# The Already-Physical Present:

# Consumer AI Public Accommodations Under a Functional Coverage Test

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**ABSTRACT**

A widely accepted premise in ADA Title III litigation against consumer artificial intelligence providers is that consumer AI is a pure-digital category lacking the physical operations that would establish nexus under the majority of federal circuits' coverage doctrine. The premise is empirically wrong. As of 2026, Google operates ten permanent Google Stores selling Gemini-integrated devices. Meta operates Meta Labs in Burlingame, Los Angeles, Las Vegas, New York, and Hawaii, selling Ray-Ban Meta AI glasses. Microsoft operates the Fifth Avenue Experience Center selling Copilot-integrated Surface devices. Anthropic operates Project Vend, an experimental program in which the Claude AI system directly operates physical commercial endpoints; Project Vend demonstrates the near-term feasibility of AI systems occupying the commercial-operator role that Title III traditionally assigns to human or corporate operators, though the public-access element of Title III coverage remains unresolved on the current public record. This Article applies the functional public accommodation test developed in a companion Article to the consumer AI sector and demonstrates that three of the four largest consumer AI providers have, through their own physical retail operations, established Title III coverage that the nexus doctrine has been used to deny, with Anthropic positioned as the AI-as-commercial-operator demonstration. The Article develops a five-tier cascade strength scale that distinguishes settled coverage (Tiers 1 and 2) from the live litigation frontier (Tier 3) and from aggressive plaintiff theories (Tiers 4 and 5). The aggregate result is that substantial portions of the consumer digital economy fall within Title III coverage as of 2026 through the AI providers' own physical operations. The narrower category of pure-digital services that remain genuinely without physical operations, with OpenAI as the most prominent example, requires the doctrinal reform developed in the companion Article. The doctrine has been satisfied for most of the consumer AI sector by facts the courts have not yet been asked to see.

**Keywords:** ADA Title III; nexus doctrine; consumer artificial intelligence; physical retail; Google Stores; Meta Labs; Microsoft Experience Center; Project Vend; functional public accommodation; integration cascade; embodied AI; *Robles v. Domino's Pizza*.

## I. Introduction

This Article is a companion to *No Place for the Nexus Doctrine: ADA Title III and Public Accommodation After Digital Migration*, in which the author develops the doctrinal critique of the nexus doctrine and proposes a functional public accommodation test as the replacement coverage standard.[1] The doctrinal argument of the companion Article concerns Title III's reach generally and applies to every category of public accommodation under 42 U.S.C. §12181(7). This Article applies the doctrinal framework to a single sector that is widely treated as the limiting case for digital coverage: consumer artificial intelligence.

The sector matters for two reasons. First, the consumer AI sector represents the fastest-growing and most consequential category of consumer technology in 2026 by any measure of investment, user base, or social impact. Second, consumer AI is the case the defense bar uses to argue that Title III cannot reach digital services without a physical-place gloss. If the nexus doctrine does not produce exclusion for consumer AI, the doctrine does not produce exclusion in its strongest defensive application. If the functional public accommodation test reaches consumer AI cleanly, the test has demonstrated operability in the most contested context.

The argument of this Article is that consumer AI providers have already built the physical operations that the nexus doctrine demands. The premise that consumer AI is a pure-digital category does not survive examination as applied to Google, Meta, Microsoft, and Anthropic, which together constitute the great majority of consumer AI commercial activity in the United States market. Each operates physical retail or commercial endpoints in 2026 that satisfy the nexus doctrine's own requirements when those requirements are applied to the actual facts on the ground. The doctrine's continued use to defend consumer AI litigation depends on courts and counsel not having yet engaged with what has happened to the industry's physical operations in the last five years.

The Article proceeds in ten Parts beyond this Introduction. Part II summarizes the functional public accommodation test developed in the companion Article and the framing this Article applies. Part III articulates the cascade strength scale on which the provider analyses rely. Parts IV through VII develop individual provider analyses for Google, Meta, Microsoft, and Anthropic. Part VIII presents the aggregate result and the integration cascade analysis. Part IX addresses the OpenAI exception and the narrower remaining category of providers without physical operations. Part X considers the embodied AI frontier as the further closure of the remaining nexus gap. Part XI concludes by assessing the doctrinal implications.

## II. The Functional Public Accommodation Test in Summary

The companion Article develops the doctrinal foundation in detail. This Part summarizes the test for the reader who comes to this companion piece independently.

The functional public accommodation test holds that a facility or service qualifies as a place of public accommodation under Title III if: (1) it is operated by a private entity whose operations affect commerce; (2) its function falls within one of the twelve statutory categories of 42 U.S.C. §12181(7) or within the residual "other" clauses of those categories; and (3) it completes commercial transactions, service provision, information dissemination, cultural exhibition, educational delivery, or other covered activity between the entity and members of the public. Coverage does not depend on whether the access point is architectural, telephonic, digital, automated, or embodied. The test reads "place of public accommodation" as a description of function rather than architecture, consistent with the First Circuit's reasoning in *Carparts Distribution Center v. Automotive Wholesaler's Association of New England, Inc.*[2]

[1] Travis Gilly, *No Place for the Nexus Doctrine: ADA Title III and Public Accommodation After Digital Migration* (working draft 2026).

[2] 37 F.3d 12, 19 (1st Cir. 1994) ("It would be irrational to conclude that persons who enter an office to purchase services are

The test produces an outcome for each entity. The companion Article walks through the application of the test across all twelve statutory categories. This Article applies the test specifically to consumer AI providers, with attention both to the test's direct application and to the existing nexus doctrine's application to the same providers, which produces the same coverage result on the present facts.

## III. The Cascade Strength Scale

The provider-by-provider analyses developed in Parts IV through VII rely on a cascade theory: physical nexus established at one point in a corporate ecosystem extends coverage to integrated products and services within that ecosystem. The cascade theory has multiple strength levels, and conflating them weakens the doctrinal argument. This Part articulates a five-tier strength scale, identifies the doctrinal authority for each tier, and distinguishes the tiers on which this Article relies from the tiers it does not assert.

*Tier 1: The product sold in store contains an inaccessible feature.* The strongest cascade is no cascade at all. A device sold at a physical retail location includes an integrated AI feature that fails accessibility. Coverage attaches through the physical retail location under *Robles v. Domino's Pizza*.[3] The integrated feature is part of the product sold. A Pixel phone sold at the Chelsea Google Store with an inaccessible Gemini interface presents Tier 1 coverage. The Tier 1 argument is doctrinally settled and would survive in any circuit applying *Robles*.

*Tier 2: The website or app needed to configure, support, or use a store-sold product is inaccessible.* The classic *Robles* fact pattern. A customer who has purchased a product at a physical retail location requires a website or app to configure the product, manage its settings, access customer service, or unlock features. The website is tied to the physical place through its operational role in supporting store-sold products. A Ray-Ban Meta glasses purchaser at Meta Lab Burlingame who needs Meta AI's setup interface to activate the glasses presents Tier 2 coverage. Tier 2 is also doctrinally settled.

*Tier 3: The same AI service is integrated into both store-sold products and other corporate apps.* The middle tier and the live litigation frontier. The AI service that runs on the physical retail location's sold devices is also integrated into the company's broader app ecosystem. Meta AI runs on Ray-Ban Meta glasses (Tier 1 or 2 coverage) and also runs inside WhatsApp, Instagram, Facebook, and Messenger. The Tier 3 argument is that the integrated AI service inherits the physical nexus from the store-sold product because it is the same service deployed across multiple platforms. The Tier 3 argument is plausible under *Robles*'s functional reasoning but has not been squarely tested. This is the tier on which this Article presses for development. A plaintiff in a 2026 Ninth Circuit case alleging Meta AI inaccessibility could plead the Tier 3 argument grounded in Meta Lab retail nexus.

*Tier 4: The corporate ecosystem inherits nexus from any physical operation.* An aggressive tier that argues all corporate consumer products and services inherit physical nexus from any physical retail operation the corporation runs. Under Tier 4, Google's ten physical Google Stores would establish coverage for Google Search, Gmail, Google Docs, YouTube, Google Maps, and the entirety of Google's consumer product line, regardless of whether the specific challenged product is sold at the physical store. The Tier 4 argument is doctrinally novel and would require courts to extend *Robles*'s tied-to-physical-place reasoning to a corporate-ecosystem theory of nexus. This Article notes Tier 4 as an argument that some plaintiffs may attempt but does not assert it as a settled or even probable doctrinal outcome.

*Tier 5: Unrelated digital services owned by the same parent corporation inherit nexus.* The most aggressive tier. Tier 5 would extend coverage to digital services that are owned by the same parent corporation as a physical

protected by the ADA, but persons who purchase the same services over the telephone or by mail are not. Congress could not have intended such an absurd result.").

[3] 913 F.3d 898 (9th Cir. 2019), *cert. denied*, 140 S. Ct. 122 (2019).

retail operation but that have no operational relationship to the physical retail. Under Tier 5, Microsoft's Fifth Avenue Experience Center would establish coverage for Azure cloud enterprise services and LinkedIn business operations because they are owned by the same parent corporation. The Tier 5 argument is not defensible under existing nexus doctrine and this Article does not advance it.

The doctrinal posture of this Article is that Tiers 1 and 2 are settled, Tier 3 is the live litigation frontier and the tier on which the provider-by-provider analyses below primarily rely, Tier 4 is a plaintiff-side argument worth preserving but not central to this Article's claims, and Tier 5 is aggressive enough that pleading it would weaken the surrounding Tier 1 through Tier 3 arguments. Subsequent Parts of this Article identify, for each provider, which tier of cascade reasoning supports the doctrinal conclusion. The result is that each provider analysis can be evaluated by the reader against the strength of the cascade it depends on, and a court can adopt the Article's conclusions at the level of cascade rigor the court is comfortable with.

## IV. GOOGLE: PHYSICAL RETAIL AND THE GEMINI CASCADE

Google operates ten permanent physical Google Stores in the United States as of May 2026. The Chelsea Manhattan flagship opened June 17, 2021, at 76 Ninth Avenue, directly across from Chelsea Market, as part of Google's New York urban campus.[4] The Williamsburg Brooklyn store followed in June 2022. Mountain View Visitor Center opened in 2023 as the first West Coast Google Store. Additional permanent locations have opened in Boston on Newbury Street, Oak Brook Illinois, Santa Monica California, Austin Texas (Domain Northside), Miami Florida (Aventura), and Washington D.C. (Georgetown). The tenth store opened May 8, 2026, at Fashion Valley in San Diego.[5]

The Google Store Chelsea is a 5,000-square-foot retail space designed to LEED Platinum certification.[6] The store sells Pixel phones, Nest home products, Fitbit wearables, Pixelbook devices, and Google-branded accessories. It features interactive Discovery Boxes around the store periphery that animate the functioning of each product, a Nest product gallery wall displaying 35 Nest products, and a 17-foot-tall circular glass Imagination Space with custom interactive screens demonstrating Google products including Google Translate's real-time speech translation.[7]

The Google Pixel devices sold at Google Stores run Google Gemini, Google's consumer artificial intelligence product, as an integrated feature. Customers who purchase a Pixel at the Chelsea Google Store purchase a device on which Gemini is a core product feature. The transaction is a purchase of hardware that includes AI integration. The store is a category (E) sales establishment under 42 U.S.C. §12181(7)(E) that sells and demonstrates Google's AI-integrated products. Under *Robles v. Domino's Pizza, LLC*,[8] Google.com (the website through which additional Google products and services are transacted) is covered by Title III because it is tied to a physical place of public accommodation that Google itself operates. That coverage extends to the Google product ecosystem the website supports.

The Gemini cascade extends the analysis through the Google consumer product line. Google Gemini is integrated

[4] *See* Jason Rosenthal, *Welcome to the new Google Store in NYC*, Google Blog (May 20, 2021), https://blog.google/products-and-platforms/devices/google-store-nyc/; Google, *Google Store Locations*, https://store.google.com/magazine/locations.

[5] *See* Lou Hirsh, *Google debuts 10th US store in tough field for technology giants*, CoStar News (May 12, 2026), https://www.costar.com/article/712768357/google-debuts-10th-us-retail-store-in-tough-field-for-technology-giants; Abner Li, *The 10th Google Store is opening in San Diego this May*, 9to5Google (Apr. 25, 2026), https://9to5google.com/2026/04/25/google-store-san-diego/.

[6] *See* Ivy Ross & Nathan Allen, *Open for business: A look inside our Google Store in NYC*, Google Blog (June 16, 2021), https://blog.google/products-and-platforms/devices/google-store-nyc-opening/; Reddymade, *Google Store Chelsea* (project description), https://reddymade.design/projects/google-store-chelsea/.

[7] *See* Pei-Ru Keh, *Google gets physical with first New York store*, Wallpaper Mag. (last updated Oct. 7, 2022), https://www.wallpaper.com/design/google-new-york-store-opens (describing interior features and interactive demonstrations).

[8] 913 F.3d 898 (9th Cir. 2019), *cert. denied*, 140 S. Ct. 122 (2019).

into Google Search, Gmail, Google Docs, Google Sheets, Google Slides, Google Meet, Android operating system, Google Photos, YouTube, Google Maps, Google Workspace, Google Chrome, and Pixel devices. The Pixel phones sold at Google Stores run Gemini as an operating system feature. The Nest products sold at Google Stores integrate with Gemini for voice and automation features. The integration extends across essentially the entirety of Google's consumer-facing product line.

The cascade runs on a single analytical structure. Google Gemini is a covered service through Google Stores physical retail. Every Google product into which Gemini is integrated inherits the physical nexus because the integrated product is the same product sold at the physical location.

The cascade analysis varies in strength across products. Tier 1 coverage attaches to Pixel devices and Nest products sold at Google Stores: these are physical retail sales of devices that contain integrated Gemini features. Tier 2 coverage attaches to the Google websites and apps required to configure, support, or use the store-sold Pixel and Nest products: Google's product support pages, the Google Home app, the Pixel setup interface. Tier 3 coverage extends the cascade to Google products into which Gemini is integrated as the same AI service deployed in store-sold devices: Gmail, Google Docs, Google Sheets, Google Slides, Android operating system, Google Photos, Google Maps, Google Workspace, Google Chrome, YouTube, Google Search. Each of these runs Gemini as the same integrated AI service that ships on the Pixel sold at the Chelsea Google Store. The Tier 3 argument is the principal claim of this Section. Tier 4 coverage would extend the cascade to Google services that do not run Gemini, on the theory that the corporate ecosystem inherits nexus from any Google physical operation; this Article notes the argument but does not assert it as settled doctrine.

## V. Meta: Meta Labs and the Meta AI Cascade

Meta Platforms, Inc. operates physical retail locations marketed under the Meta Lab brand. Its first store, in Burlingame, California, opened May 9, 2022, at 322 Airport Boulevard as part of Meta's corporate campus.[9] Meta's flagship Meta Lab, a 20,000-square-foot location on Melrose Avenue in Los Angeles that Meta describes as its flagship retail location with multiple levels designed for hardware demonstration, opened in 2025. Meta operates additional Meta Lab locations in Las Vegas (Wynn Plaza Shops), New York City (Fifth Avenue), and Honolulu (Ala Moana); Meta has described the Las Vegas and New York locations as pop-up retail spaces.[10]

Meta Labs sell Ray-Ban Meta artificial intelligence glasses, Oakley Meta smart glasses, Meta Ray-Ban Display glasses (featuring an in-lens display controlled by subtle hand motions), Meta Quest 3, and Meta Quest 3S virtual reality headsets.[11] The Meta Ray-Ban Display glasses are sold only in Meta Lab stores at launch. Each location offers product demos, try-on, in-store experts, and limited-edition products available only in retail. The glasses operate through Meta's artificial intelligence systems, including the Meta AI assistant.

The commercial significance of the Meta Lab footprint has accelerated. Meta sold over one million Ray-Ban Meta smart glasses in 2024, and CEO Mark Zuckerberg has publicly stated an ambition to expand sales to five million units.[12] Meta's physical retail strategy is expressly positioned to compete with Apple's retail footprint, a framing that

[9] *See* Meta, *Introducing Meta Store: A Hands-On Experience With Our Hardware*, Meta Newsroom (Apr. 26, 2022); Meta, *Meta Lab Burlingame*, https://www.meta.com/meta-lab/burlingame/ (listing store hours, location, and in-store products).

[10] *See* Meta, *See all Meta Lab locations*, https://www.meta.com/meta-lab/ (listing operating retail locations); David Heaney, *Meta Opens LA Store To Sell Smart Glasses & Quest Headsets*, UploadVR (Nov. 11, 2025), https://www.uploadvr.com/meta-opens-la-retail-store-meta-lab/ (describing LA flagship and other Meta Lab locations).

[11] *See* Meta, *Meta Lab Burlingame* (product listing and pricing: Ray-Ban Meta from $299, Oakley Meta from $399, Meta Ray-Ban Display from $799).

[12] *See Ray-Ban Meta Glasses Sold Over 1 Million Units In 2024*, UploadVR (Jan. 31, 2025), https://www.uploadvr.com/ray-ban-meta-glasses-sold-1-million-units/ (reporting one-million-unit 2024 sales and Zuckerberg's stated ambition of five million units, drawn from a leaked Meta all-hands meeting first reported by The Verge).

establishes Meta's own self-understanding of its physical retail operations as comparable to a retailer whose Title III coverage through physical stores is unambiguous.

The Meta AI cascade extends through the social platforms. Meta AI is integrated directly into Facebook, Instagram, WhatsApp, Messenger, and Threads. The integration is not incidental. Meta has represented to its users and the investment community that Meta AI, powered since April 2026 by Meta's Muse Spark large language model, is a core feature of each of those platforms.[13] Meta's own disclosures indicate that the Meta AI digital assistant reached over one billion monthly active users across the integrated platforms by May 2025.[14] Meta AI is integrated into WhatsApp at the platform level; while the assistant button can be hidden through the application's settings, the feature cannot be removed from the application entirely.[15] The same AI assistant that Meta sells through Ray-Ban Meta glasses at Meta Labs Burlingame, Los Angeles, Las Vegas, and NYC runs inside every WhatsApp conversation, every Facebook Messenger exchange, every Instagram direct message, and every Threads interaction.

The cascade consequence follows from the integration. Meta AI is a covered service through Meta Labs physical retail under *Robles*. The platforms into which Meta AI is integrated inherit the physical nexus because the integrated product is the same product sold at the physical location.

The cascade strength scale applies to Meta as it does to Google. Tier 1 coverage attaches to Ray-Ban Meta glasses, Oakley Meta glasses, Meta Ray-Ban Display glasses, Meta Quest 3, and Meta Quest 3S devices sold at Meta Labs. Tier 2 coverage attaches to the Meta apps required to set up, configure, or operate the store-sold glasses and headsets: the Meta View app, the Meta Quest app, and related companion apps. Tier 3 coverage extends to the Meta consumer platforms running the same Meta AI service that ships on the Ray-Ban Meta glasses sold at Meta Lab Burlingame: WhatsApp, Facebook Messenger, Instagram direct messages, Threads, and the Facebook AI features. The Tier 3 argument is the principal claim of this Section. The Tier 3 case for Meta is particularly strong because Meta has publicly represented Meta AI as the same AI service across all integrated platforms, the Meta AI assistant reached one billion monthly active users by May 2025 across the integrated platforms specifically because of cross-platform integration, and Meta has integrated Meta AI into WhatsApp at the platform level such that, while the assistant button can be hidden, the feature cannot be removed from the application entirely. The integration is pervasive, public, and represented by Meta as core to the products. Tier 4 coverage would extend the cascade to Meta services into which Meta AI is not currently integrated; this Article notes but does not assert that argument.

This is a substantial development. Social media platforms have historically been treated as pure-digital services outside Title III reach in the majority of circuits. A coherent application of *Robles* to Meta's current corporate configuration produces the opposite result. Facebook, Instagram, WhatsApp, Messenger, and Threads are reached by Title III in 2026 through the physical nexus of Meta's retail footprint, because Meta AI is integrated into all of them and Meta AI is sold at Meta Labs.

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[13] *See Meta Launches AI Model to Be Integrated Into Facebook, WhatsApp, Messenger, and Instagram*, Dawan Africa (Apr. 9, 2026) (announcing Muse Spark integration across Meta's consumer platforms); Meta, *Muse Spark: The first in a new series of large language models from Meta Superintelligence Labs* (April 2026).

[14] *See* Jonathan Vanian, *Mark Zuckerberg says Meta AI has 1 billion monthly active users*, CNBC (May 28, 2025), https://www.cnbc.com/2025/05/28/zuckerberg-meta-ai-one-billion-monthly-users.html (reporting Zuckerberg's announcement at Meta's annual shareholder meeting that Meta AI reached one billion monthly active users).

[15] *See* Webwise, *Explained: What is Meta AI in WhatsApp?* (May 22, 2025) (describing Meta AI's integration into WhatsApp).

## VI. Microsoft: Experience Center and the Copilot Cascade

Microsoft operates the Microsoft Experience Center at 677 Fifth Avenue, New York City, as its remaining United States consumer retail location as of 2026.[16] The previously operating London and Sydney Experience Centers closed in January 2025 and May 2025 respectively.[17] The Microsoft Visitor Center in Redmond, Washington, continues to operate.

The Fifth Avenue Microsoft Experience Center sells Surface devices, Windows PCs, Xbox accessories, and associated Microsoft products. The store demonstrates Microsoft's artificial intelligence offerings, including Microsoft Copilot, across product lines including Surface devices and Xbox platforms.[18] The store permits customers to browse products, view demonstrations, receive setup and training, and purchase select Microsoft products onsite. It is a category (E) sales establishment by any reading of the statute.

The Copilot cascade extends through the Microsoft consumer ecosystem. Microsoft Copilot is integrated into Windows 11, Microsoft 365 (Word, Excel, PowerPoint, Outlook, Teams, OneNote), Bing search, Microsoft Edge browser, GitHub, Azure cloud services, and Dynamics 365. The integration is sold at the Microsoft Experience Center on Fifth Avenue through Surface devices, Windows PCs, and demonstration of Copilot features across the Microsoft product line.[19]

The cascade covers Windows operating system accessibility, Microsoft 365 accessibility, and Azure consumer-facing service accessibility. Microsoft's physical retail in New York City establishes the nexus through which Copilot-integrated products reach Title III coverage, and the integration cascades through every product into which Copilot is embedded.

The cascade strength scale applies. Tier 1 coverage attaches to Surface devices, Windows PCs, and Xbox accessories sold at the Fifth Avenue Experience Center. Tier 2 coverage attaches to the Microsoft apps and websites required to set up, configure, or use the store-sold devices: Microsoft account setup, Windows activation, the Microsoft Store on Windows. Tier 3 coverage extends to the consumer Microsoft 365 applications running the same Copilot service that ships on the Surface devices sold at Fifth Avenue: Word, Excel, PowerPoint, Outlook, Teams, OneNote, plus Bing search, Microsoft Edge, and the consumer-facing Copilot interface. The Tier 3 argument is the principal claim of this Section. Tier 4 would extend the cascade to enterprise Azure services, GitHub Enterprise, and Dynamics 365, which are sold and supported through channels separate from the Fifth Avenue Experience Center; this Article does not assert that extension.

## VII. Anthropic: Project Vend and the AI-as-Operator Configuration

Anthropic has moved beyond physical retail into the more striking territory of operating physical commercial endpoints with Claude positioned as the operator rather than as the product sold. Project Vend, first reported by Anthropic in June 2025 and continuing through 2026, installs Claude-operated autonomous vending machines in three cities: San

[16] *See* Microsoft, *Find a Microsoft Store Near Me*, https://www.microsoft.com/en-us/store/locations (listing Fifth Avenue NYC and Redmond Visitor Center as remaining locations).

[17] *See* Kevin Okemwa, *Microsoft has closed its "Experience Center" store in Sydney, Australia, as it ramps up a continued digital growth campaign*, Windows Central (May 16, 2025).

[18] *See* Microsoft, *Microsoft unveils new generative AI and data solutions across the shopper journey, offering copilot experiences through Microsoft Cloud for Retail*, Microsoft News (Jan. 11, 2024), https://news.microsoft.com/source/2024/01/11/microsoft-unveils-new-generative-ai-and-data-solutions-across-the-shopper-journey-offering-copilot-experiences-through-microsoft-cloud-for-retail/.

[19] *See* Microsoft, *Office Locations* (describing Microsoft Experience Center in New York City offering in-person product experience and purchase).

Francisco (two machines in Anthropic's headquarters), New York City, and London.[20] A Wall Street Journal newsroom deployment ran for three additional weeks in late 2025.[21]

The Project Vend machines are physical commercial endpoints owned by Anthropic at which transactions are completed with Claude operating as the commercial agent. The AI system stocks inventory, sets prices, identifies suppliers, responds to customer requests, and manages the financial operations of the business. The human workforce component is limited to Andon Labs personnel performing physical restocking under Claude's direction. Anthropic's own research publications characterize the experiment as testing Claude's capacity to operate as an economically autonomous agent in a physical commercial setting.

The doctrinal significance of Project Vend cuts deeper than ordinary retail nexus. Google operates Google Stores that sell Google products including Gemini-integrated hardware. Meta operates Meta Labs that sell Meta AI glasses. Microsoft operates the Experience Center that sells Copilot-integrated Surface devices. These are AI companies operating physical retail establishments through which AI-integrated products are sold to the public. Anthropic does something materially different. Anthropic operates physical commercial endpoints *as* an AI. Claude is not the product being sold at the Project Vend machine. Claude is the commercial operator of the sales endpoint.

One qualification is warranted. Anthropic describes Project Vend as "a small, in-office vending business." Whether the machines are open to the general public or are limited to office participants is a factual question that the public record does not fully resolve. The doctrinal value of Project Vend for purposes of this Article is therefore not that it conclusively establishes Claude as the operator of a Title III public accommodation. The doctrinal value is that Project Vend demonstrates the near-term feasibility of AI systems occupying the commercial-operator role that Title III traditionally assigns to human or corporate operators. The factual development that would make Project Vend a clean public accommodation case (public access to the machines, transactions completed with members of the public rather than office participants) is a small step from Anthropic's existing operations. The case for treating Project Vend as a public accommodation reduces, on the present facts, to a question of access rather than a question of legal categorization.

Anthropic has in effect pre-litigated the structural question the nexus doctrine exists to avoid. The question is whether an AI service is the kind of entity that can be a place of public accommodation. Anthropic's experiment, demonstrated through Project Vend, is that Claude can operate the kind of entity that is unambiguously a place of public accommodation. The argument that consumer AI lacks the physical nexus required by the majority circuits is therefore undermined by Anthropic's own experimental demonstration, conducted across three cities, involving the consumer AI product Anthropic itself markets.

## VIII. The Aggregate Result and the Integration Cascade

The physical retail footprint of Google, Meta, Microsoft, and Anthropic does not merely establish coverage for the specific AI products demonstrated or sold at each location. It cascades through the integration of those AI products with the broader commercial ecosystems each company operates.

[20] *See* Anthropic, *Project Vend: Can Claude run a small shop? (And why does that matter?)*, Anthropic Research (June 27, 2025), https://www.anthropic.com/research/project-vend-1; Anthropic, *Project Vend: Phase two* (Dec. 18, 2025), https://www.anthropic.com/research/project-vend-2 (describing expansion to second San Francisco machine plus New York and London locations).

[21] *See* Joe Wilkins, *Anthropic's Advanced New AI Tries to Run Vending Machine, Goes Bankrupt After Ordering PlayStation 5 and Live Fish*, Futurism (Dec. 20, 2025), https://futurism.com/future-society/anthropic-ai-vending-machine; Viacheslav Vasipenok, *Anthropic's Project Vend: When AI Takes the Reins of a Real-World Shop*, QUASA (Dec. 29, 2025), https://quasa.io/media/anthropic-s-project-vend-when-ai-takes-the-reins-of-a-real-world-shop.

The aggregate position is that the four largest consumer artificial intelligence providers in the United States market each operate physical retail or physical commercial endpoints through which they sell, demonstrate, or commercially operate their AI-integrated product ecosystems. The nexus that the doctrine pretends does not exist has been built by the industry itself. The industry's own physical operations establish Title III coverage for the services the doctrine is still being used to exempt.

The cascade structure operates within the tier scale developed in Part III. Each provider's physical retail establishes Tier 1 coverage for AI-integrated devices sold at the location. Tier 2 coverage attaches to the apps and websites required to use those devices. Tier 3 coverage extends to the broader corporate platforms running the same AI service deployed in the store-sold products. The aggregate position depends primarily on Tier 1 and Tier 2 coverage, which are settled doctrine, and on Tier 3 coverage, which is the live litigation frontier. Tier 4 and Tier 5 arguments are noted but not relied on.

The combined doctrinal picture. A Ninth Circuit panel considering a Title III claim against Meta AI in 2026, where the plaintiff pleads that Meta Labs Burlingame is a Meta-operated physical sales establishment selling Ray-Ban Meta AI glasses, and where the court is asked to apply *Robles*, faces meaningful difficulty in dismissing the claim for want of nexus. Meta operates the physical store. Meta sells the AI product at the physical store. The website through which Meta AI is accessed, and the platforms through which Meta AI is integrated under the cascade analysis above, are tied to the physical place in the *Robles* sense. Coverage follows.

The same analysis reaches Google Gemini, Microsoft Copilot, and Anthropic Claude. The nexus doctrine, applied to the 2026 facts on the ground, produces coverage for each of the major consumer AI providers. The doctrine's continued use to defend pure-digital exclusion claims depends on courts and counsel not having yet aggregated what has happened to the ground truth in the decade since *Cullen v. Netflix*[22] treated streaming services as exempt for want of physical operations.

This creates a strategic inflection point for Title III litigation. Plaintiff-side counsel armed with the physical retail footprint analysis can plead nexus that meets the doctrine's own requirements. The case does not require replacement of the nexus doctrine for consumer AI coverage in 2026. It requires only honest application of the doctrine to facts the doctrine's own framework reaches. The doctrinal reform the companion Article proposes becomes necessary for the narrower remaining category of services that genuinely lack any physical retail presence. Consumer AI as a category has moved out of that narrower group through the industry's own expansion into physical retail.

## IX. The OpenAI Exception and the Genuinely Pure-Digital Remainder

The cascade analysis applies to providers with physical operations. It does not apply to providers that operate without physical retail or physical commercial endpoints. OpenAI is the most prominent example.

OpenAI as of 2026 operates no consumer retail. It maintains corporate offices and research facilities. It distributes ChatGPT, the OpenAI API, and related products entirely through digital channels. The hardware partnership with Jony Ive's company io, announced in 2024 and expected to produce a consumer AI hardware device, has not yet shipped at scale and does not yet establish a retail presence comparable to Google Stores or Meta Labs. OpenAI is therefore the test case for whether the nexus doctrine produces coverage in the absence of physical operations.

Under the nexus doctrine as applied in the majority of circuits, OpenAI's ChatGPT service is not covered by Title III. The service has no physical place of public accommodation tied to its operations. The doctrine's coverage gap, as it stands in 2026, exists for OpenAI and for the smaller universe of consumer AI providers without physical retail. The

[22] *Cullen v. Netflix, Inc.*, 600 F. App'x 508 (9th Cir. 2015) (affirming dismissal of Title III claim against streaming service for want of physical nexus).

gap is real. The companion Article's doctrinal reform argument is required to close it.

The narrowing of the coverage gap from "consumer AI generally" to "OpenAI and similarly situated pure-digital providers" is itself a significant doctrinal development. The premise of much existing litigation strategy and academic analysis has been that consumer AI represents a large category outside Title III reach. The premise was correct as of 2018. It is now incorrect for Google, Meta, Microsoft, and Anthropic. The category outside Title III reach has narrowed to OpenAI and to a smaller set of competitors and entrants without physical operations. The remaining gap is meaningfully smaller than the gap the existing doctrine has been used to describe.

The remaining gap remains substantial. OpenAI serves a substantial user base. The pure-digital remainder includes Perplexity, Mistral, xAI in its consumer-facing applications, Character.AI in its remaining operations, and a range of smaller providers. The companion Article's reform argument addresses the gap directly. This Article notes the gap exists and clarifies its narrower scope.

## X. The Embodied AI Frontier

The cascade and aggregate analyses developed above concern the present state of consumer AI in 2026. The forward-looking question is what happens as embodied AI products move through their commercial development cycle. The answer is that the remaining nexus gap will close further, through the same mechanisms by which physical retail has closed the gap for the four major providers.

Embodied AI is emerging through multiple product lines that are already commercially available or in advanced development. Domestic robots powered by large language models are in early commercial release, including humanoid robots from Figure, 1X, Agility Robotics, and Tesla's Optimus program.[23] Wearable AI assistants integrated into phones, glasses, earbuds, and other devices are shipping from Meta (Ray-Ban Meta glasses), Apple (Vision Pro and emerging AI-integrated iPhone functions), Google (Pixel with integrated Gemini), and Humane (AI Pin) in various states of market success.[24] AI-powered appliances including connected refrigerators, voice-controlled home systems, and AI-enabled cooking equipment are commercially available. AI-enhanced vehicles, particularly in advanced driver assistance and autonomous driving features, are deployed at scale through Tesla, Waymo, Cruise in its remaining operations, and legacy automakers' AI-integrated vehicles. Enterprise robotics for warehousing, delivery, and service are expanding rapidly through Amazon's fulfillment robotics, Boston Dynamics' Stretch and Spot platforms, and delivery robots from Starship, Nuro, and others.

Three doctrinal framings apply to embodied AI as the technology matures.

The first framing treats the embodied AI device as a product sold through retail channels. Sold at Apple Stores, Best Buy, Amazon (through Lockers and Whole Foods distribution), or other physical retailers, the device creates nexus through the seller. This matches the existing iPhone model. Apple is covered under Title III through Apple Stores. The iPhone is a product Apple sells, and Apple's accessibility obligations under Title III extend to the product's accessibility features. The same analysis will apply when Meta, Google, or other AI device makers distribute through physical retail channels.

The second framing treats the embodied AI device as a leased service endpoint, owned by the AI company and placed in customer homes or businesses. Peloton is a close analog: the hardware is sold but remains integrated with

[23] *See* Figure AI, *Figure 02 Humanoid Robot Specifications* (2024); 1X Techs., *NEO Humanoid Specifications* (2024); Agility Robotics, *Digit Specifications* (2024); Tesla, Inc., *Optimus Gen 2 Product Overview* (2024); Ryan Calo, *Robotics and the Lessons of Cyberlaw*, 103 Cal. L. Rev. 513 (2015) (analyzing legal implications of embodied robotics).

[24] *See* Meta Platforms, *Ray-Ban Meta Smart Glasses Product Specifications* (2024); Apple Inc., *Apple Vision Pro Product Specifications* (2024); Humane Inc., *AI Pin Product Specifications* (2024) (company subsequently wound down operations in 2025).

an ongoing service operated by the company. Tesla follows a similar pattern with its software updates and service integration. When AI services ship embodied hardware under similar commercial structures, the same analysis applies. Robot subscription services are likely to follow this model as the technology matures.

The third framing treats the embodied AI device as a mobile agent that accompanies the user into public spaces or that interacts with third parties. This is the doctrinal frontier. Food trucks have been analyzed as mobile places of public accommodation.[25] Uber drivers are mobile extensions of the Uber dispatch platform. A mobile AI agent that performs services in public space on behalf of its user, or that interacts with third parties as an agent of the AI company, is structurally similar. Coverage will likely follow through extension of the existing mobile-agent doctrine.

A fourth framing may emerge for mixed physical-digital deployments, including AI services delivered through kiosks in public spaces (airports, transit stations, commercial facilities). These installations combine the physical place coverage of the kiosk with the service provision of the AI, producing coverage through the physical installation even without separate analysis of the underlying service.

The transition from the present state described in earlier Parts to the embodied future is therefore continuous rather than discontinuous. The major providers already operate physical retail. The minor providers will eventually distribute embodied products through physical retail. The nexus gap will continue to narrow. The remaining gap for genuinely pure-digital consumer AI requires the doctrinal reform developed in the companion Article. The gap will not close on its own through embodiment, because some providers will continue to operate without physical operations, and the harms occurring during any gap are substantial and in many cases irreversible.

## XI. Conclusion

The narrative that consumer artificial intelligence is a pure-digital category waiting for embodiment to create physical endpoints is empirically wrong for the major providers. Google operates ten Google Stores. Meta operates five Meta Labs. Microsoft operates the Fifth Avenue Experience Center. Anthropic operates Project Vend, which demonstrates the AI-as-commercial-operator configuration although the public-access element of Title III coverage remains unresolved on the current public record. Three of the four largest consumer AI providers in the United States market have built the physical retail operations that the nexus doctrine demands, and each has integrated its AI service into a broader product ecosystem that, under the cascade strength scale developed in Part III, brings substantial portions of the consumer digital economy within Title III coverage at the Tier 1 through Tier 3 levels of the scale.

The doctrinal consequence is that Title III reaches the consumer AI services of these four providers, and the broader product ecosystems into which their AI services are integrated, through the providers' own physical retail operations. The case does not require replacement of the nexus doctrine to produce this coverage. It requires honest application of the existing doctrine to facts the doctrine's own framework reaches.

The narrower remaining category of providers without physical operations, with OpenAI as the most prominent example, requires the doctrinal reform developed in the companion Article. The functional public accommodation test reaches OpenAI and the broader pure-digital remainder. The nexus doctrine continues to exclude these providers. The reform is necessary to close the remaining gap.

The aggregate picture is that the doctrine has been satisfied for most of the consumer AI sector by facts the courts have not yet been asked to see. The remaining gap is narrower than the existing literature describes. The doctrinal reform argument is correspondingly more focused than it might otherwise be. The combined effect of this Article and

[25] *See* 28 C.F.R. §36.104 (defining "place of public accommodation" by reference to twelve enumerated facility categories operated by private entities affecting commerce); DOJ, *Accessibility of Food Trucks, Coffee Carts, and Similar Mobile Businesses Under Title III* (guidance applying the regulation to mobile vendors).

the companion Article is to demonstrate that Title III's reach extends substantially further than the defense bar has been able to maintain, and to identify the specific remaining gap that doctrinal reform must close.

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