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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

FILED

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

Plaintiff,

v.

CYAN ROBOTICS, INC., d/b/a COCO
ROBOTICS,

Defendant.

Case No. 2026CH09794

Hon. _____

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff Mitchell Breidinger (“Plaintiff”), individually and on behalf of all others similarly situated, brings this Class Action Complaint against Defendant Cyan Robotics, Inc., d/b/a Coco Robotics (“Coco” or “Defendant”), and alleges as follows.

NATURE OF THE ACTION

1. A person’s biometric information is an immutable marker of their identity, one that stays with them through their entire life. Perhaps needless to say, in the wrong hands that information can be used to effect severe hardship through impersonation and identity theft, among other things.

2. The threats range from artificial-intelligence deepfakes, which impersonate individuals through mimicking their precise features and mannerisms, to unwarranted surveillance by massive databases that identify individuals solely based on biometrics like facial geometry, retina scans, or fingerprints.

3. Because harms of this kind are so difficult to undo and to remediate, many states—including Illinois—have passed laws governing the transmission and use of biometric data.

4. In Illinois, when third parties wish to collect and to use biometric data, they are required to inform the subjects of their recording that their biometric information is being taken and to give these individuals the opportunity to decide whether their immutable personal characteristics should be recorded, transmitted, and/or used. *See* Biometric Information Privacy Act, 740 ILCS 14/15(b) (“BIPA”).

5. This case is about a fleet of camera- and laser-equipped delivery robots that Coco, a company based in California, operates on the public sidewalks of Chicago. Anyone who has walked the streets of Chicago has likely seen or encountered one of these delivery robots.

6. The issue with the use of these robots for delivery purposes is that they are designed to scan the faces, hands and bodies of every person in their orbit as they navigate the streets of Chicago.

7. And Coco does not inform people that these robots are recording, collecting and using their immutable biometric information.

8. Coco streams that footage in real time to remote human operators, retains it, and, by its own account, has assembled from it “the industry’s largest dataset of sidewalk robot operations” and a “massive and growing video corpus” that it uses to train its own artificial-intelligence models and that it shares with OpenAI to train its own.¹

¹ *See* Coco Robotics, *Coco Robotics Launches Next-Gen Autonomous Robots for Urban Deliveries* (PRNewswire, Feb. 26, 2026), <https://www.prnewswire.com/news-releases/coco-robotics-launches-next-gen-autonomous-robots-for-urban-deliveries-302698399.html> (the “Launch Release”); Bolei Zhou, *Scaling Physical AI for Sidewalk Autonomy*, Coco Robotics Blog (Oct. 30, 2025), <https://www.cocodelivery.com/blog/scaling-physical-ai-for-sidewalk-autonomy>; Rebecca Szkutak, *Coco Robotics taps UCLA professor to lead new physical AI research lab*, TechCrunch (Oct. 14, 2025), <https://techcrunch.com/2025/10/14/coco-robotics-taps-ucla-professor-to-lead-new-physical-ai-research-lab/>.

9. Coco has operated delivery robots in Chicago since late 2024, when the City's Department of Business Affairs and Consumer Protection licensed it under the City's Personal Delivery Device pilot program, and today operates in the West Loop, Fulton Market, River West, the Loop, the South Loop, Greektown, Little Italy, Lincoln Park, Lakeview and Bucktown, among other neighborhoods.²

10. Its robots are equipped with cameras facing front, rear, left and right—together with LiDAR sensors that—in Coco's words, provide "full 360-degree perception": the cameras "provide visual details like signs and lane marking, while LiDAR delivers accurate depth sensing and a real-time, three-dimensional view[.]"³

11. Coco states that "[e]ach Coco robot is outfitted with multiple cameras that record the Coco robot's whereabouts and surroundings," that "[t]his video footage will be viewed in real time by a Coco robot delivery operator ('pilot')," and that it "may be viewed at a later date." Coco's Chief AI Scientist has written that Coco's robots are "capturing an enormous amount of real-world video data" every day, that Coco intends to "leverage this massive and growing video corpus to pretrain a navigation foundation model," and that Coco is "reconstructing real-world 3D environments from Coco videos."⁴

² Noel Brennan & Mikayla Price, *Hundreds of Chicago residents sign petition to pause robot delivery pilot program over safety concerns*, CBS Chicago (Nov. 26, 2025), <https://www.cbsnews.com/chicago/news/north-side-residents-petition-pause-to-delivery-robots/>; Elleiana Green, *What to know about robot delivery in Chicago*, WBEZ/Chicago Sun-Times (Feb. 12, 2026), <https://www.wbez.org/technology/2026/02/12/what-to-know-robot-delivery-in-chicago>.

³ Rob Jennings, *Jersey City, N.J., Has a New Delivery Robot Named Coco*, NJ.com (Jan. 20, 2026), *republished at* <https://www.govtech.com/products/jersey-city-n-j-has-a-new-delivery-robot-named-coco>.

⁴ See Coco, *Privacy Policy* (last updated May 19, 2022), <https://www.cocodelivery.com/privacy> (the "Privacy Policy"); Zhou, *supra* n. 1.

12. Coco's own statements to the press go further. Coco's chief executive has said that Coco has "millions of miles of data collected in the most complicated urban settings possible," and that "that data is incredibly important for training any sort of useful and reliable real-world AI systems."

13. In March 2025, Coco announced a "research collaboration" with OpenAI under which Coco would "share insights gained from more than half a million remotely monitored and piloted deliveries," an arrangement under which, as reported, OpenAI "gains the real-world data the robots collect to train its models."⁵

14. Coco fulfills orders placed through DoorDash and Uber Eats.

15. When a Chicago consumer orders dinner on one of those apps, the platform may assign the order to a Coco robot without the consumer having chosen robot delivery.

16. If the consumer is matched with a delivery robot, a decision that depends on variables like the user's neighborhood, the restaurant's business relationship, the time of day, the availability of robots as compared to other delivery methods, and more, the consumer will subsequently be required to walk to the robot, stand directly in front of its sensors, unlock the cargo compartment by entering a code, and remove the order.⁶

⁵ See Szkutak, *supra* n. 1; *Coco Robotics, Coco Robotics and OpenAI Announce Research Collaboration* (PRNewswire, Mar. 12, 2025), available at <https://lagrandeobserver.com/?p=257945> (hereinafter the "OpenAI Release"); see also Rebecca Szkutak, *Sam Altman-backed Coco Robotics raises \$80M*, TechCrunch (June 11, 2025), <https://techcrunch.com/2025/06/11/sam-altman-backed-coco-robotics-raises-80m/> (hereinafter "Szkutak, \$80M") (the OpenAI collaboration "allows Coco to use OpenAI while the AI company gains the real-world data the robots collect to train its models").

⁶ Carrie Shepherd, *Coco the food delivery robot is now in Chicago*, Axios Chicago (Dec. 13, 2024), <https://www.axios.com/local/chicago/2024/12/13/coco-food-delivery-robot-chicago>; Stefano Esposito, *Coming to a city street near you? Coco, the food delivery robot*, Chicago Sun-Times (Jan. 14, 2025), <https://chicago.suntimes.com/technology/2025/01/14/coco-delivery-robot-chicago>; Bernadette Heier, *Coco Delivery Bots Update Tech and Expand to Chicago*, Food On Demand (Jan. 23, 2025), <https://foodondemand.com/01232025/coco-delivery-bots-update->

17. At that moment, the robot’s forward-facing cameras and LiDAR sensor capture the consumer’s face and hands within arm’s reach, while Coco simultaneously holds the consumer’s name, delivery address and order record, which the platform has transmitted to Coco “so that Coco can complete the delivery.”⁷

18. The LiDAR unit does not take a picture. It emits pulses of infrared laser light, measures the time each pulse takes to reflect from the surface it strikes and return, and from those measurements computes the precise three-dimensional position of each point on that surface.⁸

19. Thus, when a consumer stands at the robot to unlock it, the unit sweeps those pulses across the consumer’s face and hands and records their contours and dimensions—the distance from the sensor to the nose, brow, cheekbones, chin and jaw, and the shape and position of the hands reaching toward the cargo compartment. That measurement is a scan of face and hand geometry, and it is taken of every consumer who retrieves an order.

20. BIPA prohibits a private entity from collecting a person’s scan of face or hand geometry unless it first informs the person in writing, discloses the purpose and duration of the collection, and obtains a written release. It requires entities in possession of biometric identifiers to publish a schedule for the retention and destruction of that data. It forbids disclosure to third

[tech-and-expand-to-chicago/](#) (“The bots are now ‘hybrid’ meaning they do operate autonomously but are still supervised by a human operator”; “Customers type in a code upon arrival to retrieve their meal”).

⁷ See *Privacy Policy*, *supra* n. 4.

⁸ See NOAA Office for Coastal Management, *Lidar 101: An Introduction to Lidar Technology, Data, and Applications*, <https://coast.noaa.gov/data/digitalcoast/pdf/lidar-101.pdf> (lidar “emits intense, focused beams of light and measures the time it takes for the reflections to be detected by the sensor,” and computes each target’s three-dimensional coordinates from the round-trip time and the angle of the pulse); see also NOAA National Ocean Service, *Lidar*, <https://oceanservice.noaa.gov/geodesy/lidar.html>.

parties without consent, and it forbids profiting from biometric identifiers at all. *See* 740 ILCS 14/15(a)–(d).

21. Coco does none of this. It gives no notice before a robot records a person, identifies no specific purpose or retention period for the data, obtains no written release, and has published no retention or destruction schedule.

22. Nor do its delivery partners disclose Coco’s recording or storing of biometric data to their customers.

23. Coco therefore violates BIPA. Plaintiff and the class he seeks to represent—all others whose face or hand geometry has been recorded and stored by Coco robots while they picked up orders from one of Coco’s delivery partners in Illinois—have all been scanned and recorded by Coco’s robots without their knowledge or consent and, on information and belief, have had this information transmitted to third parties, also without their knowledge or consent.⁹

24. Plaintiff brings this action on behalf of himself and this proposed class and seeks liquidated damages and injunctive relief requiring Coco to comply with BIPA.

PARTIES

25. Plaintiff Mitchell Breidinger is a natural person and a citizen of Illinois who resides on the Near North Side of Chicago, in Cook County, within the area in which Coco operates its robots. Plaintiff is a DoorDash customer who received a delivery from a Coco robot on September 29, 2025.

26. Defendant Cyan Robotics, Inc. is a Delaware corporation that does business as “Coco” and “Coco Robotics,” with its principal place of business at 1625 Electric Avenue in

⁹ *See Launch Release, supra* n. 1.

Venue, California 90291. Coco designs, owns and operates a fleet of sidewalk delivery robots and the software, remote-piloting infrastructure and data systems that control them.

27. At all relevant times Coco acted through its officers, employees, remote pilots, contractors and agents, each acting within the scope of that relationship.

JURISDICTION AND VENUE

28. This Court has subject-matter jurisdiction under Article VI, Section 9 of the Illinois Constitution. BIPA provides a private right of action to any person aggrieved by a violation. *See* 740 ILCS 14/20.

29. This Court has personal jurisdiction over Coco under 735 ILCS 5/2-209 because Coco transacts business in Illinois, holds an emerging business permit issued by the City of Chicago to “Cyan Robotics, Inc.” for the operation of personal delivery devices on the public way, operates a fleet of robots on Chicago’s public sidewalks, employs or contracts with personnel who deploy, charge, repair and remotely supervise those robots in Chicago, including a Chicago general manager,¹⁰ and committed the acts complained of in Illinois. The capture of Plaintiff’s and Class members’ (as defined in ¶84 *infra*) biometric identifiers occurred physically in Chicago.

30. Venue is proper in Cook County under 735 ILCS 5/2-101 because the transactions out of which this action arose occurred in Cook County and Coco does business in Cook County.

¹⁰ *See* Chicago City Council, Ordinance O2025-0016747, *Amendment of ordinance O2022-2365 to renew emerging business permit issued to Cyan Robotics, Inc. for operation of personal delivery device* (passed May 21, 2025), o2025-0016747/; Carrie Shepherd, *Some Chicago residents want to pause delivery robots*, Axios Chicago (Dec. 10, 2025), <https://www.axios.com/local/chicago/2025/12/10/chicago-pause-delivery-robot-pilot-safety-issues>.

FACTUAL BACKGROUND

A. THE ILLINOIS BIOMETRIC INFORMATION PRIVACY ACT.

31. The Illinois General Assembly enacted BIPA in 2008 out of concern that biometrics are unlike other unique identifiers: a compromised Social Security number can be changed, but biometrics are biologically unique, so that once compromised the individual has no recourse and is at heightened risk of identity theft. 740 ILCS 14/5(a), (c).

32. The legislature further found that the full ramifications of biometric technology are not fully known and that the public welfare, security and safety are served by regulating the collection, use, safeguarding, handling, storage, retention and destruction of biometric identifiers and information. 740 ILCS 14/5(d), (e), (g).

33. BIPA defines a “biometric identifier” as a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. 740 ILCS 14/10. The definition expressly excludes “photographs” but not scans of face or hand geometry derived by other means. *Id.* The definition of “biometric identifier” does not require that the identifier be used, or intended to be used, to identify a particular person; that limitation appears only in the separate definition of “biometric information,” which means any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s biometric identifier used to identify an individual. *Id.*

34. Courts applying BIPA have consistently held that a scan of face geometry derived from or captured alongside a photograph or video image is itself a biometric identifier and is not excluded. *See, e.g., Rivera v. Google Inc.*, 238 F. Supp. 3d 1088 (N.D. Ill. 2017); *Monroy v. Shutterfly, Inc.*, 2017 WL 4099846 (N.D. Ill. Sept. 15, 2017); *Sosa v. Onfido, Inc.*, 2022 WL 1211506 (N.D. Ill. Apr. 25, 2022).

35. Camera systems that capture scans of face and hand geometry of non-customers who merely walk into the camera's field of view are likewise implicated. *Tibbs v. Arlo Technologies, Inc.*, 2024 WL 3218650 (N.D. Cal. June 27, 2024).

36. BIPA imposes duties relevant here on private entities that handle biometric identifiers or biometric information, namely:

- a. Section 15(a) requires a private entity in possession of biometric identifiers or biometric information to develop a written policy, made available to the public, establishing a retention schedule and guidelines for permanently destroying biometric identifiers and biometric information when the initial purpose for collecting or obtaining such identifiers or information has been satisfied or within three years of the individual's last interaction with the private entity, whichever occurs first, and to comply with that schedule. 740 ILCS 14/15(a).
- b. Section 15(b) prohibits a private entity from collecting, capturing, purchasing, receiving through trade, or otherwise obtaining a person's or a customer's biometric identifier or biometric information unless it first (1) informs the subject in writing that a biometric identifier or biometric information is being collected or stored; (2) informs the subject in writing of the specific purpose and length of term for which the biometric identifier or biometric information is being collected, stored, and used; and (3) receives a written release executed by the subject. 740 ILCS 14/15(b).

37. BIPA's duties run to every "person" whose biometric identifiers an entity collects, not only to the entity's own customers. 740 ILCS 14/15(b) ("a person's or a customer's biometric identifier"). The statute does not exempt an entity from compliance because it lacks a direct relationship with the people it records, and it does not permit an entity to rely on a third party's contract with the subject as a substitute for the entity's own written notice and release.

38. BIPA provides a private right of action to any person aggrieved by a violation and authorizes recovery of liquidated damages of \$1,000 or actual damages, whichever is greater, to any person who suffers a negligent violation, and \$5,000 or actual damages, whichever is greater,

to any person who suffers an intentional or reckless violation, together with reasonable attorneys' fees and costs, and injunctive or other relief. 740 ILCS 14/20.¹¹

39. Claims under BIPA are subject to a five-year limitations period. *Tims v. Black Horse Carriers, Inc.*, 2023 IL 127801.

B. COCO ROBOTICS AND ITS CHICAGO OPERATIONS.

40. Coco is a delivery fulfillment company that operates a fleet of small, four-wheeled delivery robots that travel on public sidewalks to carry restaurant and grocery orders from merchants to consumers. It has expanded to scores of major metros in the United States and across the world and boasts a fleet of thousands of robots.¹²



41. Coco operates primarily as a fulfillment provider to third-party ordering platforms. Its Privacy Policy identifies “DoorDash, Grubhub, UberEats” as the “Ordering Platforms” from

¹¹ See Pub. Act 103-769 (eff. Aug. 2, 2024), amending 740 ILCS 14/20.

¹² See *Altman-Backed Coco Robotics Raises \$80 Million for Delivery Bots*
<https://finance.yahoo.com/news/altman-backed-coco-robotics-raises-210708151.html>.

which Coco receives customer information, and Coco states that it “powers autonomous delivery through Uber Eats, DoorDash, and Wolt, and serves more than 3,000 merchants and restaurants.”¹³

42. The Privacy Policy confirms that it collects identifiable consumer information from consumers: “We collect information about you from the Merchant and/or Ordering Platform, so that Coco can complete the delivery,” and it identifies the information that flows between Coco, merchants and platforms as including the customer’s “first name, delivery address, order details, birthdate, and (if applicable) a picture of your face taken from your government-issued ID.”¹⁴

43. Coco’s robots—both the prior-generation model that delivered Plaintiff’s order and the “Coco 2” model launched in February 2026—are equipped with “front, rear, left and right cameras with LiDAR full 360-degree perception,” whose output is transmitted to a remotely located human operator. Coco 2 adds front-facing solid-state LiDAR and onboard neural networks running on an NVIDIA Jetson computing module that “lets Coco 2 see and understand its surroundings, anticipate movement, plan routes, and execute maneuvers.”¹⁵

44. The Privacy Policy expressly states that its robots record their surroundings: “Each Coco robot is outfitted with multiple cameras that record the Coco robot’s whereabouts and surroundings, for the purposes of tracking, security, and operational maintenance/troubleshooting. This video footage will be viewed in real time by a Coco robot delivery operator (‘pilot’) and may be viewed at a later date for safety, quality assurance and/or maintenance purposes.”¹⁶

¹³ See *Launch Release*, *supra* n. 1.

¹⁴ See *Privacy Policy*, *supra* n. 4.

¹⁵ See *supra* n. 3; *Launch Release*, *supra* n. 1.

¹⁶ See *supra* n. 4.

45. Coco's robots operate primarily in pedestrian environments: on sidewalks, at crosswalks, outside restaurants and at the doorsteps of residences. Coco itself touts that its robots are "often within a few feet of pedestrians."¹⁷ The ordinary operation of the robots therefore predictably places pedestrians, restaurant personnel and delivery customers within close range of robot-mounted cameras and LiDAR.

C. THE COCO ROBOTS CAPTURE FACE AND HAND GEOMETRY VIA LiDAR AND CAMERAS.

46. Coco's robots do not merely record video. They run machine-vision software that detects, isolates and classifies every person in the robot's field of view.

47. Coco states that its robots navigate by "combining precision mapping, end-to-end neural networks, and human oversight," and that its maps are continuously updated with "heavy pedestrian areas."¹⁸

48. Coco's Chief AI Scientist likewise describes training the robots' "perception and planning models" on "city-scale visual data" and building simulations of "pedestrians crossing unexpectedly[.]"¹⁹ To identify a pedestrian and anticipate where that pedestrian will move, the robot's perception software must locate the person in each frame, delineate the person's body, head and limbs, and track that person across successive frames and across the camera and LiDAR modalities.

49. Coco thus does not describe its system as merely processing transient camera input for immediate obstacle avoidance. Its own engineering publications describe the retained video as

¹⁷ Coco Robotics, *Robots, Reach, and the Next Chapter of Out-of-Home*, Coco Robotics Blog (Jan. 21, 2026), <https://www.cocodelivery.com/blog/robots-reach-and-the-next-chapter-of-out-of-home>.

¹⁸ See *Launch Release*, *supra* n. 1; Coco Robotics, *Coco 2*, <https://www.cocodelivery.com/coco2>.

¹⁹ See Zhou, *supra* n. 1.

a “massive and growing video corpus” used to “pretrain a navigation foundation model” and to reconstruct “real-world 3D environments from Coco videos.”²⁰

50. LiDAR (light detection and ranging) is not a camera. A LiDAR unit emits pulses of infrared laser light and measures the time each pulse takes to reflect from a surface and return. From that measurement it computes the precise three-dimensional position of the point on the surface that reflected the pulse.

51. Sweeping thousands of pulses across its field of view many times per second, the unit produces a “point cloud”: a set of measured three-dimensional coordinates describing the shape of every surface in front of it.

²⁰ *Id.*

52. When a person stands within roughly a meter of a Coco robot, as every delivery customer must in order to unlock it, the robot's LiDAR measures the three-dimensional geometry of that person's face and hands: the distance from the sensor to the tip of the nose, the bridge of the nose, the cheekbones, the brow, the chin and jaw, and the shape and position of the hands reaching toward the robot.

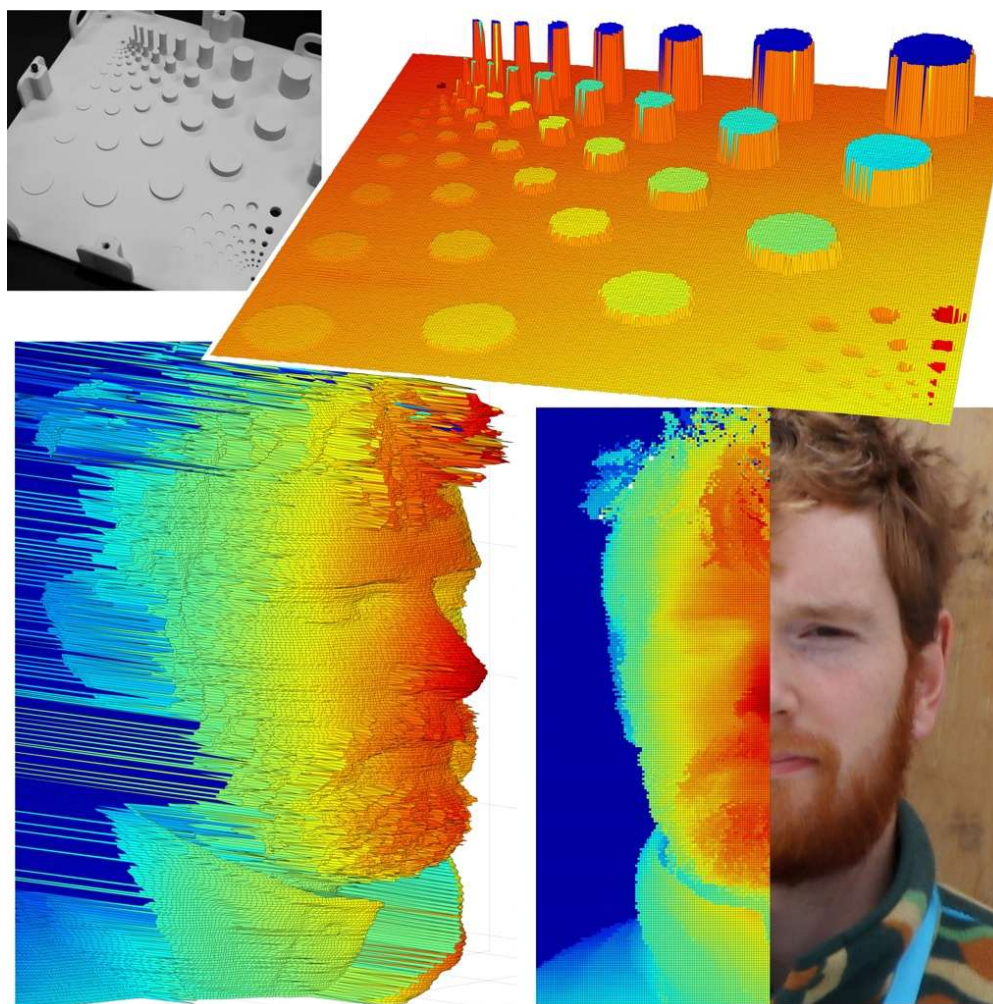


Figure 1: Illustration of LiDAR time-of-flight image capture

53. Unlike a photograph, which records only the brightness of light at each pixel, a LiDAR point cloud is a direct measurement of geometry.

54. Manufacturer specifications for the class of LiDAR units used on sidewalk delivery robots describe sensors that measure objects from as close as 0.1 to 0.3 meter, resolve range to

within roughly one to two centimeters, sample angular spacings well under one degree, and return hundreds of thousands of measured points per second.

55. At a distance of one meter, a sensor of that class strikes the surface of a face at points a few millimeters apart—finer than the spacing between the features a face-recognition system measures, such as the width of the nose, the distance between the eyes and the depth of the eye sockets—and records the position of each point to within a centimeter or two.²¹

56. Coco records and retains LiDAR data. Coco’s engineers describe a pipeline that “converts real-world video into simulation-ready environments” in which “[c]ameras and LiDAR operate as they would in reality, generating data that can be directly used in autonomy pipelines,” and Coco’s data-tooling vendor describes Coco “recording data on the robot, from pilots’ workstations, or via its autonomy stack,” including “[s]ensor data, log messages, control signals, and videos.”²²

57. To retrieve an order the customer must approach the robot, stand at its cargo compartment within roughly half a meter to one meter of the forward-facing sensor housing, look down toward the lid to enter or confirm an unlock code, and reach into the compartment with both hands.

²¹ See *supra* n. 3; Caroline Petrow-Cohen, *A new delivery bot is coming to L.A., built stronger to survive in these streets*, L.A. Times (Feb. 28, 2026), available at <https://tech.yahoo.com/transportation/articles/delivery-bot-coming-l-built-110000586.html>; see *Mid-360 Specs*, /specs (compact 360-degree LiDAR unit of the class used on sidewalk and low-speed robots, listing a close-proximity blind zone of 0.1 m, range precision of ≤ 2 cm, angular precision of $< 0.15^\circ$ and a point rate of 200,000 points per second); Ouster, Inc., *OS1 Mid-Range High-Resolution Imaging Lidar Datasheet (Hardware REV7)*, os1.pdf (listing range resolution of 0.1 cm, range precision of ± 0.5 cm to ± 3 cm, configurable minimum range of 0.3 m, and per-point output of range, signal, reflectivity and near-infrared).

²² See Bolei Zhou & Brad Squicciarini, *Coco Uses NVIDIA Isaac Sim to Power Urban Autonomy*, Coco Robotics Blog (May 12, 2026), autonomy; Foxglove, *COCO — Customer Story*, <https://www.foxglove.dev/customers/coco>.

58. The interaction therefore yields dozens or hundreds of successive three-dimensional measurements of the same face and hands from slightly different angles as the customer moves—the same type of multi-frame depth capture used to construct a three-dimensional model of a face.

59. Three-dimensional facial geometry is an established means of identifying a person. Consumer face-authentication systems such as Apple’s Face ID operate by projecting invisible infrared light onto the face, building a depth map of the face from the reflected light, and converting that depth map into a mathematical representation that is matched against the enrolled face; Apple states that Face ID “always requires depth information, which isn’t found in print or 2D digital photographs.”²³

60. A depth map of the face is a measurement of face geometry that is stable across changes in lighting, hairstyle, makeup and expression, which is precisely why it is used to recognize people. The LiDAR point cloud of a face that Coco’s robots capture is the same kind of data.

61. Coco, moreover, does not capture that geometry anonymously. For every robot delivery Coco holds the customer’s name, delivery address, contact information and order record, and the time and location at which that customer stood at the robot.²⁴ Each face and hand scan captured at hand-off is therefore associated, in Coco’s own records, with an identified individual.

²³ Apple Inc., *About Face ID advanced technology*, <https://support.apple.com/en-us/102381> (describing the TrueDepth camera as “project[ing] and analyz[ing] thousands of invisible dots to create a depth map of your face,” which is “transform[ed] . . . into a mathematical representation” for matching).

²⁴ See *Privacy Policy*, *supra* n. 4.

62. A LiDAR scan of a person's face is a "scan of face geometry" within the plain meaning of BIPA, and a LiDAR scan of a person's hand is a "scan of hand geometry." It is a scan, performed by a laser scanner, of the geometry of the face and hand. It is not a photograph and is not excluded from BIPA's definition of biometric identifier.

63. A LiDAR point cloud is computed from the measured return time of laser pulses, not from any image. BIPA's exclusion of photographs therefore has no application to the face and hand geometry Coco's robots measure.

64. Nor has Coco ever stated—in the Privacy Policy, its customer terms or its engineering publications—that it blurs, downsamples, removes or otherwise strips human faces or hands from the LiDAR data before that data is stored, used to train models or shared with third parties.

65. Independently of LiDAR, Coco's cameras capture the face of every person who approaches or passes a robot at a resolution and distance sufficient to generate a scan of face geometry, and Coco's perception software processes those images to locate and delineate each person's head, face and hands.

66. The presence of identifiable faces in Coco's raw footage is not incidental; it is a predictable consequence of Coco's delivery model. Customers retrieving deliveries must physically approach the robot, interact with it at close range, unlock the cargo compartment by entering a code, and remove their order. At least some captured frames of every such interaction would therefore be expected to contain recognizable faces, including comparatively close frontal or near-frontal views of the customer's face and hands.

67. A person's face is itself an identifier. Unlike a password or an account number, it cannot be changed, and it is exposed to every camera the person passes. That is why the General

Assembly singled out face geometry for protection: it is “biologically unique to the individual,” and once compromised “the individual has no recourse.” 740 ILCS 14/5(c).

68. Given nothing more than an ordinary image of a face, modern identity-resolution databases and software can derive a numerical representation of a face’s geometry and compare it against stored representations to confirm or discover who the person is.

69. That is how identity-verification platforms confirm that the person holding a phone is the person on a driver’s license, how law-enforcement and commercial search tools put names to unknown faces in candid photographs and surveillance video,²⁵ and how any entity holding a library of face images and associated names can recognize the same people in new footage.

²⁵ See Nat’l Inst. of Standards & Tech., *Face Recognition Vendor Test (FRVT) Part 2: Identification*, NISTIR 8271 (Sept. 2019) (algorithms evaluated “implement one-to-many identification of faces appearing in two-dimensional images” against a “gallery of 12 million subjects and 26.1 million photos”), available at <https://nvlpubs.nist.gov/nistpubs/ir/2019/NIST.IR.8271.pdf>; see Fed. Trade Comm’n, *Policy Statement on Biometric Information and Section 5 of the Federal Trade Commission Act*, at 1 (May 18, 2023) (“both a photograph of a person’s face and a facial recognition template, embedding, faceprint, or other data that encode measurements or characteristics of the face depicted in the photograph constitute biometric information”; “facial, iris, or fingerprint recognition technologies collect and process biometric information to identify individuals”), [p225402biometricpolicystatement.pdf](https://www.ftc.gov/p225402biometricpolicystatement.pdf); ID.me, *Consent for ID.me to Collect Biometric Information and Sensitive Personal Information*, v3.3.0 (updated Apr. 10, 2026) (“We use these images to create or derive facial geometry or faceprint for identity proofing” and “compare your facial geometry derived from the image on your identity document to your facial geometry derived from the photograph or video image that you provide”), <https://www.id.me/biometric>; Uber, *Privacy Notice: Riders and Order Recipients* (last updated Sept. 17, 2026) (Uber collects “a real-time selfie that we compare against the photo on your ID or your profile photo to confirm that the photos are of the same person”), <https://www.uber.com/us/en/privacy-notice-riders-order-recipients/>; Fed. Trade Comm’n, *Rite Aid Banned from Using AI Facial Recognition After FTC Says Retailer Deployed Technology without Reasonable Safeguards* (Dec. 19, 2023) (from 2012 to 2020 Rite Aid matched store-camera images of shoppers against a database of “tens of thousands of images,” many “low-quality,” drawn from “security cameras, employee phone cameras and even news stories”), <https://www.ftc.gov/news-events/news/press-releases/2023/12/rite-aid-banned-using-ai-facial-recognition-after-ftc-says-retailer-deployed-technology-without>.

70. The images Coco captures and retains contain exactly that facial information. An ordinary video frame of a face, like those that Coco's robots capture in the normal course of a run, is all such software requires: it locates the face within the image, extracts the geometry of its features (the relative positions and proportions of the eyes, nose, mouth, cheekbones and jaw) into a numerical template commonly called a faceprint, and compares that faceprint against a reference image or a gallery of known faces.

71. The National Institute of Standards and Technology's ongoing evaluation of commercial face-recognition algorithms documents that leading systems verify and identify individuals from such images with high accuracy, including images captured in uncontrolled settings.²⁶

72. The facial images and face geometry Coco captures are capable of identifying Plaintiff and each member of the Class, as defined in ¶84 *infra*. Each close-range frame of a delivery customer's face captured at the robot's cargo lid contains the face-geometry information that an identity-verification platform, a face-recognition system, or any third party with access to Coco's video corpus would need to generate a faceprint and identify that person, and Coco already holds, for every such frame, the name and delivery address of the person depicted. Whether or not Coco itself runs facial recognition, the video it retains and shares is identification-ready.

73. The Privacy Policy, Coco's customer terms and its engineering publications nowhere state that Coco blurs, masks or otherwise anonymizes the faces or bodies of the people its robots record before the footage is streamed to its pilots, stored, used for model training or

²⁶ Nat'l Inst. of Standards & Tech., *Face Recognition Technology Evaluation (FRTE): 1:1 Verification*, <https://pages.nist.gov/frvt/html/frvt11.html>.

shared. To the contrary, the Privacy Policy states that the footage “will be viewed in real time” by a pilot and “may be viewed at a later date.”²⁷

74. On information and good faith belief, Coco’s stored video and LiDAR corpus, and the data it has shared with third parties, including OpenAI, contain the unaltered faces and hands of the people its robots recorded, including people recorded in Illinois.

75. Coco retains footage at scale. Coco has described “five years’ worth of data its robots have collected” and “millions of miles of data collected in the most complicated urban settings possible,” and it markets Coco 2 as “powered by the industry’s largest dataset of sidewalk robot operations, built from millions of miles navigating complex urban environments – including . . . heavy snow and freezing temperatures in Chicago.” Coco’s chief executive has stated that “[e]very mile our robots have driven has made the whole fleet smarter,” describing “a feedback loop between deployment, data collection, and model advancements.”²⁸

76. Coco has not published any retention period for the video or LiDAR data its robots capture. The Privacy Policy addresses retention only by reference to a user’s account—“We will store your information as long as your account is open”—and reserves the right to keep information thereafter “as long as necessary to comply with legal obligations, prevent fraudulent activity, to enforce agreements, or as otherwise deemed necessary in our discretion.”

77. Pedestrians and delivery customers who order through DoorDash or Uber Eats have no Coco account to close. None of this is a retention schedule, and none is a guideline for permanently destroying biometric identifiers.

²⁷ See *Privacy Policy*, *supra* n. 4.

²⁸ See *Szkutak*, *supra* n. 1; *Launch Release*, *supra* n. 1.

D. COCO USES ITS RECORDED DATA FOR AI MODEL TRAINING.

78. Coco’s business model depends on the footage. Coco describes itself as “the world’s largest urban robotics platform, combining autonomous robots, real-world operations data, and advanced AI,” whose “fleet continuously learns from millions of miles of real-world operations.”

79. The video and LiDAR its robots capture, including the faces, hands and bodies of Illinois residents, are the raw material from which Coco trains the models that it markets to investors as the basis of its valuation and its national expansion, and on the strength of which it raised \$80 million in June 2025.²⁹

80. Coco has also disclosed that it shares the data generated by its fleet with third parties. On March 12, 2025, Coco announced a “research collaboration” with OpenAI under which “Coco and OpenAI will share insights gained from more than half a million remotely monitored and piloted deliveries, and AI technology used by hundreds of millions of people worldwide, respectively,” and under which “Coco will integrate OpenAI’s latest models into its robotics stack.”

81. As reported, the arrangement “allows Coco to use OpenAI while the AI company gains the real-world data the robots collect to train its models,” and “the AI research lab gets access to the company’s robot-collected data.”³⁰

82. On information and belief, the robot-collected data Coco has shared with OpenAI includes video captured by its robots in Illinois and therefore includes scans of the face and hand

²⁹ See *Launch Release*, *supra* n. 1; Szkutak, *\$80M*, *supra* n. 5.

³⁰ See *OpenAI Release*, *supra* n. 5; Szkutak, *\$80M*, *supra* n. 5; Szkutak, *supra* n. 1.

geometry of Illinois residents, transferred without the knowledge or consent of the persons recorded.

83. Coco shares robot-generated data with other third parties as well. Coco's engineers describe a pipeline, built with NVIDIA simulation frameworks, that "converts real-world video into simulation-ready environments." Coco has named Niantic Spatial "a core infrastructure partner" whose visual-positioning system accepts "flexible data inputs from a wide range of 2D and 3D data sources."

84. Coco's footage is recorded and reviewed using third-party data-tooling platforms, and is transmitted to remote pilots, including contractors, over a third-party connectivity platform and public cellular networks.³¹

85. Coco's Privacy Policy does not disclose any of this, nor would those who are recorded by Coco's robots and can be identified, *i.e.*, those who have ordered from Coco's partners, received orders from them, and subsequently been recorded by these robots, have had the opportunity to review Coco's Privacy Policy.

86. Furthermore, Coco's delivery partners did not provide notice of Coco's recording practices. Neither DoorDash's consumer privacy policy nor Uber's privacy notice for order recipients discloses that a robot may record the customer, that a robot may scan the customer's face or hands, or that footage of the customer will be retained by Coco, used to train artificial-intelligence models or shared with third parties.

³¹ See *Coco Uses NVIDIA Isaac Sim to Power Urban Autonomy*, Coco Robotics Blog (May 12, 2026), *supra* n. 22; see *Niantic Spatial Partners with Coco Robotics*, *Coco Robotics Blog* (May 5, 2026), <https://www.cocodelivery.com/blog/niantic-spatial-partners-with-coco-robotics-to-accelerate-the-future-of-autonomous-delivery>.

87. DoorDash's policy discloses sharing of the customer's "name (such as first name and last initial), delivery address," "masked telephone number," and "order information" only with "Dashers who deliver orders" and with merchants that handle their own deliveries.

88. Likewise, Uber's notice discloses biometric collection only for identity-verification selfies and discloses autonomous-vehicle camera recording only for riders in the cabin of an autonomous car; and although it states that Uber shares customer data with "autonomous vehicle partners that provide rides or delivery services on Uber apps," it nowhere discloses that those partners record or scan the customer.³²

89. Neither platform obtains a written release for Coco's benefit, and neither could: Coco is not a party to the platforms' consumer agreements.

E. REPRESENTATIVE PLAINTIFF'S EXPERIENCE.

90. On September 29, 2025, Plaintiff Mitchell Breidinger placed an order for groceries from DoorDash Market through the DoorDash mobile application for delivery to his residence on the Near North Side of Chicago, Illinois. Plaintiff did not select robot delivery; DoorDash assigned his order to a Coco robot.

91. After the order was placed, the DoorDash application notified Plaintiff that the order would be delivered by a robot, displayed the robot's progress on a map, and instructed him to meet the robot outside upon arrival.

92. A Coco robot arrived at Plaintiff's residence. To retrieve the order, Plaintiff was required to walk out of his building to the robot on the public sidewalk, stand directly in front of

³² See DoorDash, *DoorDash Consumer Privacy Policy* (last updated July 1, 2026), <https://help.doordash.com/consumers/s/privacy-policy-us>; Uber, *Privacy Notice: Riders and Order Recipients* (last updated Sept. 17, 2026), <https://www.uber.com/us/en/privacy-notice-riders-order-recipients/>.

it, and unlock the cargo compartment by opening the DoorDash application and entering a PIN code; the application did not ask him for a selfie or identification.

93. Plaintiff faced the robot directly, within approximately one meter of its forward-facing cameras and LiDAR sensor, with his face and hands squarely in their field of view, throughout the time it took to enter the code, open the lid, remove the order and close the lid.

94. During that interaction the robot's cameras recorded Plaintiff's face, head and hands at close range, its LiDAR sensor measured the three-dimensional geometry of his face and hands, and the live video was transmitted to and viewed by a Coco remote pilot.

95. Coco's perception software processed those recordings to locate and delineate Plaintiff's body, head and hands. On information and belief, Coco retained the resulting biometric images and scans in its data systems and training corpus, where they remain, together with the delivery record that DoorDash transmitted to Coco identifying Plaintiff by name and address as the recipient of the order at that time and place.³³

96. On information and belief, Coco has disclosed and disseminated the biometric images and scans of Plaintiff, or the datasets containing them, to third parties, including OpenAI, the remote pilots and contractors who viewed the live footage, and the simulation, mapping, data-tooling and cloud vendors that receive footage in the course of Coco's model-training operations, and those third parties have processed Plaintiff's biometric identifiers for their own purposes. Plaintiff never consented to any of this.

97. At no time before, during or after the delivery did Coco inform Plaintiff in writing that it was collecting or storing a scan of his face or hand geometry, inform him of the purpose or length of term of that collection, or obtain a written release from him.

³³ See *Privacy Policy*, *supra* n. 4.

98. Plaintiff has never seen the Privacy Policy, never visited Coco’s website, never created a Coco account, and never agreed to any term with Coco. Nothing in the DoorDash application, the DoorDash terms of service or the DoorDash privacy policy that Plaintiff accepted disclosed that a robot would record him or scan his face or hands.

99. Had Plaintiff known that accepting a DoorDash delivery would result in Coco capturing and retaining a scan of his face and hand geometry for use in training artificial-intelligence systems and for sharing with OpenAI and other third parties, he would not have accepted the robot delivery or would have declined the order. Plaintiff has retained the DoorDash record of the September 29, 2025 order.

F. COCO’S KNOWLEDGE THAT ITS ROBOTS RECORD BIOMETRIC DATA.

100. Coco engineers built and deployed models whose function is to identify every pedestrian in the robot’s field of view. The Privacy Policy contains a section addressing the California Consumer Privacy Act and the “sale” of personal information, demonstrating Coco’s awareness of state privacy law, yet says nothing about Illinois or biometric identifiers.

101. And Chicago residents have raised surveillance concerns about Coco’s robots publicly and repeatedly: in November 2025 CBS Chicago reported that “[s]urveillance is another concern” of residents petitioning to pause the pilot, and by September 2026 more than 4,550 Chicagoans had signed that petition, with more than 1,000 reporting incidents or “concerns about jobs and surveillance.”³⁴

³⁴ See Jennings, *supra* n. 3; see also Brennan & Price, *supra* n. 2 (“Surveillance is another concern”); Axios Chicago, *Chicago’s Delivery Robots Face a Make-or-Break Year* (Sept. 21, 2026), <https://www.axios.com/local/chicago/2026/09/21/chicago-delivery-robots-coco-serve-robotics> (4,550 signatures; 1,000+ reporting incidents or “concerns about jobs and surveillance”).

102. Coco thus knew that its robots record identifiable people and that such recording raises privacy concerns. It responded to those concerns in Illinois not by providing notice or obtaining releases, not by publishing a retention schedule, and not by updating the Privacy Policy, which predates Coco's arrival in Chicago by more than two years, but by expanding its Chicago footprint, building a business of training artificial-intelligence models on the footage, and sharing that data with OpenAI.

103. Coco operated in Illinois, a state whose biometric privacy statute has generated thousands of lawsuits and hundreds of millions of dollars in settlements and verdicts, and Coco is a well-capitalized company backed by sophisticated investors and represented by sophisticated counsel. Coco's failure to comply with BIPA was, at a minimum, negligent and, in the alternative, was intentional or reckless.

CLASS ALLEGATIONS

104. Plaintiff brings this action under 735 ILCS 5/2-801 on behalf of himself and the following class (the "Class"):

All persons who, at any time through the date of class certification, received an order placed through DoorDash, Uber Eats or any other third-party platform that was delivered by a Coco robot in Illinois and who were recorded by that robot's cameras or LiDAR sensor while in Illinois.

105. Excluded from the Class are Coco, its officers, directors and employees; any entity in which Coco has a controlling interest; Coco's legal representatives, successors and assigns; and the judge to whom this case is assigned and the judge's immediate family and staff. Plaintiff reserves the right to amend the class definition following discovery.

106. *Numerosity.* The Class is so numerous that joinder is impracticable. Coco has operated robots continuously in Chicago since late 2024—roughly twenty at launch, fifty by

February 2026, with plans for hundreds—across at least ten Chicago neighborhoods, fulfilling orders for DoorDash and Uber Eats from hundreds of participating merchants, and each robot records the recipient of every order it delivers. The Class includes many thousands of persons. The exact number and identities of Class members are ascertainable from Coco’s records, including the delivery records transmitted to it by DoorDash and Uber, its robot route logs and timestamps, its pilot session logs, and its retained footage.

107. *Commonality.* Common questions of law and fact predominate over any questions affecting individual members, including:

- a. whether the video and LiDAR data Coco’s robots capture of a person’s face and hands constitutes a scan of face or hand geometry under 740 ILCS 14/10;
- b. whether Coco collected, captured or otherwise obtained Class members’ biometric identifiers;
- c. whether Coco informed Class members in writing of that collection, its purpose and its duration, and obtained written releases;
- d. whether Coco developed, published and complied with a retention and destruction schedule for biometric identifiers;
- e. whether Coco disclosed Class members’ biometric identifiers to third parties, including OpenAI, remote pilots and contractors, and technology vendors, without consent;
- f. whether Coco’s violations were negligent, reckless or intentional; and
- g. the appropriate measure of liquidated damages and the scope of injunctive relief.

108. *Adequacy.* Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff’s interests are aligned with those of the other members, Plaintiff has no conflicts with them, and Plaintiff has retained counsel experienced in privacy class actions and in BIPA litigation in particular.

109. *Appropriateness.* A class action is an appropriate method for the fair and efficient adjudication of this controversy. Coco’s conduct is uniform across the Class: the same robots, the same sensors, the same software, the same data pipeline, the same absence of notice and consent. Individual damages under BIPA’s liquidated-damages provision are modest relative to the cost of individual litigation, and most Class members do not know they were recorded. Class treatment will avoid inconsistent adjudications and permit the Court to enter uniform injunctive relief.

110. Plaintiff is a member of the Class.

111. Plaintiff anticipates that Coco will seek to enforce arbitration provisions against the Class. Coco’s own Customer Terms and Conditions contain an arbitration clause and class-action waiver, but those terms govern only a user’s use of Coco’s own website and applications, which Plaintiff and Class members who ordered through DoorDash or Uber Eats never used, and the Privacy Policy concedes that Coco “is not a party to the transaction between you and the Merchant, or you and the Ordering Platform.” Nor can Coco invoke the arbitration provisions in DoorDash’s or Uber’s consumer agreements.³⁵ Coco is not a party to those agreements, is not a third-party beneficiary of them, and did not act as either platform’s agent with respect to the collection at issue. *See Washington v. Persona Identities, Inc.*, 2024 IL App (3d) 240210.

CAUSES OF ACTION

³⁵ *See* Coco, *Customer Terms and Conditions* (last updated May 19, 2022), <https://www.cocodelivery.com/customer-terms-and-conditions>; DoorDash, *Consumer Terms of Service (U.S.)* (effective Aug. 13, 2026), <https://help.doordash.com/consumers/s/terms-and-conditions-us>.

COUNT I

**VIOLATION OF 740 ILCS 14/15(A):
FAILURE TO DEVELOP, PUBLISH AND COMPLY WITH A RETENTION AND DESTRUCTION POLICY
(*On behalf of Plaintiff and the Class*)**

112. Plaintiff incorporates the preceding paragraphs.

113. Coco is a private entity within the meaning of 740 ILCS 14/10.

114. Coco is in possession of biometric identifiers of Plaintiff and Class members, namely scans of face and hand geometry captured by its robots' cameras and LiDAR sensors and processed and retained in its data systems.

115. Section 15(a) required Coco, upon coming into possession of those identifiers, to develop a written policy, made available to the public, establishing a retention schedule and guidelines for permanently destroying them when the initial purpose for collection has been satisfied or within three years of the individual's last interaction with Coco, whichever occurs first, and to comply with that policy.

116. Coco has never developed or published any such policy. Coco's only public privacy document, last updated in May 2022, states no retention period for robot video or LiDAR data or for any biometric data, contains no destruction guidelines, and describes retention only by reference to the status of a user's account and to open-ended considerations such as legal obligations, fraud prevention and Coco's own discretion. Coco instead retains robot footage indefinitely as a training corpus, describing "five years' worth of data" and "millions of miles of data."³⁶

117. Coco's violation of Section 15(a) was negligent and, in the alternative, intentional or reckless. As alleged in Section F *supra*, Coco is a well-capitalized company which operates a

³⁶ See *Privacy Policy*, *supra* n. 4; Szkutak, *supra* n. 1.

technically sophisticated camera and recording system, plays a known role in the AI robotics ecosystem including as a training-data provider and proffers a Privacy Policy addressing other privacy regimes, but which nonetheless launched and has operated a fleet in Chicago for nearly two years without adopting any retention or destruction policy for the biometric identifiers it knew its robots capture.

118. Plaintiff and Class members are aggrieved by Coco's violation and are entitled to liquidated damages for each Class member of \$1,000 for Coco's negligent violation or \$5,000 for its intentional or reckless violation, injunctive relief requiring Coco to develop, publish and comply with a compliant policy, and reasonable attorneys' fees and costs. 740 ILCS 14/20.

COUNT II

VIOLATION OF 740 ILCS 14/15(B): COLLECTION OF BIOMETRIC IDENTIFIERS WITHOUT NOTICE OR CONSENT (On behalf of Plaintiff and the Class)

119. Plaintiff incorporates the preceding paragraphs.

120. Coco collected, captured and otherwise obtained Plaintiff's and Class members' biometric identifiers, namely scans of face and hand geometry, while they were physically present in Illinois, by (a) recording their faces and hands at close range with its robots' cameras and processing those recordings through machine-vision software that locates, delineates and measures each person's head, face and hands; and (b) measuring the three-dimensional geometry of their faces and hands with LiDAR.

121. Coco did not inform Plaintiff or any Class member in writing that their biometric identifiers would be collected or stored; did not inform them in writing of the specific purpose and length of term for which they were being collected, stored and used; and did not receive a written release executed by any of them.

122. The Privacy Policy does not satisfy Section 15(b). It is not provided to pedestrians or delivery customers before a robot records them; it does not inform them that a scan of face or hand geometry is being collected or stored; it does not state the specific purpose and length of term of that collection; and it is not accompanied by any written release.

123. No third party's contract with Plaintiff or Class members satisfies Coco's obligations. Coco is not a party to the DoorDash or Uber consumer agreements; those agreements do not disclose Coco's collection; and BIPA requires the written release to run to the collecting entity.

124. Coco's collection from Plaintiff and each Class member occurred at close range while Coco simultaneously held that person's name, delivery address and order record. Coco therefore collected biometric identifiers that were, at the moment of collection, linked to the identity of a specific individual.

125. Coco's violation of Section 15(b) was negligent and, in the alternative, intentional or reckless. As alleged in Section F *supra*, Coco built and deployed models that identify every person in its robots' field of view, and launched and expanded in Chicago without providing any notice or obtaining any release, despite having at hand an application through which a release could have been obtained from every customer.

126. Plaintiff and Class members are aggrieved and are entitled to liquidated damages for each Class member of \$1,000 for Coco's negligent violation or \$5,000 for its intentional or reckless violation, injunctive relief prohibiting further collection absent compliance with Section 15(b), and reasonable attorneys' fees and costs. 740 ILCS 14/20.

PRAYER FOR RELIEF

FILED DATE: 10/9/2026 12:32 PM 2026CH09794

WHEREFORE, Plaintiff, individually and on behalf of the Class, respectfully requests that the Court enter judgment in his favor and against Coco and award the following relief:

- A. An order certifying the Class under 735 ILCS 5/2-801, appointing Plaintiff as class representative and his counsel as class counsel;
- B. A declaration that Coco's conduct described herein violates 740 ILCS 14/15(a) and (b);
- C. An injunction requiring Coco to (i) cease collecting biometric identifiers of persons in Illinois until it has complied with Section 15(b); (ii) develop, publish and comply with a retention and destruction policy under Section 15(a); (iii) identify every third party, including OpenAI, to which it has provided or disclosed footage or sensor data captured in Illinois and recall or destroy that data; and (iv) permanently destroy all biometric identifiers of Class members in its possession, including within any dataset, shared data product or model-training corpus, subject to appropriate preservation for this litigation;
- D. Liquidated damages of \$5,000 for each intentional or reckless violation of BIPA, or in the alternative \$1,000 for each negligent violation, for each Class member, consistent with 740 ILCS 14/20;
- E. Reasonable attorneys' fees, costs and expenses under 740 ILCS 14/20(3);
- F. Pre- and post-judgment interest as permitted by law; and
- G. Such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff demands trial by jury on all issues so triable.

Dated: October 9, 2026

Respectfully submitted,

/s/ David S. Almeida

David S. Almeida (ARDC 6285557)

Lucas Coughlin (ARDC 6347601)

ALMEIDA LAW GROUP LLC

Firm ID: 100530

849 W. Webster Avenue

Chicago, Illinois 60614

(708) 437-6476 (phone)

david@almeidalawgroup.com

luke@almeidalawgroup.com

Attorneys for Plaintiff & the Putative Class