A)(9); and

20 c. Advertising their goods and services with intent not to sell them as
21 advertised, in violation of Ohio Rev. Code § 4165.02(A)(11).

22 404. Defendants’ deceptive trade practices include:

23 a. advertising and marketing the products as “designed for privacy, controlled
24 by you,” “built for your privacy,” and similar statements conveying robust
25 privacy protections;

26 b. representing that consumers’ data would remain private and under their
27 control when using the products; and
28

1 c. omitting, suppressing, concealing, and failing to disclose the material facts
2 that: (1) intimate footage, including bathroom visits, sex, nudity, and
3 financial information, would be transmitted to Meta’s servers and viewed
4 and annotated by human contractors overseas for in Meta’s AI training
5 pipeline, and (2) users who wished to make use of the products’ core AI
6 features could not opt out of the human review pipeline.

7 405. Defendants intended to mislead Plaintiff and Ohio Subclass members
8 and induce them to rely on their misrepresentations and omissions.

9 406. Defendants acted intentionally, knowingly, and maliciously to violate
10 Ohio’s Deceptive Trade Practices Act and recklessly disregarded Plaintiff and Ohio
11 Subclass members’ rights.

12 407. Defendants’ representations and omissions were material because they
13 were likely to—and did—deceive Plaintiff and Ohio Subclass Members about the true
14 nature of the products’ privacy practices and the existence, nature, scope, and extent,
15 of a human review pipeline, factors that would be important to a reasonable consumer
16 in deciding whether to purchase the products and at what price.

17 408. Defendants acted intentionally, knowingly, and maliciously to violate
18 Ohio’s Deceptive Trade Practices Act and recklessly disregarded Plaintiff’s and Ohio
19 Subclass members’ rights.

20 409. Plaintiff and Ohio Subclass Members would not have purchased the
21 products, or would have paid less, had Defendants disclosed the true nature of the
22 products’ privacy practices and human review pipeline.

23 410. Defendants’ above-described unfair and deceptive practices and acts
24 were immoral, unethical, oppressive, and unscrupulous. These acts caused substantial
25 injury that these consumers could not reasonably avoid; this substantial injury
26 outweighed any purported benefits to consumers or to competition. As a direct and
27 proximate result of Defendants’ unlawful conduct, Plaintiff and Ohio Subclass
28

1 members have suffered and will continue to suffer injury, ascertainable losses of
2 money or property, and monetary and non-monetary damages, including:

- 3 a. payment of the purchase price and/or price premium;
- 4 b. loss of the benefit of their bargain; and
- 5 c. privacy and dignitary harms associated with exposure of intimate footage to
6 human annotators.

7 411. Plaintiff and Ohio Subclass members seek all monetary and non-
8 monetary relief allowed by law, including injunctive relief, actual damages,
9 restitution, attorneys' fees, and any other relief that is just and proper.

10 **COUNT XXV**

11 **TENNESSEE CONSUMER PROTECTION ACT**

12 **(Tenn. Code Ann. §§ 47-18-104, *et seq.*)**

13 **(Brought by Plaintiff Christopher Taylor against Defendants Meta and**

14 **Luxottica on behalf of the Tennessee Subclass)**

15 412. Plaintiff Christopher Taylor ("Plaintiff," for purposes of this Count),
16 restates and realleges the preceding factual allegations set forth above as if fully
17 alleged herein.

18 413. Plaintiff brings this claim individually and on behalf of the Tennessee
19 Subclass.

20 414. Defendants engaged in deceptive trade practices affecting the conduct of
21 trade or commerce in violation Tenn. Code Ann. §§ 47-18-104(b), including:

- 22 a. Representing that goods or services have sponsorship, approval,
23 characteristics, ingredients, uses, benefits or quantities that they do not have;
- 24 b. Representing that goods or services are of a particular standard, quality or
25 grade, or that goods are of a particular style or model, if they are of another;
- 26 c. Advertising goods or services with intent not to sell them as advertised;

1 d. Representing that a consumer transaction confers or involves rights,
2 remedies or obligations that it does not have or involve or which are
3 prohibited by law; and

4 e. Representing that a guarantee or warranty confers or involves rights or
5 remedies which it does not have or involve.

6 415. Defendants’ deceptive trade practices include:

7 a. advertising and marketing the products as “designed for privacy, controlled
8 by you,” “built for your privacy,” and similar statements conveying robust
9 privacy protections;

10 b. representing that consumers’ data would remain private and under their
11 control when using the products; and

12 c. omitting, suppressing, concealing, and failing to disclose the material facts
13 that: (1) intimate footage, including bathroom visits, sex, nudity, and
14 financial information, would be transmitted to Meta’s servers and viewed
15 and annotated by human contractors overseas for in Meta’s AI training
16 pipeline, and (2) users who wished to make use of the products’ core AI
17 features could not opt out of the human review pipeline.

18 416. Defendants intended to mislead Plaintiff and Tennessee Subclass
19 members and induce them to rely on their misrepresentations and omissions.

20 417. Defendants acted intentionally, knowingly, and maliciously to violate
21 the Tennessee Consumer Protection Act and recklessly disregarded Plaintiff and
22 Tennessee Subclass members’ rights.

23 418. Defendants’ representations and omissions were material because they
24 were likely to—and did—deceive Plaintiff and Tennessee Subclass Members about
25 the true nature of the products’ privacy practices and the existence, nature, scope, and
26 extent, of a human review pipeline, factors that would be important to a reasonable
27 consumer in deciding whether to purchase the products and at what price.

28

1 419. Plaintiff and Tennessee Subclass Members would not have purchased
2 the products, or would have paid less, had Defendants disclosed the true nature of the
3 products' privacy practices and human review pipeline.

4 420. Defendants' above-described unfair and deceptive practices and acts
5 were immoral, unethical, oppressive, and unscrupulous. These acts caused substantial
6 injury that these consumers could not reasonably avoid; this substantial injury
7 outweighed any purported benefits to consumers or to competition. As a direct and
8 proximate result of Defendants' unlawful conduct, Plaintiff and Ohio Subclass
9 members have suffered and will continue to suffer injury, ascertainable losses of
10 money or property, and monetary and non-monetary damages, including:

- 11 a. payment of the purchase price and/or price premium;
- 12 b. loss of the benefit of their bargain; and
- 13 c. privacy and dignitary harms associated with exposure of intimate footage to
14 human annotators.

15 421. Plaintiff and Tennessee Subclass Members seek all relief available under
16 the Tennessee Consumer Protection Act, including actual damages, treble damages
17 where authorized, injunctive relief, and reasonable attorneys' fees and costs.

18 **COUNT XXVI**

19 **DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT**

20 **(Tex. Bus. & Com. Code §§ 17.41, *et seq.*)**

21 **(Brought by Plaintiff Ray Rodriguez against Defendants Meta and Luxottica**
22 **on behalf of the Ohio Subclass)**

23 422. Plaintiff Ray Rodriguez (“Plaintiff,” for purposes of this Count), restates
24 and realleges the preceding factual allegations set forth above as if fully alleged
25 herein.

26 423. Plaintiff brings this claim individually and on behalf of the Texas
27 Subclass.

28

1 424. Plaintiff and the Texas Subclass members are “consumers” as defined by
2 Tex. Bus. & Com. Code § 17.45(4).

3 425. Defendants advertised, offered, or sold goods or services in Texas and
4 engaged in trade or commerce directly or indirectly affecting the people of Texas as
5 defined by Tex. Bus. & Com. Code § 17.45(6).

6 426. Defendants engaged in false, misleading, or deceptive acts and practices
7 in violation of Tex. Bus. & Com. Code § 17.46(b), including:

- 8 a. Representing that goods or services have sponsorship, approval,
9 characteristics, ingredients, uses, benefits or quantities that they do not have;
10 b. Representing that goods or services are of a particular standard, quality or
11 grade, if they are of another; and
12 c. Advertising goods or services with intent not to sell them as advertised.

13 427. Defendants engaged in unconscionable actions or courses of conduct, in
14 violation of Tex. Bus. & Com. Code Ann. § 17.50(a)(3). Defendants engaged in acts
15 or practices that, to consumers’ detriment, took advantage of consumers’ lack of
16 knowledge, ability, experience, or capacity to a grossly unfair degree.

17 428. Defendants’ false, misleading, deceptive, and unconscionable acts and
18 practices include:

- 19 a. advertising and marketing the products as “designed for privacy, controlled
20 by you,” “built for your privacy,” and similar statements conveying robust
21 privacy protections;
22 b. representing that consumers’ data would remain private and under their
23 control when using the products; and
24 c. omitting, suppressing, concealing, and failing to disclose the material facts
25 that: (1) intimate footage, including bathroom visits, sex, nudity, and
26 financial information, would be transmitted to Meta’s servers and viewed
27 and annotated by human contractors overseas for in Meta’s AI training
28

1 pipeline, and (2) users who wished to make use of the products' core AI
2 features could not opt out of the human review pipeline.

3 429. Defendants' representations and omissions were material because they
4 were likely to—and did—deceive Plaintiff and Texas Subclass Members about the
5 true nature of the products' privacy practices and the existence, nature, scope, and
6 extent, of a human review pipeline, factors that would be important to a reasonable
7 consumer in deciding whether to purchase the products and at what price.

8 430. Plaintiff and Texas Subclass Members would not have purchased the
9 products, or would have paid less, had Defendants disclosed the true nature of the
10 products' privacy practices and human review pipeline.

11 431. Consumers, including Plaintiff and Texas Subclass Members, lacked
12 knowledge about the products' true privacy and data-handling practices because that
13 information was known exclusively to Defendants. Defendants alone knew that
14 content captured by the products—including highly intimate footage from inside
15 homes, bedrooms, and bathrooms, and financial information—would be transmitted
16 to Meta's servers and exposed to human annotators overseas. Plaintiff and Texas
17 Subclass Members also lacked the ability, experience, or capacity to evaluate the
18 design and operation of Defendants' systems, to understand that human annotators
19 would routinely view their intimate footage, or to fully protect their interests with
20 regard to the data captured by the products. Plaintiff and Texas Subclass Members
21 lack expertise in information-security and AI-training practices and do not have
22 access to Defendants' systems to evaluate their privacy and security controls.
23 Defendants took advantage of their superior knowledge, technical expertise, and
24 exclusive access to the data-handling pipeline to conceal the products' true privacy
25 risks and their inability or unwillingness to protect the confidentiality of Plaintiff's
26 and Texas Subclass Members' data.

27 432. Defendants intended to take advantage of consumers' lack of knowledge,
28 ability, experience, or capacity to a grossly unfair degree, with reckless disregard for

1 the resulting unfairness. The unfairness resulting from Defendants’ conduct is
2 glaringly noticeable, flagrant, complete, and unmitigated: By purchasing products
3 marketed as “designed for privacy, controlled by you,” Plaintiff and Texas Subclass
4 Members unknowingly exposed the most intimate aspects of their lives to review and
5 annotation by strangers overseas and provided valuable training data for Meta’s AI
6 models without meaningful disclosure or consent. Defendants’ unconscionable acts
7 and practices transformed the products from privacy-protective devices into
8 surveillance conduits and exposed Plaintiff and Texas Subclass Members to wholly
9 unwarranted dignitary harm, emotional distress, and wholly unwarranted elevated risk
10 of stalking, extortion, identity theft, and reputational injury. Plaintiff and Texas
11 Subclass Members cannot mitigate this unfairness because they cannot reclaim or
12 erase the intimate footage and associated data that Defendants have already captured,
13 transmitted, exposed to human annotators, and used in their AI-training pipeline.

14 433. Defendants’ above-described unfair and deceptive practices and acts
15 were immoral, unethical, oppressive, and unscrupulous. These acts caused substantial
16 injury that these consumers could not reasonably avoid; this substantial injury
17 outweighed any purported benefits to consumers or to competition. As a direct and
18 proximate result of Defendants’ unlawful conduct, Plaintiff and Texas Subclass
19 members have suffered and will continue to suffer injury, ascertainable losses of
20 money or property, and monetary and non-monetary damages, including:

- 21 a. payment of the purchase price and/or price premium;
- 22 b. loss of the benefit of their bargain; and
- 23 c. privacy and dignitary harms associated with exposure of intimate footage to
24 human annotators.

25 434. Defendants’ unconscionable and deceptive acts or practices were a
26 producing cause of Plaintiff’s and Texas Subclass members’ injuries, ascertainable
27 losses, economic damages, and non-economic damages, including their mental
28 anguish.

1 435. Defendants' violations present a continuing risk to Plaintiff and Texas
2 Subclass members as well as to the general public.

3 436. Plaintiff and the Texas Subclass seek all monetary and non-monetary
4 relief allowed by law, including economic damages; damages for mental anguish;
5 treble damages for each act committed intentionally or knowingly; restitution; court
6 costs; reasonably and necessary attorneys' fees; injunctive relief; and any other relief
7 which the court deems proper.

8 **PRAYER FOR RELIEF**

9 **WHEREFORE**, Plaintiffs, on behalf of themselves and Class Members,
10 request judgment against Defendants and that the Court grant the following:

- 11 A. For an Order certifying the Classes, and appointing Plaintiffs and their
12 Counsel to represent the Classes;
- 13 B. For equitable relief enjoining Defendants from engaging in the wrongful
14 conduct complained of herein pertaining to the misuse and/or disclosure
15 of the Private Information of Plaintiffs and Class Members;
- 16 C. For injunctive relief requested by Plaintiffs, including but not limited to,
17 injunctive and other equitable relief as is necessary to protect the
18 interests of Plaintiffs and Class Members, including but not limited to an
19 order:
- 20 D. prohibiting Defendants from engaging in the wrongful and unlawful acts
21 described herein; requiring Defendants to change their business practices
22 to prevent or mitigate the risk of the consumer deception and violations
23 of law outlined herein. This includes, for example, an order that
24 immediately enjoin Defendants from continuing to market, advertise,
25 distribute, and sell the products in the unlawful manner described; that
26 require Defendants to engage in an affirmative advertising campaign to
27 dispel the public misperception of the products resulting from
28 Defendants' unlawful conduct; and/or that require Defendants to take all

- 1 further and just corrective action, consistent with applicable law and
2 pursuant to only those causes of action so permitted;
- 3 E. For an award of damages, including actual, statutory, nominal,
4 consequential, and punitive damages, as allowed by law in an amount to
5 be determined;
- 6 F. For an award of attorneys' fees, costs, and litigation expenses, as allowed
7 by law;
- 8 G. For prejudgment interest on all amounts awarded; and
- 9 H. Such other and further relief as this Court may deem just and proper.

10 **JURY TRIAL DEMANDED**

11 Plaintiffs hereby demand a trial by jury on all claims so triable.
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1 Dated: March 13, 2026

Respectfully submitted,

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/s/ Megan E. Jones

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