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19 **UNITED STATES DISTRICT COURT**  
 20 **NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

21 EMMA DAWSON, MICHAEL DAWSON,  
 LUIZ FILHO, ALKA GAUR, DAMIAN  
 REYEZ JAQUEZ, YOLISA MKELE, and  
 22 FERNANDA TATTO, on behalf of themselves  
 and all others similarly situated,

CASE NO. 26-cv-0751

**CLASS ACTION COMPLAINT**  
**DEMAND FOR JURY TRIAL**

23 Plaintiffs,

24 vs.

25 META PLATFORMS, INC., and  
 26 WHATSAPP, LLC,

27 Defendants.

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1 Plaintiffs Emma Dawson, Michael Dawson, Luiz Filho, Alka Gaur, Damian Reyez Jaquez,  
 2 Yolisa Mkele, and Fernanda Tatty (“Plaintiffs”) bring this action on behalf of themselves and all  
 3 others similarly situated against Meta Platforms, Inc. (“Meta”) and WhatsApp, LLC (“WhatsApp”)  
 4 (collectively, “Defendants”). Plaintiffs bring this action for Defendants’ (1) violation of the Wiretap  
 5 Act (18 U.S.C. § 2510 *et seq.*); (2) violation of the California Comprehensive Computer Data  
 6 Access and Fraud Act (Cal. Penal Code § 502 *et seq.*); (3) violation of the California Invasion of  
 7 Privacy Act (Cal. Penal Code § 630 *et seq.*); (4) invasion of privacy rights protected by Article 1,  
 8 Section 1 of the California Constitution; (5) intrusion upon seclusion; (6) breach of contract;  
 9 (7) breach of the implied covenant of good faith and fair dealing; (8) unjust enrichment under quasi-  
 10 contract theories (pled in the alternative); (9) statutory larceny (Cal. Penal Code §§ 484, 496); and  
 11 (10) violation of California’s Unfair Competition Law (Cal. Bus. & Prof. Code § 17200).

12 **INTRODUCTION**

13 1. WhatsApp is the most popular messaging app in the world. It purports to offer its  
 14 more than ***three billion*** users in over 180 countries<sup>1</sup> privacy, security, and peace of mind by making  
 15 two important promises. First, WhatsApp has advertised that it is “***[e]ncrypted for everyone***” and  
 16 allows users to “***[m]essage privately with everyone***.<sup>2</sup> Second, reinforcing the sense of privacy  
 17 among users, WhatsApp claims it “does not store messages once they are delivered.”<sup>3</sup> To this day,  
 18 WhatsApp claims that “[y]our privacy is our priority. With end-to-end encryption on WhatsApp,  
 19 your personal messages, photos, calls and more stay between you and the people you choose,

20  
 21  
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23 <sup>1</sup> WhatsApp, About WhatsApp, *available at* <https://www.whatsapp.com/about> (last accessed Jan. 19, 2026).

24 <sup>2</sup> WhatsApp, Homepage, *available at* <https://www.whatsapp.com> (last accessed Nov. 30, 2025) (emphases added).

25 <sup>3</sup> WhatsApp, Information for Law Enforcement Authorities, *available at* <https://faq.whatsapp.com/444002211197967> (last accessed Jan. 19, 2026); *see also* WhatsApp, “WhatsApp Privacy Policy” (effective Jan. 4, 2021), *available at* <https://www.whatsapp.com/legal/privacy-policy> (last accessed Jan. 19, 2026) (“We do not retain your messages in the ordinary course of providing our Services to you. Instead, your messages are stored on your device and not typically stored on our servers. Once your messages are delivered, they are deleted from our servers.”).

1 ***meaning not even WhatsApp can see them.***<sup>4</sup> Mark Zuckerberg, the founder, Chairman, and Chief  
 2 Executive Officer of Meta (which has owned WhatsApp since 2014), reinforced this claim to the  
 3 United States Senate in sworn public testimony, asserting that “we do not see any of the content in  
 4 WhatsApp; it is fully encrypted . . . . Facebook systems do not see the content of messages being  
 5 transferred over WhatsApp.”<sup>5</sup> And, since at least 2016, WhatsApp chats begin with the following  
 6 statement:



12

13 2. These claims are false. WhatsApp and its parent company, Meta, store, analyze, and  
 14 can access virtually *all* of WhatsApp users’ purportedly “private” communications. Senior  
 15 leadership at Meta has tried over the years to prevent the dissemination of this information by siloing  
 16 different teams that might be able to piece together the truth and directing them to “stay in [their]  
 17 own lane[s].” Nevertheless, through the assistance of courageous whistleblowers, the truth can now  
 18 come to light. On information and belief, to this day, Meta and WhatsApp store, maintain access to,  
 19 and use WhatsApp’s three billion users’ “encrypted” messages. This lawsuit seeks to expose the  
 20 fundamental privacy violations and fraud Meta is perpetrating against the billions of people

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21

22 <sup>4</sup> WhatsApp, Privacy, *available at* <https://www.whatsapp.com/privacy> (last accessed Jan. 19, 2026)  
 23 (emphasis added); *see also* WhatsApp, Does WhatsApp collect or sell your data?, *available at*  
 24 [https://faq.whatsapp.com/277976962225319/?helpref=hc\\_fnav](https://faq.whatsapp.com/277976962225319/?helpref=hc_fnav) (last accessed Jan. 19, 2026)  
 25 (“Every personal message, call, media, voice message, or document you send on WhatsApp is  
 26 private and protected with end-to-end encryption by default. That means all your personal messages  
 27 stay between you and who you send them to—no one else, not even WhatsApp (or Meta), can read,  
 28 listen to, or share them.”).

29

30 <sup>5</sup> Tr. of Testimony of Mark Zuckerberg, United States Senate, S. Hrg. 115-683, Joint Hearing  
 31 Before the Committee on Commerce, Science and Transportation and the Committee on the  
 32 Judiciary, “Facebook, Social Media Privacy, and the Use and Abuse of Data,” 115th Cong., 2d  
 33 Session (Apr. 10, 2018), *available at* <https://www.congress.gov/event/115th-congress/senate-event/LC64510/text> (last accessed Jan. 19, 2026).

1 worldwide who have used WhatsApp believing their communications would be private from  
 2 everyone, even from WhatsApp and Meta.

3       3.     The gravity of Meta's and WhatsApp's violation of users' privacy and trust cannot  
 4 be overstated. Across the globe, activists, independent journalists, those living under authoritarian  
 5 regimes, and many others rely on WhatsApp to communicate based on their erroneous (but well-  
 6 justified) belief that the substance of their communications is beyond scrutiny by **anyone** without  
 7 some element of self-reporting. Although unencrypted metadata alone can be used to identify and  
 8 locate such users, for some, access to the **substance** of their communications can literally mean the  
 9 difference between life or death. Even for users who do not face such high stakes if their  
 10 communications are accessible to third parties, their belief in the inviolability of their private  
 11 communications is an essential aspect of psychological health and well-being (among other things),  
 12 particularly in a time when people's most intimate relationships are developed and maintained  
 13 increasingly via digital communications instead of, and in addition to, face-to-face interactions. In  
 14 any event, all users were entitled to believe their communications were private because WhatsApp  
 15 and Meta unequivocally and repeatedly promised that they did not store users' delivered messages  
 16 and that no one—not even WhatsApp and Meta—can access their encrypted messages.

17       4.     Plaintiffs bring this class action on behalf of themselves and all others similarly  
 18 situated and, specifically, all users of WhatsApp worldwide since April 5, 2016, excluding users  
 19 residing in the United States or Canada (who are subject to an arbitration requirement under  
 20 WhatsApp Terms of Service), the “European Region”<sup>6</sup> (who are subject to Terms of Service that  
 21 require users to bring claims in their own country—if jurisdiction exists there—or Ireland), or the  
 22

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23  
 24       6 WhatsApp defines the European Region as including “Andorra, Austria, Azores, Belgium,  
 25 Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, Estonia, Finland,  
 26 France, French Guiana, Germany, Gibraltar, Greece, Guadeloupe, Hungary, Iceland, Ireland, Isle of  
 27 Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Martinique, Mayotte,  
 28 Monaco, Netherlands, Norway, Poland, Portugal, Republic of Cyprus, Réunion, Romania, San  
 Marino, Saint-Martin, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom sovereign  
 bases in Cyprus (Akrotiri and Dhekelia), and Vatican City.” See, e.g., WhatsApp, “FAQ: Who is  
 providing your WhatsApp services,” available at <https://faq.whatsapp.com/523679699550284/> (last  
 accessed Jan. 19, 2026).

1 United Kingdom.<sup>7</sup> Under WhatsApp's own Terms of Service, all other users either must bring  
2 claims against WhatsApp in either this Court or the Superior Court of San Mateo County.<sup>8</sup>

3       5.     Like other members of the Class, Plaintiffs are WhatsApp users whose end-to-end  
4 encrypted communications have been stored by and accessible to WhatsApp and Meta,  
5 notwithstanding WhatsApp's and Meta's assurances to the contrary. Plaintiffs bring this action to  
6 enforce their privacy rights and seek damages and other relief for the harm WhatsApp and Meta have  
7 caused them by willfully misrepresenting to them that their private communications were just that—  
8 ***private and inaccessible even to WhatsApp and Meta.*** In fact, WhatsApp and Meta have access to ***all***  
9 WhatsApp users' encrypted communications in their entirety.

## **PARTIES**

11       6. Plaintiff Emma Dawson is an adult domiciled in Australia. Dawson has been a  
12 WhatsApp user during the entire Class Period.

13 7. Plaintiff Michael Dawson is an adult domiciled in Australia. Dawson has been a  
14 WhatsApp user during the entire Class Period.

15 8. Plaintiff Luiz Filho is an adult domiciled in Brazil. Filho has been a WhatsApp user  
16 during the entire Class Period.

17 9. Plaintiff Alka Gaur is an adult domiciled in India. Gaur has been a WhatsApp user  
18 during the entire Class Period.

<sup>7</sup> WhatsApp, “FAQ: Who is providing your WhatsApp services,” available at <https://faq.whatsapp.com/523679699550284/> (last accessed Jan. 19, 2026).

<sup>8</sup> See, e.g., WhatsApp, Terms of Service, “Dispute Resolution,” available at <https://www.whatsapp.com/legal/terms-of-service?lang=en#terms-of-service-dispute-resolution> (“If you are not subject to the ‘Special Arbitration Provision for United States or Canada Users’ section below, you agree that any claim or cause of action you have against WhatsApp relating to, arising out of, or in any way in connection with our Terms or our Services, and for any claim or cause of action that WhatsApp files against you, you and WhatsApp agree that any such claim or cause of action . . . will be resolved exclusively in the United States District Court for the Northern District of California or a state court located in San Mateo County in California, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating any such claim or cause of action, and the laws of the State of California will govern any such claim or cause of action without regard to conflict of law provisions.”) (last accessed Jan. 19, 2026).

10. Plaintiff Damian Reyez Jaquez is an adult domiciled in Mexico. Jaquez has been a  
 11 WhatsApp user during the entire Class Period.

12. Plaintiff Yolisa Mkele is an adult domiciled in South Africa. Mkele has been a  
 13 WhatsApp user during the entire Class Period.

14. Plaintiff Fernanda Tato is an adult domiciled in Brazil. Tato has been a WhatsApp  
 15 user during the entire Class Period.

16. Defendant Meta is a Delaware corporation, organized and existing under the laws of  
 17 the State of Delaware, with its principal place of business at 1 Meta Way, Menlo Park, California  
 18 94025. With a \$1.72 trillion market capitalization (subject to market fluctuations), Meta is  
 19 consistently ranked as one of the ten largest corporations in the world.<sup>9</sup> Prior to October 28, 2021,  
 20 Meta operated as Facebook, Inc. (“Facebook”).<sup>10</sup> For simplicity, this Complaint may refer to Meta  
 21 and Facebook, Inc. (the corporate entity) interchangeably as “Meta.”

22. Defendant WhatsApp is a Delaware limited liability company, organized and  
 23 existing under the laws of the State of Delaware, with its principal place of business at 1 Meta Way,  
 24 Menlo Park, California, 94025. Since 2014, WhatsApp has been a wholly-owned subsidiary of  
 25 Meta, acquired by (then-)Facebook for approximately \$19 billion in cash and stock.<sup>11</sup>

#### 17 **JURISDICTION AND VENUE**

18. This Court has subject matter jurisdiction over the federal claims in this action  
 19 pursuant to 28 U.S.C. § 1331.

20. This Court also has subject matter jurisdiction over this action pursuant to the Class  
 21 Action Fairness Act, 28 U.S.C. § 1332(d), because the amount in controversy exceeds \$5,000,000  
 22 exclusive of interest and costs, there are more than 100 putative Class Members as defined below,  
 23

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24. <sup>9</sup> J. Pinkerton, “The 10 Most Valuable Companies in the World by Market Capitalization,” U.S.  
 25 News (June 24, 2025), *available at* <https://money.usnews.com/investing/articles/most-valuable-companies-in-the-world-by-market-cap> (last accessed Jan. 19, 2026).

26. <sup>10</sup> Meta, “Introducing Meta: A Social Technology Company” (Oct. 28, 2021), *available at*  
 27 <https://about.fb.com/news/2021/10/facebook-company-is-now-meta/> (last accessed Jan. 19, 2026).

28. <sup>11</sup> Meta, “Facebook to Acquire WhatsApp” (Feb. 19, 2014), *available at*  
<https://about.fb.com/news/2014/02/facebook-to-acquire-whatsapp/> (last accessed Jan. 19, 2026).

1 at least one member of the putative class is a citizen of a foreign state, and Defendants are citizens  
2 of California and Delaware.

3 17. This Court also has supplemental jurisdiction over the state law claims in this action  
4 pursuant to 28 U.S.C. § 1337 because the state law claims form part of the same case or controversy  
5 as those that give rise to the federal claims.

6 18. This Court has general personal jurisdiction over Defendants because their principal  
7 places of business are in California. Additionally, Defendants are subject to specific personal  
8 jurisdiction in this state because a substantial part of the events and conduct giving rise to Plaintiffs'  
9 claims occurred in this state.

10       19.     Venue is proper in this District under the provisions of 28 U.S.C. § 1391(b), because  
11 Defendants are headquartered in this district and a substantial portion of the events or omissions  
12 giving rise to the claims occurred in this judicial district.

## **FACTUAL ALLEGATIONS**

## I. The WhatsApp Promise: Encryption for Everyone, Accessible to No One

15        20.     Founded in 2009 by Jan Koum and Brian Acton, WhatsApp historically prided itself  
16 on being outside the big data economy driven by tech giants like Facebook—an oasis of privacy in  
17 a world where Facebook seemingly knew everything about everyone. In a 2009 blog post,  
18 Mr. Koum “set the record straight”: “We have not, we do not and we will not **ever** sell your personal  
19 information to anyone. Period. End of story.”<sup>12</sup> In 2012, WhatsApp’s co-founders explained they  
20 charged for WhatsApp to keep it ad-free because “[a]t every company that sells ads, a significant  
21 portion of their engineering team spends their day tuning data mining, writing better code to collect  
22 all your personal data, upgrading the servers that hold all the data and making sure it’s all being  
23 logged and collated and sliced and packaged and shipped out[.]”<sup>13</sup> They cautioned: “Remember,

<sup>26</sup> 12 WhatsApp, “Just wanted to say a few things” (Nov. 19, 2009), available at  
<sup>27</sup> <https://blog.whatsapp.com/just-wanted-to-say-a-few-things> (last accessed Jan. 19, 2026).

<sup>28</sup> <sup>13</sup> WhatsApp, “Why we don’t sell ads” (Jun. 18, 2012), available at <https://blog.whatsapp.com/why-we-don-t-sell-ads> (last accessed Jan. 19, 2026).

1 when advertising is involved **you the user** are the product.”<sup>14</sup> But at WhatsApp, they stressed,  
 2 “*[y]our data isn’t even in the picture. We are simply not interested in any of it.*”<sup>15</sup>

3       21.   When Facebook acquired WhatsApp in 2014, there was widespread concern that  
 4 WhatsApp’s respect for users’ data and privacy would be compromised. But Mr. Koum again “set[]  
 5 the record straight,” reminding users of his experience growing up in Ukraine, where KGB  
 6 monitoring of phone calls was commonplace and part of the reason his family emigrated; at  
 7 WhatsApp, he stated, “*[r]espect for your privacy is coded into our DNA!*”<sup>16</sup> Complaining that  
 8 speculation that WhatsApp’s partnership with Facebook would change its core principles was  
 9 “baseless,” “unfounded,” and “irresponsible,” Mr. Koum assured users that WhatsApp’s “focus  
 10 remains on delivering the promise of WhatsApp far and wide, *so that people around the world have*  
 11 *the freedom to speak their mind without fear.*”<sup>17</sup> Facebook CEO Mark Zuckerberg also assured the  
 12 public that “[t]he vision is to keep the [WhatsApp] service exactly the same,” noting WhatsApp  
 13 “neither uses nor stores any of the billions of photos and chats exchanged on the app daily.” Instead,  
 14 WhatsApp content is deleted “almost instantly,” which is “what people want,” and “[w]e would be  
 15 pretty silly to get in the way of that.”<sup>18</sup>

16       22.   Given the consumer concern that Meta might obtain access to WhatsApp messages,  
 17 WhatsApp has repeatedly and emphatically promised that end-to-end encryption for everyone  
 18 prevents anyone—even WhatsApp and Meta—from accessing private communications. It is clear  
 19 WhatsApp and Meta marketed WhatsApp in this way because they (correctly) determined that this

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21       22<sup>14</sup> *Id.* (emphasis original).

23       22<sup>15</sup> *Id.* (emphases added).

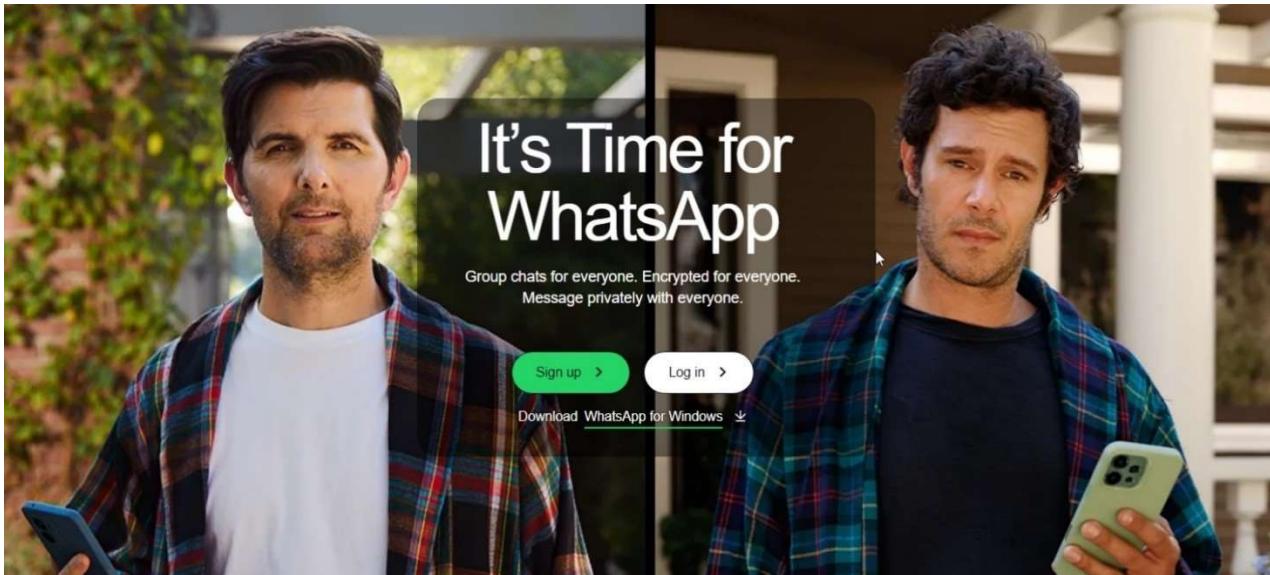
24       23<sup>16</sup> WhatsApp, “Setting the record straight” (Mar. 17, 2014), *available at* <https://blog.whatsapp.com/setting-the-record-straight> (last accessed Jan. 19, 2026) (emphases added).

25       24<sup>17</sup> *Id.* (emphases added).

26       25<sup>18</sup> *See, e.g.*, B. Bosker, “Zuckerberg Promises Facebook Won’t Read Your WhatsApp Chats,” *The*  
 27 *Huffington Post* (Feb. 24, 2014), *available at* [https://www.huffpost.com/entry/zuckerberg-facebook-whatsapp\\_n\\_4848205#:~:text=top%20stories%20here..,Zuckerberg%20Promises%20Facebook%20Won't%20Read%20Your%20WhatsApp%20Chats,of%20that%2C%22%20he%20added](https://www.huffpost.com/entry/zuckerberg-facebook-whatsapp_n_4848205#:~:text=top%20stories%20here..,Zuckerberg%20Promises%20Facebook%20Won't%20Read%20Your%20WhatsApp%20Chats,of%20that%2C%22%20he%20added) (last accessed Jan. 19, 2026).

1 promise would maintain and grow WhatsApp's user base, despite users' obvious and well-founded  
 2 concerns about Meta's broader privacy problems.

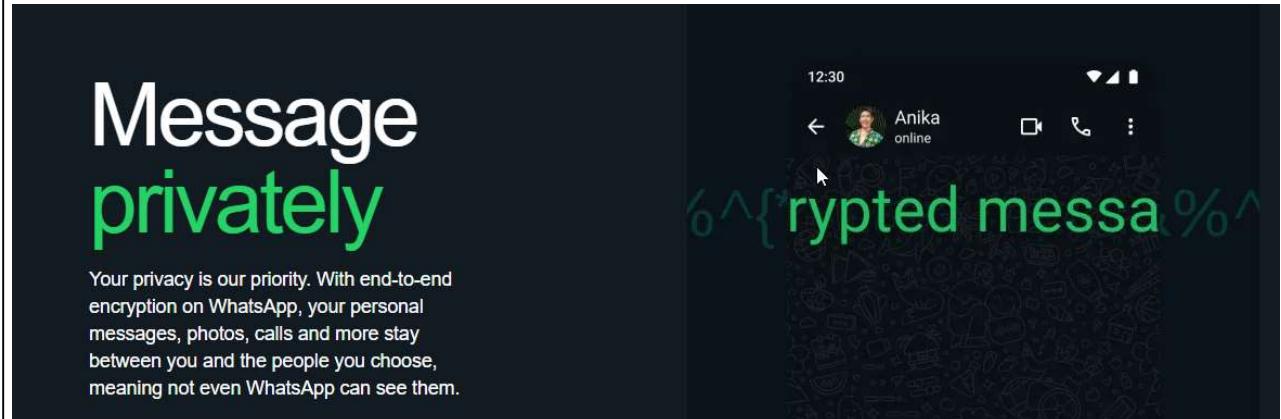
3       23. For example, until recently, the first image that greeted users upon visiting  
 4 WhatsApp's website touted that WhatsApp is “[e]ncrypted for everyone” and allows users to  
 5 “[m]essage privately with everyone”:<sup>19</sup>



16       24. WhatsApp's “Privacy” page—which is the second section on the WhatsApp website,  
 17 following only the “Features” section, highlights at the very top of the page that: users can “Message  
 18 privately,” “[y]our privacy is our priority,” and “[w]ith end-to-end encryption on WhatsApp, ***your  
 19 personal messages, photos, calls and more stay between you and the people you choose, meaning  
 20 not even WhatsApp can see them***”:<sup>20</sup>

27       29       <sup>19</sup> WhatsApp, Homepage, *available at* <https://www.whatsapp.com> (last accessed Nov. 30, 2025).

28       30       <sup>20</sup> WhatsApp, “Privacy,” *available at* <https://www.whatsapp.com/privacy> (last accessed Jan. 19, 2026) (emphases added).



25. WhatsApp continues boasting that *only the recipient and the sender* can read private conversations such as “confessions, [] difficult debates, or silly inside jokes”.<sup>21</sup>

11 **Whether it's your confessions, your difficult debates, or  
12 silly inside jokes, WhatsApp privacy helps your  
13 conversations stay protected.**

14  
15 **End-to-end  
16 encryption**

17 Personal messages, calls, photos and  
18 videos are secured with a lock with  
19 end-to-end encryption on WhatsApp,  
20 only the recipient and you have the  
21 special key needed to unlock and read  
them.

14  
15 **Additional layers of  
16 privacy**

17 Beyond end-to-end encryption,  
18 WhatsApp offers additional layers of  
19 protection to all of your conversations.

22  
23  
24  
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26  
27  
28 <sup>21</sup> WhatsApp, “Privacy,” available at <https://www.whatsapp.com/privacy> (last accessed Jan. 19, 2026) (excerpted).

1        26.    WhatsApp's "FAQ" again reinforces that "not even WhatsApp[] can read, listen to,  
 2 or share" users' personal images and calls," emphasizing that end-to-end encryption happens  
 3 "automatically":<sup>22</sup>

4        **How does WhatsApp work?**

5        WhatsApp's end-to-end encryption is used when you chat with another person using WhatsApp  
 6 Messenger. End-to-end encryption keeps your personal messages and calls between you and the  
 7 person you're communicating with. No one outside of the chat, not even WhatsApp, can read,  
listen to, or share them. This is because with end-to-end encryption, your messages are secured  
 8 with a lock, and only the recipient and you have the special key needed to unlock and read them.  
 All of this happens automatically: no need to turn on any special settings to secure your  
 messages.

9  
 10        27.    Notably, WhatsApp chats have this header emblazoned at the top:



17        28.    Importantly, neither WhatsApp nor Meta discloses anywhere their unlimited access  
 18 to users' encrypted communications—not even in the fine print. WhatsApp discloses only certain  
 19 limited exceptions to its end-to-end encryption and the ability of WhatsApp, Meta, and third parties  
 20 to access encrypted message content. For example, WhatsApp discloses that when a user reports  
 21 another user in an individual chat, WhatsApp receives up to five of the last messages the reported  
 22 user sent to the reporting user.<sup>23</sup> Similarly, when a user reports abuse in a group chat, WhatsApp  
 23 receives up to five of the last messages sent to the reporting user within the reported group. Where

24  
 25        <sup>22</sup> WhatsApp, "About end-to-end encryption," available at  
 26 [https://faq.whatsapp.com/820124435853543/?locale=en\\_US](https://faq.whatsapp.com/820124435853543/?locale=en_US) (last accessed Jan. 19, 2026)  
 27 (annotations added).

28        <sup>23</sup> WhatsApp, "About reporting and blocking on WhatsApp," available at  
 29 [https://faq.whatsapp.com/414631957536067?helpref=faq\\_content&cms\\_platform=web](https://faq.whatsapp.com/414631957536067?helpref=faq_content&cms_platform=web) (last  
 30 accessed Jan. 19, 2026).

1 calls take place in an individual chat, WhatsApp may also receive basic information about the last  
 2 five calls with that user, such as who initiated the call and the duration of the call.<sup>24</sup> Nothing in these  
 3 disclosures suggests that WhatsApp or Meta can access *all* of any user's communications. Nor do  
 4 the disclosures suggest that WhatsApp or Meta can access a user's communications even when the  
 5 limited circumstances identified in the disclosures do not apply.

6 29. WhatsApp likewise discloses that when customers contact WhatsApp for customer  
 7 support, they may provide WhatsApp with information, "including copies of [their] messages."<sup>25</sup>  
 8 Here too, however, this disclosure does not suggest WhatsApp and Meta can access any message  
 9 the user does *not* provide to customer support.

10 30. WhatsApp also carves out from its claims that WhatsApp and Meta cannot see users'  
 11 messages certain specific use cases, including business messaging services (which it says are clearly  
 12 distinguished from personal messages) and communications that are not encrypted (such as  
 13 communications with Meta services or communications with businesses using Cloud API.<sup>26</sup> Once  
 14 again, nothing in these disclosures suggests WhatsApp and Meta can access all of a user's encrypted  
 15 messages.

16 31. Finally, regarding disclosures to law enforcement, WhatsApp states in relevant part:  
 17 In the ordinary course of providing our service, *WhatsApp does not store messages once they are delivered or transaction logs of such delivered messages*. Undelivered messages are deleted from our  
 18 servers after 30 days. . . [W]e may collect, use, preserve, and share  
 19 *user information* if we have a good-faith belief that it is reasonably  
 20 necessary to (a) keep our users safe, (b) detect, investigate, and

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

22 <sup>25</sup> WhatsApp, "WhatsApp Privacy Policy" (effective Jan. 4, 2021), available at  
<https://www.whatsapp.com/legal/privacy-policy> (last accessed Jan. 19, 2026).

23 <sup>26</sup> WhatsApp, "How you interact with others," available at  
<https://faq.whatsapp.com/9658856237523915> (last accessed Jan. 19, 2026); WhatsApp, "About  
 24 end-to-end encryption," available at <https://faq.whatsapp.com/820124435853543/> (last accessed  
 25 Jan. 19, 2026); WhatsApp, "WhatsApp Encryption Overview: Technical White Paper," available at  
[https://scontent.xx.fbcdn.net/v/t39.8562-6/455962147\\_1148247109601582\\_1673264986279156121\\_n.pdf?\\_nc\\_cat=101&ccb=1-7&\\_nc\\_sid=e280be&\\_nc\\_ohc=QeHE3hZyqTUQ7kNvwHTaYvz&\\_nc\\_oc=AdnI2TA1TwLkU-1slAuP5ZdFKjtEW2P5xXkvd1XDRqebpLQHtAmKQUBysG47pnDIsw&\\_nc\\_zt=14&\\_nc\\_ht=content.xx&\\_nc\\_gid=zODDu4H8Iis7NtbQUdNW6Q&oh=00\\_AfrHORvnclt45MEsoeo1KIAhIOvs&v=WV8uzMwxNqLPGAAJA&oe=69747019](https://scontent.xx.fbcdn.net/v/t39.8562-6/455962147_1148247109601582_1673264986279156121_n.pdf?_nc_cat=101&ccb=1-7&_nc_sid=e280be&_nc_ohc=QeHE3hZyqTUQ7kNvwHTaYvz&_nc_oc=AdnI2TA1TwLkU-1slAuP5ZdFKjtEW2P5xXkvd1XDRqebpLQHtAmKQUBysG47pnDIsw&_nc_zt=14&_nc_ht=content.xx&_nc_gid=zODDu4H8Iis7NtbQUdNW6Q&oh=00_AfrHORvnclt45MEsoeo1KIAhIOvs&v=WV8uzMwxNqLPGAAJA&oe=69747019) (last accessed Jan. 19, 2026).

1 prevent illegal activity, (c) respond to legal process, or to government  
 2 requests, (d) enforce our Terms and policies. This may include  
 3 information about how some users interact with others on our service.  
*We also offer end-to-end encryption for our services, which is  
 4 always activated. End-to-end encryption means that messages are  
 encrypted to protect against WhatsApp and third parties from  
 reading them.*<sup>27</sup>

5 Here too, far from disclosing it can access users' encrypted communications, WhatsApp is  
 6 representing to both users and law enforcement authorities that it cannot read users' encrypted  
 7 messages.

## 8 **II. WhatsApp's and Meta's Unrestricted Access to Users' Encrypted Communications**

9 32. End-to-end encryption is a method of securing digital communications wherein data  
 10 is encrypted on the sender's device and only decrypted once it reaches the recipient's device. As  
 11 WhatsApp analogizes, "with end-to-end encryption, your messages are secured with a lock, and  
 12 only the recipient and you have the special key needed to unlock and read them. All of this happens  
 13 automatically: no need to turn on any special settings to secure your messages."<sup>28</sup> In theory, even  
 14 though encrypted communications may pass through a service provider's servers on their way to the  
 15 intended recipient, they remain encrypted and unreadable to everyone but that intended recipient,  
 16 because only the sender and the recipient have the key to "unlock" them on their respective devices.

17 33. In November 2014, shortly after its acquisition by Facebook (now Meta), WhatsApp  
 18 partnered with Open Whisper Systems to integrate the Signal Protocol, an end-to-end encryption  
 19 cryptographic protocol, into its platform.<sup>29</sup> (Open Whisper Systems offers its own end-to-end  
 20 encrypted messaging application, called Signal.) By April 5, 2016, WhatsApp had completed  
 21 integration of end-to-end encryption for all forms of communication across all user devices.<sup>30</sup>

22  
 23  
 24 <sup>27</sup> WhatsApp, "Information for Law Enforcement Authorities," available at  
<https://faq.whatsapp.com/444002211197967> (last accessed Jan. 19, 2026) (emphases added).

25 <sup>28</sup> WhatsApp, "FAQ: How does WhatsApp work?" available at  
<https://faq.whatsapp.com/820124435853543> (last accessed Jan. 19, 2026).

26 <sup>29</sup> Signal, "Open Whisper Systems partners with WhatsApp to provide end-to-end encryption"  
 27 (Nov. 18, 2014), available at <https://signal.org/blog/whatsapp/> (last accessed Jan. 19, 2026).

28 <sup>30</sup> Signal, "WhatsApp's Signal Protocol integration is now complete," (Apr. 5, 2016), available at  
<https://signal.org/blog/whatsapp-complete/> (last accessed Jan. 19, 2026).

1       34.    Lest there be any confusion, the Signal Protocol does not protect *all* user information  
2 (nor does it purport to). Only the contents of the communication are encrypted; the metadata  
3 associated with the communication is not. Thus, as even they concede, Meta and WhatsApp have  
4 access to users' metadata and can identify the who, when, and where (among other circumstances)  
5 of users' communications. Thus, if Alice and Bob message each other 90 times between 2 a.m. and  
6 3 a.m. while Alice is in Seattle and Bob is in Sacramento, all of that information is undisputedly  
7 available to Meta and WhatsApp (and any other parties to whom they may make it available).  
8 WhatsApp represented, however, that the *contents* of those messages are (theoretically)  
9 undiscoverable. That claim necessarily represents that the Signal Protocol has been implemented  
10 without the inclusion of any "backdoor" in the application's source code that would allow either the  
11 platform itself or third parties to circumvent encryption. Such backdoors are called "kleptographic  
12 backdoors."

13       35.    Signal itself notably makes its source code available for public inspection to promote  
14 both transparency and security (by allowing the public at large, including security analysts and  
15 researchers, to test for and identify vulnerabilities), and reviews of Signal's source code have in fact  
16 confirmed that it has no backdoor to its end-to-end encryption. But under Meta's ownership,  
17 WhatsApp does not make its source code available to the public or even to third party security  
18 auditors. Accordingly, although cryptosecurity experts are confident the Signal app functions  
19 without any kleptographic backdoor, the public can only take the word of Meta and WhatsApp that  
20 they do not have access to the substance of WhatsApp users' communications.

21       36.    Meta's and WhatsApp's claim that they do not have access to the substance of  
22 WhatsApp users' communications is false. As the whistleblowers here have explained, WhatsApp  
23 and Meta store and have unlimited access to WhatsApp encrypted communications, and the process  
24 for Meta workers to obtain that access is quite simple. A worker need only send a "task" (*i.e.*, request  
25 via Meta's internal system) to a Meta engineer with an explanation that they need access to  
26 WhatsApp messages for their job. The Meta engineering team will then grant access—often without  
27 any scrutiny at all—and the worker's workstation will then have a new window or widget available

28

1 that can pull up any WhatsApp user's messages based on the user's User ID number, which is unique  
 2 to a user ***but identical across all Meta products.***

3       37.     Once the Meta worker has this access, they can read users' messages by opening the  
 4 widget; no separate decryption step is required. The WhatsApp messages appear in widgets  
 5 commingled with widgets containing messages from unencrypted sources. Messages appear almost  
 6 as soon as they are communicated—essentially, in real-time. Moreover, access is unlimited in  
 7 temporal scope, with Meta workers able to access messages from the time users first activated their  
 8 accounts, including those messages users believe they have deleted.

9       38.     Some users—such as certain celebrities, politicians, and Meta employees—are  
 10 afforded special handling by Meta such that access to their encrypted messages is more closely  
 11 ***tracked*** within Meta and WhatsApp. Meta workers still have access to these users' messages, but  
 12 their access of the accounts flags the worker for investigation. Even as to these privileged few  
 13 WhatsApp users, however, Meta and WhatsApp are still misleading them and violating their privacy  
 14 by storing their supposedly private, end-to-end encrypted, messages.

15       39.     Although Meta has kept the circle on its fraud small, it has not kept it small enough.  
 16 It attempted to prevent dissemination of this information by heavily siloing workers in different  
 17 groups and telling them to “stay in [their] lane” when and if they started to piece together the truth.  
 18 As discussed below, Meta also actively misrepresented the facts about its access and storage when  
 19 journalists came close to discovering the truth. Meta has also tried to prevent the truth from coming  
 20 out by imposing onerous nondisclosure agreements on its workers, essentially threatening the full  
 21 force of one of the world’s richest companies if any of these individuals dared reveal what goes on  
 22 behind closed doors at the company. These efforts have now failed, but they worked for many, many  
 23 years by obscuring the truth.

24       **III.     The Value of *Truly* Private, End-to-End Encrypted Messages Cannot Be Overstated**

25       40.     In an age where (i) Meta can trace Facebook users' every click and scroll and  
 26 (ii) Internet surfers are called on to choose (or ignore) cookie preferences multiple times per day,  
 27 invasions of online privacy can too easily be undervalued. But that is not the case for the private

1 substance of WhatsApp users' encrypted communications, which both WhatsApp and Meta have  
 2 conditioned WhatsApp users to believe are inviolate.

3       41. Indeed, WhatsApp has long been used throughout the world by journalists,  
 4 dissidents, activists, and others for whom maintaining confidences can mean the difference between  
 5 life and death, freedom and incarceration, or exposing truth and letting it languish in shadows.

6       42. For example, end-to-end encryption of voice memos, which prevents access by third  
 7 parties, is a particularly useful feature of WhatsApp for journalists reporting news from war-torn  
 8 regions. As CBS reporter Amjad Tadros explained: "I use it a lot, especially in covering the news  
 9 in Yemen as it is hard to get a clean phone line there. I end up sending the questions on WhatsApp  
 10 and get the answers back in text or voice."<sup>31</sup>

11       43. In Venezuela, for example, where state surveillance under the authoritarian  
 12 dictatorship of Nicolas Maduro reached a "massive scale," independent media advocates urged  
 13 "[m]embers of at-risk organizations such as journalists, human rights defenders, and social and  
 14 political activists" to "take measures to protect the security and privacy of their communications"  
 15 by using "instant messaging apps that have end-to-end encryption such as . . . WhatsApp."<sup>32</sup>

16       44. In many countries in which WhatsApp is a popular communication tool, a person's  
 17 private expressions of intimacy can expose them to dire penalties. Nearly 40% of people use  
 18 WhatsApp in Egypt, for example, where the United States Department of State cautions that  
 19 Egyptian authorities use both social media and dating apps to entrap suspected gay and lesbian  
 20 people for "debauchery," a crime punishable there by up to 10 years in prison.<sup>33</sup> In such places, the  
 21 ability to send truly private messages to intimate partners is priceless.

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 25       <sup>31</sup> See, e.g., Foreign Press Correspondents USA, "Using WhatsApp as a Journalistic Tool," (June  
 26, 2022), available at <https://foreignpress.org/journalism-resources/using-whatsapp-as-a-journalistic-tool> (last accessed Jan. 19, 2026).

26       <sup>32</sup> D. Aragort, "The Reality of Digital Authoritarianism in Venezuela," *Center for International  
 27 Media Assistance* (Sept. 20, 2022), available at <https://www.cima.ned.org/blog/the-reality-of-digital-authoritarianism-in-venezuela/> (last accessed Jan. 19, 2026).

28       <sup>33</sup> See, e.g., U.S. Dept. of State, "Egypt," available at <https://travel.state.gov/en/international-travel/travel-advisories/egypt.html#local> (last accessed Jan. 19, 2026).

1       45. The life-or-death stakes for dissidents who mistakenly believe their communications  
 2 on WhatsApp are private is illustrated by the fallout from the Pegasus spyware, developed by Israeli  
 3 surveillance firm NSO Group and sold only to governments. Most prominently, self-exiled Saudi  
 4 activist Omar Abdulaziz communicated with (also self-exiled) Saudi journalist and regime critic  
 5 Jamal Khashoggi in hundreds of WhatsApp messages they believed were private and encrypted. As  
 6 CNN journalists Nina dos Santos and Michael Kaplan noted, Mr. Khashoggi's public criticism of  
 7 Saudi Crown Prince Mohammad bin Salman was "measured," but "[i]n private, the *Washington*  
 8 *Post* columnist didn't hold back," calling the Crown Prince a "'beast' [and] a 'pac-man' who would  
 9 devour all in his path," citing hundreds of WhatsApp messages they were provided to review.<sup>34</sup>  
 10 Messrs. Abdulaziz and Khashoggi used WhatsApp to coordinate funding and SIM cards for a cyber-  
 11 army of social media warriors to combat state-sponsored propaganda in Saudi Arabia in messages  
 12 that would be deemed "treasonous" by Saudi authorities.<sup>35</sup> Just one day after the University of  
 13 Toronto's Citizen Lab published a report detailing how it had concluded with "high confidence"  
 14 that a Saudi "operator" infected Mr. Abdulaziz's cell phone with Pegasus spyware that permitted  
 15 the Saudis to surveil his communications (including his WhatsApp messages),<sup>36</sup> Mr. Khashoggi was  
 16 killed and dismembered in the Saudi embassy in Istanbul, Turkey.<sup>37</sup> To be clear, Plaintiffs do not  
 17 allege—or even suggest—that Meta's and WhatsApp's secret access to Mr. Khashoggi's private  
 18 WhatsApp communications caused or contributed to his death. Indeed, WhatsApp obtained a legal  
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20       21       <sup>34</sup> N. dos Santos and M. Kaplan, "Jamal Khashoggi's private WhatsApp messages may offer new  
 22       clues to killing," CNN World (Dec. 4, 2018), available at  
 23       <https://edition.cnn.com/2018/12/02/middleeast/jamal-khashoggi-whatsapp-messages-intl/index.html> (last accessed Jan. 19, 2026) (emphases added).

24       25       <sup>35</sup> *Id.*

26       27       <sup>36</sup> B. Marczak *et al.*, "The Kingdom Came to Canada: How Saudi-Linked Digital Espionage  
 28       Reached Canadian Soil," Citizen Lab (Oct. 1, 2018), available at <https://citizenlab.ca/2018/10/the-kingdom-came-to-canada-how-saudi-linked-digital-espionage-reached-canadian-soil/> (last accessed Jan. 19, 2026).

27       28       <sup>37</sup> A. Schmidt, "'I know why Jamal was killed': Saudi activist in Canada says hacked phones led  
 to Jamal Khashoggi's murder," CBC (Nov. 1, 2021), available at  
<https://www.cbc.ca/documentaries/the-passionate-eye/i-know-why-jamal-was-killed-1.6232638> (last accessed Jan. 19, 2026).

1 victory against the NSO Group for its targeting of WhatsApp users using spyware exploits (not  
 2 decryption). But Mr. Khashoggi's experience illustrates two important points that are relevant to  
 3 Plaintiffs' allegations in this case: (i) people are more likely to express uninhibited and private  
 4 thoughts—even those for which they could be targeted or severely punished—when they believe  
 5 their communications with trusted individuals cannot be compromised; and (ii) unintended access  
 6 to such private communications on trusted platforms can have devastating consequences.

7       46. Even in societies where concerns about persecution for dissenting opinions,  
 8 government opposition, or sexual orientation are less prevalent, digital communications are an  
 9 essential (and even primary) component of how people develop and conduct their most intimate  
 10 relationships.<sup>38</sup> Intimacy requires self-disclosure and vulnerability, which depends on a sense of  
 11 control (*i.e.*, privacy).<sup>39</sup> Fear that communications may be monitored by others thus can produce  
 12 chilling effects that inhibit authentic disclosure. Without reasonable expectations of privacy in  
 13 digital communication, individuals will avoid the authentic self-disclosure necessary for intimate  
 14 relationships and engage in self-censorship.<sup>40</sup> Accordingly, privacy of digital communications is  
 15 essential to the development of most close personal and intimate relationships in the modern era.

16 **IV. Meta's History of Blatant Disregard for User Privacy and Subsequent Cover-Ups**

17       47. Over the years, Meta's name has become synonymous with user privacy violations.  
 18 Again and again, Meta/Facebook has violated users' privacy rights by using their information in  
 19 undisclosed ways, such as disclosing their personal data *en masse* to third parties with no verified  
 20 need for the information in violation of stated privacy policies, failing to apprise users of data

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22       <sup>38</sup> See, e.g., S. Hardman Taylor & N. Bazaroya, "Always Available, Always Attached: A Relational  
 23 Perspective on the Effects of Mobile Phones and Social Media on Subjective Well-Being," 26 *J. of  
 24 Comp.-Mediated Commc'n* 187 (Aug. 24, 2021), available at  
 25 <https://doi.org/10.1093/jcmc/zmab004> (last accessed Jan. 19, 2026).

26       <sup>39</sup> See, e.g., A. Stuart, A. Bandara & M. Levine, "The Psychology of Privacy in the Digital Age,"  
 27 *Social and Personality Psychology Compass* (Nov. 2019), available at  
 28 [https://www.researchgate.net/publication/337190293\\_The\\_psychology\\_of\\_privacy\\_in\\_the\\_digital\\_age](https://www.researchgate.net/publication/337190293_The_psychology_of_privacy_in_the_digital_age) (last accessed Jan. 19, 2026).

29       <sup>40</sup> See, e.g., M. Büchi, N. Festic & M. Latzer, "The Chilling Effects of Digital Dataveillance: A  
 30 Theoretical Model and an Empirical Research Agenda," *Big Data & Society* (2022), available at  
 31 <https://doi.org/10.1177/20539517211065368> (last accessed Jan. 19, 2026).

1 breaches and misuses—including in the data misuse at the center of the infamous 2016 Cambridge  
 2 Analytica scandal—and then affirmatively misleading the public as to whether such privacy  
 3 violations had occurred. One would think Meta would have learned from this history. It clearly has  
 4 not.

5       48. For example, on November 29, 2011, the United States Federal Trade Commission  
 6 (“FTC”) announced Facebook had agreed to enter into a 20-year consent order (finalized in 2012)  
 7 in settlement of an eight-count complaint alleging Facebook “deceived consumers by telling them  
 8 they could keep their information on Facebook private, and then repeatedly allowing [that  
 9 information] to be shared and made public.”<sup>41</sup> Among other things, the FTC charged Facebook with  
 10 (i) failing to warn users that information they designated private (such as their “Friends List[s]”)  
 11 would be made public; (ii) giving third-party apps access to “nearly all of users’ personal data”—  
 12 data the apps did not need—despite Facebook’s representations these apps would have access only  
 13 to user information needed to operate; (iii) misrepresenting to users that they could restrict data  
 14 sharing to “Friends Only” when that information was shared with third-party applications their  
 15 friends used; (iv) claiming it certified the security of apps in its “Verified Apps” program when it  
 16 did not; (v) falsely promising it would not share users’ personal information with advertisers; and  
 17 (vi) allowing access to users’ photos and videos even after users deactivated or deleted their  
 18 accounts, despite claiming they would be inaccessible.<sup>42</sup>

19       49. The consent order (among other things) barred Facebook from making any further  
 20 misrepresentations about the privacy or security of consumers’ personal information; required  
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22       <sup>41</sup> Federal Trade Commission, “Facebook Settles FTC Charges That It Deceived Consumers By  
 23 Failing To Keep Privacy Promises” (Nov. 29, 2011), *available at* <https://www.ftc.gov/news-events/news/press-releases/2011/11/facebook-settles-ftc-charges-it-deceived-consumers-failing-keep-privacy-promises> (last accessed Jan. 19, 2026); *In the Matter of Facebook, Inc.*, No. 092 3184, Agreement Containing Consent Order, *available at* <https://www.ftc.gov/sites/default/files/documents/cases/2011/11/111129facebookagree.pdf> (last accessed Jan. 19, 2026).

27       <sup>42</sup> Federal Trade Commission, “Facebook Settles FTC Charges That It Deceived Consumers By  
 28 Failing To Keep Privacy Promises” (Nov. 29, 2011), *available at* <https://www.ftc.gov/news-events/news/press-releases/2011/11/facebook-settles-ftc-charges-it-deceived-consumers-failing-keep-privacy-promises> (last accessed Jan. 19, 2026).

1 Facebook to get consumers' affirmative express consent before enacting changes overriding their  
 2 privacy preferences; required Facebook to establish and maintain a "comprehensive privacy  
 3 program designed to address privacy risks associated with the development and management of new  
 4 and existing products and services and to protect the privacy and confidentiality of consumers'  
 5 information"; and subjected Facebook to periodic assessments of its privacy practices by  
 6 independent, third-party auditors for the 20-year life of the consent order.<sup>43</sup>

7       50. The FTC commenced a wide-ranging investigation into Facebook's continuing  
 8 privacy violations in March 2018, catalyzed by the revelation of Cambridge Analytica's use of data  
 9 from tens of millions of Facebook users to build voter profiles and sprawled from there.<sup>44</sup> On July  
 10 24, 2019, the FTC announced it was levying an historic **\$5 billion** penalty against Facebook  
 11 (approved by a court in 2020) for violations of the 2012 consent order, which was "the largest ever  
 12 imposed on any company for violating consumers' privacy and almost 20 times greater than the  
 13 largest privacy or data security penalty ever imposed worldwide" and "one of the largest penalties  
 14 ever assessed by the U.S. government for any violation" of any kind.<sup>45</sup>

15       51. As then-FTC Chairman Joe Simons explained, "[d]espite repeated promises to its  
 16 billions of users worldwide that they could control how their personal information is shared,  
 17 Facebook undermined consumers' choices."<sup>46</sup> Specifically, notwithstanding the 2012 consent order,  
 18 Facebook "repeatedly used deceptive disclosures and settings to undermine users' privacy  
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 21<sup>43</sup> *Id.*

22<sup>44</sup> T. Romm & C. Timberg, "FTC opens investigation into Facebook after Cambridge Analytica  
 23 scrapes millions of users' personal information," *Washington Post* (Mar. 20, 2018), available at  
 24 <https://www.washingtonpost.com/news/the-switch/wp/2018/03/20/ftc-opens-investigation-into-facebook-after-cambridge-analytica-scrapes-millions-of-users-personal-information/> (last accessed  
 25 Jan. 19, 2026).

26<sup>45</sup> Federal Trade Commission, "FTC Imposes \$5 Billion Penalty and Sweeping New Privacy  
 27 Restrictions on Facebook: FTC settlement imposes historic penalty, and significant requirements to  
 28 boost accountability and transparency" (July 24, 2019), available at <https://www.ftc.gov/news-events/news/press-releases/2019/07/ftc-imposes-5-billion-penalty-sweeping-new-privacy-restrictions-facebook> (last accessed Jan. 19, 2026).

<sup>46</sup> *Id.*

1 preferences" and "share[d] users' personal information with third party-apps that were downloaded  
 2 by the users' Facebook 'friends.'"<sup>47</sup>

3       52.     In addition to requiring Facebook to pay \$5 billion in fines, the 2019 announcement  
 4 required Facebook CEO Mark Zuckerberg (and others) to submit independently to the FTC quarterly  
 5 certifications that Facebook is compliant with the privacy program mandated by the order and  
 6 annual certifications that Facebook is in overall compliance with the order. Any false certifications  
 7 can subject the signatories to individual civil and criminal penalties.<sup>48</sup>

8       53.     Unfortunately, the FTC grossly overestimated the impact of the \$5 billion fine and  
 9 strengthened reporting requirements on trillion-dollar Meta. Indeed, the value of Facebook's stock  
 10 actually *went up* by 1% following the announcement of the \$5 billion penalty; the market—like  
 11 Facebook—realized that "despite the penalty's unprecedented size," it was "still just a drop in the  
 12 ocean compared to the gigantic amount of cash Facebook regularly produces."<sup>49</sup> Following the  
 13 announcement of the penalty, Facebook CEO Mark Zuckerberg's shares increased in value by more  
 14 than \$1 billion in just thirty minutes.<sup>50</sup>

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<sup>47</sup> *Id.*; *United States v. Facebook, Inc.*, No. 19-cv-2184, ECF No. 1, Complaint for Civil Penalties, Injunction, and Other Relief (D.D.C. July 24, 2019), available at [https://www.ftc.gov/system/files/documents/cases/182\\_3109\\_facebook\\_complaint Filed\\_7-24-19.pdf](https://www.ftc.gov/system/files/documents/cases/182_3109_facebook_complaint Filed_7-24-19.pdf) (last accessed Jan. 19, 2026).

<sup>48</sup> Federal Trade Commission, "FTC Imposes \$5 Billion Penalty and Sweeping New Privacy Restrictions on Facebook; FTC settlement imposes historic penalty, and significant requirements to boost accountability and transparency" (July 24, 2019), available at <https://www.ftc.gov/news-events/news/press-releases/2019/07/ftc-imposes-5-billion-penalty-sweeping-new-privacy-restrictions-facebook> (last accessed Jan. 19, 2026).

<sup>49</sup> R. Price, "Why Facebook's stock jumped despite facing a record-breaking \$5 billion FTC penalty: 'A slap on the wrist,'" *Business Insider* (July 12, 2019), available at <https://www.businessinsider.com/facebook-stock-rose-news-5-billion-ftc-settlement-why-critics-2019-7> (last accessed Jan. 19, 2026).

<sup>50</sup> B. Gilbert, "Mark Zuckerberg actually got \$1 billion richer following the news of Facebook's \$5 billion fine for the biggest scandal in the company's history," *Business Insider* (July 15, 2019), available at <https://www.businessinsider.com/mark-zuckerberg-net-worth-increases-after-5-billion-facebook-fine-2019-7> (last accessed Jan. 19, 2026).

1       54.    Although the FTC claimed the \$5 billion penalty was “designed . . . to change  
 2 Facebook’s entire privacy culture to decrease the likelihood of continued violations,”<sup>51</sup> as the facts  
 3 alleged in this Complaint show, Meta has not only failed to “change [its] entire privacy culture,” but  
 4 has continued full speed ahead and business-as-usual in both its violations of its users’ privacy and  
 5 its misleading claims to the public regarding privacy.

6       55.    Indeed, in May 2023, the FTC charged Meta with violations of the 2020 order that  
 7 was entered at the conclusion of the 2019 proceedings, alleging (among other things) that Meta had  
 8 “misled parents about their ability to control with whom their children communicated through its  
 9 Messenger Kids app” and “misrepresented the access it provided some app developers to private  
 10 user data.”<sup>52</sup> Once again, the FTC expressed its dismay with Meta’s behavior, with the Director of  
 11 the FTC’s Bureau of Consumer Protection stating, “Facebook has repeatedly violated its privacy  
 12 promises. . . . The company’s recklessness has put young users at risk, and Facebook needs to answer  
 13 for its failures.”<sup>53</sup> These proceedings against Meta are ongoing.

14       56.    The SEC also fined then-Facebook \$100 million for misleading the public regarding  
 15 the Cambridge Analytica scandal.<sup>54</sup> For more than two years, Facebook knew Cambridge Analytica  
 16 had actually used tens of millions of Facebook users’ data, but misrepresented the risk of misuse of  
 17 user data as a purely hypothetical occurrence in its communications to investors (and, by extension,  
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20       <sup>51</sup> Federal Trade Commission, “FTC Imposes \$5 Billion Penalty and Sweeping New Privacy  
 21 Restrictions on Facebook; FTC settlement imposes historic penalty, and significant requirements to  
 22 boost accountability and transparency” (July 24, 2019), *available at* <https://www.ftc.gov/news-events/news/press-releases/2019/07/ftc-imposes-5-billion-penalty-sweeping-new-privacy-restrictions-facebook> (last accessed Jan. 19, 2026).

23       <sup>52</sup> Federal Trade Commission, “FTC Proposes Blanket Prohibition Preventing Facebook from  
 24 Monetizing Youth Data: FTC says that the company violated 2020 privacy order; proposes new  
 25 protections for children and teens” (May 3, 2023), *available at* <https://www.ftc.gov/news-events/news/press-releases/2023/05/ftc-proposes-blanket-prohibition-preventing-facebook-monetizing-youth-data> (last accessed Jan. 19, 2026).

26       <sup>53</sup> *Id.*

27       <sup>54</sup> Securities & Exchange Commission, “Facebook to Pay \$100 Million for Misleading Investors  
 28 About the Risks It Faced From Misuse of User Data” (July 24, 2019), *available at* <https://www.sec.gov/newsroom/press-releases/2019-140> (last accessed Jan. 19, 2026).

1 the public generally).<sup>55</sup> The SEC noted “Facebook exacerbated its disclosure failures when it misled  
 2 reporters who asked the company about its investigation into Cambridge Analytica.”<sup>56</sup>

3       57.     Meta’s disregard for user privacy has also resulted in European regulators imposing  
 4 penalties against it totaling billions of dollars for its repeated violation of the General Data  
 5 Protection Regulation (“GDPR”). For example, in November 2022, the Irish Data Protection  
 6 Commission fined Meta €265 million for a massive data leak in 2021 that resulted in the data—  
 7 including mobile numbers, Facebook IDs, names, genders, locations, relationship statuses,  
 8 occupations, dates of birth, and email addresses—of 533 million Facebook users in 106 countries  
 9 worldwide appearing in a public hacking forum.<sup>57</sup> In addition to drawing the ire and penalties of  
 10 regulators, Meta’s initial decision ***not to notify impacted users individually*** was roundly condemned  
 11 by security experts because the data could be used for targeted phishing attacks and identity theft.<sup>58</sup>

12       58.     In January 2023, the Irish Data Protection Commission fined Meta €390 million for  
 13 improperly processing user data for advertising targeting purposes in violation of the GDPR.<sup>59</sup>

14       59.     Then, on May 22, 2023, the Irish Data Protection Commission, acting on findings by  
 15 the European Data Protection Board, imposed the largest GDPR fine ever issued—€1.2 billion—on  
 16  
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19       55. *Id.*

20       56. *Id.*

21       57. An Coimisiún um Chosaint Sonrai (Irish Data Protection Commission), “Data Protection  
 22 Commission announces decision in Facebook ‘Data Scraping’ Inquiry” (Nov. 28, 2022), *available*  
 23 *at* <https://www.dataprotection.ie/en/news-media/press-releases/data-protection-commission-announces-decision-in-facebook-data-scraping-inquiry#Meta> (last accessed Jan. 19, 2026); E.  
 24 Bowman, “After Data Breach Exposes 530 Million, Facebook Says It Will Not Notify Users,” *NPR*  
 25 (Apr. 9, 2021), *available at* <https://www.npr.org/2021/04/09/986005820/after-data-breach-exposes-530-million-facebook-says-it-will-not-notify-users> (last accessed Jan. 19, 2026).

26       58. *Id.*; *Sec. Mag.*, “Facebook breach exposes 533 million users” (Apr. 6, 2021), *available at*  
 27 <https://www.securitymagazine.com/articles/94962-facebook-breach-exposes-533-million-users>  
 28 (last accessed Jan. 19, 2026).

27       59. An Coimisiún um Chosaint Sonrai (Irish Data Protection Commission), “Data Protection  
 28 Commission announces conclusion of two inquiries into Meta Ireland” (Jan. 4, 2023), *available at*  
<https://www.dataprotection.ie/en/news-media/data-protection-commission-announces-conclusion-two-inquiries-meta-ireland#Meta> (last accessed Jan. 19, 2026).

1 Meta's Irish subsidiary for "systematic, repetitive and continuous" illegal transfers of the personal  
 2 data of millions of European users to the United States.<sup>60</sup>

3       60.     On September 27, 2024, the Irish Data Protection Commission fined Meta €91  
 4 million for storing user passwords in plain text ***without encryption or other protective measures.***<sup>61</sup>  
 5 As the Data Protection Deputy Commissioner noted, "It is widely accepted that user passwords  
 6 should not be stored in plaintext, considering the risks of abuse that arise from persons accessing  
 7 such data. It must be borne in mind, that the passwords the subject of consideration in this case, are  
 8 particularly sensitive, as they would enable access to users' social media accounts."<sup>62</sup> Notably,  
 9 although the violation was self-reported by Meta in 2019, regulators reprimanded Meta's Irish  
 10 subsidiary for failing to report and document the violation appropriately.<sup>63</sup> According to one  
 11 Facebook source, between 200 million and 600 million users' account passwords were plaintext  
 12 searchable by more than 20,000 Facebook employees, and some 2,000 engineers and developers  
 13 made approximately nine million internal queries for data elements that contained plain text user  
 14 passwords during the time the passwords were mishandled.<sup>64</sup>

15       61.     Yet again, on December 17, 2024, the Irish Data Protection Commission imposed an  
 16 additional €251 million fine on Meta for a 2018 data breach compromising data including the full  
 17 names, email addresses, phone numbers, locations, places of work, dates of birth, religions, genders,  
 18 timeline posts, group memberships, and children's personal data of approximately 29 million users,  
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20       <sup>60</sup> European Data Protection Board, "1.2 billion euro fine for Facebook as a result of EDPB binding  
 21 decision" (May 22, 2023), *available at* [https://www.edpb.europa.eu/news/news/2023/12-billion-euro-fine-facebook-result-edpb-binding-decision\\_en](https://www.edpb.europa.eu/news/news/2023/12-billion-euro-fine-facebook-result-edpb-binding-decision_en) (last accessed Jan. 19, 2026).

22       <sup>61</sup> An Coimisiún um Chosaint Sonrai (Irish Data Protection Commission), "Irish Data Protection  
 23 Commission fines Meta €91 million" (Sept. 27, 2024), *available at* <https://www.dataprotection.ie/en/news-media/press-releases/DPC-announces-91-million-fine-of-Meta#Meta> (last accessed Jan. 19, 2026).

25       <sup>62</sup> *Id.*

26       <sup>63</sup> *Id.*

27       <sup>64</sup> B. Krebs, "Facebook Stored Hundreds of Millions of User Passwords in Plain Text for Years"  
 28 (Mar. 21, 2019), *Krebs on Security*, *available at* <https://krebsonsecurity.com/2019/03/facebook-stored-hundreds-of-millions-of-user-passwords-in-plain-text-for-years/> (last accessed Jan. 19, 2026).

1 including three million users in Europe.<sup>65</sup> Once again, the Data Protection Commission reprimanded  
 2 Meta for failing to document and make a full disclosure to the Commission regarding the breach.<sup>66</sup>  
 3 The Deputy Commission noted the severity and dangers of the breach: “[F]ailure to build in data  
 4 protection requirements . . . can expose individuals to very serious risks and harms, including a risk  
 5 to the fundamental rights and freedoms of individuals. Facebook profiles can, and often do, contain  
 6 information about matters such as religious or political beliefs, sexual life or orientation, and similar  
 7 matters that a user may wish to disclose only in particular circumstances.”<sup>67</sup>

8       62.   These examples of regulatory penalties are merely representative and not exhaustive  
 9 (even for Europe/Ireland). Yet they reveal a pattern of misconduct: Meta violates or disregards user  
 10 privacy, fails to disclose or document the full extent of the problem, receives its “punishment” from  
 11 regulators in the form of fines that—even at hundreds of millions of dollars or euros—barely register  
 12 on Meta’s balance sheet. Then, Meta continues violating users’ privacy—business as usual.

13       63.   Aside from privacy violations, on May 18, 2017, European regulators also fined  
 14 then-Facebook for providing “incorrect or misleading information” during European review of  
 15 Facebook’s acquisition of WhatsApp in 2014.<sup>68</sup> Specifically, Facebook assured regulators that any  
 16 technical integration of Facebook and WhatsApp users’ accounts could not be accomplished  
 17 reliably.<sup>69</sup> Yet in 2016, when WhatsApp announced changes to its Terms of Service and Privacy  
 18 Policy, it expressly included the possibility of linking WhatsApp users’ phone numbers with  
 19 Facebook user identities—precisely what Facebook had assured European regulators it could not

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 21  
 22       <sup>65</sup> An Coimisiún um Chosaint Sonraí (Irish Data Protection Commission), “Irish Data Protection  
 23 Commission fines Meta €251 million” (Dec. 17, 2024), available at  
<https://www.dataprotection.ie/en/news-media/press-releases/irish-data-protection-commission-fines-meta-eu251-million> (last accessed Jan. 19, 2026).

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 25       <sup>66</sup> *Id.*

26       <sup>67</sup> *Id.*

27       <sup>68</sup> European Commission, “Mergers: Commission fines Facebook €110 million for providing  
 28 misleading information about WhatsApp takeover” (May 17, 2017), available at  
[https://ec.europa.eu/commission/presscorner/detail/en/ip\\_17\\_1369](https://ec.europa.eu/commission/presscorner/detail/en/ip_17_1369) (last accessed Jan. 19, 2026).

29       <sup>69</sup> *Id.*

1 do.<sup>70</sup> Although the European Commission did not take steps to unwind the long-closed merger, it  
 2 fined Facebook, finding that contrary to Facebook's statements to regulators during the merger  
 3 review process, "the technical possibility of automatically matching Facebook and WhatsApp users'  
 4 identities already existed in 2014, and that Facebook staff were aware of such a possibility."<sup>71</sup>  
 5 Accordingly, Meta's and WhatsApp's false claims they cannot access WhatsApp users' encrypted  
 6 communications are not the first time Meta has misrepresented its technical capabilities with respect  
 7 to WhatsApp users' data to get what it wanted.

8       64.     At the same time regulators have been reprimanding and fining Meta for its repeated  
 9 privacy violations and failures to safeguard users' information, Meta has downsized several of the  
 10 very business units charged with user protection. For example, Meta recently laid off more than 100  
 11 people in its risk review organization, which includes the employees responsible for making sure  
 12 Meta's platforms comply with its obligations under the FTC consent order and privacy requirements  
 13 imposed by regulatory bodies worldwide.<sup>72</sup> Meta employees described the layoffs "as a 'gutting' of  
 14 the workers in the department who review projects at Meta for privacy and integrity risks."<sup>73</sup>  
 15 According to Meta insiders, "Meta executives have become frustrated with the pace of product  
 16 development," and "[o]ne division holding things up—by design—was the company's risk  
 17 organization."<sup>74</sup> Although Meta claims the layoffs reflect a transition to automated processes that  
 18 will be superior to manual review, "[c]urrent and former employees in the risk organization said  
 19 they were skeptical that replacing [the laid-off employees] with automated systems would be as  
 20 effective, particularly around issues as sensitive as user privacy."<sup>75</sup>

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 70 *Id.*

23  
 71 *Id.*

24       72 M. Isaac & E. Tan, "Meta Layoffs Included Employees Who Monitored Risks to User Privacy,"  
 25     *New York Times* (Oct. 23, 2025), available at  
 26     <https://www.nytimes.com/2025/10/23/technology/meta-layoffs-user-privacy.html> (last accessed  
 27     Jan. 19, 2026).

28  
 73 *Id.*

74 *Id.*

75 *Id.*

1       65. Meta also has a prolific track record of deceiving the public. In addition to its  
 2 concealment of the Cambridge Analytica scandal and its repeated censure by European regulators  
 3 for its privacy and disclosure failures, Meta has come under fire for its concealment and  
 4 misrepresentation of information regarding risks posed by its platforms. As but one example, former  
 5 Facebook employee and whistleblower Frances Haugen's 2021 disclosure of "The Facebook  
 6 Papers" revealed that Meta had conducted internal research regarding the negative impact of  
 7 Instagram on teenage mental health (concluding, for example, that "[w]e [Facebook-owned  
 8 Instagram] make body image issues worse for one in three teen girls"), yet concealed these findings  
 9 from regulators and the public while downplaying these risks to the public.<sup>76</sup> Meta reportedly  
 10 abandoned a research project into the effects of a Facebook/Instagram hiatus after data suggested  
 11 users benefited. One Meta employee warned Meta's concealment of its research findings could be  
 12 likened to the tobacco industry's concealment of negative research findings relating to the dangers  
 13 of cigarettes.<sup>77</sup>

14       66. According to filings in a recent multi-district litigation against Meta by parents,  
 15 children, school districts, and state attorneys general, Meta "was aware that millions of adult  
 16 strangers were contacting minors on its sites; that its products exacerbated mental health issues in  
 17 teens; and that content related to eating disorders, suicide, and child sexual abuse was frequently  
 18 detected, yet rarely removed," but Meta failed to disclose these dangers to the public or to  
 19 Congress.<sup>78</sup> In fact, when the Senate Judiciary Committee asked Meta in written questions in  
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21       76 S. Ramachandran, "Whistleblower's testimony has resurfaced Facebook's Instagram problem,"  
 22 *NPR* (Oct. 5, 2021), *available at* <https://www.npr.org/2021/10/05/1043194385/whistleblowers-testimony-facebook-instagram> (last accessed Jan. 19, 2026); J. Wakefield, "Facebook under fire  
 23 over secret teen research," *BBC* (Sept. 15, 2021), *available at* <https://www.bbc.com/news/technology-58570353> (last accessed Jan. 19, 2026); C. Duffy, "Lawsuit  
 24 alleges social media giants buried their own research on teen mental health harms," *CNN* (Nov. 26,  
 25 2025), *available at* <https://www.cnn.com/2025/11/25/tech/social-media-youth-mental-health-lawsuit-meta-tiktok-snap-youtube> (last accessed Jan. 19, 2026).

26       77 *Id.*

27       78 C. Alter, "Court Filings Allege Meta Downplayed Risks to Children and Misled the Public,"  
 28 *Time* (Nov. 22, 2025), *available at* <https://time.com/7336204/meta-lawsuit-files-child-safety/> (last accessed Jan. 19, 2026).

1 December 2020 whether it could “determine whether increased use of its platform among teenage  
 2 girls has any correlation with increased signs of depression” and “increased signs of anxiety,” the  
 3 company answered simply “No.”<sup>79</sup>

4       67.     On November 14, 2023, a bipartisan group of United States Senators sent a letter to  
 5 Meta CEO Mark Zuckerberg accusing Meta of misleading Congress.<sup>80</sup> According to these Senators,  
 6 “Meta’s representations to the public and in response to Congressional inquiries concealed and  
 7 misrepresented its extensive knowledge about the threats to young people on its platforms.”<sup>81</sup> They  
 8 also stated: “Members of Congress have repeatedly asked Meta for information on its awareness of  
 9 threats to young people on its platforms and the measures that it has taken, only to be stonewalled  
 10 and provided non-responsive or misleading information. . . . Rather than act on these stunning  
 11 findings, Meta hid this information from the public and Congressional oversight while providing  
 12 misleading statistics, ignoring recommendations to protect teens, and even rolling back safety  
 13 tools.”<sup>82</sup> That Meta is misleading the public, the U.S. Congress, and regulators worldwide regarding  
 14 the extensive evidence of the risks its platforms pose to teens is consistent with what one  
 15 whistleblower described as Meta’s fostered culture of “see no evil, hear no evil.”<sup>83</sup>

16       68.     Meta’s documented misrepresentations are not limited to risks to youth posed by its  
 17 platforms. Meta has also recently come under fire for misrepresenting its activities in China and

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 20 \_\_\_\_\_  
 21 <sup>79</sup> *Id.*

22       21 Office of Senator Dick Durbin (R.-Ill.), “Durbin, Blumenthal, Bipartisan Group of Senators  
 23 Demand Documents from Mark Zuckerberg After Newly Unsealed Court Filing Alleges Meta Hid  
 24 Evidence of Harms to Kids: Newly unsealed disclosures suggest Meta executives’ direct knowledge  
 25 of the harms of its product & concealment from Congress and the public, supporting whistleblower  
 26 Arturo Béjar’s testimony to the Senate Judiciary Committee” (Nov. 15, 2023), *available at*  
 27 <https://www.durbin.senate.gov/newsroom/press-releases/durbin-blumenthal-bipartisan-group-of-senators-demand-documents-from-mark-zuckerberg-after-newly-unsealed-court-filing-alleges-meta-hid-evidence-of-harms-to-kids> (last accessed Jan. 19, 2026).

28       26 <sup>81</sup> *Id.*

27       27 <sup>82</sup> *Id.*

28       28 <sup>83</sup> D. Kerr, “Meta failed to address harm to teens, whistleblower testifies as senators vow action,”  
 29 *NPR* (Nov. 7, 2023), *available at* <https://www.npr.org/2023/11/07/1211339737/meta-failed-to-address-harm-to-teens-whistleblower-testifies-as-senators-vow-act> (last accessed Jan. 19, 2026).

sharing certain user data with the Chinese Communist Party following the release of former Meta employee Sarah Wynn-Williams' best-selling, revealing memoir, *Careless People*.<sup>84</sup>

3       69.     As one Republican U.S. Senator said of Mark Zuckerberg's testimony over the  
4 course of multiple Congressional hearings, "[e]very time it's a different answer. Every time it's a  
5 different façade. . . . But every time the one consistent through-line is every time it's something  
6 misleading. Every time is something other than the truth."<sup>85</sup>

7       70.     The pattern is clear: Meta consistently prioritizes profit over the privacy and safety  
8 of its users and is willing to lie to achieve its priorities. Because even record-breaking fines imposed  
9 by regulators are essentially rounding errors to Meta’s bottom line, Meta’s conduct continues  
10 undeterred and unabated, as evidenced by Meta’s brazen willingness to mislead WhatsApp users  
11 regarding its and WhatsApp’s ability to access users’ encrypted communications.

## **CLASS ACTION ALLEGATIONS**

13       71. Class: Plaintiffs seek to represent the following Class of similarly situated  
14 individuals defined as follows:

15 All WhatsApp users, excluding residents of the United States,  
16 Canada, Andorra, Austria, Azores, Belgium, Bulgaria, Canary  
17 Islands, Channel Islands, Croatia, Czech Republic, Denmark, Estonia,  
18 Finland, France, French Guiana, Germany, Gibraltar, Greece,  
19 Guadeloupe, Hungary, Iceland, Ireland, Isle of Man, Italy, Latvia,  
20 Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Martinique,  
Mayotte, Monaco, Netherlands, Norway, Poland, Portugal, Republic  
of Cyprus, Réunion, Romania, San Marino, Saint-Martin, Slovakia,  
Slovenia, Spain, Sweden, Switzerland, the United Kingdom, United  
Kingdom sovereign bases in Cyprus (Akrotiri and Dhekelia), and  
Vatican City, who between April 5, 2016 and the present sent or  
received any communications via WhatsApp.

22       72. Excluded from the Class are Defendants, any affiliate, parent, or subsidiary of  
23 Defendants; any entity in which any Defendant has a controlling interest; any officer, director, or  
employee of any Defendant; any successor or assign of any Defendant; anyone employed by counsel

<sup>26</sup> 84 K. Collier, “Senators vow to continue probe of Meta over its China record after ex-employee testifies,” *NBC News* (Apr. 9, 2025), available at <https://www.nbcnews.com/tech/social-media/facebook-meta-whistleblower-senate-video-book-careless-people-rcna200517> (last accessed Jan. 19, 2026).

28 | 85 *Id.*

1 in this action; any judge to whom this case is assigned, his or her spouse and immediate family  
 2 members; and members of the judge's staff.

3       73.     Numerosity (Rule 23(a)(1)): Members of the Class are so numerous that joinder of  
 4 all members would be unfeasible and not practicable. The exact number of members of the Class is  
 5 unknown to Plaintiffs at this time. However, it is estimated that there are at least three billion  
 6 individual members of the class. The identity of such membership is readily ascertainable from  
 7 Defendants' records, including from Meta's and WhatsApp's records of WhatsApp account holders.

8       74.     Typicality (Rule 23(a)(3)): Plaintiffs' claims are typical of the claims of the Class.  
 9 Plaintiffs, like all Class Members, each have used WhatsApp on one or more occasions between  
 10 April 5, 2016 and the present, and had their private encrypted communications subjected to access  
 11 by WhatsApp and Meta.

12       75.     Adequacy (Rule 23(a)(4)): Plaintiffs are fully prepared to take all necessary steps to  
 13 represent fairly and adequately the interests of the Class. Plaintiffs' interests are coincident with,  
 14 and not antagonistic to, those of other Class Members. Plaintiffs are represented by attorneys with  
 15 experience in the prosecution of class action litigation generally and in the field of digital privacy  
 16 litigation specifically. Plaintiffs' attorneys are committed to vigorously prosecuting this action on  
 17 behalf of all Class Members.

18       76.     Commonality (Rule 23(a)(2)): Questions of law and fact are common to the members  
 19 of the Class because Defendants have acted on grounds generally applicable to the Class. Such  
 20 generally applicable conduct is inherent in Defendants' wrongful conduct. Questions of law and fact  
 21 common to the Class include, *inter alia*:

- 22           •     Whether Defendants intercepted users' WhatsApp communications;
- 23           •     Whether Defendants' interception of users' WhatsApp communications was  
 24 intentional;
- 25           •     Whether Defendants' interception of users' WhatsApp communications occurred  
 26 while those communications were in transit;
- 27           •     Whether Defendants store users' WhatsApp communications;

1           •     Whether Defendants' interception and storage of users' WhatsApp communications  
2 was contrary to its privacy promises;

3           •     Whether Defendants can access the contents of users' WhatsApp communications;

4           •     Whether Defendants used the contents of users' WhatsApp communications;

5           •     Whether Plaintiffs and Class Members had a reasonable expectation of privacy in  
6 their WhatsApp communications;

7           •     Whether Defendants' interception and storage of users' WhatsApp communications  
8 was highly offensive to a reasonable person;

9           •     Whether Defendants' interception and storage of users' WhatsApp communications  
10 was unfair;

11           •     Whether and to what extent Defendants were unjustly enriched through their  
12 unlawful conduct;

13           •     Whether Plaintiffs and Class Members are entitled to declaratory and/or injunctive  
14 relief to enjoin the unlawful conduct alleged herein.

15       77.    Predominance & Superiority (Rule 23(b)(3)): In addition to satisfying the  
16 prerequisites of Rule 23(a), Plaintiffs satisfy the requirements for maintaining a class action under  
17 Rule 23(b)(3). Common questions of law and fact predominate over any questions affecting only  
18 individual Class Members, and a class action is superior to individual litigation and all other  
19 available methods for the fair and efficient adjudication of this controversy. The amount of damages  
20 available to individual Plaintiffs is insufficient to make litigation addressing Defendants' conduct  
21 economically feasible in the absence of the class action procedure. Individualized litigation also  
22 presents a potential for inconsistent or contradictory judgments, and increases the delay and expense  
23 presented by the complex legal and factual issues of the case to all parties and court systems around  
24 the world. By contrast, the class action device presents far fewer management difficulties and  
25 provides the benefits of a single adjudication, economy of scale, and comprehensive supervision by  
26 a single court.

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1       78.     Injunctive Relief (Rule 23(b)(2)): Defendants have acted on grounds that apply  
2 generally to the Class as a whole, such that class certification, injunctive relief, and declaratory relief  
3 are appropriate on a class-wide basis.

## **CAUSES OF ACTION**

**FIRST CAUSE OF ACTION**

## **Violation of the Wiretap Act: Unauthorized Interception of Electronic Communications 18 U.S.C. § 2510, *et seq.***

79. Plaintiffs hereby incorporate all other paragraphs as if fully stated herein.

9       80. The Federal Wiretap Act, as amended by the Electronic Communications Privacy  
0       Act, prohibits the intentional interception of the contents of any wire, oral, or electronic  
1       communication through the use of a device. 18 U.S.C. §§ 2510, 2511.

81. The Wiretap Act protects both the sending and receipt of communications.

3 82. 18 U.S.C. § 2520(a) provides a private right of action to any person whose wire, oral,  
or electronic communication is intercepted.

5 83. Defendants intentionally intercepted the electronic communications of Plaintiffs and  
6 other WhatsApp users by intercepting their WhatsApp messages. On information and belief,  
7 Defendants are aware that they are intercepting WhatsApp messages and have taken no remedial  
action.

9       84. The transmission of WhatsApp messages between Plaintiffs and other WhatsApp  
10      users were “transfer[s] of signs, signals, writing, images, sounds, data, or intelligence . . . transmitted  
11      in whole or in part by a wire, radio, electromagnetic, photoelectronic or photooptical system that  
12      affects interstate or foreign commerce[,]” and are therefore “electronic communications” within the  
13      meaning of 18 U.S.C. § 2510(12).  
14

24 85. Defendants' interception of Plaintiffs' communications was done  
25 contemporaneously with the Plaintiffs' sending and receipt of those communications. On  
26 information and belief, Plaintiffs' and other WhatsApp users' WhatsApp messages were intercepted  
by Defendants essentially in real time, as soon as they were sent.

86. The intercepted communications include substantially all WhatsApp messages for substantially all WhatsApp users.

87. The following constitute “devices” within the meaning of 18 U.S.C. § 2510(5):

- a. Plaintiffs' and Class Members' electronic devices on which the WhatsApp application was installed;
- b. The WhatsApp application;
- c. Defendants' web servers;
- d. The computer code deployed by Defendants to effectuate their interception of Plaintiffs' and Class Members' WhatsApp messages.

88. Defendants are not parties to Plaintiffs' communications with other WhatsApp users.

11       89. Defendants received the “contents” of Plaintiffs’ electronic communications with  
12 other WhatsApp users because they received the full text of Plaintiffs’ WhatsApp messages, which  
13 constitute the “substance, purport or meaning of th[ose] communication[s]” within the meaning of  
14 18 U.S.C. § 2510(8).

15 90. Defendants' interception of Plaintiffs' WhatsApp messages occurred in the United  
16 States.

17       91. Plaintiffs did not consent to Defendants' acquisition of the contents of their  
18 WhatsApp messages with other WhatsApp users. For example, WhatsApp expressly promised in its  
19 Privacy Policy that “[w]e offer end-to-end encryption for our Services[,]” which “means that your  
20 messages are encrypted to protect against us and third parties from reading them.”<sup>86</sup> It also claimed  
21 on its website that “all your personal messages stay between you and who you send them to—no  
22 one else, not even WhatsApp (or Meta), can read, listen to, or share them.”<sup>87</sup>

23       92.      The surreptitious interception of Plaintiffs' WhatsApp messages was not done in the  
24 "ordinary course" of Defendants' business within the meaning of 18 U.S.C. § 2510(5)(a). As

<sup>86</sup> WhatsApp, “WhatsApp Privacy Policy” (effective Jan. 4, 2021), available at <https://www.whatsapp.com/legal/privacy-policy> (last accessed Jan. 19, 2026).

<sup>87</sup> WhatsApp, “Does WhatsApp collect or sell your data?”, available at [https://faq.whatsapp.com/2779769622225319/?helpref=hc\\_fnav](https://faq.whatsapp.com/2779769622225319/?helpref=hc_fnav) (last accessed Jan. 19, 2026).

1 explained, this interception was directly contrary to Defendants' representations about their  
2 treatment of WhatsApp users' messages.

3       93. The surreptitious interception of Plaintiffs' WhatsApp messages was not done in the  
4 "normal course" of Defendants' officers', employees', or agents' employment, was not a "necessary  
5 incident to the rendition" of WhatsApp's electronic communications service, and was not done for  
6 the purpose of "mechanical or service quality control checks" within the meaning of 18 U.S.C.  
7 § 2511(2)(a)(i). Defendants' interceptions are contrary to their representations about their treatment  
8 of WhatsApp users' messages, are for their own benefit, and are unrelated to providing WhatsApp  
9 users with the ability to send and receive WhatsApp messages.

94. The surreptitious interception of Plaintiffs' WhatsApp messages was not done for  
"the protection of the rights or property" of Defendants within the meaning of 18 U.S.C.  
§ 2511(2)(a)(i).

13        95.     As a result of the above actions and pursuant to 18 U.S.C. § 2520(b), the Court may  
14 provide injunctive and declaratory relief; assess as damages the greater of the sum of the actual  
15 damages suffered by Plaintiffs and any profits made by Defendants as a result of the violation, or  
16 statutory damages of whichever is the greater of \$100 a day for each day of violation or \$10,000;  
17 punitive damages in an amount to be determined by a jury, but sufficient to prevent the same or  
18 similar conduct by Defendants in the future; and reasonable attorneys' fees and other litigation costs  
19 reasonably incurred.

## **SECOND CAUSE OF ACTION**

**Violation of the California Comprehensive Computer Data Access and Fraud Act  
Cal. Penal Code § 502, *et seq.***

96. Plaintiffs hereby incorporate all other paragraphs as if fully stated herein.

97. Cal. Penal Code § 502(j) provides: "For purposes of bringing a civil or a criminal  
action under this section, a person who causes, by any means, the access of a computer, computer  
system, or computer network in one jurisdiction from another jurisdiction is deemed to have  
personally accessed the computer, computer system, or computer network in each jurisdiction."

1 Smart phone devices with the capability of using web browsers are “computers” within the meaning  
2 of the statute.

3       98. Defendants violated Cal. Penal Code § 502(c)(1) by knowingly and without  
4 permission accessing and using Plaintiffs’ and Class Members’ private WhatsApp messages in order  
5 to execute a scheme to deceive or defraud consumers by claiming that Defendants cannot read and  
6 do not store users’ WhatsApp messages, when in fact Defendants have intercepted and made copies  
7 of substantially all WhatsApp users’ private messages.

8       99. Defendants violated Cal. Penal Code § 502(c)(2) by knowingly accessing and  
9 without permission taking, copying, and using Plaintiffs’ and the Class Members’ private WhatsApp  
10 messages.

11       100. Defendants violated Cal. Penal Code § 502(c)(6) by knowingly and without  
12 permission providing, or assisting in providing, a means of accessing Plaintiffs’ and Class Members’  
13 computer systems and/or computer networks.

14       101. Defendants violated Cal. Penal Code § 502(c)(7) by knowingly and without  
15 permission accessing, or causing to be accessed, Plaintiffs’ and Class Members’ computer systems  
16 and/or computer networks.

17       102. Pursuant to Cal. Penal Code § 502(b)(12) a “Computer contaminant” is defined as  
18 “any set of computer instructions that are designed to . . . record, or transmit information within a  
19 computer, computer system, or computer network without the intent or permission of the owner of  
20 the information.”

21       103. Defendants violated Cal. Penal Code § 502(c)(8) by knowingly introducing a  
22 computer contaminant into Plaintiffs’ and the Class Members’ mobile devices; specifically, the code  
23 used in the WhatsApp application that Defendants deployed to effectuate their interception, copying,  
24 and storage of Plaintiffs’ and the Class Members’ WhatsApp messages.

25       104. Defendants accessed, copied, took, analyzed, and used data from Plaintiffs’ and  
26 Class Members’ computers in and from the State of California, where Defendants: (1) have their  
27 principal place of business; (2) used servers that provided communication links between Plaintiffs’  
28 and Class Members’ computers and Defendants, which allowed Defendants to access and obtain

1 Plaintiffs' and Class Members' data; and (3) designed and contrived their scheme to deploy  
2 computer code to effectuate their interception of Plaintiffs' WhatsApp messages. Accordingly,  
3 Defendants caused the access of Plaintiffs' and Class Members' computers from California, and are  
4 therefore deemed to have accessed Plaintiffs' and Class Members' computers in California. In  
5 addition, Defendants have adopted California substantive law to govern their relationship with  
6 WhatsApp users.

7 105. As a direct and proximate result of Defendants' unlawful conduct under California  
8 Penal Code § 502, Defendants have caused loss to Plaintiffs and Class Members and have been  
9 unjustly enriched in an amount to be proven at trial. Despite Defendants' false representations to the  
10 contrary, Defendants effectively charged Plaintiffs, Class Members, and other consumers, and  
11 Defendants were unjustly enriched, by acquiring their sensitive, private, and valuable WhatsApp  
12 messages without permission and using them for Defendants' own commercial benefit.

13 106. Plaintiffs and the Class Members seek compensatory damages, in an amount to be  
14 proven at trial, and declaratory or other equitable relief, pursuant to Cal. Penal Code § 502(e)(1).

15 107. Plaintiffs and the Class Members are entitled to punitive or exemplary damages  
16 pursuant to Cal. Penal Code § 502(e)(4) because Defendants' violations were willful and, upon  
17 information and belief, Defendants are guilty of oppression, fraud, or malice as defined in Cal. Civil  
18 Code § 3294.

19       108. Plaintiffs and the Class Members are also entitled to recover their reasonable  
20 attorneys' fees pursuant to California Penal Code § 502(e)(2).

### **THIRD CAUSE OF ACTION**

## Violation of the California Invasion of Privacy Act Cal. Penal Code § 630, *et seq.*

109. Plaintiffs hereby incorporate all other paragraphs as if fully stated herein.

24        110. The California Invasion of Privacy Act (“CIPA”) is codified at Cal. Penal Code  
25        §§ 630 to 638. The Act begins with its statement of purpose:

26 The Legislature hereby declares that advances in science and  
27 technology have led to the development of new devices and  
28 techniques for the purpose of eavesdropping upon private  
communications and that the invasion of privacy resulting from the

1 continual and increasing use of such devices and techniques has  
 2 created a serious threat to the free exercise of personal liberties and  
 cannot be tolerated in a free and civilized society.

3 Cal. Penal Code § 630.

4 111. California Penal Code § 631(a) provides, in pertinent part:

5 Any person who, by means of any machine, instrument, or  
 6 contrivance, or in any other manner, intentionally taps, or makes any  
 unauthorized connection, whether physically, electrically,  
 7 acoustically, inductively, or otherwise, with any telegraph or  
 telephone wire, line, cable, or instrument, including the wire, line,  
 8 cable, or instrument of any internal telephonic communication  
 system, or who willfully and without the consent of all parties to the  
 communication, or in any unauthorized manner, reads, or attempts to  
 9 read, or to learn the contents or meaning of any message, report, or  
 communication while the same is in transit or passing over any wire,  
 10 line, or cable, or is being sent from, or received at any place within  
 this state; or who uses, or attempts to use, in any manner, or for any  
 11 purpose, or to communicate in any way, any information so obtained,  
 or who aids, agrees with, employs, or conspires with any person or  
 12 persons to lawfully do, or permit, or cause to be done any of the acts  
 or things mentioned above in this section, is punishable by a fine not  
 13 exceeding two thousand five hundred dollars . . . .

14 112. California Penal Code § 632(a) provides, in pertinent part:

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

19 113. Under either section of the CIPA, a defendant must show it had the consent of all  
 20 parties to a communication.

21 114. Defendants have their principal place of business in California and designed and  
 22 contrived their scheme to deploy computer code to effectuate their interception of Plaintiffs'  
 23 WhatsApp messages in California. Defendants have adopted California substantive law to govern  
 24 their relationship with WhatsApp users.

25 115. At all relevant times, Defendants' interception of the Plaintiffs' and Class Members'  
 26 private WhatsApp messages was without authorization and consent from the Plaintiffs (and Class  
 27 Members). The interceptions by Defendants in the aforementioned circumstances were unlawful  
 28 and tortious.

1       116. The following items constitute “machine[s], instrument[s], or contrivance[s]” under  
 2 the CIPA, and even if they do not, Defendants’ scheme that facilitated its interceptions falls under  
 3 the broad statutory catch-all category of “any other manner”:

4           a. Plaintiffs’ and Class Members’ electronic devices on which the WhatsApp  
 5 application was installed;  
 6           b. The WhatsApp application;  
 7           c. Defendants’ web servers;  
 8           d. The computer code deployed by Defendants to effectuate their interception  
 9           of Plaintiffs’ and Class Members’ WhatsApp messages.

10       117. Defendants tapped or made an unauthorized connection with Plaintiffs’ and Class  
 11 Members’ telephones through Defendants’ use of computer code within the WhatsApp application,  
 12 which secretly intercepted Plaintiffs’ and Class Members’ private WhatsApp messages. The  
 13 WhatsApp application requires that users enter a cellular telephone number in order to register to  
 14 use the application.

15       118. Defendants’ non-consensual interception of Plaintiffs’ and Class Members’  
 16 WhatsApp messages was designed to learn the contents of those communications, and occurred  
 17 while Plaintiffs’ and Class Members’ communications were in transit. Plaintiffs’ and Class  
 18 Members’ private WhatsApp messages were available for Defendants and their agents to read or  
 19 review essentially in real time.

20       119. The data collected by Defendants constituted “confidential communications,” as that  
 21 term is used in Section 632, because Plaintiffs and Class Members had objectively reasonable  
 22 expectations of privacy in their private WhatsApp messages. WhatsApp expressly promised in its  
 23 Privacy Policy that “[w]e offer end-to-end encryption for our Services[,]” which “means that your  
 24 messages are encrypted to protect against us and third parties from reading them.”<sup>88</sup> It also claimed  
 25  
 26  
 27

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28       <sup>88</sup> WhatsApp, “WhatsApp Privacy Policy” (effective Jan. 4, 2021), *available at* <https://www.whatsapp.com/legal/privacy-policy> (last accessed Jan. 19, 2026).

on its website that “all your personal messages stay between you and who you send them to—no one else, not even WhatsApp (or Meta), can read, listen to, or share them.”<sup>89</sup>

3       120. Plaintiffs and Class Members have suffered loss by reason of these violations,  
4 including, but not limited to, violation of their rights to privacy and loss of value in their personally  
5 identifiable information.

6       121. Pursuant to California Penal Code § 637.2, Plaintiffs and Class Members have been  
7       injured by the violations of California Penal Code §§ 631 and 632, and each seek damages for the  
8       greater of \$5,000 per violation or three times the amount of actual damages, as well as injunctive  
9       relief.

## **FOURTH CAUSE OF ACTION**

## **Invasion of Privacy**

122. Plaintiffs hereby incorporate all other paragraphs as if fully stated herein.

123. The right to privacy in California's Constitution creates a right of action against  
4 private entities such as Defendants.

124. Plaintiffs' and Class Members' expectation of privacy is deeply enshrined in  
6 California's Constitution. Article I, section 1 of the California Constitution provides: "All people  
7 are by nature free and independent and have inalienable rights. Among these are enjoying and  
8 defending life and liberty, acquiring, possessing, and protecting property, and pursuing and  
9 obtaining safety, happiness, and privacy."

125. The phrase “and privacy” was added in 1972 after voters approved a proposed  
1 legislative constitutional amendment designated as Proposition 11. Critically, the argument in favor  
2 of Proposition 11 reveals that the legislative intent was to curb businesses’ control over the  
3 unauthorized collection and use of consumers’ personal information, stating:

The right of privacy is the right to be left alone... It prevents government and business interests from collecting and stockpiling unnecessary information about us and from misusing information gathered for one purpose in order to serve other purposes or to embarrass us. Fundamental to our privacy is the ability to control

<sup>89</sup> WhatsApp, “Does WhatsApp collect or sell your data?”, available at [https://faq.whatsapp.com/2779769622225319/?helpref=hc\\_fnav](https://faq.whatsapp.com/2779769622225319/?helpref=hc_fnav) (last accessed Jan. 19, 2026).

1 circulation of personal information. This is essential to social  
 2 relationships and personal freedom.<sup>90</sup>

3 126. The principal purpose of this constitutional right was to protect against unnecessary  
 4 information gathering, use, and dissemination by public and private entities, including Defendants.

5 127. To plead a California constitutional privacy claim, a plaintiff must show (1) a legally  
 6 protected privacy interest; (2) a reasonable expectation of privacy under the circumstances; and (3)  
 7 conduct by the defendant constituting a serious invasion of privacy.

8 128. As described herein, Defendants have intruded upon the following legally protected  
 9 privacy interests:

10 a. The Federal Wiretap Act as alleged herein;  
 11 b. The California Invasion of Privacy Act as alleged herein;  
 12 c. The California Constitution, which guarantees the right to privacy;  
 13 d. WhatsApp's Privacy Policy and policies referenced therein and other public  
 14 promises it made not to intercept or store the Plaintiffs' and Class Members'  
 15 WhatsApp messages.

16 129. Plaintiffs and Class Members had a reasonable expectation of privacy under the  
 17 circumstances in that Plaintiffs and Class Members could not reasonably expect Defendants would  
 18 commit acts in violation of federal and state civil and criminal laws; and WhatsApp affirmatively  
 19 promised users (including Plaintiffs and Class Members) that their messages were end-to-end  
 20 encrypted, which "means that your messages are encrypted to protect against us and third parties  
 21 from reading them."<sup>91</sup> It also claimed on its website that "all your personal messages stay between  
 22 you and who you send them to—no one else, not even WhatsApp (or Meta), can read, listen to, or  
 23 share them."<sup>92</sup> WhatsApp's website also asserted that WhatsApp "does not store messages once they

24  
 25 <sup>90</sup> UC Law SF Scholarship Repository, 1972 "Right of Privacy" Ballot Proposition, *available at* [https://repository.uclawsf.edu/cgi/viewcontent.cgi?article=1761&context=ca\\_ballot\\_props](https://repository.uclawsf.edu/cgi/viewcontent.cgi?article=1761&context=ca_ballot_props) (last accessed Jan. 19, 2026).

26  
 27 <sup>91</sup> WhatsApp, "WhatsApp Privacy Policy" (effective Jan. 4, 2021), *available at* <https://www.whatsapp.com/legal/privacy-policy> (last accessed Jan. 19, 2026).

28 <sup>92</sup> WhatsApp, Does WhatsApp collect or sell your data?, *available at* [https://faq.whatsapp.com/277976962225319/?helpref=hc\\_fnav](https://faq.whatsapp.com/277976962225319/?helpref=hc_fnav) (last accessed Jan. 19, 2026).

1 are delivered" and that "undelivered messages are deleted from [its] servers after 30 days."<sup>93</sup> In  
 2 reality, Defendants' intercepted substantially all WhatsApp users' private messages such that they  
 3 were available for Defendants' review in real time, and stored those messages for an unlimited time.

4 130. Defendants' actions constituted a serious invasion of privacy in that they:

5 a. Invaded the privacy of billions of WhatsApp users worldwide (including  
 6 Plaintiffs and Class Members) without their consent;

7 b. Violated federal and California state laws on wiretapping and invasion of  
 8 privacy, as set forth herein;

9 c. Constituted the unauthorized taking of valuable information from billions of  
 10 WhatsApp users worldwide through deceit; and

11 d. Further violated Plaintiffs' and Class Members' reasonable expectation of  
 12 privacy via Defendants' storage, review, analysis, and subsequent uses of  
 13 Plaintiffs' and Class Members' private messages that Plaintiffs and Class  
 14 Members considered sensitive and confidential.

15 131. Committing criminal acts against billions of WhatsApp users worldwide constitutes  
 16 an egregious breach of social norms that is highly offensive.

17 132. The surreptitious and unauthorized interception and storage of the private messages  
 18 of billions of worldwide WhatsApp users, contrary to Defendants' express promises that the  
 19 messages would not be stored or accessible to Defendants, constitutes an egregious breach of social  
 20 norms that is highly offensive.

21 133. Defendants' intentional intrusion into Plaintiffs' and Class Members' private  
 22 messages and cellular telephones was highly offensive to a reasonable person. Defendants are well  
 23 aware that billions of users rely on their promises that WhatsApp messages are not stored or  
 24 accessible to anyone, including Defendants themselves, and that these promises induce users to  
 25 share their most sensitive and personal information on WhatsApp. Anyone who learned that  
 26

27  
 28 <sup>93</sup> WhatsApp, "Information for Law Enforcement Authorities," available at  
<https://faq.whatsapp.com/444002211197967> (last accessed Jan. 19, 2026).

1 Defendants' promises are false, and that Defendants are in fact storing and accessing WhatsApp  
2 users' messages every day, would find Defendants' conduct highly offensive.

3       134. Secret monitoring of private messages is highly offensive behavior, especially given  
4 that Defendants expressly and falsely represent that no one—not even Defendants—can read users'  
5 messages.

6 135. Wiretapping and surreptitious recording of communications is highly offensive  
7 behavior.

8 136. Defendants lacked a legitimate business interest in intercepting and storing users'  
9 private messages without their consent and contrary to Defendants' privacy promises.

10       137. Plaintiffs and Class Members have been damaged by Defendants' invasion of their  
11 privacy and are entitled to just compensation and injunctive relief.

## **FIFTH CAUSE OF ACTION**

## Intrusion Upon Seclusion

138. Plaintiffs hereby incorporate all other paragraphs as if fully stated herein.

139. To state a claim for intrusion upon seclusion in California, a plaintiff must plead that  
(1) the defendant intentionally intruded into a place, conversation, or matter as to which the plaintiff  
has a reasonable expectation of privacy, and (2) the intrusion occurred in a manner highly offensive  
to a reasonable person.

19 140. In carrying out their scheme to intercept and store Plaintiffs' and Class Members'  
20 private WhatsApp messages in violation of their own privacy promises, Defendants intentionally  
21 intruded upon the Plaintiffs' and Class Members' solitude or seclusion in that they effectively placed  
22 themselves in the middle of private conversations to which they were not authorized parties.

23 141. Plaintiffs and Class Members had a reasonable expectation of privacy under the  
24 circumstances in that Plaintiffs and Class Members could not reasonably expect Defendants would  
25 commit acts in violation of federal and state civil and criminal laws; and WhatsApp affirmatively  
26 promised users (including Plaintiffs and Class Members) that their messages were end-to-end  
27 encrypted, which “means that your messages are encrypted to protect against us and third parties

1 from reading them.”<sup>94</sup> It also claimed on its website that “all your personal messages stay between  
 2 you and who you send them to—no one else, not even WhatsApp (or Meta), can read, listen to, or  
 3 share them.”<sup>95</sup> WhatsApp’s website also asserted that WhatsApp “does not store messages once they  
 4 are delivered” and that “undelivered messages are deleted from [its] servers after 30 days.”<sup>96</sup> In  
 5 reality, Defendants’ intercepted substantially all WhatsApp users’ private messages such that they  
 6 were available for Defendants’ review in real time, and stored those messages for an unlimited time.

7       142. Defendants’ interception and storage of Plaintiffs’ and Class Members’ WhatsApp  
 8 messages was not authorized by the Plaintiffs and Class Members or the WhatsApp users with whom  
 9 they were communicating.

10       143. The surreptitious and unauthorized interception and storage of the private messages  
 11 of billions of worldwide WhatsApp users constitutes an egregious breach of social norms that is  
 12 highly offensive.

13       144. Defendants’ intentional intrusion into Plaintiffs’ and Class Members’ private  
 14 messages and cellular telephones was highly offensive to a reasonable person. Defendants are well  
 15 aware that billions of users rely on their promises that WhatsApp messages are not stored or  
 16 accessible to anyone, including Defendants themselves, and that these promises induce users to  
 17 share their most sensitive and personal information on WhatsApp. Anyone who learned that  
 18 Defendants’ promises are false, and that Defendants are in fact storing and accessing WhatsApp  
 19 users’ messages every day, would find Defendants’ conduct highly offensive.

20       145. Secret monitoring of private messages is highly offensive behavior, especially given  
 21 that Defendants expressly and falsely represent that no one—not even Defendants—can read users’  
 22 messages.

23       146. Wiretapping and surreptitious recording of communications is highly offensive  
 24 behavior.

25  
 26       <sup>94</sup> WhatsApp, “WhatsApp Privacy Policy” (effective Jan. 4, 2021), *available at* <https://www.whatsapp.com/legal/privacy-policy> (last accessed Jan. 19, 2026).

27       <sup>95</sup> WhatsApp, Does WhatsApp collect or sell your data?, *available at* [https://faq.whatsapp.com/2779769622225319/?helpref=hc\\_fnav](https://faq.whatsapp.com/2779769622225319/?helpref=hc_fnav) (last accessed Jan. 19, 2026).

28       <sup>96</sup> WhatsApp, “Information for Law Enforcement Authorities,” *available at* <https://faq.whatsapp.com/444002211197967> (last accessed Jan. 19, 2026).

147. Defendants lacked a legitimate business interest in intercepting and storing users' private messages without their consent.

148. Plaintiffs and the Class Members have been damaged by Defendants' invasion of their privacy and are entitled to reasonable compensation, including but not limited to disgorgement of profits related to the unlawful interception, use, and storage of their messages.

## **SIXTH CAUSE OF ACTION**

## Breach of Contract

149. Plaintiffs hereby incorporate all other paragraphs as if fully stated herein.

9        150. Defendants' relationship with WhatsApp users is governed by the WhatsApp Terms  
10 of Service, which incorporates the WhatsApp Privacy Policy.

11       151. The WhatsApp Privacy Policy asserts that “[r]espect for your privacy is coded into  
12 our DNA. Since we started WhatsApp, we’ve built our services with a set of strong privacy  
13 principles in mind.”<sup>97</sup> It promises that “[w]e offer end-to-end encryption for our Services. End-to-  
14 end encryption means that your messages are encrypted to protect against us and third parties from  
15 reading them.”<sup>98</sup>

16        152. Defendants breached these promises; in fact, WhatsApp, Meta, and their agents have  
17 access to and can read substantially all users' private WhatsApp messages.

18        153. WhatsApp also promises in its Privacy Policy that “[w]e do not retain your messages  
19 in the ordinary course of providing our Services to you. Instead, your messages are stored on your  
20 device and not typically stored on our servers. Once your messages are delivered, they are deleted  
21 from our servers.”<sup>99</sup>

154. Defendants breached these promises; in fact, Defendants stored substantially all  
users' private WhatsApp messages and could review them at any time.

24 155. Plaintiffs and Class Members performed their obligations under the relevant  
25 contracts and are not in breach of any such obligations.

<sup>97</sup> WhatsApp, “WhatsApp Privacy Policy” (effective Jan. 4, 2021), available at <https://www.whatsapp.com/legal/privacy-policy> (last accessed Jan. 19, 2026).

28 | 98 <sup>1</sup> *Id.*

28 | 99 *Id.*

156. As a result of Defendants' breach(es), Defendants were able to obtain the personal property of Plaintiffs and Class Members and earn unjust profits.

157. Plaintiffs and Class Members also did not receive the benefit of the bargain for which they contracted and for which they provided valuable consideration in the form of their use of the WhatsApp app, which has ascertainable value to be proven at trial, including but not limited to its growth of the WhatsApp and broader Meta Companies user network.

158. Plaintiffs, on behalf of themselves and Class Members, seek compensatory damages, consequential damages, and/or non-restitutionary disgorgement in an amount to be proven at trial, and declarative, injunctive, or other equitable relief.

## **SEVENTH CAUSE OF ACTION**

## **Breach of the Implied Covenant of Good Faith and Fair Dealing**

159. Plaintiffs hereby incorporate all other paragraphs as if fully stated herein.

160. Every contract imposes upon each party a duty of good faith and fair dealing in its performance and enforcement.

161. In dealings between Defendants and WhatsApp users, Defendants are invested with discretionary power affecting the rights of WhatsApp users.

162. Defendants purport to respect and protect WhatsApp users' privacy. For instance, the WhatsApp Privacy Policy asserts that “[r]espect for your privacy is coded into our DNA.” Both the WhatsApp Privacy Policy and WhatsApp Terms of Service state that “[s]ince we started WhatsApp, we’ve built our services with a set of strong privacy principles in mind.”

163. Despite Defendants' contractual privacy promises to keep WhatsApp users' messages end-to-end encrypted such that Defendants and third parties could not read them, and its promises not to store WhatsApp users' messages, Defendants took actions outside those contractual promises to deprive Plaintiffs and Class Members of the benefits of their contract with Defendants.

164. Defendants' interception, storage, and use of WhatsApp users' (including Plaintiffs' and Class Members') messages was objectively unreasonable given Defendants' privacy promises, and evaded the spirit of the bargain made between Defendants and Plaintiffs.

1 165. Defendants' conduct in this case abused their power to specify terms—in particular,  
2 Defendants failed to accurately disclose their interception, storage, and use of WhatsApp users'  
3 messages.

4 166. As a result of Defendants' misconduct and breach of their duty of good faith and fair  
5 dealing, Plaintiffs and Class Members suffered damages. Plaintiffs and Class Members did not  
6 receive the benefit of the bargain for which they contracted and for which they paid valuable  
7 consideration in the form of their use of the WhatsApp app, which, as alleged above, has  
8 ascertainable value to be proven at trial, including but not limited to its growth of the WhatsApp  
9 and broader Meta Companies user network.

## **EIGHTH CAUSE OF ACTION**

## Quasi-Contract (Restitution and Unjust Enrichment) (In Alternative to Contract Claims)

167. Plaintiffs hereby incorporate all other paragraphs as if fully stated herein.

4 168. Defendants, intentionally and without consent or other legal justification, violated  
the privacy, property, and statutory rights of Plaintiffs, Class Members, and other WhatsApp users.

169. As a result of Defendants' tortious acts, Defendants received and unjustly retained a benefit at the expense of Plaintiffs, Class Members, and other WhatsApp users.

8 170. It would be unjust for Defendants to retain the value of the Plaintiffs' property and  
any profits earned thereon.

20       171. If Plaintiffs' contract claims fail, they have no adequate remedy at law to force the  
21 disgorgement of Defendants' unjustly earned profits. This count is therefore pled in the alternative  
to the contract claims.

## **NINTH CAUSE OF ACTION**

## Statutory Larceny

172. Plaintiffs hereby incorporate all other paragraphs as if fully stated herein.

173. California Penal Code section 496(a) prohibits the obtaining of property "in any  
manner constituting theft."

174. California Penal Code section 484 defines theft, and provides:

1           Every person who shall feloniously steal, take, carry, lead, or drive  
 2 away the personal property of another, or who shall fraudulently  
 3 appropriate property which has been entrusted to him or her, or who  
 4 shall knowingly and designedly, by any false or fraudulent  
 5 representation or pretense, defraud any other person of money, labor  
 6 or real or personal property, or who causes or procures others to report  
 7 falsely of his or her wealth or mercantile character and by thus  
 8 imposing upon any person, obtains credit and thereby fraudulently  
 9 gets or obtains possession of money, or property or obtains the labor  
 10 or service of another, is guilty of theft.

11           175. Section 484 thus defines “theft” to include obtaining property by false pretense.

12           176. Defendants intentionally designed a program that would operate in a manner  
 13 unbeknownst to WhatsApp users, including Plaintiffs and Class Members, who were thus deceived  
 14 into providing their personal information (private WhatsApp messages) to Defendants.

15           177. Defendants acted in a manner constituting theft and/or false pretense.

16           178. Defendants stole, took, and/or fraudulently appropriated Plaintiffs’ and Class  
 17 Members’ personal information without Plaintiffs’ and Class Members’ consent.

18           179. Defendants concealed, aided in the concealing, and/or utilized Plaintiffs’ and Class  
 19 Members’ personal information that was obtained by Defendants for Defendants’ commercial  
 20 purposes and the financial benefit of Defendants.

21           180. Defendants knew that Plaintiffs’ and Class Members’ personal information was  
 22 stolen and/or obtained because Defendants designed the code that intercepted and stored Plaintiffs’  
 23 and Class Members’ private WhatsApp messages and operated it in a manner that was concealed  
 24 and/or withheld from Plaintiffs.

25           181. The reasonable and fair market value of the unlawfully obtained personal data can  
 26 be determined in the marketplace.

#### 27           TENTH CAUSE OF ACTION

#### 28           **Violation of California Unfair Competition Law** 29           **Cal. Bus. & Prof. Code § 17200, *et seq.***

30           182. Plaintiffs hereby incorporate all other paragraphs as if fully stated herein.

31           183. The California Unfair Competition Law prohibits any “unlawful, unfair, or  
 32 fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising.” Cal.

1 Bus. & Prof. Code § 17200 (“UCL”). By engaging in the practices aforementioned, Defendants have  
 2 violated the UCL.

3       184. Defendants’ “unlawful” acts and practices include their violation of the Federal  
 4 Wiretap Act, 18 U.S.C. § 2510, *et seq.*; the California Computer Data Access and Fraud Act, Cal.  
 5 Penal Code § 502, *et seq.*; the California Invasion of Privacy Act, Cal. Penal Code §§ 630, *et seq.*;  
 6 Invasion of Privacy; Intrusion Upon Seclusion; Breach of Contract; Breach of the Implied Covenant  
 7 of Good Faith and Fair Dealing; Quasi-Contract; Statutory Larceny, Cal. Penal Code §§ 484 and  
 8 496; and California Bus. & Prof. Code § 22576.

9       185. Defendants’ conduct violated the spirit and letter of these laws, which protect  
 10 property, economic, and privacy interests and prohibit unauthorized collection of private  
 11 communications and personal information.

12       186. Defendants’ “unfair” acts and practices include its violation of property, economic,  
 13 and privacy interests protected by the statutes identified above. To establish liability under the unfair  
 14 prong, Plaintiffs and Class Members need not establish that these statutes were actually violated,  
 15 although the claims pleaded herein do so.

16       187. Defendants promised that Plaintiffs’, Class Members’, and other WhatsApp users’  
 17 messages would be end-to-end encrypted such that they could not be read by Defendants or third  
 18 parties, and that Defendants would not store those messages. Plaintiffs thus had no reason to know  
 19 and could not have anticipated this intrusion into their privacy by Defendants’ interception and  
 20 storage of their WhatsApp messages. Defendants’ conduct was immoral, unethical, oppressive,  
 21 unscrupulous, and substantially injurious to Plaintiffs, Class Members, and other WhatsApp users.  
 22 Further, Defendants’ conduct narrowly benefitted their own business interests at the expense of  
 23 Plaintiffs’ and Class Members’ fundamental privacy interests protected by the California  
 24 Constitution and the common law.

25       188. Plaintiffs and Class Members have suffered injury-in-fact, including the loss of  
 26 money and/or property as a result of Defendants’ unfair and/or unlawful practices, to wit, the  
 27 unauthorized disclosure and taking of their personal information which has value as demonstrated  
 28 by its use by Defendants. Plaintiffs and Class Members have suffered harm in the form of diminution

1 of the value of their private and personally identifiable data and content. Plaintiffs and Class  
2 Members have also suffered harm in the form of loss of the benefit of their bargain with Defendants.

3 189. Defendants' actions caused damage to and loss of Plaintiffs' and Class Members'  
4 property right to control the dissemination and use of their personal information and  
5 communications.

6 190. Defendants reaped unjust profits and revenues in violation of the UCL. Plaintiffs and  
7 Class Members seek restitution and disgorgement of these unjust profits and revenues.

## **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiffs, on behalf of themselves and the proposed Class, respectfully  
10 request that this Court enter an order:

11       1. certifying this case as a class action on behalf of the Class defined above, appointing  
12 Plaintiffs as representatives of the Class, and appointing their counsel as class counsel;

13 2. awarding damages, including nominal, statutory, and punitive damages where  
14 applicable, to Plaintiffs and the Class in an amount to be determined at trial;

15       3.     awarding Plaintiffs and the Class reasonable attorneys' fees and costs of suit incurred  
16 herein:

17       4.      awarding Plaintiffs and the Class pre- and post-judgment interest, to the extent  
18 allowable; and

19        5.        awarding such injunctive and declaratory relief as is necessary to protect the interests  
20 of Plaintiffs and the Class; and

6. awarding such other and further relief as the Court deems just and proper.

## JURY DEMAND

23 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs hereby demand trial by jury of  
24 all issues properly triable thereby.

1 DATED: January 23, 2026

Respectfully submitted,

2 By /s/ Adam Wolfson

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