

In the name of the King

Judgment

AMSTERDAM DISTRICT COURT

Civil law division

Case numbers: C/13/74 1774 / HA ZA 24-2 and
C/13/747370 / HA ZA 24-224

Judgment in the procedural issue of 15 October 2025

in the case with number C/13/74 1774 / 1-IA ZA 24-2 of

STICHTING ONDERZOEK MARKTINFORMATIE

a foundation having its registered office in Amstelveen,
plaintiff in the principal action,
respondent in the procedural issue,
hereinafter to be referred to as: SOMI,
represented by M. Schimmel LLM,

versus

1. **META PLATFORMS, INC.,**

a legal entity incorporated and existing under foreign law
having its registered office in Menlo Park, California, United States of America,

2. **META PLATFORMS IRELAND LTD.,**

a legal entity incorporated and existing under foreign law
having its registered office in Dublin, Ireland,

3. **FACEBOOK NETHERLANDS B.V.**

a private company with limited liability [B.V.]
having its registered office in Amsterdam,
defendants in the principal action,
plaintiffs in the procedural issue,
hereinafter individually to be referred to as: Meta Inc., Meta Ireland and Facebook Netherlands and
collectively as: Meta,
represented by: G.H. Potjewijd LLM.

in the case with number C/13/747370 / HA ZA 24-224 of

DATA PRIVACY STICHTING,

a foundation having its registered office in Amstelveen,
plaintiff in the principal action pursuant to article 1018d DCCP,
respondent in the procedural issue,
hereinafter to be referred to as: DPS,
represented by: J.H. Lemstra LLM,

versus the three aforesaid defendants (Meta).

1. Introduction

- 1.1. This case concerns a collective action as referred to in article 305a of Book 3 of the Dutch Civil Code (DCC). In these proceedings SOMI and DPS represent the interests of Dutch users of Facebook. In addition, DPS represents the interests of Dutch users of Instagram. The main complaint of DPS and SOMI is that Meta processes personal data of Facebook and/or Instagram users in breach of the applicable regulations. The purpose of this collective action brought by SOMI and DPS is that Meta ceases these practices and pays compensation to the members of SOMI and DPS for the damage caused.
- 1.2. At this stage of the proceedings, the focus is not yet on a substantive assessment of the claims of SOMI and DPS, but on the question raised by Meta as to whether this court has jurisdiction to assess the dispute and whether the case should be stayed, as requested by Meta.
- 1.3. In this judgment, the district court rules that it has jurisdiction to hear and determine the matter. Since the court considers itself to be the court of competent jurisdiction, the next phase in these proceedings would be the admissibility phase, in which the admissibility of the claims of SOMI and DPS claims would be assessed. However, the court sees reason to stay the main proceedings, pending the answers to the questions the Rotterdam district court has referred to the Court of Justice of the European Union for a preliminary ruling. The answer to those questions may be relevant to the assessment of the admissibility of SOMI and DPS.

2. The proceedings

- 2.1. The course of the proceedings is apparent from:
 - the identical summonses issued by SOMI on 3 November 2023,
 - the decision of the cause list judge of 20 December 2023, whereby the period referred to in article 1018d (1) of the Dutch Code of Civil Procedure (DCCP) was extended by one month for DPS,
 - the document containing exhibits submitted by SOMI dated 14 February 2024,
 - the identical summonses issued by DPS on 1 March 2024,
 - the document containing exhibits, or additional exhibits, submitted by DPS dated 3 July 2024,
 - Meta's statement in the interim proceedings of 18 September 2024, seeking a stay of the proceedings and (in the alternative) motion for the court to decline jurisdiction and transfer the case, with exhibits,
 - SOMI's statement of defence in the procedural issue of 23 October 2024,
 - DPS's statement of defence of 20 November 2024 in response to the procedural issues raised by Meta, also containing a request for a structuring of the oral hearing, including on the matter of the admissibility of the plaintiffs, and the scheduling of a date for the statement of defence pursuant to article 1018c (5) DCCP,
 - Meta's letter of 27 November 2024,
 - the decision of the cause list judge of 3 December 2024, in which a date is scheduled for the oral hearing in the procedural issue
 - the decision of the cause list judge of 18 December 2024, in which it is ruled that the oral hearing will be confined to the issue on jurisdiction and a discussion as to whether and, if so, at what stage, the proceedings should be stayed,

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- the abridged record of the oral hearing of 11 June 2025, containing the procedural documents mentioned therein, as well as the clerk of the court's notes of the hearing,
 - Meta's letter of 15 July 2025, containing two comments on the clerk of the court's notes of the hearing,
 - DPS's letter of 18 July 2025, containing two comments on the clerk of the court's notes of the hearing.

2.2. Finally, a date was scheduled for judgment to be rendered in the procedural issue.

3. Facts relevant to the assessment of the procedural issue

- 3.1. Meta Inc., Meta Ireland and Facebook Netherlands form part of the Meta group of companies. This group among other things offers the online services Facebook and Instagram. More than 3 billion people worldwide use Facebook, including approximately 10 million people in the Netherlands. Users do not pay any financial compensation for using Facebook or Instagram. The business model of both services is based on income generated by the sale of advertisements, or personalised advertisements.
- 3.2. Meta Inc. (formerly known as Facebook Inc.) has its head office in the United States of America (hereinafter: the U.S). Meta Ireland (formerly known as Facebook Ireland Ltd.) is a subsidiary of Meta Inc. Meta Ireland acts as a contracting party for the provision of Facebook to users in the Netherlands (and Europe). Meta Ireland also sells advertisements. The parent company, or ultimate parent company, of Facebook Netherlands is Meta Inc. Facebook Netherlands provides services with regard to marketing and sales support to the Meta group, in relation to the sale of advertisements. In that context, Facebook Netherlands is involved in, among other things, providing advice on and promoting the sale of advertising space on Facebook and other advertising products.
- 3.3. SOMI was incorporated in 2016 for the purpose of identifying and influencing issues of social importance. Among other things, it represents the interests of consumers and minors whose rights have been infringed by online services, in particular the right to privacy and data protection and consumer rights.
- 3.4. DPS is a collective claims foundation that was incorporated on 25 February 2019. Its objectives include representing the interests of aggrieved individuals who live in the Netherlands and who have suffered a privacy breach at any time.
- 3.5. Facebook and Instagram are personalised services. This personalisation is reflected in the contents of what a user is shown. In order to achieve a personalised user experience, Meta processes the personal data of Facebook and Instagram users.
- 3.6. Meta Ireland has transferred personal data to the U.S. Meta Ireland did so partly on the basis of a decision by the European Commission of 12 July 2016, which states that the U.S. ensure an adequate level of protection for personal data transferred from the European Union to organisations in the U.S. under the EU-U.S. Privacy Shield. In its judgment of 16 July 2020, the Court of Justice of the European Union (hereinafter: CJEU) declared the European Commission's decision on the adequacy of the protection provided by the EU-U.S. Privacy Shield invalid (this judgment will hereinafter be referred to as: Schrems II). On 12 May 2023, the privacy regulator in Ireland imposed a fine of EUR 1.2 billion on Meta Ireland for transferring personal data to the U.S. in breach of article 46 of the GDPR.

- 3.7. On 3 April 2021, media reports emerged about a data breach that had occurred at Meta around September 2019. A scraped dataset of personal data belonging to Facebook users was available on the internet. The leaked dataset allegedly contained personal data belonging to approximately 533 million Facebook users worldwide. Meta reported on the issue on 6 April 2021 and confirmed that it involved ‘scraping’ of the Contact Importer tool. The Contact Importer tool is a search function in Facebook that made it possible to find personal data such as telephone numbers and e-mail addresses of Facebook users.
- 3.8. On 15 March 2023, this court rendered judgment in proceedings between DPS and Meta (hereinafter: the DPS 1 proceedings). The DPS 1 proceedings are based on article 305a of Book 3 of the old Dutch Civil Code. It was stipulated in article 305a (3) of Book 3 of the old Dutch Civil Code that a legal action as referred to in article 305 (1) could not result in compensation payable in cash. In the DPS 1 proceedings, the court ruled that Meta Ireland had acted unlawfully towards the members of DPS, due to Meta Ireland having infringed the privacy rights of the members of DPS. The court furthermore ruled that Meta Ireland had acted unlawfully towards the DPS members due to its having engaged in commercial practices. An appeal against that judgment has been lodged with the Amsterdam Court of Appeal. The oral hearing in the appeal proceedings will take place in October 2025.
- 3.9. When registering for Facebook, a user must agree to the general terms and conditions, referred to as the Terms of Service. On 24 August 2023, a forum selection clause was added to the Terms of Service, which reads as follows:
- If a claim or dispute arises out of or in relation to your use of the Meta products as a consumer, both you and us agree that you may bring your claim or dispute against us, and we may bring our claim or dispute against you, in any competent court in the country of your main residence that has jurisdiction over your claim or dispute, and the laws of that country will apply without regard to conflict of law provisions.*
- If a claim or dispute arises between us that relates to use of the Meta Products in any other capacity, including, but not limited to, access or use of the Meta Products for a business or commercial purpose, or that an entity brings on your behalf, you agree that any such claim or dispute must be resolved in a competent court in Ireland and Irish law will apply to such claim or dispute without regard to conflict of law provisions.*
- 3.10. In order to be able to use Instagram, users must first agree to Instagram's Terms of Use. Since 12 January 2024, Instagram's Terms of Use have also included a forum selection clause, which reads as follows:
- If a claim or dispute arises out of or in relation to your use of the Service as a consumer, both you and us agree that you may resolve your individual claim or dispute against us, and we may resolve our claim or dispute against you, in any competent court in the country of your main residence that has jurisdiction over your claim or dispute, and the laws of that country will apply without regard to conflict of law provisions.*
- If a claim or dispute arises between us that relates to the use of the Service in any other capacity, including, but not limited to, the access or use of the Service for a business or commercial purpose, you agree that any such claim or dispute must be resolved in a*

competent court in Ireland and Irish law will apply to such claim or dispute without regard to conflict of law provisions.

3.11. A case is currently pending before the Rotterdam District Court between DPS and a number of entities of the Amazon company regarding the question whether Amazon has processed personal data in breach of the General Data Protection Regulation (GDPR) (hereinafter: the Amazon case). On 13 November 2024, the District Court of Rotterdam rendered an interim judgment in that case, in which it announced its intention to refer a number of questions to the CJEU for a preliminary ruling on, in short, the relationship between article 80 of the GDPR and the admissibility requirements in the Dutch Settling of Large-scale Losses or Damage (Class Actions) Act (WAMCA). In an interim judgment of 23 July 2025 (ECLI:NL:RBROT:2025:9088), the Rotterdam District Court subsequently referred a number of questions to the CJEU for a preliminary ruling in the Amazon case. Those questions read as follows:

1) Article 80 (1) of the GDPR imposes certain requirements on an interest group as referred to in that provision. Does EU law allow that the Netherlands have included further admissibility requirements in the WAMCA for interest groups bringing claims as referred to in articles 77, 78, 79 and 82 of the GDPR on behalf of natural persons concerned?

2) Are the admissibility requirements under the WAMCA for interest groups wishing to bring a collective action for damages on behalf of data subjects against a controller or processor for breaches of the GDPR, in particular those concerning similarity and representativeness, permitted in the light of article 80 (1) of the GDPR?

3) Does the requirement in article 80 (1) of the GDPR, i.e. that an interest group is active in the field of the protection of data subjects' rights and freedoms with regard to the protection of their personal data, entail more, or is it different from, the national requirement that the interest group has sufficient experience and expertise with regard to the legal proceedings to be conducted (article 305a (2) (e) of Book 3 DCC), in conjunction with the requirements to be imposed on the articles of association (article 305a (1) of Book 3 DCC)? Does the activity requirement in article 80 (1) of the GDPR imply that the interest group must have a track record?

4) Does the concept of a mandate in article 80 (1) of the GDPR and/or the provisions of article 80 (2) of the GDPR preclude a national regulation under which an interest group that meets the requirements of article 80 (1) of the GDPR can bring a collective action for damages on behalf of data subjects against a controller or processor for breaches of the GDPR, even though that interest group has not received a mandate by the data subjects?

5) To what extent is it relevant, in the context of question 4, when interpreting the concept of a mandate in article 80 of the GDPR, that under national legislation (the WAMCA) the data subject does not have to indicate in advance that he or she wishes to be bound by the collective action for damages? In addition, they may (where appropriate) choose in writing at two points in time not to make use of the representation of interests by the interest group and thus not to be bound by it, namely (i) within a period to be determined by the court from the moment that the representative is appointed by the district court as the (exclusive) representative (article 1018f (1) DCCP) and (ii) within a period to be determined by the court in the event that the parties have concluded a settlement agreement (article 1018 h (5) DCCP).

4. The claims in the main action

- 4.1 For a complete overview of the claims of SOMI and DPS, annexes I and II to this judgment are referred to.
- 4.2. SOMI and DPS are both seeking various declaratory decisions to the effect that Meta has unlawfully processed personal data. In addition to the cessation of the infringements, SOMI and DPS also demand payment of damages. The greater part of the claims of SOMI and DPS concerns the processing of data in the period during which the GDPR applies.
- 4.3. Briefly put, SOMI bases its claims on three infringements of the GDPR. In summary, SOMI has argued as follows with respect to these three infringements, referred to by SOMI as 1) the Facebook Data Breach, 2) Targeted Advertising and 3) The transfer of personal data to the U.S.
 - Breach 1 (the Facebook Data Breach) occurred in the period January 2018 - September 2018. The leaked dataset contains personal data of 533 million Facebook users worldwide, including 5.4 million users in the Netherlands. Meta has infringed various GDPR obligations by failing to take sufficient measures to protect the privacy rights of users and by failing to inform the regulatory authorities and the users concerned about the data breach.
 - Breach 2 (Targeted Advertising) concerns the period starting 25 May 2018. Meta processes the personal data of its Facebook users for the purpose of offering personalised advertisements without having a valid basis for such processing operations. This represents an infringement of the most important rule of the GDPR: no processing without a basis.
 - Breach 3 (Transfer of personal data to the U.S.) means that Meta transfers personal data of its Facebook users to the U.S. That country does not provide an adequate level of data protection and Meta has failed to put in place adequate safeguards to protect the privacy and personal data of users whose data have been transferred to the U.S. This represents an infringement of article 46 of the GDPR.

SOMI qualifies breaches 2 and 3 not only as infringements of the GDPR, but also as unlawful conduct in the form of unfair commercial practices and/or unjust enrichment and undue payment. DPS holds all three defendants liable for Breach 2. With respect to Breaches 1 and 3, Meta Ireland and Meta Inc. are held liable by SOMI.
- 4.4. In these proceedings, SOMI represents a) all natural persons with their habitual residence in the Netherlands who used Facebook after 25 May 2018 and b) all natural persons with their habitual residence in the Netherlands whose personal data are contained in the leaked dataset.
- 4.5. In its summons, DPS distinguishes between what it calls DPS 1 claims and Schrems II claims.
 - The DPS 1 claims concern the conduct which was ruled to be unlawful by the district court in the DPS 1 proceedings. In short, this concerns the processing of Facebook users' personal data for advertising purposes without a valid basis and the sharing of Facebook users' personal data with third-party developers and integrated partners. The DPS 1 claims relate to the period starting 1 April 2010. The DPS 1 claims are directed against all three defendants.

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- The Schrems II claims relate to the collecting of personal data from Dutch Facebook and Instagram users and the transfer of those personal data to Meta Inc. in the U.S. The Schrems II claims concern the period 25 May 2018 - 10 July 2023. The Schrems II claims are directed against Meta Ireland and Meta Inc.

4.6. In these proceedings, DPS represents:

- (as far as the DPS 1 claims are concerned) the former and current users of Facebook who, in the period 1 April 2010 until the date of the final judgment to be rendered in these proceedings, made use of the Facebook services while they were residing in the Netherlands and were not acting in the conduct of their profession or business and who did not remove their Facebook account before 15 November 2016;
- as far as the Schrems II claims are concerned) the former and current users of Facebook and/or Instagram who, at any time in the period 25 May 2018 - 10 July 2023, used these platforms, or either platform, while they were residing in the Netherlands and were not acting in the conduct of their profession or business;

5. The claims in the procedural issue

5.1. In summary and following a change of claim, Meta requests the court, to the extent possible by provisionally enforceable judgment:

- I. to stay the proceedings until a ruling by the Amsterdam Court of Appeal in the DPS 1 proceedings has become final or until the CJEU has answered the questions referred to it for a preliminary ruling in the Amazon case, depending on whichever occurs the later,
- II. insofar as the proceedings are not stayed, or after the stay has been lifted, to declare that it lacks jurisdiction with regard to the actions brought by of SOMI and DPS,
- III. to order SOMI and DPS to pay the costs of the procedural issue, as well as the subsequent costs, plus the statutory interest.

5.2. Briefly summarized, Meta argues the following with regard to the matter of jurisdiction:

- A. the district court has no jurisdiction with regard to the collective actions of SOMI and DPS against Meta Ireland under the Terms of Service, because:
 1. the forum selection clause in the Terms of Service excludes non-GDPR claims brought by SOMI and DPS before the Dutch court,
 2. the forum selection clause in the Terms of Service excludes GDPR claims brought by SOMI and DPS before the Dutch court,
- B. the district court does not have jurisdiction with regard to non-GDPR claims under Brussels 1-bis and the corresponding provisions under the Dutch Code of Civil Procedure, because:
 1. SOMI and DPS are using Facebook Netherlands in an unacceptable manner in an attempt to create jurisdiction pursuant to article 8 Brussels 1-bis and article 7 (1) DCCP,
 2. article 7 (2) Brussels 1-bis and article 6 (e) DCCP do not give rise to jurisdiction in the Netherlands, since the place where the alleged harmful event occurred is Ireland,
 3. even if the district court did have international jurisdiction pursuant to Brussels 1-bis or the DCCP, the territorial jurisdiction of the district court over the non-GDPR claims would still be limited to the damage allegedly suffered in the district of Amsterdam in the Netherlands.
- C. the district court does not have jurisdiction with regard to the GDPR claims, because:
 1. the GDPR represents *lex specialis* with respect to disputes on data protection,

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2. Facebook Netherlands is neither a relevant establishment nor a relevant processor in the Netherlands on the basis of which the Dutch court has jurisdiction under article 79 (2) GDPR,
 3. SOMI and DPS cannot invoke the “habitual residence” privilege for data subjects within the meaning of article 79 (2) GDPR.
 4. even if the district court should rule that Brussels 1-bis applies to the GDPR claims brought by SOMI and DPS, the court would still lack jurisdiction.
- 5.3. SOMI and DPS have put forward their defences. They each argue that the district court has jurisdiction to hear and determine all claims and move for Meta's requests for a stay of the proceedings to be dismissed and for Meta to be ordered to pay the costs of the proceedings.

6. The assessment in the procedural issue

- 6.1. The court sees reason to first assess the matter of its jurisdiction. The request for a stay of the proceedings will be discussed in 6.47 et seq.
- 6.2. The claims of SOMI and DPS are based on alleged unlawful actions by Meta with regard to the personal data of Facebook and Instagram users. In assessing its jurisdiction, a distinction will be made below, starting in 6.6, between i) the claims of SOMI and DPS that relate to the period after 25 May 2018 (the date of entry into force of the GDPR) and that are based, or in part based, on an infringement of the GDPR (hereinafter: the GDPR claims) and (ii) the claims of SOMI and DPS that are based on data protection law prior to the entry into force of the GDPR, as well as the claims (regardless of the period to which they relate) that are not based, or partly based, on data protection law (hereinafter: the non-GDPR claims). With respect to the GDPR claims, the international jurisdiction of the court is partly determined by the GDPR, while with respect to the non-GDPR claims, that jurisdiction is determined by the Brussels I-bis Regulation and/or the DCCP.

Forum selection clause in the general terms and conditions

- 6.3. Meta first of all argues that, under the forum selection clause in Facebook's Terms of Service and Instagram's Terms of Use (see 3.9 and 3.10), the Dutch court does not have jurisdiction over the claims brought by SOMI and DPS against Meta Ireland. To that end Meta argues that the Terms of Service and the Terms of Use expressly stipulate that collective actions against Meta Ireland regarding the use of Meta products can be brought in Ireland only and that SOMI and DPS are bound by these forum selection clauses.
- 6.4. The court does not concur with Meta on this point. Unlike Facebook or Instagram users, SOMI and DPS are not parties to the Terms of Service or the Terms of Use. A third party is bound by a forum selection clause to which it has not agreed only, if that third party has assumed all the rights and obligations of the original contracting party. Such is not the case here. SOMI and DPS are conducting these proceedings on the basis of their own rights under article 305a of Book 3 DCC, which grant them the authority to represent the interests of others. As such, they have not assumed the obligations of Facebook and Instagram users. After all, SOMI and DPS are not acting in these proceedings as assignees or on the basis of a mandate or power of attorney, but are conducting these proceedings as independent representatives in their own names under article 305a of Book 3 DCC. As a result, the present proceedings are also different from the Belgian judgments referred to by Meta. Those cases

concerned commercial users of Facebook who themselves acted as parties in proceedings against (among others) Meta Ireland. For this reason alone, the comparison is not valid.

- 6.5. SOMI and DPS are therefore not obliged to consider the forum selection clauses applicable to them in these proceedings. The other arguments put forward by SOMI and DPS regarding the validity and scope of the forum selection clauses may therefore be left undiscussed.

GDPR claims

Meta Ireland

- 6.6. The parties agree that Meta Ireland is the contracting party for Facebook and Instagram users in the Netherlands and that (in any case) Meta Ireland can be regarded as the controller within the meaning of the GDPR.
- 6.7. Article 79 (2) of the GDPR reads as follows:
Proceedings against a controller or processor shall be brought before the courts of the Member State where the controller or processor has an establishment. Alternatively, such proceedings may be brought before the courts of the Member State where the data subject has his or her habitual residence, unless the controller or processor is a public authority of a Member State acting in the exercise of its public powers.
- 6.8. Article 80 (1) of the GDPR reads as follows:
The data subject shall have the right to mandate a not-for-profit body, organisation or association which has been properly constituted in accordance with the law of a Member State, has statutory objectives which are in the public interest, and is active in the field of the protection of data subjects' rights and freedoms with regard to the protection of their personal data to lodge the complaint on his or her behalf, to exercise the rights referred to in Articles 77, 78 and 79 on his or her behalf, and to exercise the right to receive compensation referred to in Article 82 on his or her behalf where provided for by Member State law.
- 6.9. Since Meta Ireland is established in Ireland, it must be determined whether SOMI and DPS can invoke the grounds for jurisdiction, or any of the grounds for jurisdiction, referred to in Article 79(2) of the GDPR.
- 6.10. The court takes the view that the Dutch court can in any case derive jurisdiction from article 79 (2), second full sentence, of the GDPR with regard to Meta Ireland. After all, that second full sentence provides the possibility of also bringing proceedings before the courts of the Member State where the data subject habitually resides. In this case, the data subjects whose personal data have been processed reside in the Netherlands. The court does not agree with Meta's argument that DPS and SOMI, in their capacity as representatives, cannot invoke the place of residence of the data subjects, since article 80 of the GDPR expressly provides for the possibility of the representation of interests and states that the representative may exercise the rights of the data subjects. No distinction has in that respect been made between procedural and substantive rights. Meta's comparison with article 18 of the Brussels I-bis Regulation and the Schrems judgment¹ does not apply in this case, because SOMI and DPS are not litigating on the basis of a power of attorney or an assignment, but

¹ CJEU 25 January 2018, ECLI:EU:C:2018:37

under article 305a of Book 3 DCC. Lastly, in the context of the assessment of jurisdiction, it is irrelevant whether article 80 (1) of the GDPR requires SOMI and DPS to have a mandate from the data subjects in these proceedings. That issue will be addressed in the assessment of the admissibility of SOMI and DPS.

6. 11. Since jurisdiction arises with regard to Meta Ireland under article 79 (2), second full sentence, of the GDPR, it need not be discussed whether jurisdiction also exists pursuant to article 79 (2), first full sentence, of the GDPR and, in that context, whether Facebook Netherlands can be regarded as an establishment of Meta Ireland.

Meta Inc.

- 6.12. Jurisdiction with regard to Meta Inc. should in principle be assessed under the general rules of jurisdiction in the DCCP. The provisions of the GDPR do not affect the applicability of the DCCP in this respect. Whether Meta Inc., alongside Meta Ireland, can be regarded as a controller within the meaning of article 79 (2) of the GDPR and whether the Dutch court has jurisdiction over Meta Inc. under that provision, need not be discussed in this procedural issue.
- 6.13. Article 7 (1) DCCP provides as follows:
If, in cases that must be initiated by summons, the Dutch court has jurisdiction over one of the defendants, it also has jurisdiction over other defendants involved in the same proceedings, provided that the claims against the various defendants are so closely related as to justify a joint hearing for reasons of efficiency.
- 6.14. SOMI has brought the same claims against Meta Inc. as against Meta Ireland. The same applies to DPS. In addition, the factual and legal bases of the claims against Meta Inc. and Meta Ireland are essentially the same. The assessment of the validity of that basis does not need to be prejudged in the context of this procedural issue. The court therefore finds that the connection between the GDPR claims brought against Meta Ireland and the GDPR claims brought against Meta Inc. is such as to justify a joint hearing for reasons of efficiency. Pursuant to article 7 (1) DCCP, the Dutch court therefore also has jurisdiction to hear the GDPR claims against Meta Inc.

Facebook Netherlands

- 6.15. With regard to Facebook Netherlands, the Dutch court has jurisdiction under the main rule of article 2 DCCP, alternatively under article 4 (1) of the Brussels I-bis Regulation. After all, Facebook Netherlands is established in Amsterdam and is therefore domiciled in Amsterdam.
- 6.16. Insofar as Meta argues that the Dutch court does not have jurisdiction with regard to Facebook Netherlands — on the grounds that Facebook Netherlands is not a controller or contracting party for Facebook users in the Netherlands, so that Facebook Netherlands is not a relevant party in this dispute and that involving Facebook Netherlands in the proceedings as an anchor defendant is therefore an abuse of international jurisdiction — the district court will disregard this argument. The court does not base its jurisdiction with regard to Meta Inc. on the connection between the claims against that party on the one hand and the claims against Facebook Netherlands on the other. The assessment of the alleged liability of Facebook Netherlands will be dealt with (if necessary) in the main proceedings.

Territorial jurisdiction

- 6.17. The territorial jurisdiction must be assessed for all three defendants on the basis of the Code of Civil Procedure. With regard to Meta Ireland, the court notes in this context that article 79 of the GDPR does not also determine territorial jurisdiction.
- 6.18. Pursuant to article 99 DCCP the court for the defendant's place of residence has territorial jurisdiction. Article 107 DCCP furthermore provides that, if a court has jurisdiction over one of the defendants jointly involved in the proceedings, that court also has jurisdiction over the other defendants, provided that the claims against the various defendants are so closely connected as to justify a joint hearing for reasons of efficiency.
- 6.19. Facebook Netherlands is established in Amsterdam and is therefore domiciled in Amsterdam, so that this court is the court with territorial jurisdiction over Facebook Netherlands pursuant to article 99 DCCP. The fact that Facebook Netherlands is established in the Netherlands is also the characteristic difference with the opinion of the Advocate General in the Apple case referred to by Meta.² In that case, none of the defendants was established in the Netherlands, whereas such is in fact the case in these proceedings. That opinion therefore concerns a different situation than the one at issue here.
- 6.20. It is ruled that there is such a connection between the claims against Facebook Netherlands and those against Meta Ireland and Meta Inc. within the meaning of article 107 DCCP, that reasons of efficiency justify a joint hearing of the claims against Facebook Netherlands, Meta Ireland and Meta Inc. before the same court. After all, these are claims that all originate from the unlawful conduct alleged by SOMI and DPS on the part of the Meta group with regard to the personal data of Facebook and Instagram users. The fact that not all of the claims brought by SOMI and DPS are also directed against Facebook Netherlands does not alter all this, because a close connection exists between the claims that are brought against all three defendants, while the focus is also on those claims. It would be contrary to the requirements of procedural economy if the claims that are not also directed against Facebook Netherlands were to be separated from the whole in this respect. After all, it is not efficient or effective for Meta Inc. and Meta Ireland to have to defend themselves against identical claims in multiple proceedings before different courts in the Netherlands.

Non-GDPR claims

- 6.21. The non-GDPR claims are contained in the action brought by DPS in relation to the Narrowly Defined Group 1, insofar as it relates to the period prior to the entry into force of the GDPR, i.e. the period 1 April 2010 - 25 May 2018, and the claims of SOMI and DPS that arise from a legal basis other than the GDPR.
- 6.22. The jurisdiction to hear and determine the non-GDPR claims must be assessed under the Brussels I-bis Regulation³ and the DCCP.
- 6.23. Pursuant to articles 1 and 66 (1) of the Brussels I-bis Regulation, that Regulation applies to legal proceedings in civil and commercial matters instituted on or after 10 January 2015.

² Opinion A-G CJEU of 27 March 2025, case C-34/24.

³ Regulation (EU) no. 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, OJ 2012, L 351, as most recently amended on 26 November 2014, OJ 2015, L 54.

- 6.24. According to established case law of the CJEU, the provisions of the Brussels 1-bis Regulation must be interpreted autonomously in the light of the history, the objectives and the system of that regulation. The interpretation given by the CJEU with regard to provisions of the predecessor of the Brussels I-bis Regulation, the Brussels I Regulation, also applies to the Brussels I-bis Regulation when the provisions concerned can be regarded as equivalent.
- 6.25. The court that, pursuant to the Brussels 1-bis Regulation, examines whether jurisdiction is conferred on it, must not confine itself, when doing so, to the plaintiff's arguments, but must take into account all the information available to it concerning the legal relationship actually existing between the parties and, where appropriate, the arguments of the defendant, taking note in this context, however, of the restriction that, if the defendant disputes the plaintiff's arguments, the court does not need to allow for evidence to be taken in the context of determining its jurisdiction. The examination of jurisdiction under EU law instruments may therefore not be carried out solely on the basis of the grounds for the claim chosen by the plaintiff.⁴
- 6.26. The criterion set out above also applies if the Dutch court examines whether it has jurisdiction in the context of the application of the general rules on international jurisdiction, as laid down in the DCCP.⁵

Meta Ireland and Meta Inc.

- 6.27. The dispute between DPS, SOMI and Meta Ireland falls within the scope of the Brussels 1-bis Regulation, not only in terms of substance, but also in terms of form and time (since it concerns a commercial matter brought after 10 January 2015 against a defendant domiciled in the European Union). This means that the question of whether the Dutch court has jurisdiction over Meta Ireland must be answered on the basis of that Regulation.
- 6.28. Meta Inc. is based in the U.S. and in the present case there is no treaty between the Netherlands and the U.S. that concerns the jurisdiction of the Dutch court. The question of whether the Dutch court has jurisdiction over Meta Inc. must therefore be answered on the basis of general international jurisdiction law, as laid down in the DCCP.
- 6.29. SOMI and DPS argue that the Dutch court has jurisdiction:
- with regard to Meta Ireland: principally under article 8, opening lines and (1), Brussels I-bis Regulation, alternatively under article 7, opening lines and (2), Brussels I-bis Regulation;
 - with regard to Meta Inc.: principally under article 7 (1) DCCP, alternatively under article 6 (e) DCCP.
- 6.30. The grounds for jurisdiction put forward by SOMI and DPS with regard to Meta Inc. (under the DCCP) correspond in substance with those put forward regarding jurisdiction over Meta Ireland (under the Brussels 1-bis Regulation). The rules on jurisdiction of articles 7 (1) and 6 (e) DCCP are largely derived from the current corresponding provisions, or their predecessors, of article 8, opening lines and (1), and article 7, opening lines and (2) of the

⁴ See CJEU 11 October 2007, ECLI:EU:C:2007:595, ground 41, *Freeport/Arnoldsson*, CJEU 28 January 2015, ECLI:EU:C:2015:37, grounds 58-65, *Kolassa v Barclays Bank*, CJEU 16 June 2016, ECLI:EU:C:2016:449, grounds 42-46, *Universal Music v Schilling*.

⁵ Cf. Supreme Court 12 April 2019, ECLI:NL:HR:2019:566, ground 3.4.4 and Supreme Court 29 March 2019, ECLI:NL:HR:2019:443, grounds 4.1.4-4.1.5.

Brussels I-bis Regulation respectively. CJEU case law serves as a guideline for the interpretation of the articles of the Brussels I-bis Regulation. Since the Dutch legislature intended the aforementioned provisions in the Code of Civil Procedure to be in line with the provisions of the Brussels I-bis Regulation, or its predecessor, the court will also take CJEU case law as a guideline when interpreting and applying the aforementioned articles of the Code of Civil Procedure.

- 6.31. The foregoing means that the court will assess its jurisdiction with regard to Meta Ireland and Meta Inc. jointly, since the review framework for that procedure is essentially the same.
- 6.32. Contrary to the main rule that the defendant is summoned to appear before the courts of the country where the defendant is domiciled, the Brussels I-bis Regulation and the DCCP provide for a number of special rules of jurisdiction that lead to alternative grounds for jurisdiction. These are based on a close connection between the court and the action or on the need to facilitate the sound administration of justice. The existence of a close connection should ensure legal certainty and avoid the possibility of the defendant being sued in a court of a Member State which he or she could not reasonably have foreseen, all this according to recital 16 of the Brussels I-bis Regulation. The special rules on jurisdiction must be interpreted restrictively.⁶ That interpretation must not be one that goes beyond the cases expressly envisaged by that Regulation.⁷

Place of the harmful event

- 6.33. Article 7, opening lines and (2), of the Brussels I-bis Regulation stipulates that, in matters relating to tort, delict or quasi-delict, the court for the place where the harmful event occurred or may occur shall have jurisdiction. Article 6 (e) DCCP provides, in a similar sense, that the Dutch court has jurisdiction in matters relating to obligations arising from an unlawful act, if the harmful event has occurred or may occur in the Netherlands.
- 6.34. It is settled CJEU case law that article 7, opening lines and (2), of the Brussels I-bis Regulation relates both to the place where the event giving rise to the damage occurred (*'Handlungsort'*) and to the place where the damage occurred (*'Erfolgsort'*). This special rule of jurisdiction must be interpreted autonomously and strictly. It is based on the existence of a particularly close connection between the action and the courts for the place where the harmful event occurred or may occur, so that it is justified from the point of view of the sound administration of justice and the efficacious conduct of proceedings for these courts to have jurisdiction.
- 6.35. The acts and omissions alleged against Meta relate to the infringement of privacy rights. The *'Erfolgsort'* of the alleged damage suffered by the persons SOMI and DPS claim to represent, namely former and current Facebook and Instagram users in the Netherlands, is located in the Netherlands. After all, the damage, consisting in, among other things, the loss of control over personal data, is suffered in the Netherlands. In this context, the judgment of the CJEU of 25 October 2011 is also relevant. It follows from this that the *'Erfolgsort'* in the case of an alleged infringement of personality rights by content posted online is located in the country of the user where he or she has the centre of his or her interests, a situation that may be compared to the situation of an infringements of the privacy rights of the user of an online

⁶ See CJEU 27 September 1988, ECLE:EU:C:1988:459, *Kalfelis v Schröder*.

⁷ See CJEU 11 October 2007, ECLI:EU:C:2007:595, ground 35, *Freeport v Arnoldsson*.

service, such as Facebook and Instagram. It may be assumed that the users of Facebook and Instagram whom SOMI and DPS claim to represent have their centre of interests in the Netherlands.

- 6.36. Meta has argued that SOMI and DPS cannot invoke the 'Erfolgsort' of the persons they claim to represent, because SOMI and DPS are acting as plaintiffs in these proceedings and SOMI and DPS themselves have not suffered or are not suffering any damage as a result of the alleged unlawful conduct. The district court does not concur with Meta at this point. Neither the Brussels 1-bis Regulation nor case law provides support for the view that a collective claims organisation as referred to in article 305a of Book 3 DCC cannot invoke the 'Erfolgsort' of its members under the articles of association.
- 6.37. Besides, the grouping of interests by SOMI and DPS as in this dispute does not create a form of jurisdiction for the court seised that would not have existed without such a grouping of interests, since in this case the 'Erfolgsort' of the individual members is each time located in the Netherlands. It is not in dispute that an individual data subject might also bring legal proceedings in the Netherlands.
- 6.38. With regard to the non-GDPR claims brought against Meta Ireland and Meta Inc., the Dutch court may therefore derive jurisdiction from article 7, opening lines and (2), of the Brussels 1-bis Regulation and Article 6 (e) DCCP respectively.

Facebook Netherlands

- 6.39. The Dutch court has jurisdiction to hear and determine the non-GDPR claims against Facebook Netherlands under the main rule of article 2 DCCP, alternatively under article 4 (1) of the Brussels I-bis Regulation. The same applies here as what has been held in 6.15-6.16.

Territorial jurisdiction

- 6.40. Meta argues that, if the district court should rule that jurisdiction is conferred on it by the Brussels I-bis Regulation, such jurisdiction would be confined to the damage that occurred in the district of Amsterdam. Meta argues that, for that reason, the court should only hear the claims relating to users who claim to have suffered damage in the district of Amsterdam.
- 6.41. It should be noted first and foremost that the Dutch legislature has refrained from designating one single court with exclusive jurisdiction to hear all cases under the WAMCA. This does not alter the fact that, in the case of claims against the same defendants, it is obvious that cases should be concentrated in a single court. This is not the same as concentrating all WAMCA cases in one single court.
- 6.42. It is neither efficient nor effective for Meta to have to defend itself against identical claims in multiple proceedings before different courts in the Netherlands. This case concerns the personal data of Facebook and Instagram users residing in the Netherlands.
- 6.43. Under article 99 DCCP, the District Court of Amsterdam has territorial jurisdiction with respect to the non-GDPR claims against Facebook Netherlands, regardless of whether the users represented by SOMI and DPS reside in the district of Amsterdam or elsewhere in the Netherlands.

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- 6.44. This court also has territorial jurisdiction with respect to the non-GDPR claims against Meta Inc., regardless of the place of residence of the supporters, due to the connection between the GDPR claims against Meta Ireland and Facebook Netherlands on the one hand and the non-GDPR claims against Meta Inc. on the other (article 107 DCCP). To a large extent, those claims are each time based on the same alleged conduct, the main difference being that some of the alleged conduct took place before, and some after the entry into force of the GDPR. That difference does not alter the fact that a close connection exists between those claims.
- 6.45. The territorial jurisdiction for the non-GDPR claims against Meta Ireland is in principle determined by Article 7, opening lines, and (2) of the Brussels I-bis Regulation. This states that the court for the place where the harmful event occurred or may occur has jurisdiction. This would mean that, (only) insofar as the non-GDPR claims against Meta Ireland are concerned, the territorial jurisdiction of this court will be limited to those claims, insofar as they have been brought on behalf of those members of SOMI and DPS who reside in the district of Amsterdam, and that SOMI and DPS would have to bring the claims on behalf of those members who do not reside in the district of Amsterdam before other courts in the Netherlands. However, the latter cannot be required of SOMI and DPS in this case, because following a referral and a joinder of those proceedings under article 220 DCCP, this court also has jurisdiction with regard to the non-GDPR claims against Meta Ireland for the benefit of all the members, due to the close connection between the claims of the aggrieved users in each of the districts. It would be contrary to due process of law to require SOMI and DPS to make this procedural detour, which will only require time, effort and expense on their part and would not benefit Meta Ireland. Therefore, this court also considers itself to have territorial jurisdiction over the non-GDPR claims against Meta Ireland brought on behalf of all Dutch Facebook and Instagram users.

Conclusion

- 6.46. The conclusion is that this court has jurisdiction to hear the dispute against all three defendants. Meta's motion for the court to decline jurisdiction and transfer the case must therefore be dismissed.

In the matter of the request for a stay of the proceedings

- 6.47. Meta requests the court to stay the proceedings pending the decision (and its becoming final) in the appeal in the DPS 1 proceedings. Meta argues that the issues of fact and law in the present proceedings are largely the same as, if not identical to, those in the DPS 1 proceedings and that allowing the present proceedings to continue before a decision has been given in the DPS 1 proceedings, will create a considerable risk of irreconcilable decisions, which will lead to legal uncertainty and confusion among individual members of DPS and SOMI. Meta furthermore argues that continuing the proceedings at this time will harm the procedural economy in an unacceptable manner, due to the parties and the district court being needlessly forced to use their already limited capacity, while the parties are meanwhile litigating the same issues in parallel proceedings.
- 6.48. In addition, Meta argues that the district court should stay the present proceedings until the CJEU has answered the questions referred to it for a preliminary ruling in the Amazon case (see 3.1 1). If the district court should continue the present proceedings and should decide that the claims for damages brought by SOMI and DPS are admissible insofar as they are

based on infringements of the GDPR, the opt-out period would take effect. However, if the CJEU should later decide that claim organisations must have a mandate to exercise the right to claim damages on behalf of data subjects, the district court's decision would be contrary to European law, while the claims for damages brought by SOMI and DPS, insofar as they are based on infringements of the GDPR, would be inadmissible. It is unclear how the consequences of this might be reversed, all this according to Meta.

- 6.49. DPS and SOMI oppose the request for a stay of the proceedings.
- 6.50. First and foremost, a party to the proceedings cannot demand that proceedings are postponed or stayed until the answer to a legal matter has been given in other proceedings. Such a claim would unduly prejudice the other party's interest, as also guaranteed in article 6 of the ECHR, in obtaining certainty within a reasonable period of time about the legal relationship between the parties, while, moreover, the answer to the legal matter in question can and should also be given in the proceedings themselves.⁸ Whether there are sufficient grounds for a stay is determined primarily by the requirements of due process of law, including the requirements of an efficient and swift administration of justice and the interests of the parties.
- 6.51. With regard to the DPS 1 proceedings pending on appeal, it is important to note that, contrary to Meta's argument, it does not follow from parliamentary history that WAMCA proceedings must be stayed until a *final* decision has been given in a case on the same matter under the old collective action law. In addition, although there is some overlap between the DPS 1 proceedings and the issues of fact and law in the present proceedings, other claims have also been brought in the present proceedings.
- 6.52. With regard to the questions referred by the District Court of Rotterdam to the CJEU for a preliminary ruling, it is important to note that those questions concern the admissibility of an interest group, and in particular the relationship between the GDPR and the WAMCA and the interpretation of the activity requirement and the notion of a mandate contained in article 80 of the GDPR. These issues have also been raised by Meta in the present proceedings. With regard to the notion of a mandate, SOMI and DPS have argued that they have been given such a mandate by a part of their members, but no such mandate exists for a large part of the members whose interests they claim to represent. The answers to the questions referred for a preliminary ruling are therefore still relevant in terms of the question of whether SOMI and DPS have a cause of action with regard to that part of their members. The same applies to the CJEU's answers to the other questions referred by the Rotterdam District Court for a preliminary ruling. Those answers too may be relevant to the question of whether the claims brought by SOMI and DPS are admissible. Since the question of whether SOMI and DPS are admissible is a procedural step that must be addressed prior to the substance of the case, this means that the court cannot at this moment continue the proceedings with regard to the GDPR claims.
- 6.53. Under these circumstances, due process of law requires that these proceedings be stayed not only with regard to the GDPR claims, but in their entirety, pending the CJEU's answers to the questions referred to it on this subject for a preliminary ruling in the Amazon case.

Costs of the proceedings

⁸ Supreme Court 12 April 2019, ECLI:NL:HR:2019:590

- 6.54. As the unsuccessful party, Meta will be ordered to pay the costs of the procedural issue. These costs on the part of SOMI and DPS are estimated for each of them at:

- attorneys' fees	EUR	1,228 (2 points x EUR 614)
- subsequent costs	EUR	178 (plus the increase as stated in the decision)
Total amount	EUR	1,406

- 6.55. The interest claimed by DPS on the costs of the proceedings will also be awarded.

7. The continuation of the proceedings in the main action

- 7.1. In view of the above considerations regarding Meta's request for a stay of the main proceedings, these must be referred to the list of postponed cases pending the answers of the CJEU to the questions put to it by the Rotterdam District Court in the Amazon case.
- 7.2. Once the CJEU has answered the aforementioned questions, the plaintiffs will first be given the opportunity to submit a statement in which they can address the question of what those answers mean in respect of their admissibility in the present case. Next, the defendants will be able to respond to this in their statement of defence. That statement of defence must furthermore (in any event) address:
- (a) the applicable collective action law,
 - (b) the admissibility of SOMI and DPS,
 - (c) the appointment of an exclusive representative,
 - (d) the applicable substantive law governing the claims.
- Subsequently, the date of the oral hearing in the second phase will be scheduled. In principle, no written reply and rejoinder will be permitted in this phase.
- 7.3. According to its summons (nos. 678 et seq.), DPS is financed by LCHB. By their own account, SOMI state that they are currently not operating with an external funder. However, it cannot be ruled out that this may change. In order to assess the independent position of the Foundations and to answer the question whether they have sufficient resources to be able to conduct the proceedings, it is important to take note of the agreement concluded with the litigation funder. DPS and, if necessary, SOMI must therefore submit the aforementioned financing agreement to the court no later than one month before the oral hearing in the second phase, on the understanding that they may redact the budget available to them in the version sent to the defendants.
- 7.4. Any further decision is stayed.

8. The decision

The district court

in the procedural issue

- 8.1. dismisses the claim,
- 8.2. orders Meta to pay the costs of the proceedings incurred by SOMI in the procedural issue, estimated at EUR 1,406, to be paid within fourteen days from the date of notification, plus

EUR 92.00 plus the costs of service if Meta fails to comply with this order for costs in time and the judgment is subsequently served,

- 8.3. orders Meta to pay the costs of the proceedings incurred by DPS in the procedural issue, plus the statutory interest as referred to in article 119 of Book 6 DCC the Dutch Civil Code as from fourteen days from the date of this judgment, plus EUR 92.00 plus the costs of service if Meta fails to comply with this order for costs in time and the judgment is subsequently served,
- 8.4. declares the order for costs between Meta and DPS enforceable with immediate effect,

in the main action

- 8.5. refers the case to the list of postponed cases of **Wednesday, 1 April 2026**,
- 8.6. orders SOMI and DPS to submit their financing agreements, insofar as they exist, in the manner specified in 7.3,
- 8.7. defers any further decision.

This judgment was rendered by Q.R.M. Falger, R.H.C. Jongeneel and J.T. Kruis, judges, assisted by P.J. van Vliet, clerk of the court, and was pronounced in open court on 15 October 2025. In the absence of the presiding judge, this judgment was signed by the most senior judge.

Annex I: SOMI's claims

May it please the court, by provisionally enforceable judgment to the extent possible:

A Exclusive representative

A.I. To appoint SOMI as an exclusive representative within the meaning of article 1018e (1) DCCP;

B Representation of aggrieved individuals

B.I. To rule that in this collective action SOMI represents the interests of the following narrowly defined groups of persons within the meaning of article 1018e (2) DCCP (collectively the "Aggrieved Individuals")

- a) All natural persons with their habitual residence in the Netherlands who used the Facebook service after 25 May 2018 ("Narrowly Defined Group A");
- b) All natural persons with their habitual residence in the Netherlands whose personal data are contained in the Leaked Dataset ("Narrowly Defined Group B");

C Opt-out / Opt-in

C.I. To order the defendants to post the judgment pursuant to article 1018e (1) and (2) DCCP, accompanied by a simple summary, within four (4) weeks from the date of the judgment on a web page specifically to be created for this purpose, such that it is capable of being stored by the Aggrieved Individuals for further reference;

C.II. To order the defendants to notify all Aggrieved Individuals by e-mail and via the Facebook messaging service within four (4) weeks from the date of the judgment pursuant to article 1018e (1) and (2) DCCP of the appointment of the Exclusive Representative, the collective claim and the narrowly defined group of persons whose interests are represented by the Exclusive Representative in this collective action;

C.III. To order the Defendants, within four (4) weeks from the date of the judgment pursuant to article 1018e (1) and (2) DCCP, to publish the appointment of the Exclusive Representative and the collective action and the narrowly defined group of persons whose interests are represented by the Exclusive Representative in this collective action, in all national and regional newspapers in the Netherlands, with a wording and in a manner to be determined by the court in the proper administration of justice, after the parties have been given the opportunity to provide their comments on the matter;

C.IV. To rule that each individual, or his or her legal representative(s), residing or domiciled in the Netherlands and belonging to the group of Aggrieved Individuals, will be given the option, for the duration of a period of three (3) months after the announcement within the meaning of article 1018f (3) DCCP, to notify the court registry in writing that he or she wishes to opt out of the representation of his or her interests in this collective action (Opt-out);

C.V. To rule that each individual, or his or her legal representative(s), not residing or domiciled in the Netherlands and belonging to the group of Aggrieved Individuals, will be given the option, for the duration of a period of six (6) months after the announcement within the meaning of article 1018f (3) DCCP, to notify the court registry in writing that he or she agrees to his or her interests being represented in this collective action (Opt-out);

D. Declaratory decisions

D.I. To rule that the Defendants, for the reasons set out in the body of this Summons, have acted unlawfully towards each member of the Narrowly Defined Groups, which conduct may be attributed to them, by acting in breach of the Charter of Fundamental Rights of the European Union, the EU General Data Protection Regulation and the ECHR;

D.II. To rule that the Defendants, for the reasons set out in the body of this Summons, have acted unlawfully towards each member of the Narrowly Defined Groups, which conduct may be attributed to them, by engaging in commercial practices that are unfair within the meaning of article 193b (2) (a) of Book 6 DCC, read in conjunction with Article 193d of Book 6 DCC; and

D.III. To rule that the Defendants, at least the Defendant(s) who may be regarded as the controller(s), are jointly and severally liable to each member of the Narrowly Defined Groups under article 82 of the GDPR and/or article 162 of Book 6 DCC, for the damage suffered and yet to be suffered by that member as a result of the infringements described in the body of this Summons;

E. Cessation of the infringements

E.I. To order the Defendants, or at least the Defendant(s) who are to be regarded as the controller(s), to cease and not resume the processing of personal data of the Narrowly Defined Groups for the benefit of Targeted Advertising within fourteen (14) days from the date of the judgment to be rendered in this matter, as long as they cannot invoke a valid basis for doing so within the meaning of article 6 of the GDPR;

E.II. To order the Defendants, or at least the Defendant(s) who are to be regarded as controllers (s), to cease and not resume the transferring of personal data of the Narrowly Defined Groups to countries without an adequate level of protection within the meaning of article 45 of the GDPR, including the United States of America, within fourteen (14) days from the date of the judgment to be rendered in this matter;

E.III. To order the Defendants, or at least the Defendant(s) who are to be regarded as the controller(s), to inform all the members of the Narrowly Defined Group B in writing, as far as possible on an individual basis, within fourteen (14) days from the date of the judgment to be rendered in this matter, about the Facebook Data Breach, stating the consequences, or possible consequences, and the related risks, and to report in writing and in detail to SOMI on that provision of information within two (2) weeks from the date the Aggrieved Individuals have been informed;

F. Non-material damages

F.1. To order the Defendants, or at least the Defendant(s) who are to be regarded as the controller(s), to jointly and severally compensate the non-material damage suffered by each member of the Narrowly Defined Groups;

Principally

F.1. To assess the non-material damage at:

- a) An amount of EUR 500 (in words: five hundred euros) per member of the Narrowly Defined Group A;
- b) An amount of EUR 1,000 (in words: one thousand euros) per member of the Narrowly Defined Group B; plus the statutory interest from the date of the judgment to be rendered in this matter until the date full payment is made;

In the alternative

F.III. To assess the non-material damage at an amount or amounts to be determined by your court in the proper administration of justice, plus the statutory interest from the date of the judgment to be rendered in this matter until the date full payment is made;

In the further alternative

F.IV. To rule that the non-material damage suffered by the Aggrieved Individuals will be assessed later during separate follow-up proceedings and settled according to the law;

G. Material damage

G.1. To order the Defendants, or at least the Defendant(s) who are to be regarded as the controller(s), to jointly and severally compensate the material damage suffered by each member of the Narrowly Defined Groups;

Principally

G.II. To assess the material damage pursuant to article 104 of Book 6 DCC at an amount of EUR 10 (in words: ten euros) for each member of the Narrowly Defined Group A for each quarter or part of a quarter that the member of Narrowly Defined Group A maintained an active Facebook account after 25 May 2018, plus the statutory interest from the date of the judgment to be rendered in this matter until the date full payment is made, with the proviso that this does not affect each of the Aggrieved Individuals' entitlement to greater compensation for material damage if at any time it should appear that more damage has been sustained;

G.III. To assess the material damage at an amount of EUR 47 (in words: forty-seven euros) for each member of the Narrowly Defined Group B, plus the statutory interest from the date of the judgment to be rendered in this matter until the date full payment is made, with the proviso that this does not affect each of the Aggrieved Individuals' entitlement to greater compensation for material damage if at any time it should appear that more damage has been sustained;

In the alternative

G.IV. To assess the material damage at an amount or amounts to be determined by the court in accordance with the proper administration of justice, plus the statutory interest from the date of the judgment to be rendered in this matter until the date full payment is made, with the proviso that this does not affect each of the Aggrieved Individuals' entitlement to greater compensation for material damage if at any time it should appear that more damage has been sustained;

In the further alternative

G.V. To rule that the material damage suffered by the Aggrieved Individuals will be assessed later during separate follow-up proceedings and settled according to the law;

H Reimbursement for costs

Principally

H.I. To order the Defendants jointly and severally to reimburse SOMI for:

- a) All extrajudicial costs incurred by SOMI;
- b) The reasonable and proportionate legal costs and other costs incurred by SOMI, including any subsequent costs, such pursuant to article 1018i (2) DCCP, alternatively article 237 DCCP;
- c) If or insofar as this is not covered by b), the full amount of any fees to be paid by SOMI to a litigation funder, plus VAT if applicable; all of this to be assessed in more detail on the basis of information to be submitted by SOMI and to be increased by the statutory interest from the date of the judgment to be rendered in this matter until the date full payment is made, if necessary to be assessed later during separate follow-up proceedings and settled according to the law;
- d) The full costs incurred by SOMI in connection with the enforcement of the judgment to be rendered in this matter and the settlement and payment of the damages and the supervision and monitoring of that process, in accordance with the method of settlement referred to in claim J, plus VAT if applicable, to be paid in advance every six months on the basis of reasonable advance payments to be determined by SOMI and to be settled on the basis of subsequent calculation after completion;

In the alternative

H.II To rule that SOMI may deduct the costs referred to in claim H.I from the compensation to be paid by or on behalf of it to the Aggrieved Individuals;

I. Costs for future representation of interests

1.1 To rule that SOMI may deduct from the compensation to be paid by or on its behalf to the Aggrieved Individuals a fee for services provided by SOMI, including a reasonable surcharge for any present or future collective representation of interests, as well as for costs for the use of equity capital or borrowed capital, such at a rate of two per cent (2%) of the total amount in damages;

J Settlement of claims

Principally

J.I. To rule that SOMI will engage the assistance of an independent, reliable and professional claims handler to ensure the correct distribution of the amount in damages to be paid by the Defendants;

J.II. To order the Defendants jointly and severally to effect payment to SOMI within six (6) weeks from the date of the judgment to be rendered in this matter, by transferring these amounts to a clients' account maintained by an independent third party to be designated by the claims handler, all this on the basis of the damages awarded to the members of the Narrowly Defined Groups in the judgment to be rendered in this matter, based on 9,900,000 members in Narrowly Defined Group A and 5,400,000 members in Narrowly Defined Group B, thus amounting to a total amount of EUR 12,781,800,000 (in words: twelve billion seven hundred and eighty-one million eight hundred thousand euros), alternatively such number of members and/or such amounts in damages as will be determined by this court in the proper administration of justice;

J.III. To order the Defendants to cooperate fully and unconditionally with the claims handler in the settling of the claims in accordance with the instructions given by the claims handler and to provide the claims handler with all the information that the claims handler deems relevant for the performance of his or her duties in that regard;

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J.IV. To order the Defendants jointly and severally to reimburse the costs incurred by the claims handler, as well as all additional costs, plus VAT if applicable, to be paid in advance every six months on the basis of reasonable advance payments to be determined by the claims handler and to be settled on the basis of subsequent calculation after completion;

J.V. To rule that any amount in damages that will remain after the settlement of the claims and that cannot be paid out to the Aggrieved Individuals shall be paid by the claims handler to one or more non-profit organisations, to be designated by SOMI, who are active in the field of consumer protection;

J.VI. To rule that the Aggrieved Individuals who wish to be eligible for payment of damages must agree to a binding advisory procedure with regard to the determination by the claims handler of the entitlement to compensation and the distribution of the amount in damages, whereby an independent person with sufficient expertise, to be designated by this court, following consultations with the parties, will act as a binding advisor;

In the alternative

J.VII. To structure the collective settlement of claims in such a way as is deemed appropriate by this court on the basis of a proposal or proposals for a collective settlement of claims to be submitted by SOMI and/or the Defendants pursuant to article 1018i DCCP;

K Penalties

K.I. To order the Defendants jointly and severally to pay a penalty of EUR 250,000 (in words: two hundred and fifty thousand euros) for each day (a part of a day being counted as a whole day) that they either wholly or partly act in breach of the orders based on claim C.I, C.II and/or C.III and/or claim E.I, E.II and/or E.III and/or claim J.II, J.III and/or J.IV, with a maximum of EUR 100,000,000 (in words: one hundred million euros).

Annex II: the DPS claims

The Foundation requests the district court, by provisionally enforceable judgment to the extent possible

1. Exclusive representative

To designate the Foundation as exclusive representative as referred to in article 1018e DCCP.

2. Narrowly Defined Group whose interests are represented by the Foundation

To define the Narrowly Defined Group as referred to in article 1018e (2) DCCP as follows:

2.1. Regarding the DPS I claims

Users, or former users, of the Facebook service at any given moment in the period starting 1 April 2010 until the final judgment to be rendered in this case (being the Relevant Period I) and/or their legal guardians, insofar as they were residing in the Netherlands at the time of their Facebook use and did not remove their account before 15 November 2016, not acting in the exercise of a profession or business and whose interests the Foundation represents by virtue of its objects in the articles of association (**Narrowly Defined Group I**).

2.2. Regarding the Schrems II claims

Users, or former users, of the Facebook and/or Instagram service at any given moment in the period 25 May 2018 - 10 July 2023 (being the Relevant Period II) and/or their legal guardians, insofar as they were residing in the Netherlands at the time of their Facebook and/or Instagram use, not acting in

the exercise of a profession or business and whose interests the Foundation represents by virtue of its objects in the articles of association (**Narrowly-Defined Group II**).

3. Opt in/opt out

3.1. To rule that, in accordance with article 1018f (1) DCCP, any member of the Narrowly-Defined Group I and/or II residing or domiciled in the Netherlands may, within one month of the announcement pursuant to article 1018f (3) DCCP of the decision appointing the exclusive representative, by means of a written communication addressed to the registry of the District Court, notify the district court that he or she wishes to be released from the representation of his or her interests in this collective action.

3.2. To rule that, in accordance with article 1018f (5) and (6) DCCP, any member of the Narrowly-Defined Group I and/or II not residing or domiciled in the Netherlands may, within one month of the announcement pursuant to article 1018f (3) DCCP of the decision appointing the exclusive representative, by means of a written communication addressed to the registry of the District Court, notify the District Court that he or she agrees to the representation of his or her interests in this collective action and that their interest is not represented in a collective or individual action based on similar issues of fact and law for the same event or events against Meta Platforms Inc., Meta Platforms Ireland LTD. and Facebook Netherlands B.V. in another Member State of the EU or the European Economic Area.

4. Declaratory decisions

4.1. To rule that Meta Platforms Ireland Ltd., Meta Platforms Inc. and Facebook Netherlands B.V., jointly and/or each of them individually, have acted unlawfully and are liable for the damage suffered and yet to be suffered by the Narrowly-Defined Group I, because:

4.1.1. during the Relevant Period I, or at least during a period to be determined by the District Court in the proper administration of justice, they have acted unlawfully towards the Narrowly-Defined Group I and are liable for the damage suffered and yet to be suffered by the Narrowly Defined Group I, because they have infringed the data protection rights and the privacy rights of the Narrowly-Defined Group I by:

- a. permitting, or at least enabling and facilitating, that third-party developers could have the disposal of and/or could have access to personal data of the Members I and could subsequently process those personal data, without having informed the Members I of this in sufficiently clear language and in a timely manner.
- b. failing to inform the Members I, or at least failing to inform them in sufficiently clear language and/or in a timely manner, about the 'integration partnership' programme and the related processing of personal data concerning the Members I.
- c. violating the requirement regarding a basis as contained in sections 6 and 8 of the Personal Data Protection Act (Wbp) and section 11.7a Telecommunications Act (Tw), or at least corresponding provisions in national privacy laws in other Member States, and/or violating article 5 (1) (a) and article 6 (1) GDPR, by processing personal data of the Members I, despite the fact that such processing operations could not be based on an adequate and legally valid ground for processing;
- d. violating the prohibition on processing regarding special data as contained in section 16 Wbp, or at least corresponding provisions in national privacy laws in other Member States, and/or article 9 (1) GDPR, by processing special personal data of the Members for advertising purposes.

4.1.2. during the Relevant Period I, or at least during a period to be determined by the District Court in the proper administration of justice, they have acted unlawfully towards the Narrowly-Defined Group I and are liable for the damage suffered and yet to be suffered by the Narrowly-Defined Group I, because Meta Platforms Ireland Ltd., Meta Platforms Inc. and Facebook Netherlands B.V. have performed a commercial practice which is unfair within the meaning of article 193b (3) of Book 6 DCC in conjunction with article 193d of Book 6 DCC.

4.1.3. during the Relevant Period I, or at least during a period to be determined by the District Court in the proper administration of justice, they have been unjustly enriched vis-à-vis the Narrowly Defined Group I.

4.2. To rule that Meta Platforms Ireland Ltd. and Meta Platforms Inc., jointly and/or each of them individually, during the Relevant Period II, or at least during a period to be determined by the District Court in the proper administration of justice, have acted unlawfully towards the Narrowly Defined Group II, for which conduct they may be held liable, because Meta Ireland, in violation of the GDPR, has transmitted data of the Narrowly Defined Group II to the United States, facilitated by Meta Inc., who are therefore liable for the damage suffered and yet to be suffered by the Narrowly Defined Group II.

5. Compensation for damage suffered

5.1. Compensation for material damage

To order Meta Platforms Ireland Ltd., Meta Platforms Inc. and/or Facebook Netherlands B.V., jointly and severally, within two weeks from the date of service of the final judgment, to compensate the Narrowly Defined Group I for the material damage suffered, namely:

5.1.1. Principally

To assess the material damage for each member of the Narrowly Defined Group I pursuant to article 104 of Book 6 DCC on the basis of the profits enjoyed by Meta Platforms Ireland Ltd., Meta Platforms Inc. and Facebook Netherlands B.V. for each year of the Relevant Period that he or she maintained a Facebook account.

5.1.2. In the alternative

To rule that the material damage is to be assessed later during separate follow-up proceedings and settled according to the law.

5.1.3. Both principally and in the alternative

To increase the aforementioned amounts to be paid by Meta Platforms Ireland Ltd., Meta Platforms Inc. and Facebook Netherlands B.V. by the statutory interest from the date of the Summons, or at least from the date of the final judgment to be rendered in these proceedings, or at least from a date to be determined by the District Court in the proper administration of justice, until the day payment is made in full.

5.2. Compensation for non-material damage

To order Meta Platforms Ireland Ltd., Meta Platforms Inc. and Facebook Netherlands B.V. jointly and severally to compensate the Narrowly Defined Groups I and II for the non-material damage suffered within two weeks from service of the final judgment, namely:

5.2.1. Principally

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In respect of Meta Platforms Ireland Ltd., Meta Platforms Inc. and Facebook Netherlands B.V.: an amount of EUR 750 for each member of the Narrowly Defined Group I;

In respect of Meta Platforms Ireland Ltd. and Meta Platforms Inc.: an amount of EUR 500 for each member of the Narrowly Defined Group II, ordering that, if he or she has in any one year of the Relevant Period II used both Facebook and Instagram, no obligation shall arise to pay compensation twice.

5.2.2. In the alternative

In respect of Meta Platforms Ireland Ltd., Meta Platforms Inc. and Facebook Netherlands B.V.: an amount to be determined by the District Court in the proper administration of justice for each year (or part thereof) in the Relevant Period I that a member of the Narrowly Defined Group I maintained a Facebook account;

In respect of Meta Platforms Ireland Ltd. and Meta Platforms Inc.: an amount to be determined by the District Court in the proper administration of justice for each year (or part thereof) in the Relevant Period II that a member of the Narrowly Defined Group II maintained a Facebook and/or Instagram account, ordering that, if he or she in any one year of the Relevant Period II used both Facebook and Instagram, no obligation shall arise to pay compensation twice.

5.2.3. In the further alternative

To assess the amount in non-material damage to be paid by Meta Platforms Ireland Ltd., Meta Platforms Inc. and Facebook Netherlands B.V. for each member of the Narrowly Defined Groups I and II pursuant to article 104 of Book 6 DCC on the basis of the profits enjoyed by Meta Platforms Ireland Ltd., Meta Platforms Inc. and/or Facebook Netherlands B.V. in respect of each year in the Relevant Period I and Relevant Period II respectively that he or she maintained a Facebook and/or Instagram account, ordering that, if he or she in any one year of the Relevant Period II used both Facebook and Instagram, no obligation shall arise to pay compensation twice.

5.2.4. As a final alternative

To rule that the non-material damage to be paid by Meta Platforms Ireland Ltd., Meta Platforms Inc. and Facebook Netherlands B.V. is to be assessed later during separate follow-up proceedings and settled according to the law.

5.2.5. Both principally, in the alternative, in the further alternative and as a final alternative

To increase the aforementioned amounts by the statutory interest from the date of the Summons, or at from least a date to be determined by the District Court in the proper administration of justice, until the date full payment is made.

6 Settlement of claims

To rule that the collective settlement of claims will (principally) be structured in a manner to be determined by the Foundation, or (in the alternative) in such a manner as will be deemed appropriate by the District Court in the proper administration of justice on the basis of proposals for the collective settlement of damages to be submitted by the Foundation and Meta Platforms Ireland Ltd., Meta Platforms Inc. and Facebook Netherlands B.V. pursuant to article 1018i DCCP.

7 Orders to cease the unlawful conduct

7.1. Order to cease the processing of personal data, or special personal data, without a legal basis

Case numbers: C/13/741774 / HA ZA 24-2 and C/13/747370 / HA ZA 24-224
15 October 2025

To order Meta Platforms Ireland Ltd., Meta Platforms Inc. and Facebook Netherlands B.V., jointly and/or individually, to comply with their legal obligations as described in the Summons, in particular by ceasing the unlawful conduct as described in Claim for Relief section 4.1.1 (c - d) and 4.1.2, on pain of a penalty of EUR 5,000,000 for each day that, upon expiry of a period of four months from the date of service of the final judgment, Meta Platforms Ireland Ltd., Meta Platforms Inc. and Facebook Netherlands B.V. fail to comply with this order, with a maximum of 4% of the worldwide annual turnover generated by Meta Ireland Ltd., Meta Platforms Inc. and Facebook Netherlands B.V. in the financial year preceding the final judgment, or at least a penalty to be determined by the District Court in the proper administration of justice, with the accompanying maximum.

7.2. Conditional order for the destruction, or at least the return, of personal data

If and to the extent that the Court of Justice of the European Union declares the Data Privacy Framework (C(2023) 4745) of 10 July 2023 invalid, to order Meta Platforms Inc. to destroy or return to Meta Platforms Ireland Ltd. the personal data of the Narrowly Defined Group II that Meta Platforms Ireland Ltd. transferred to Meta Platforms Inc. in the period 25 May 2018 - 10 July 2023, and to do so no later than within four months from the date of service of the final judgment, and to ensure that these data shall no longer be available and accessible in the U.S., on pain of a penalty of EUR 5,000,000 for each day that, upon expiry of a period of four months from the date of service of the final judgment, Meta Platforms Inc. fails to comply with this order, with a maximum of 4% of the worldwide annual turnover generated by Meta Platforms Inc. in the financial year preceding the final judgment, or at least a penalty to be determined by the District Court in the proper administration of justice, with the accompanying maximum.

8 Order for costs

To order Meta Platforms Ireland Ltd., Meta Platforms Inc. and Facebook Netherlands B.V. jointly and severally to reimburse the Foundation for the reasonable and proportionate and other costs of these proceedings, consisting in:

- a. the full costs of the proceedings incurred by the Foundation pursuant to article 1018I (2) DCCP, or at least the actual costs of the proceedings incurred pursuant to article 237 DCCP, plus the statutory interest from the date of the final judgment until the date full payment is made;
- b. the full costs, or extrajudicial costs, incurred and yet to be incurred by the Foundation pursuant to article 96 of Book 6 DCC, plus statutory interest from the date of the final judgment until the date full payment is made;
- c. the full amount of the fee that the Foundation has agreed to pay to the litigation funder, pursuant to 96 of Book 6 DCC and article 1018I (2) DCCP;

plus

the full costs of settling the claim, all this as will be assessed in greater detail.

To order Meta Platforms Ireland Ltd., Meta Platforms Inc. and Facebook Netherlands B.V. jointly and severally to pay the costs of these proceedings incurred by the Foundation, plus the subsequent costs of EUR 173 without service, or EUR 263 in the event of service having to be effected, all this to be paid within fourteen days from the date of the final judgment, plus – in the event that payment of the costs, or subsequent costs, is not effected within the period specified – the statutory interest on those costs, or subsequent costs, to be calculated from the expiry of the aforementioned period until the date full payment is made.