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11 *Attorneys for the Plaintiff and the Proposed Classes*

12 **UNITED STATES DISTRICT COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA**  
14 **SAN FRANCISCO DIVISION**

15 NICOLAS TEJADA, *on behalf of himself and*  
16 *all others similarly situated,*

17 Plaintiff,

18 v.

19 META PLATFORMS, INC., SAMASOURCE  
20 IMPACT SOURCING INC., d/b/a SAMA, and  
21 LUXOTTICA OF AMERICA, INC.

22 Defendants.

Case No. 3:26-cv-02015

CLASS ACTION COMPLAINT AND  
DEMAND FOR JURY TRIAL

23 Plaintiff Nicolas Tejada (“Plaintiff”) brings this class action complaint (“Complaint”) on  
24 behalf of himself and all others similarly situated (“Class Members”) against Defendant Meta  
25 Platforms, Inc. (“Meta”), Defendant Samasource Impact Sourcing, Inc., d/b/a "Sama" ("Sama"),  
26 and Defendant Luxottica of America, Inc. (“Luxottica”)(collectively, “Defendants”) for the  
27 privacy violations alleged herein, which are based on Plaintiff’s knowledge of facts pertaining to  
28 himself and his own actions and counsel’s investigations, and upon information and belief as to  
all other matters, are as follows:

**I. NATURE OF THE CASE**

1  
2 1. This case exposes the ugly machinery behind a sleek product and underscores the  
3 reality that Meta will stop at nothing in its pursuit of ever-increasing profit and drive toward  
4 gaining an even stronger foothold in the tech industry via AI initiatives.

5 2. Meta continues to misrepresent its products and services, and its AI-enabled smart  
6 glasses, which are marketed under the Ray-Ban and Oakley brands (collectively, the "Meta AI  
7 Glasses" or "Glasses"), are the latest in a multi-decade pattern of bad conduct that, by design,  
8 invades the lives of ordinary citizens and bystanders.

9 3. Meta designs, controls, and operates the AI software, cloud infrastructure, and data  
10 pipelines embedded in these Glasses.

11 4. Sama is Meta's subcontractor responsible for the human review and annotation of  
12 video, audio, and image data captured by the Meta AI Glasses.

13 5. Meta transmits footage captured through the Glasses—including highly intimate  
14 recordings of users in their homes, bedrooms, and bathrooms—to Sama's data annotation facilities  
15 in Nairobi, Kenya, where thousands of human workers manually view, label, and assess that  
16 footage to train Meta's artificial intelligence models.

17 6. Meta markets its AI Glasses as an "all-in-one assistant" that empowers wearers to  
18 "remain in control of their privacy."<sup>1</sup> The opposite is true.

19 7. When a user activates the Glasses by pressing a physical button or uttering the  
20 wake phrase "Hey Meta," the device captures high-resolution video and audio and transmits that  
21 data through the user's smartphone to Meta's cloud servers and Sama's processing center.<sup>2</sup>

22 8. From there, Meta routes selected footage into a data annotation pipeline managed  
23 by Sama, where low-wage contractors in Nairobi sit in rows of cubicles, drawing bounding boxes  
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26 <sup>1</sup> Naipanoi Lepapa et al., *She Came Out of the Bathroom Naked, Employee Says*, Svenska  
27 Dagbladet (Feb. 27, 2026).

28 <sup>2</sup> Meta, *Supplemental Meta Platforms Technologies Privacy Policy* (Oct. 21, 2025).

1 around objects, labeling images, checking transcriptions, and performing quality assurance all  
2 while viewing, in full resolution, the most private moments of unsuspecting Americans' lives.

3 9. The content these workers see is staggering. Multiple Sama employees were  
4 interviewed by Swedish investigative journalists and described footage of people using bathrooms,  
5 undressing, engaging in sexual activity, and inadvertently exposing bank card details and other  
6 financial information.<sup>3</sup>

7 10. One worker recounted: "I saw a video where a man puts the glasses on the bedside  
8 table and leaves the room. Shortly afterwards his wife comes in and changes her  
9 clothes."<sup>4</sup> Another stated: "*We see everything—from living rooms to naked bodies*. Meta has that  
10 type of content in its databases."<sup>5</sup> A third described sex scenes filmed with the Glasses: "*someone*  
11 *is wearing them having sex. That is why this is so extremely sensitive*."<sup>6</sup>

12 11. Plaintiff brings this class action on behalf of a Nationwide Class and a Florida  
13 Subclass and seeks compensatory, statutory, and punitive damages, disgorgement, and injunctive  
14 and declaratory relief for Meta's violations of (1) the Electronic Communications Privacy Act  
15 ("ECPA"), 18 U.S.C. §§ 2510–2522; (2) the Florida Security of Communications Act ("FSCA"),  
16 Fla. Stat. §§ 934.01–934.50; (3) Invasion of Privacy; and (4) Unjust Enrichment.

## 17 II. THE PARTIES

### 18 A. Plaintiff

19 12. Plaintiff is a citizen and resident of Broward County, Florida, and has resided in  
20 Florida at all times relevant to this Complaint. In or around October 3, 2025, Plaintiff purchased  
21 the Oakley Meta Vanguard from Meta.com for approximately \$533.93.

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25 <sup>3</sup> Lepapa et al., *She Came Out of the Bathroom Naked*, Svenska Dagbladet (Feb. 27, 2026).

26 <sup>4</sup> *Id.*

27 <sup>5</sup> *Id.*

28 <sup>6</sup> *Id.*

1 13. Plaintiff purchased the Meta AI Glasses in reliance on Meta's widespread  
2 marketing and advertising campaign, including representations that the glasses were "designed for  
3 privacy," "controlled by you," and "built for your privacy and others too."

4 14. Plaintiff used the Meta AI Glasses' voice-activated AI assistant feature by speaking  
5 the wake phrase "Hey Meta" to ask questions, identify objects, and utilize other AI-powered  
6 features advertised by Meta.

7 15. When Plaintiff used these AI features, the Meta AI Glasses captured video and  
8 audio of Plaintiff's surroundings and transmitted this content to Meta's servers in real time.

9 16. On numerous occasions, Plaintiff used the Meta AI Glasses while in his home,  
10 including in private spaces where he had a reasonable expectation of privacy.

11 17. Plaintiff was not informed, and did not consent to, Meta routing his captured video  
12 and audio footage to third-party human contractors employed by Sama in Nairobi, Kenya, for  
13 manual review, annotation, and use in training Meta's AI models.

14 18. At the time of purchase, Plaintiff was unaware of any disclaimer or other explicit  
15 notice stating Meta would use his private video and audio recordings without his permission.

16 19. Plaintiff would not have purchased the Meta AI Glasses, or would have paid  
17 substantially less for them, had he known that intimate video and audio from his home would be  
18 viewed by human workers overseas.

19 20. Plaintiff is experiencing feelings of anxiety, stress, fear, and frustration as a result  
20 of the invasion of his privacy. This goes far beyond allegations of mere worry or inconvenience;  
21 it is exactly the sort of injury and harm to a victim that the law contemplates and addresses.  
22 Plaintiff has suffered harm including invasion of privacy, loss of the benefit of his bargain, and  
23 statutory damages as set forth herein.

24 **B. Defendants**

25 21. Defendant **Meta Platforms, Inc.** is a Delaware corporation with its principal place  
26 of business at 1 Meta Way, Menlo Park, California 94025. Meta designs, manufactures (in  
27 partnership with EssilorLuxottica S.A.), distributes, markets, and sells the Meta AI Glasses. Meta  
28 owns and operates the AI software, cloud infrastructure, data processing systems, and contractual

1 relationships through which user-captured footage flows from the Glasses to Meta's servers and  
2 onward to its subcontractors. Meta controls the data pipeline at every stage: from the on-device  
3 wake-word detection system, to the smartphone app that serves as the connectivity intermediary,  
4 to the cloud servers that receive and store the footage, to the annotation queues that route footage  
5 to human reviewers, to the AI models that consume the resulting labeled data. Meta generated over  
6 \$200 billion in revenue in fiscal year 2025.<sup>7</sup>

7       22.       Defendant **Samasource Impact Sourcing, Inc.**, d/b/a **Sama**, is a Delaware  
8 corporation with its principal offices at 2017 Mission Street, Suite 301, San Francisco, California  
9 94110. Sama operates data annotation facilities on Mombasa Road in Nairobi, Kenya, where it  
10 employs thousands of data annotators who manually review, label, and annotate video, audio, and  
11 image data for Meta and other technology clients. Sama workers assigned to Meta's AI Glasses  
12 project review footage captured by the Glasses' cameras—including intimate footage of users and  
13 individuals in their vicinity—to train Meta's AI models. Sama operates under Meta's direction and  
14 control, executing annotation tasks according to Meta's specifications, within an intensely  
15 monitored work environment that bans personal smartphones and surveils the workforce with  
16 cameras.

17       23.       Defendant **Luxottica of America, Inc.** is an Ohio corporation with its principal  
18 place of business located at 4000 Luxottica Place, Mason, OH 45040-8114. On information and  
19 belief, Luxottica of America, Inc., in partnership with Meta, advertises, markets, and sells the Meta  
20 AI Glasses throughout the United States. The unfair, unlawful, deceptive, and misleading  
21 Challenged Representations and Omissions on the Products were prepared, authorized, ratified,  
22 and/or approved by Luxottica and its agents, and were disseminated throughout California and the  
23 nation by Luxottica and its agents to deceive and mislead consumers in the State of California and  
24 throughout the United States into purchasing the Meta AI Glasses.

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27 <sup>7</sup> See, e.g., *Meta's AI Transformation: Analyzing the Llama Integration and the \$200 Billion Ad-  
28 Tech Engine*, FinTerra (Jan. 27, 2026).

1 **III. FACTUAL ALLEGATIONS**

2 **A. Meta’s Transition from Social Media Platform to AI Competitor**

3 24. Meta produces the Meta AI Glasses in partnership with EssilorLuxottica S.A., the  
4 French-Italian eyewear conglomerate that owns the Ray-Ban and Oakley brands. The current  
5 product lineup includes: the Ray-Ban Meta (first and second generation), the Oakley Meta HSTN,  
6 the Oakley Meta Vanguard, and the Meta Ray-Ban Display.<sup>8</sup>

7 25. The Glasses are powered by a Qualcomm Snapdragon AR1 Gen1 system-on-chip  
8 and feature integrated 12-megapixel cameras capable of capturing both still photographs and high-  
9 definition video, a multi-microphone array for voice capture and ambient audio recording, open-  
10 ear speakers, and Bluetooth and Wi-Fi connectivity for data transmission.

11 26. The Glasses operate in two recording modes. First, users can manually capture  
12 photos and video by pressing a physical button on the right temple of the frame. Second, users can  
13 activate Meta's AI assistant by speaking the wake phrase "Hey Meta," which triggers the Glasses  
14 to begin recording audio and, in many modes, video, and to transmit that data to Meta's cloud  
15 servers for AI processing.

16 27. Meta markets the Glasses as a revolutionary personal assistant. At Meta Connect  
17 in September 2025, CEO Mark Zuckerberg personally demonstrated the Glasses, preaching that  
18 they would serve as an "all-in-one assistant" offering live translation, visual recognition, travel  
19 guidance, and real-time information.<sup>9</sup> Meta touts the Glasses as a device that lets users "remain in  
20 control of their privacy."<sup>10</sup>

21 28. That representation is false. As described herein, Meta designed the Glasses to  
22 capture intimate audiovisual data, transmit it to remote servers, and route it to overseas contractors  
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25 <sup>8</sup> See Uploadvr.com, *Meta & EssilorLuxottica Sold 7 Million Smart Glasses in 2025* (Feb. 11,  
26 2026).

27 <sup>9</sup> Lepapa et al., *She Came Out of the Bathroom Naked*, Svenska Dagbladet (Feb. 27, 2026).

28 <sup>10</sup> *Id.*

1 for human review—while burying the scope of this data collection across a thicket of fragmented,  
2 misleading, and contradictory privacy policies.

3 29. The Glasses have achieved explosive commercial success. EssilorLuxottica  
4 reported in its Q4 2025 earnings that it sold over seven million AI-enabled smart glasses in 2025  
5 alone—more than tripling the two million units sold in 2023 and 2024 combined.<sup>11</sup> Based on  
6 EssilorLuxottica's reported North American revenue share of approximately 46%, an estimated 3.2  
7 million of these units were sold in the United States. The companies are now discussing plans to  
8 increase annual production capacity to 20–30 million units.

9 30. Meta's AI Glasses are not an isolated product—they are a central pillar of Meta's  
10 corporate transformation from a social media platform into an AI infrastructure company. Meta  
11 has staked its future on artificial intelligence, and the Glasses are the hardware vehicle through  
12 which Meta intends to embed its AI into the physical world.

13 31. Meta spent approximately \$38–40 billion on capital expenditures in 2024 and  
14 raised its 2025 capital expenditure outlook to \$64–72 billion, directed primarily at AI  
15 infrastructure, including data centers, GPU clusters, and model training.<sup>12</sup> Meta projects capital  
16 expenditures nearing \$100 billion in 2026.<sup>13</sup>

17 32. Meta's AI strategy centers on its proprietary Llama series of large language models  
18 ("LLMs"). Meta released Llama 2 in 2023, Llama 3 in 2024, and Llama 4 in early 2025.<sup>14</sup> Llama  
19 4 provides the backbone for Meta AI, the AI assistant integrated into WhatsApp, Instagram, and—  
20 critically—the Meta AI Glasses. Meta AI reached over one billion monthly active users.<sup>15</sup>

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23 <sup>11</sup> CNBC, *Ray-Ban Maker EssilorLuxottica Triples Sales of Meta AI Glasses* (Feb. 11, 2026).

24 <sup>12</sup> See Constellationr.com, *Meta Ups Its 2025 Spending on AI, Data Centers* (Apr. 30, 2025).

25 <sup>13</sup> FinTerra, *Analyzing the Llama Integration and the \$200 Billion Ad-Tech Engine* (Jan. 27, 2026).

26 <sup>14</sup> See Yahoo Finance, *Why Meta Platforms' Open-Source AI Strategy Might Win the Long*  
27 *Game* (Oct. 17, 2025).

28 <sup>15</sup> Gizmodo, *Meta's New Privacy Policy Opens Up AI Chats for Targeted Ads* (Jan. 1, 2026).

1           33.       The AI Glasses are uniquely important to Meta's strategy because they are the only  
2 Meta product that captures real-world audiovisual data from the physical environment. Unlike  
3 Facebook or Instagram—which receive data that users voluntarily upload—the Glasses passively  
4 capture the world around the wearer: their home, their family, their conversations, their most  
5 private moments. This captured data is the raw material Meta needs to train its multimodal AI  
6 models to understand and interpret the physical world. On the Q2 2025 earnings call, Zuckerberg  
7 stated: "I think AI glasses are gonna be the main way that we integrate superintelligence into our  
8 day-to-day lives."<sup>16</sup>

9           34.       Meta has constructed an AI ecosystem in which the Glasses are the sensory input,  
10 the Llama models are the processing engine, and Meta's advertising platform, which reached a \$60  
11 billion annual run rate through its AI-driven Advantage+ system in 2025, is the monetization  
12 output.<sup>17</sup> The data captured from users through the Glasses feeds directly into this monetization  
13 model: better training data produces smarter models, smarter models produce better ad targeting,  
14 and better ad targeting produces more revenue.

15           35.       Meta's entire AI architecture depends on a continuous supply of real-world  
16 audiovisual training data—data that is extracted from millions of users under a framework  
17 designed to maximize collection while minimizing transparency.

18           **B.       Meta's Glasses Intercept, Transmit, Record, and Divulge Highly Sensitive**  
19           **Data Without Users' (or Bystanders) Knowledge or Consent**

20           36.       When a user activates the AI function on the Meta AI Glasses, whether by pressing  
21 the capture button or speaking "Hey Meta," the Glasses capture audio and video data and transmit  
22 it via Bluetooth (or Wi-Fi when available) to the user's paired smartphone running the Meta AI  
23 app. The smartphone performs intermediate processing (including HDR rendering and image  
24 stabilization) and then transmits the data to Meta's cloud servers.

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27 <sup>16</sup> <https://www.bloomberg.com/news/articles/2026-01-13/meta-said-to-discuss-doubling-ray-ban-glasses-output-after-surge-in-demand> (last visited Mar. 9, 2026).

28 <sup>17</sup> FinTerra, *Analyzing the Llama Integration and the \$200 Billion Ad-Tech Engine* (Jan. 27, 2026).

1 37. Meta operates approximately 24 data center campuses globally, with at least 18  
2 operational facilities in the United States, and additional facilities in the EU. Testing by Swedish  
3 investigative journalists confirmed consistent data transmissions from the Glasses to Meta servers  
4 during normal operation.

5 38. When users ask Meta AI questions about what they see, the Glasses transmit data  
6 to Meta's cloud for AI processing, which is then used to improve Meta products and train its AI.

7 39. However, Meta does not disclose which cloud infrastructure receives this data,  
8 where data reviewers are located, or that its data reviewers are actually underpaid data annotators  
9 employed by a commercial subcontractor on another continent, 7,000 miles away.

10 40. From Meta's servers, selected footage enters a data annotation pipeline managed  
11 by Sama in Nairobi, Kenya. The onward transfer of user data from Meta's U.S. servers to Sama's  
12 Nairobi annotation queues is the legally operative data flow for the claims alleged herein—a cross-  
13 border transfer confirmed by contractor testimony and the Swedish investigation.

14 41. On February 27, 2026, Swedish newspapers Svenska Dagbladet and Göteborgs-  
15 Posten published a joint investigation, titled "Your Eyes, Their Data" (Swedish: *Dina ögon, deras*  
16 *data*), based on interviews with more than thirty employees at different levels of Sama's Nairobi  
17 operations. The investigation was conducted in collaboration with Naipanoi Lepapa, an award-  
18 winning investigative freelance journalist based in Nairobi.

19 42. The reporters met Sama workers at a hotel in Nairobi, at a safe distance from  
20 Sama's offices on Mombasa Road. Some workers arrived straight from night shifts; others were  
21 preparing for ten-hour shifts. All spoke on condition of anonymity because they had signed  
22 extensive confidentiality agreements and feared termination—and with it, a return to poverty.

23 43. The workers described what they see on their screens every day. Multiple Sama  
24 employees working specifically on annotating videos, images, and speech for Meta's AI systems  
25 reported seeing footage of:

26 • **Bathroom visits:** People using toilets and bathing, captured by Glasses left in  
27 bathrooms or worn by household members;

28

1           •       **Nudity:** Individuals undressing, captured unknowingly—for example, a man  
2 placed his Glasses on a bedside table, and the still-recording device captured his wife entering the  
3 room and changing clothes;

4           •       **Sexual activity:** Sex scenes filmed by users wearing the Glasses during intercourse;

5           •       **Financial information:** Bank cards, credit cards, and other sensitive financial  
6 documents visible on screen; and

7           •       **Private conversations:** Text transcriptions of "any topics at all," including  
8 discussions of crimes, protests, and sexually explicit descriptions of other people.<sup>18</sup>

9           44.       One worker stated: "In some videos you can see someone going to the toilet, or  
10 getting undressed. I don't think they know, because if they knew they wouldn't be recording."<sup>19</sup>

11           45.       Another stated: "We see everything—from living rooms to naked bodies. Meta has  
12 that type of content in its databases. People can record themselves in the wrong way and not even  
13 know what they are recording. They are real people like you and me."<sup>20</sup> A third described the  
14 footage as capable of triggering "enormous scandals" if leaked.<sup>21</sup>

15           46.       One worker described the psychological burden: "When you see these videos, it  
16 feels that way [like looking into someone's private life]. But since it is a job, you have to do it.  
17 You understand that it is someone's private life you are looking at, but at the same time you are  
18 just expected to carry out the work. You are not supposed to question it. If you start asking  
19 questions, you are gone."<sup>22</sup>

20           47.       Meta's purported safeguard for this pipeline—an automatic face-blurring  
21 algorithm—does not reliably function. A former Meta employee acknowledged this failure: "The  
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24 <sup>18</sup> Lepapa et al., *She Came Out of the Bathroom Naked*, Svenska Dagbladet (Feb. 27, 2026).

25 <sup>19</sup> *Id.*

26 <sup>20</sup> *Id.*

27 <sup>21</sup> *Id.*

28 <sup>22</sup> *Id.*

1 algorithms sometimes miss. Especially in difficult lighting conditions, certain faces and bodies  
2 become visible."<sup>23</sup>

3 48. The journalists also purchased their own pair of Meta AI Glasses and tested them.  
4 They found that: (a) the AI functions cannot operate solely through local, on-device processing—  
5 an internet connection is required; (b) network traffic analysis showed frequent and consistent data  
6 transmissions to Meta servers; and (c) the claim made by retail sales staff that "nothing is shared"  
7 with Meta and that "everything stays locally in the app" is demonstrably false.<sup>24</sup>

8 49. Meta was given two months to respond to the journalists' questions about how the  
9 company informs users about the Glasses, what filters prevent private material from reaching  
10 annotators, how the chain of subcontractors is audited, and why footage showing extremely private  
11 situations reaches annotation queues. After two months, Meta's spokesperson in London, Joyce  
12 Omope, responded with a letter that did not directly answer any of the questions—instead referring  
13 the journalists to Meta's AI terms of use and privacy policy.<sup>25</sup>

14 50. When asked to explain how sharing highly private material with subcontractors in  
15 Kenya can be reconciled with its privacy policy, Meta and Sama did not respond.<sup>26</sup>

16 51. Meta's refusal to address these specific questions, despite extended lead time,  
17 underscores that consumers were never provided clear, direct notice of human review of intimate  
18 content.

19 **C. Class Members Did Not Consent to Meta's Conduct**

20 **i. Meta's Conduct Exceeds Any Purported Consent, and Its Privacy  
21 Policies Are Fragmented and Inadequate**

22 52. Meta's privacy disclosure framework for the AI Glasses is spread across no fewer  
23 than four separate documents: (1) the Supplemental Meta Platforms Technologies Privacy Policy;

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25 <sup>23</sup> *Id.*

26 <sup>24</sup> *Id.*

27 <sup>25</sup> *Id.*

28 <sup>26</sup> *Id.*

1 (2) the Meta AI Terms of Service; (3) the Meta Voice Controls Privacy Notice; and (4) the  
2 Supplemental Meta Platforms Technologies Terms of Service. Each document cross-references  
3 the others, creating a labyrinth of disclosures that no reasonable consumer would read in full, let  
4 alone synthesize into a coherent understanding of how their data is actually used.

5 53. This fragmentation is not accidental, it is by design. The critical disclosures about  
6 human review are buried in subsections nominally about voice recording storage, separated from  
7 the default-on disclosures about transcript storage. A user who reads only the primary privacy  
8 policy—which is itself lengthy and densely cross-referenced—would not learn that "trained  
9 reviewers" means underpaid data annotators employed by a commercial subcontractor in Nairobi,  
10 Kenya. Meta never defines "trained reviewers" in any of its policies.

11 54. Simply put, Meta does not specify what "third parties" means, does not name Sama,  
12 does not identify Kenya as a processing location, and it does not describe *human review of*  
13 *intimate video footage*.

14 55. All of this information is and was highly relevant to Plaintiff and Class Members  
15 when they decided to purchase and use the Glasses.

16 56. At no point in any of Meta's privacy documents does Meta disclose: (a) that intimate  
17 video footage—including nudity, sexual activity, and bathroom visits—is reviewed by human  
18 annotators; (b) that those annotators are employed by Sama, a commercial data-labeling  
19 subcontractor; (c) that the annotation takes place in Nairobi, Kenya; (d) that Meta's face-  
20 anonymization algorithm frequently fails, leaving faces and bodies visible to reviewers; or (e) that  
21 footage captured during false or accidental activations of the "Hey Meta" wake word also enters  
22 the annotation pipeline.

23 57. No reasonable consumer reading Meta's privacy policies—individually or  
24 collectively—would understand that wearing the Glasses in their home could result in footage of  
25 their spouse undressing, their child bathing, or their private conversations being transmitted to a  
26 warehouse in Kenya and viewed by strangers.

27  
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1                    **ii. Meta's Framework Fails to Provide a Reasonable Opt-Out**

2            58. On April 29, 2025, Meta fundamentally restructured the default privacy settings for  
3 the AI Glasses. Prior to that date, users could choose whether to enable Meta AI with camera  
4 functionality and could toggle voice recording storage on or off. After April 29, 2025, Meta  
5 enabled Meta AI with camera functionality by default on all Glasses.<sup>27</sup> Meta simultaneously  
6 removed the option for users to opt out of voice recording storage entirely.

7            59. Following the April 2025 change, voice recordings and transcripts are stored by  
8 default and may be retained for up to one year. The only mechanism now available to users who  
9 wish to avoid retention is to manually delete each individual recording from the app—a per-  
10 recording burden that no reasonable consumer would undertake for every AI interaction.  
11 Unintended activations ("false wakes") are supposed to be deleted within 90 days, but even that  
12 reduced period means Meta retains recordings of conversations the user never intended to initiate.  
13 The Decoder.

14            60. Meta communicated the April 2025 changes through a generic email to existing  
15 users that described the update as a routine privacy policy update. Meta did not use the words "opt-  
16 out removed," "setting discontinued," or "you must now manually delete" in this email notice.

17            61. As such, any continued use does not constitute acceptance or consent given that  
18 Meta's unilateral amendment lacks adequate notice of material changes.<sup>28</sup>

19            62. For video data captured during Live AI sessions, Users have no way to know how  
20 long Meta retains video of their homes, their families, and their most private moments—or when,  
21 if ever, that data is deleted.

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26 <sup>27</sup> TechCrunch [https://techcrunch.com/2025/04/30/if-you-own-ray-ban-meta-glasses-you-should-  
27 double-check-your-privacy-settings/](https://techcrunch.com/2025/04/30/if-you-own-ray-ban-meta-glasses-you-should-double-check-your-privacy-settings/) (last visited Mar. 5, 2026).

28 <sup>28</sup> See *Nguyen v. Barnes & Noble, Inc.*, 763 F.3d 1171 (9th Cir. 2014).

1           **D.     Technical Framework**

2                   **i.     Data Flows from the Glasses to Sama's Annotation Queues**

3           63.     The Meta AI Glasses operate on a four-stage data architecture. The Glasses contain  
4 an on-device microcontroller for wake-word detection (the "Hey Meta" trigger) and a Qualcomm  
5 Snapdragon AR1 Gen1 system-on-chip for audio/video capture. When "Hey Meta" is detected—  
6 or the capacitive capture button is pressed—the device begins recording and transmitting data. The  
7 audio and video data are transmitted via Bluetooth (or Wi-Fi when available) to the paired  
8 smartphone running the Meta AI app and Meta's cloud infrastructure. The data on Meta's servers  
9 enters the data annotation pipeline managed by Sama in Nairobi, Kenya. Sama workers manually  
10 review the footage: drawing bounding boxes around objects, assigning labels, checking  
11 transcriptions, and performing quality assurance. The labeled data is then used to train and refine  
12 Meta's AI models.

13           64.     A single "Hey Meta" invocation in a user's living room results in: (a) on-device  
14 audio and video capture; (b) wireless transmission to the paired smartphone and Meta's cloud  
15 servers; and (c) potential routing of the footage to a human annotator in Kenya who views, labels,  
16 and annotates the content. At no stage does the user receive real-time notice that their footage may  
17 be viewed by a human being.

18           65.     The "Hey Meta" wake-word detection system is imprecise, and Meta's policies  
19 define voice interactions to include accidental activations and background sound during  
20 interactions.

21           66.     The imprecision of the wake-word system means that the Glasses may begin  
22 recording at any time in response to ambient speech—capturing conversations the user never  
23 intended to record and never knew were being transmitted to Meta's servers.

24                   **ii.    Statutory Framework**

25           67.     The Electronic Communications Privacy Act, 18 U.S.C. §§ 2510–2522, prohibits  
26 the intentional interception, disclosure, and use of wire, oral, or electronic communications. 18  
27 U.S.C. § 2511(1). The statute provides a private right of action under 18 U.S.C. § 2520, with  
28 statutory damages of the greater of \$100 per day for each day of violation or \$10,000, plus actual

1 damages, profits made by the violator, punitive damages, and reasonable attorneys' fees. 18 U.S.C.  
2 § 2520(c)(2).

3 68. Although the ECPA contains a one-party consent exception—permitting  
4 interception where one party to the communication has consented—that exception does not apply  
5 "where such communication is intercepted for the purpose of committing any criminal or tortious  
6 act in violation of the Constitution or laws of the United States or of any State." 18 U.S.C. §  
7 2511(2)(d). This is known as the "crime-tort exception."

8 69. Recent decisions in this District, have held that plaintiffs adequately alleged  
9 invasion of privacy sufficient to trigger the ECPA crime-tort exception.

10 70. Meta's conduct satisfies the crime-tort exception. Meta intercepts users' private  
11 communications—including audio, video, and text transmitted through the Glasses to its servers  
12 and onward to Sama—for the purpose of committing the independent tort of intrusion upon  
13 seclusion. Meta's purpose in intercepting this data is to train its AI models, which Meta  
14 accomplishes by routing intimate footage of private moments to human annotators in Kenya. The  
15 routing of video showing nudity, sexual activity, bathroom visits, and financial information to  
16 overseas contractors for manual viewing—without adequate notice or consent—constitutes an  
17 intentional intrusion upon the solitude and seclusion of Plaintiff and Class Members that would be  
18 highly offensive to any reasonable person. Because Meta's interception of these communications  
19 is undertaken for the purpose of this tortious conduct, the one-party consent exception is  
20 inapplicable, and Meta's ECPA liability attaches.

21 71. The Florida Security of Communications Act, Fla. Stat. § 934.03, independently  
22 prohibits the intentional interception of wire, oral, or electronic communications without the  
23 consent of *all* parties to the communication. Unlike the federal ECPA, Florida is an all-party-  
24 consent jurisdiction: no interception is lawful unless every person whose communication is  
25 captured has given prior consent. Fla. Stat. § 934.03(2)(d). Moreover, it is independently "unlawful  
26 to intercept any wire, oral, or electronic communication for the purpose of committing any criminal  
27 act." Fla. Stat. § 934.03(2)(e).

28



1           75.     **Excluded** from the Classes are: (a) Defendants and any entity in which either has  
2 a controlling interest; (b) the current and former officers, directors, and employees of Defendants;  
3 (c) the judges and court staff assigned to this matter; and (d) counsel for all parties.

4           76.     **Numerosity.** The Classes are so numerous that joinder of all members is  
5 impracticable. EssilorLuxottica reported sales of over seven million AI-enabled smart glasses in  
6 2025 alone, with an estimated 3.2 million units sold in the United States.<sup>30</sup> The precise size of the  
7 Classes is currently unknown to Plaintiff but is readily ascertainable through Meta's own records,  
8 which track registered device owners and their geographic locations. Each Class consists of well  
9 over a million individuals.

10           77.     **Predominant Common Questions.** The Classes' claims present several questions  
11 of law and fact common to all members that predominate over any questions affecting individual  
12 Class Members, including:

- 13           (a) Whether Meta intercepted, recorded, transmitted, stored, or disclosed Class Members'  
14 communications through the Meta AI Glasses;
- 15           (b) Whether Meta's interception of Class Members' communications was undertaken for  
16 the purpose of committing a criminal or tortious act within the meaning of 18 U.S.C. §  
17 2511(2)(d);
- 18           (c) Whether Meta's conduct constitutes intrusion upon seclusion;
- 19           (d) Whether Meta's privacy policies provided adequate notice of, or obtained valid consent  
20 for, the human review of Class Members' footage by Sama contractors;
- 21           (e) Whether Meta violated the ECPA, 18 U.S.C. §§ 2510–2522;
- 22           (f) Whether Meta and/or Sama violated the FSCA, Fla. Stat. §§ 934.03–934.09;
- 23           (g) Whether Meta was unjustly enriched by its interception and use of Class Members'  
24 communications; and
- 25
- 26

27 <sup>30</sup> <https://www.cnbc.com/2026/02/11/ray-ban-maker-essilorluxottica-triples-sales-of-meta-ai-glasses.html> (last visited Mar. 6, 2026).

28

1 (h) Whether Plaintiff and Class Members are entitled to damages, including statutory,  
2 compensatory, and punitive damages, disgorgement, and injunctive relief.

3 **78. Typicality.** Plaintiff's claims are typical of all Class Members because they arise  
4 from the same course of conduct by Defendants and are based on the same legal theories. Plaintiff  
5 used the Meta AI Glasses, and Plaintiff's communications were intercepted, transmitted, stored,  
6 and disclosed to Sama in the same manner as all Class Members.

7 **79. Adequate Representation.** Plaintiff will fairly and adequately represent the  
8 Classes and protect the interests of all Class Members. Plaintiff has retained competent counsel  
9 with significant experience in class action and data privacy litigation. Plaintiff and counsel have  
10 no interests that conflict with the interests of the Classes and are not subject to any unique defenses.  
11 Plaintiff and counsel will vigorously prosecute this action to advance the interests of the Classes  
12 and have the resources necessary to do so.

13 **80. Superiority.** A class action is superior to all other available methods for the fair  
14 and efficient adjudication of this controversy. Joinder of all Class Members is impracticable.  
15 Individual litigation would impose an unreasonable burden on the courts and on the parties, would  
16 create a risk of inconsistent or contradictory judgments, and would be inefficient given that the  
17 claims arise from uniform conduct directed at millions of consumers. Class-wide adjudication  
18 provides comprehensive oversight by a single court and avoids duplicative proceedings.

19 **81.** Plaintiff reserves all rights to revise or modify the class allegations based on facts  
20 and legal developments following additional investigation or discovery.

21 **IV. CLAIMS FOR RELIEF**

22 **FIRST CAUSE OF ACTION**

23 **Violation of the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510–2522  
On Behalf of Plaintiff and the Nationwide Class**

24 **82.** Plaintiff re-alleges and incorporates the paragraphs 1 through 79 above as if fully  
25 restated herein.

26 **83.** The ECPA prohibits any person from intentionally intercepting, endeavoring to  
27 intercept, or procuring any other person to intercept or endeavor to intercept any wire, oral, or  
28 electronic communication. 18 U.S.C. § 2511(1)(a).

1           84. The ECPA further prohibits any person from intentionally disclosing, or  
2 endeavoring to disclose, to any other person the contents of any wire, oral, or electronic  
3 communication, knowing or having reason to know that the information was obtained through the  
4 interception of such a communication in violation of the Act. 18 U.S.C. § 2511(1)(c).

5           85. The ECPA further prohibits any person from intentionally using, or endeavoring to  
6 use, the contents of any wire, oral, or electronic communication, knowing or having reason to  
7 know that the information was obtained through the interception of such a communication in  
8 violation of the Act. 18 U.S.C. § 2511(1)(d).

9           86. Meta intentionally intercepted Plaintiff's and Class Members' wire, oral, and  
10 electronic communications by capturing audio and video data through the Meta AI Glasses and  
11 transmitting that data to its cloud servers and onward to Sama's annotation facilities in Kenya—  
12 without adequate notice or consent.

13           87. Meta intentionally disclosed the contents of Plaintiff's and Class Members'  
14 intercepted communications by transmitting that footage to Sama, a third-party commercial  
15 subcontractor, for manual human review and annotation.

16           88. Meta intentionally used the contents of Plaintiff's and Class Members' intercepted  
17 communications to train and refine its AI models, enhance its products, and power its advertising  
18 platform.

19           89. Although 18 U.S.C. § 2511(2)(d) provides a consent exception where one party to  
20 the communication has consented, that exception is inapplicable here because Meta intercepted  
21 Plaintiff's and Class Members' communications "for the purpose of committing [a] criminal or  
22 tortious act in violation of the Constitution or laws of the United States or of any State." 18 U.S.C.  
23 § 2511(2)(d).

24           90. Specifically, Meta intercepted Plaintiff's and Class Members' communications for  
25 the purpose of committing the tort of intrusion upon seclusion, as described in the Fourth Cause  
26 of Action below. Meta's interception and onward transmission of intimate footage—including  
27 nudity, sexual activity, bathroom visits, and private conversations—to overseas contractors for  
28 manual viewing constitutes an intentional intrusion upon the solitude and seclusion of Plaintiff and

1 Class Members that is highly offensive to a reasonable person. Because Meta's purpose in  
2 intercepting these communications was to commit this independent tortious act, the one-party  
3 consent exception does not shield Meta from ECPA liability. *See Semien v. PubMatic Inc.*, No.  
4 5:24-cv-05765 (N.D. Cal.); *Krzyzek v. OpenX Techs., Inc.*, No. 5:24-cv-06379 (N.D. Cal.).

5 91. Meta's violations of the ECPA are ongoing and continuous. Each day that Meta  
6 intercepts, discloses, and uses Plaintiff's and Class Members' communications without lawful  
7 consent constitutes a separate violation of the statute.

8 92. Pursuant to 18 U.S.C. § 2520, Plaintiff and the Nationwide Class are entitled to: (a)  
9 preliminary, equitable, and declaratory relief; (b) damages, including actual damages and any  
10 profits made by Meta as a result of its violations, or statutory damages of the greater of \$100 per  
11 day for each day of violation or \$10,000, whichever is greater; (c) punitive damages; and (d)  
12 reasonable attorneys' fees and litigation costs.

13 **SECOND CAUSE OF ACTION**  
14 **Violation of the Florida Security of Communications Act, Fla. Stat. §§ 934.03–934.10**  
15 **On Behalf of Plaintiff and the Florida Subclass**

16 93. Plaintiff re-alleges and incorporates paragraphs 1 through 79 above as if fully  
17 restated herein.

18 94. The FSCA prohibits any person from intentionally intercepting, endeavoring to  
19 intercept, or procuring any other person to intercept or endeavor to intercept any wire, oral, or  
20 electronic communication. Fla. Stat. § 934.03(1)(a).

21 95. Florida is an all-party-consent jurisdiction. It is lawful to intercept a wire, oral, or  
22 electronic communication only "when all of the parties to the communication have given prior  
23 consent to such interception." Fla. Stat. § 934.03(2)(d). The FSCA further makes it independently  
24 "unlawful to intercept any wire, oral, or electronic communication for the purpose of committing  
25 any criminal act." Fla. Stat. § 934.03(2)(e).

26 96. Meta intentionally intercepted the wire, oral, and electronic communications of the  
27 Florida Subclass Members by capturing audio and video data through the Meta AI Glasses and  
28 transmitting that data to its servers and to Sama's annotation facilities—without obtaining the  
consent of all parties to those communications.

1 97. Florida Subclass Members did not consent to the interception of their  
2 communications by Meta's data annotation subcontractor Sama. Florida Subclass Members did not  
3 consent to having their voice recordings, video footage, and private conversations transmitted to  
4 human reviewers in Kenya. The FSCA's all-party-consent requirement demands affirmative  
5 consent from every person whose communication is intercepted—consent that Meta never  
6 obtained.

7 98. Pursuant to Fla. Stat. § 934.10, Plaintiff and the Florida Subclass are entitled to  
8 recover: (a) preliminary, equitable, or declaratory relief; (b) actual damages, but not less than  
9 liquidated damages computed at the rate of \$100 per day for each day of violation or \$1,000,  
10 whichever is higher; (c) punitive damages; and (d) reasonable attorneys' fees and litigation costs.

11 **THIRD CAUSE OF ACTION**  
12 **Intrusion Upon Seclusion**  
13 **On Behalf of Plaintiff and the Nationwide Class**

14 99. Plaintiff re-alleges and incorporates paragraphs 1 through 79 above as if fully  
15 restated herein.

16 100. The Restatement (Second) of Torts § 652B provides that "[o]ne who intentionally  
17 intrudes, physically or otherwise, upon the solitude or seclusion of another or his private affairs or  
18 concerns, is subject to liability to the other for invasion of his privacy, if the intrusion would be  
19 highly offensive to a reasonable person."

20 101. Meta intentionally intruded upon Plaintiff's and Class Members' solitude and  
21 seclusion by: (a) intercepting and recording their private audio and video communications through  
22 the Meta AI Glasses; (b) transmitting that footage—including recordings of nudity, sexual activity,  
23 bathroom visits, and private conversations—to its cloud servers; (c) routing that footage to Sama's  
24 annotation facilities in Nairobi, Kenya, where human workers manually viewed the recordings in  
25 full resolution; and (d) using the annotated data to train and refine Meta's AI models and enhance  
26 its advertising business.

27 102. Plaintiff and Class Members had a reasonable expectation of privacy in their homes,  
28 bathrooms, bedrooms, and private conversations. The types of footage described herein—nudity,

1 sexual activity, bathroom visits, bank card exposure, and intimate conversations—are among the  
2 most private categories of human experience.

3 103. Meta's intrusion is highly offensive to a reasonable person. Recording a person  
4 undressing or using the bathroom in their own home, transmitting that footage across the internet  
5 to a server farm, and routing it to a warehouse in Kenya where strangers manually view, label, and  
6 annotate the content—all to train a commercial AI product—is conduct that shocks the conscience.

7 104. Meta's intrusion is made more offensive by: (a) the vast scale of the surveillance,  
8 involving millions of users across the United States; (b) the intimacy of the footage, which captures  
9 people in their most vulnerable private moments; (c) Meta's active concealment of the scope and  
10 nature of the human review; (d) Meta's deliberate removal of opt-out mechanisms in April 2025;  
11 (e) the cross-border transfer of intimate footage to a third-party contractor in a country with no  
12 EU-equivalent data protection adequacy determination; and (f) Meta's acknowledged failure to  
13 reliably anonymize the footage before human review.

14 105. Meta's conduct caused Plaintiff and Class Members harm, including violation of  
15 their privacy interests, emotional distress, and loss of control over highly intimate personal  
16 information.

17 106. Plaintiff and Class Members seek compensatory damages, disgorgement of profits,  
18 and punitive damages. Meta's conduct was willful, knowing, and carried out with conscious  
19 disregard for Plaintiff's and Class Members' rights.

20 **FOURTH CAUSE OF ACTION**  
21 **Unjust Enrichment**  
22 **On Behalf of Plaintiff and the Nationwide Class**

23 107. Plaintiff re-alleges and incorporates paragraphs 1 through 79 above as if fully  
24 restated herein and pleads this claim in the alternative to the legal remedies alleged herein.

25 108. Meta received substantial benefits from Plaintiff and Class Members in the form of  
26 their private audio, video, and electronic communications. Meta acquired this data without  
27 adequate notice or consent and without providing corresponding compensation.

28 109. Meta used this private data for its own commercial benefit, including: training and  
refining its Llama AI models; improving its Meta AI assistant; enhancing its advertising targeting

1 capabilities through the AI-driven Advantage+ platform; and increasing the value of its products  
2 and services. Meta's AI Glasses data pipeline directly fed the monetization flywheel that generated  
3 over \$200 billion in annual revenue in fiscal year 2025.

4 110. Had Plaintiff and Class Members known the true scope of Meta's data practices—  
5 including that their most intimate moments would be viewed by human annotators in Kenya—  
6 they would not have purchased the Glasses or used the AI features, and they would not have agreed  
7 to Meta's collection and use of their data.

8 111. Meta unjustly retained these benefits at the expense of Plaintiff and Class Members.  
9 It is inequitable under principles of unjust enrichment for Meta to retain the profits and other  
10 benefits derived from its unauthorized interception and exploitation of Plaintiff's and Class  
11 Members' private communications.

12 112. Meta should be compelled to disgorge these profits and other inequitable proceeds  
13 in a common fund for the benefit of Plaintiff and Class Members.

14 **V. PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff respectfully requests that this Court enter an Order:

- 16 a. Certifying the Nationwide Class and Florida Subclass and appointing Plaintiff as  
17 Class Representative;
- 18 b. Appointing Plaintiff's counsel as Class Counsel;
- 19 c. Finding Meta's conduct unlawful;
- 20 d. Awarding injunctive and declaratory relief, including an order permanently  
21 enjoining Meta from intercepting, recording, transmitting, storing, or disclosing  
22 Plaintiff's and Class Members' private communications without lawful consent,  
23 requiring Meta to delete all footage obtained in violation of law, and further  
24 requiring Meta to provide clear, conspicuous notice of any human review of AI  
25 Glasses recordings and meaningful mechanisms to disable or limit such review;
- 26 e. Awarding statutory damages under 18 U.S.C. § 2520 to Plaintiff and the  
27 Nationwide Class;
- 28

- 1 f. Awarding statutory damages under Fla. Stat. § 934.10 to Plaintiff and the Florida
- 2 Subclass;
- 3 g. Awarding compensatory, actual, and nominal damages;
- 4 h. Awarding punitive damages;
- 5 i. Awarding disgorgement of all profits and revenues Meta obtained through its
- 6 unlawful conduct;
- 7 j. Awarding pre- and post-judgment interest as provided by law;
- 8 k. Awarding reasonable attorneys' fees, costs, and expenses; and
- 9 l. Granting such other and further relief as the Court deems just and proper.

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Dated: March 9, 2026

*/s/ William J. Edelman*  
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CIVIL COVER SHEET for people without lawyers only

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

I. PLAINTIFF(S)

NICOLAS TEJADA, on behalf of himself and all others similarly situated

County of Residence of First Listed Plaintiff: Broward County, FL

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

William J. Edelman, Milberg, PLLC, 227 W. Monroe St., Ste. 2100, Chicago, IL 60606 Tel: (771) 474-1121

DEFENDANT(S)

META PLATFORMS, INC., SAMASOURCE IMPACT SOURCING INC., d/b/a SAMA, and LUXOTTICA OF AMERICA, INC.

County of Residence of First Listed Defendant: San Mateo, County, CA

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

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

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

III. CAUSE OF ACTION

Cite the U.S. Statute under which you are filing: 28 U.S.C. § 1332(d); 18 U.S.C. §§ 2510-2522. Brief description of case: Class Action - ECPA Violations

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

Table with columns: CONTRACT, REAL PROPERTY, PERSONAL INJURY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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

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

VI. FOR DIVERSITY CASES ONLY: CITIZENSHIP OF PRINCIPAL PARTIES

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

VII. REQUESTED IN COMPLAINT

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

VIII. RELATED CASE(S) OR MDL CASE

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

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

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

DATE 03/09/2026

SIGNATURE OF ATTORNEY OR PRO SE LITIGANT /s/ William J. Edelman

## COMPLETING THE CIVIL COVER SHEET

Complete the form as follows:

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