

STATE OF NORTH CAROLINA
DURHAM COUNTY

SUPERIOR COURT DIVISION
IN THE GENERAL COURT OF JUSTICE

FILE NO. _____

NAOMI DIX,)
CLUB ERA LLC,)
Plaintiffs,)
V.)
META PLATFORMS, INC.,)
Defendant.)

COMPLAINT FOR DAMAGES, DECLARATION, & INJUNCTION

This is a lawsuit against Meta Platforms, Inc., for its robots’ offensive, dystopian, queer-phobic, and unlawful actions taken against Plaintiffs Naomi Dix and Club ERA, LLC. Without any coherent basis, reason, explanation, or process, Meta Platforms permanently disabled the Facebook and Instagram accounts of Durham-based drag performer and advocate, Naomi Dix, and her lawful business entity, Club ERA, a popular queer nightclub located in Durham County. This wrongful and incoherent action has adversely impacted Club ERA’s business and Ms. Dix’s ability to operate as a drag performer and influencer. It has inflicted serious reputational harm and it has deprived Ms. Dix from accessing over twelve years of her intellectual property, including art, photos, and video content.

None of Ms. Dix and Club ERA's social media contents violate any term of service. The false and defamatory allegation that the accounts relate in any manner to "sex trafficking" or "drug paraphernalia" is outrageous and untrue. Typical account content advertises lawful, pro-social, and sex positive community events in a cheeky and tongue-in-cheek style, as demonstrated in the below images from the now-disabled accounts:





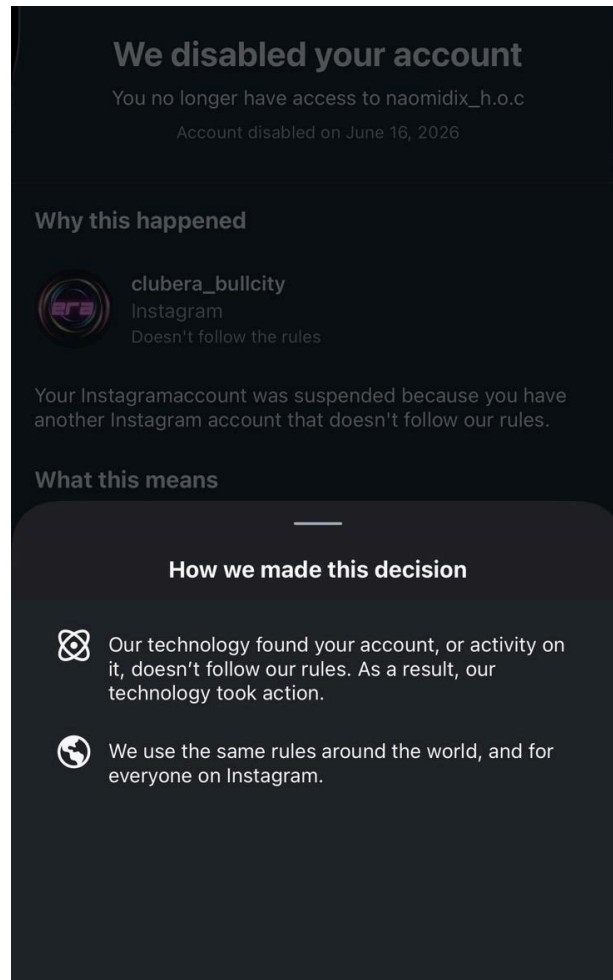
thehometownholler

We have a ***NEW POD*** episode dropping tomorrow
with the one and only [@naomidix_h.o.c](#)



MAKE SURE YOU'RE FOLLOWING!

Meta’s robots provided only dystopian circular reasoning for why its “technology” took action, explaining: “our technology found your account, or activity on it, doesn’t follow our rules. As a result, our technology took action.”



I. PARTIES

1. Plaintiff Naomi Dix is an individual residing in Durham, North Carolina.

2. Plaintiff Club ERA, LCC is her business entity, a popular nightclub located in Durham, North Carolina.
3. Plaintiff is the owner, administrator, and authorized user of the Instagram accounts identified as follows: @clubera_bullcity and naomidix_h.o.c.
4. Defendant Meta Platforms, Inc. is a foreign corporation that owns, operates, manages, and/or controls Facebook, Instagram, Meta Business Suite, Meta advertising tools, and related online services.
5. Upon information and belief, Defendant conducts substantial business in North Carolina, provides services to North Carolina residents and businesses, collects revenue from users and advertisers in North Carolina, and directs its services into this State.

II. JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over this civil action.
6. This Court has personal jurisdiction over Defendant because Defendant conducts business in North Carolina, provides online services to North Carolina residents and businesses, accepts payments from North Carolina users and advertisers, and the conduct and harm alleged herein occurred in whole or in part in North Carolina.
7. Venue is proper in Durham, North Carolina because Plaintiffs reside in this county, Plaintiffs used the accounts from this county, Plaintiffs suffered harm in this county, and Defendant's conduct affected Plaintiffs in this county.
8. To the extent Defendant contends that its terms of service require arbitration, a different forum, or other pre-suit procedures, Plaintiffs allege that such provisions are unenforceable, inapplicable, unconscionable, waived, or otherwise do not bar the claims pleaded herein, including to the extent Plaintiffs seek relief that is not properly subject to such provisions. Plaintiffs reserve the right to respond more fully to any such defense if raised.

III. FACTUAL ALLEGATIONS

9. Plaintiffs have used Defendant's services, including Facebook and Instagram, for lawful personal, business, advocacy, community, commercial, and communications purposes.
10. Plaintiffs' accounts and related assets included, among other things, customer communications, business records, advertising campaigns, Page followers, messages, commerce tools, community posts, personal photos, and other assets.
11. On or about June 16th, 2026, Defendant restricted, suspended, disabled, deactivated, removed, or otherwise limited Plaintiffs' access to the accounts and related assets.
12. Defendant notified Plaintiffs that the restriction or disablement was allegedly based on violation(s) involving "sex trafficking," "human exploitation," "drug paraphernalia," "restricted goods," or similar accusations.
13. These accusations are false.
14. Plaintiffs have never used the accounts to recruit, coordinate, facilitate, advertise, exploit, transport, arrange, promote, or participate in sex trafficking, commercial sexual exploitation, human exploitation, illegal drug sales, controlled substances, or drug paraphernalia.
15. Plaintiffs' content, activity, products, speech, messages, images, advocacy, educational materials, business communications, and other account activity were lawful and did not violate the policies alleged by Defendant.
16. If any content or activity was flagged by Defendant's automated systems, user reports, content classifiers, or reviewers, that flag was erroneous, taken out of context, unsupported, or caused by mistaken reporting, automated misclassification, account compromise, or other error.
17. Defendant did not provide Plaintiffs with a meaningful explanation identifying the specific post, message, image, listing, advertisement, transaction, report, or account activity that allegedly triggered the severe enforcement action.
18. Defendant did not provide Plaintiffs with a meaningful opportunity to understand the accusation, respond to the specific evidence, or correct any alleged issue.

19. Defendant stated: “Your account, or activity on it, doesn’t follow our Community Standards. No one can see or find your account and you can’t use it. All your information will be permanently deleted. You cannot request another review of this decision. You cannot request another review of this decision.”
20. On a “more information” tab, Defendant provided utterly circular reasoning for why its robots took action. The explanation for “how we made this decision” was simply: “our technology found that your account, or activity on it, didn’t follow our rules. As a result, our technology took action.”

Why this happened

Your account, or activity on it, doesn't follow our Community Standards.

What this means

No one can see or find your account and you can't use it. All your information will be permanently deleted.

You cannot request another review of this decision.

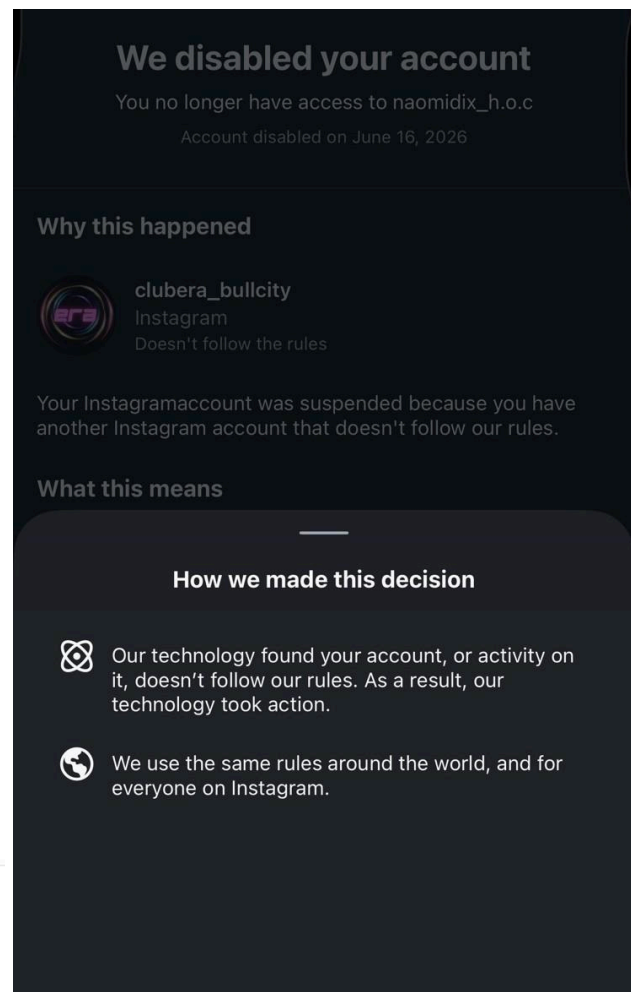
What you can do

You can [download your information](#) so that you have a copy of what you shared on Instagram.

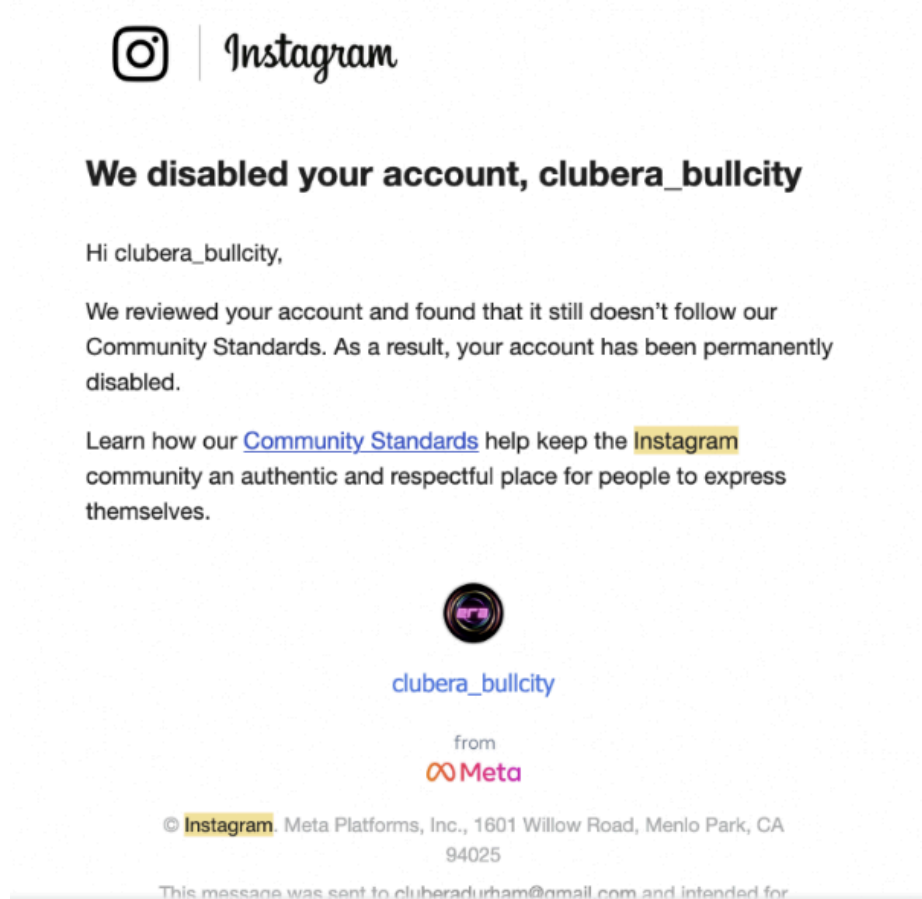
More information

 How we made this decision

Log out



21. Ms. Dix attempted to appeal, request review, contact support, use account-status tools, use business-support tools, and/or otherwise resolve the issue through Defendant's processes.
22. Defendant failed to restore the accounts, failed to identify the specific alleged offending content or activity, failed to correct the false enforcement label, and utterly failed to provide a meaningful review. The below image depicts the message Ms. Dix received:



23. The label or accusation that Plaintiffs' accounts were associated with sex trafficking, human exploitation, drug paraphernalia, or similar misconduct is extremely serious, stigmatizing, and damaging.
24. Upon information and belief, Defendant maintains internal records, enforcement labels, automated classifier outputs, moderation logs, user reports, reviewer notes, appeal records, and account-status records relating to the accusation and restriction.

25. Upon information and belief, Defendant's systems may have communicated or displayed enforcement information to third parties, including users, customers, donors, followers, business partners, advertisers, reviewers, payment partners, contractors, or others.
26. As a direct and proximate result of Defendant's actions, Plaintiffs suffered harm, including but not limited to: loss of account access, loss of communications, lost business opportunities, lost customers, lost advertising value, lost revenue, reputational harm, emotional distress, disruption of operations, loss of access to records, and other damages.
27. Plaintiffs have incurred or may incur costs associated with attempting to restore the accounts, communicating with customers, preserving evidence, replacing lost services, hiring counsel, and mitigating harm.
28. Plaintiffs now request that Defendant preserve all records relating to the restriction, disabling, suspension, appeal, review, reports, automated decisions, classifier results, login history, IP/session records, reviewer notes, and internal communications concerning Plaintiffs' accounts.

FIRST CLAIM FOR RELIEF
Breach of Contract

27. Plaintiffs incorporate by reference all preceding paragraphs.
28. Plaintiffs and Defendant entered into one or more agreements governing Plaintiffs' use of Defendant's services, including applicable terms of service, community standards, commerce policies, advertising terms, business terms, payment terms, subscription terms, and/or other contractual documents.
29. Plaintiffs performed Plaintiffs' obligations under the applicable agreement(s), or Plaintiffs' performance was excused.
30. Defendant breached the agreement(s) by wrongfully restricting, disabling, suspending, or terminating Plaintiffs' accounts and related assets without a valid contractual basis, by misapplying its policies, by failing to provide the review or process promised or implied by its account-review procedures, and by refusing to correct the erroneous enforcement action after notice.

31. Defendant's breach caused Plaintiffs damages in an amount to be proven at trial.

SECOND CLAIM FOR RELIEF

Breach of the Implied Covenant of Good Faith and Fair Dealing

32. Plaintiffs incorporate by reference all preceding paragraphs.
33. Every contract governed by North Carolina law includes an implied covenant that neither party will do anything to injure the right of the other party to receive the benefits of the agreement.
34. Defendant exercised its discretion under its policies and account-enforcement systems in an arbitrary, unreasonable, mistaken, unsupported, or bad-faith manner.
35. Defendant deprived Plaintiffs of the benefits of the agreement(s), including access to the accounts and related services.
36. Defendant failed to conduct a meaningful review after Plaintiffs disputed the false accusation.
37. Defendant's conduct caused Plaintiffs damages in an amount to be proven at trial.

THIRD CLAIM FOR RELIEF

Unfair or Deceptive Trade Practices

N.C. Gen. Stat. § 75-1.1

38. Plaintiffs incorporate by reference all preceding paragraphs.
39. Defendant's acts and practices occurred in or affected commerce.
40. Defendant engaged in unfair or deceptive acts or practices by, among other things:
- a). applying an extremely serious enforcement label to Plaintiffs' account without adequate factual basis;
 - b). failing to identify the specific content or activity allegedly supporting the accusation;
 - c). denying Plaintiffs meaningful account review or appeal;

- d). continuing to restrict Plaintiffs' access after notice that the accusations were false;
 - e). depriving Plaintiffs of access to account assets without meaningful explanation;
 - f). maintaining false or unsupported internal enforcement labels; and
 - g). causing consumer, business, reputational, and financial harm through an unfair or misleading account-enforcement process.
41. Defendant's conduct was unfair because it offended established public policy, was immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers or businesses.
 42. Defendant's conduct was deceptive because it had the capacity or tendency to mislead Plaintiffs and others regarding the basis for the restriction, the availability and adequacy of appeal procedures, and the status of Plaintiffs' accounts.
 43. Plaintiffs suffered actual injury as a direct and proximate result of Defendant's unfair or deceptive acts or practices.
 44. Plaintiffs are entitled to all available relief under Chapter 75, including treble damages, costs, and attorney's fees where allowed by law.

FOURTH CLAIM FOR RELIEF
Defamation and/or Defamation Per Se
Pleaded in the Alternative and Only if Publication Occurred

45. Plaintiffs incorporate by reference all preceding paragraphs.
46. Defendant falsely stated, implied, labeled, or communicated that Plaintiffs or Plaintiffs' account was associated with sex trafficking, human exploitation, drug paraphernalia, illegal drugs, restricted goods, or similar serious misconduct.
47. The statements or implications were false.
48. Upon information and belief, Defendant published or communicated these statements or implications to one or more third parties, including

but not limited to users, customers, followers, reviewers, contractors, payment processors, advertisers, business partners, reporting users, or others.

49. The statements concerned Plaintiffs and were reasonably understood to refer to Plaintiffs, Plaintiffs' accounts, Ms. Dix's business, and Plaintiffs' online identity.
50. The statements were made negligently, recklessly, or with knowledge of their falsity after Plaintiffs disputed the allegations and requested review.
51. The statements accused Plaintiffs of conduct involving serious criminality, moral turpitude, or conduct incompatible with Plaintiffs' business, trade, profession, or public activities.
52. Plaintiffs suffered damages, including reputational harm, lost business, lost customers or donors, loss of goodwill, emotional distress, and other damages.
53. To the extent Defendant did not publish the false statement to any third party, Plaintiffs do not pursue this claim and plead it only in the alternative pending discovery.

FIFTH CLAIM FOR RELIEF

False Light / Invasion of Privacy

Pleaded in the Alternative if Recognized and Supported by the Facts

54. Plaintiffs incorporate by reference all preceding paragraphs.
55. Defendant placed Plaintiffs in a false light by associating Plaintiffs or Plaintiffs' accounts with sex trafficking, human exploitation, drug paraphernalia, illegal drugs, or similar misconduct.
56. The false light would be highly offensive to a reasonable person.
57. Defendant acted negligently, recklessly, or with knowledge of the false impression after Plaintiffs disputed the accusation.
58. Plaintiffs suffered damages as a direct and proximate result.
59. Plaintiffs plead this claim in the alternative and subject to further legal review regarding recognition and scope under North Carolina law.

SIXTH CLAIM FOR RELIEF
Tortious Interference with Existing or Prospective Business
Relations

60. Plaintiffs incorporate by reference all preceding paragraphs.
61. Plaintiffs had existing or prospective business, customer, advertising, contractual, commerce, or community relationships.
62. Defendant knew or should have known that Plaintiffs used the accounts and related assets for communications, commerce, advertising, outreach, or business operations.
63. Defendant intentionally and unjustifiably interfered with those relationships by wrongfully restricting, disabling, or labeling Plaintiffs' accounts.
64. Defendant's conduct caused actual disruption, loss of opportunities, lost revenue, lost customers, lost communications, or other harm.
65. Plaintiffs suffered damages in an amount to be proven at trial.

SEVENTH CLAIM FOR RELIEF
Negligence

66. Plaintiffs incorporate by reference all preceding paragraphs.
67. Defendant owed Plaintiffs a duty to exercise reasonable care in administering account-enforcement systems, reviewing appeals, protecting account access, and avoiding foreseeable harm from false severe enforcement labels.
68. Defendant breached that duty by misclassifying Plaintiffs' account, failing to identify the specific alleged violation, failing to conduct a meaningful review, failing to correct the error after notice, or failing to reasonably investigate possible automation error, mass-reporting, or account compromise.
69. Defendant's breach caused Plaintiffs damages.

EIGHTH CLAIM FOR RELIEF
Declaratory and Injunctive Relief

71. Plaintiffs incorporate by reference all preceding paragraphs.
72. An actual controversy exists between Plaintiffs and Defendant regarding whether Defendant wrongfully restricted Plaintiffs' accounts, falsely labeled Plaintiff's accounts, and must restore or correct account access and records.
73. Plaintiffs seek a declaration that the challenged enforcement decision was unsupported, erroneous, and not based on actual sex trafficking, human exploitation, drug paraphernalia, illegal drug activity, or other alleged misconduct by Plaintiffs.
74. Plaintiffs seek injunctive relief requiring Defendant to:
 - a). restore access to Plaintiffs' accounts and related assets, including art, videos, and photography;
 - b). remove false strikes, restrictions, and enforcement labels;
 - c). correct internal records falsely associating Plaintiffs with the alleged misconduct;
 - d). provide a meaningful human review;
 - e). identify the specific content or activity allegedly at issue; and
 - f). preserve all relevant enforcement, appeal, review, report, classifier, session, login, and account records.
75. Plaintiffs have no adequate remedy at law for loss of account access, loss of audience, loss of records, reputational harm, and continuing false labeling.

DAMAGES & RELIEF SOUGHT

76. Plaintiffs seek compensatory damages in an amount to be proven at trial in excess of \$25,000.

77. Plaintiffs seek statutory damages, treble damages, attorney's fees, costs, interest, and other relief where allowed by law.
78. Plaintiffs seek nominal damages where appropriate.
79. Plaintiffs seek injunctive and declaratory relief.
80. Plaintiffs seek any other relief the Court deems just and proper.

PRESERVATION OF EVIDENCE

81. Plaintiffs specifically request that Defendant preserve all documents, data, electronically stored information, logs, audit trails, records, and communications relating to:
 - a). Plaintiffs' accounts and related assets;
 - b). the restriction, suspension, disabling, deactivation, removal, or limitation of Plaintiffs' accounts;
 - c). all alleged policy violations;
 - d). all content, messages, listings, advertisements, images, posts, reports, or transactions allegedly at issue;
 - e). all automated classifier results, machine-learning outputs, model scores, risk scores, or enforcement triggers;
 - f). all user reports and reporting-user information to the extent discoverable;
 - g). all reviewer notes, escalation notes, internal communications, account-quality records, and appeal records;
 - h). all login, IP, device, session, password-reset, and account-security records;
 - i). all communications with Plaintiffs; and
 - j). all policies, procedures, or review standards applied to Plaintiffs' account(s).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in Plaintiffs' favor and against Defendant as follows:

1. Award compensatory damages in an amount to be proven at trial;
2. Award treble damages and attorney's fees were allowed under N.C. Gen. Stat. Chapter 75;
3. Enter declaratory relief stating that the challenged enforcement action was unsupported, erroneous, and not based on actual sex trafficking, human exploitation, drug paraphernalia, illegal drug activity, or similar misconduct by Plaintiffs;
4. Enter injunctive relief requiring Defendant to restore Plaintiffs' accounts and related assets, remove false strikes or labels, correct internal records, provide meaningful review, identify the specific content or activity at issue, and preserve relevant records;
5. Award costs, pre-judgment and post-judgment interest, and any other relief allowed by law;
6. Grant such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted this 22nd day of June, 2026

Elizabeth G. Simpson

EMANCIPATE NC

N.C. State Bar # 41596

Jamie Marsicano

N.C. State Bar # 64809

P.O. Box 309

Durham, NC 27702

919-682-1149

elizabeth@emancipatenc.org

jamie@peopleslaw.co