Neutral citation [2025] CAT 40

IN THE COMPETITION APPEAL TRIBUNAL

Case No: 1433/7/7/22

Salisbury Square House
8 Salisbury Square
London EC4Y 8AP

21 July 2025

Before:

HODGE MALEK KC
(Chair)
GREG OLSEN
DEREK RIDYARD

Sitting as a Tribunal in England and Wales

BETWEEN:

DR LIZA LOVDAHL GORMSEN

Class Representative

- and –

META PLATFORMS, INC.
META PLATFORMS IRELAND LIMITED
FACEBOOK UK LIMITED

Defendants

Heard at Salisbury Square House on 15 and 16 July 2025

RULING (DISCLOSURE)

APPEARANCES

Ms Sarah Ford, KC, Ms Sarah O'Keeffe and Mr Ian Simester (instructed by Quinn Emanuel Urquhart & Sullivan UK LLP) appeared on behalf of the Class Representative.

Mr Tony Singla, KC and Mr James White (instructed by Herbert Smith Freehills Kramer LLP) appeared on behalf of the Defendants.

A. INTRODUCTION

1. This is the ruling in relation to the third case management conference ("CMC") in these proceedings following the Tribunal's Judgment granting an application for a Collective Proceedings Order dated 15 February 2024 ([2024] CAT 11) (the "*Gormsen CPO 2*").

2. This ruling concerns outstanding issues between the parties in relation to the List of Issues for Disclosure ("LOIFD").

B. BACKGROUND

3. The proceedings concern a claim by the Class Representative ("CR") against the Defendants (together, "Meta") on behalf of a class of an estimated 46.6 million UK users of the Facebook social media platform (the "Users") who accessed the Facebook platform ("Facebook") whilst in the UK at least once between 14 February 2016 and 6 October 2023, inclusive. The CR alleges that Meta have abused the dominant position of Facebook by imposing an unfair bargain on certain Users pursuant to which the Users were required, as a condition of access to Facebook, to allow Meta to collect and use their data, including sensitive data, concerning their activities on: (i) Meta products and services other than Facebook (e.g. Instagram); and (ii) third party websites and apps ("Off-Facebook Data"),[1] without receiving a corresponding value transfer in return.

4. The CR contends that the abuse can be considered in two related ways that in practice amount to the same thing: that Meta imposed unfair terms and conditions, and imposed an unfair price. The CR refers to this as the "unfair bargain Meta made with Users". In her submissions for the CMC, the CR further explains that the unfairness of the bargain imposed by Meta stems, amongst other things, from:

[1] Meta object to the use of this terminology which will be considered in relation to Overarching Issue 1 below.

(1) that once it had acquired a dominant position, Meta insisted that Users grant it permission to collect and use their "Off-Facebook Data" as a condition of access to Facebook (for no value transfer in return), which Meta had not (and could not have) done when it faced effective competition;

(2) that Meta initially used privacy as a competitive differentiator for Facebook but increasingly degraded privacy protections over time (as Facebook gained market power) without adequately communicating this to Users;

(3) Meta's lack of transparency in its approach to the collection and use of Users' personal data, its related misleading representations, and its failure to comply with relevant privacy and data legislation;

(4) the value received by Meta under the unfair bargain, compared to the value received by Users; and

(5) that Meta's actions: (i) were not necessary (including because it previously profitably provided free Facebook access without requiring Users to permit the collection and use of their Off-Facebook Data); (ii) did not serve a legitimate purpose; and/or (iii) were not proportionate to any such purpose.

5. The CR further alleges that, under conditions of effective competition, Meta would not have been able to impose the abusive bargain and would instead have negotiated a fair bargain with Users. While, in a non-abusive counterfactual, Meta could not have forced Users to give it access to their Off-Facebook Data, the prospects of financial gain to Meta from having that input would have incentivised Meta to pay Users for it. The aggregate losses claimed in these proceedings have provisionally been estimated to be in the region of £3 billion.

6. At a hearing on 7 October 2024, the Court of Appeal refused an application by Meta for permission to appeal *Gormsen CPO 2* (see [2024] EWCA Civ 1322). The CR has filed an Amended Collective Proceedings Claim Form on 23

October 2023 (the "Amended Claim Form") and there is a pending application to amend it further. The Defence that has been filed on 23 October 2025 by Meta puts in issue all the essential elements of the claim and in response to that the CR has filed a Reply on 10 March 2025.

7. Following the Court of Appeal's refusal of permission to appeal *Gormsen CPO 2* (see [2024] EWCA Civ 1322), the parties engaged in correspondence and agreed on certain issues, including that an issues-based approach to disclosure should be adopted.

8. The first CMC in these proceedings took place on 16 December 2024. The Defendants were directed to file a Disclosure Report ("DR") and Electronic Documents Questionnaire ("EDQ") pursuant to Rule 60(1)(b) and (c) of the Competition Appeal Rules 2015 ("the Tribunal Rules").[2] There was no order at the first CMC that the CR provide a draft LOIFD or that the parties should endeavour to agree the LOIFD. Meta filed the DR and EDQ on 20 March 2025.

9. A further CMC was held on 4 April 2025 to consider the possibility of a split trial of the proceedings. The Tribunal determined that a split trial was inappropriate and a single trial was listed to commence on 20 September 2027 with a time estimate of 10 weeks, to be concluded by 30 November 2027.

10. In addition, at the second CMC, the Tribunal ordered a process for the exchange and agreement of a draft LOIFD. If the parties were unable to agree the LOIFD any areas of dispute were to be identified and referred to the Tribunal.[3] In addition, Meta was required to provide updated versions of the DR and EDQ that comply with Rules 60(1)(b) and 60(1)(c) of the Competition Appeal Tribunal Rules 2015.

11. The draft LOIFD was filed at the Tribunal on 10 June 2025, following an agreement between the parties to extend the deadline pursuant to paragraph 24

[2] See paragraph 3 of the Order dated 10 January 2025.
[3] See paragraphs 7 to 11 of the Order dated 8 May 2025.

of the Order dated 8 May 2025. The parties filed submissions in relation to the draft LOIFD on 10 June 2025.

12. On 13 June 2025, the Tribunal wrote to the parties outlining its disappointment at the lack of progress made by the parties on the LOIFD and the extent of the disagreements between them. The parties were encouraged to work constructively to narrow the issues in dispute ahead of the third CMC to reduce the issues that need to be determined.

13. Meta filed the updated versions of the DR and EDQ on 24 June 2025, following the parties' agreement to extend the deadline specified in paragraph 12 of the Order dated 8 May 2025. Meta produced its third set of proposed revisions to the CR's draft LOIFD on 2 July 2025. That document ran to some 147 pages with numerous issues and sub-issues. For the purposes of the current hearing, the parties have exchanged witness statements setting out the background and their positions on disclosure and the draft LOIFD: Vernon, 5th for the CR and Wisking, 3rd for Meta. In addition, a joint expert statement has been prepared by the parties' experts in relation to the various matters on which disclosure is said to be needed by the experts to compile their expert reports for trial. The Tribunal has taken this evidence into account as well as the written submissions for the parties.

14. On 14 July 2025, Meta filed a further revised version of the draft LOIFD to correct errors contained in the version filed by the CR and to accurately reflect the most recent wording of its current position. The CR subsequently provided a further version of the draft LOIFD incorporating Meta's corrections and it was confirmed during the third CMC that this version correctly sets out the parties' positions as at the commencement of the third CMC.

15. At the third CMC, of the 186 sub-issues for disclosure ("IFDs") identified in the draft LOIFD provided on 2 July 2025:

    (1) 65 IFDs were agreed between the parties as either: (i) matters for disclosure from Meta pursuant to agreed wording; or (ii) IFDs that have been removed from the draft LOIFD by agreement;

(2) 73 IFDs were agreed between the parties, subject to four overarching issues of principle, as considered below;

(3) 26 IFDs were agreed between the parties, subject to the resolution of further detailed drafting points (some of which also require resolution of the overarching issues of principle, but not all); and

(4) 22 IFDs that were not agreed between the parties, and Meta's position was that they should be excluded in their entirety from the LOIFD.

C. LEGAL PRINCIPLES

16. The principal considerations in relation to the formulation of the LOIFD are helpfully summarised in CPR PD57AD at paragraph 7 which provides, so far as is relevant to the current application, as follows:

> "7.2 Where one or more of the parties has indicated it is likely to request search-based Extended Disclosure (i.e. Models C, D and/or E), the claimant must within 42 days of the final statement of case prepare and serve on the other parties a draft List of Issues for Disclosure unless an agreed list of issues for trial already exists and the parties agree that it is suitable (with or without adaptation) to be used for disclosure. The draft List of Issues for Disclosure should be set out in Section 1A of the Disclosure Review Document.
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> 7.3 At the same time as serving a draft List of Issues for Disclosure, the claimant shall identify for each Issue for Disclosure which Model of Extended Disclosure it proposes for each party. If the claimant proposes Model C Disclosure for any Issue for Disclosure it should indicate, using Section 1B of the Disclosure Review Document, how the particular documents or narrow class of documents it proposes should be defined for that purpose (see paragraph 8 below).
>
> 7.4 If the claimant fails to prepare and serve a List of Issues for Disclosure within 42 days of the final statement of case any defendant may prepare and serve its own draft List of Issues for Disclosure on the other parties together with its proposed Models including any Model C requests.
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> …
>
> 7.6 The List of Issues for Disclosure should be as short and concise as possible. "Issues for Disclosure" means for the purposes of disclosure only those key issues in dispute, which the parties consider will need to be determined by the court with some reference to contemporaneous documents in order for there to be a fair resolution of the proceedings. It does not extend to every issue which is disputed in the statements of case by denial or non-admission. For the purposes of producing a List of Issues for Disclosure the

parties should consider what matters are common ground but should only include the key issues in dispute in the list.

7.7 When drafting Issues for Disclosure the parties should have regard to the primary functions of those Issues namely (i) to help the parties to consider, and the court to determine, whether Extended Disclosure is required and, if so, which Model or Models should be used; (ii) to assist the parties in identifying documents and categories of documents that are likely to exist and require to be disclosed; (iii) to assist those carrying out the disclosure process to do so in a practical and proportionate way including, in the case of search-based disclosure, to help define and guide the searches; (iv) to assist with the process of reviewing documents produced by searches; and (v) to avoid the production of documents that are not relevant to the issues in the proceedings.

7.8 The claimant should seek to ensure that the draft List of Issues for Disclosure provides a fair and balanced summary of the key areas of dispute identified by the parties' statements of case and in respect of which it is likely that one or other of the parties will be seeking search-based Extended Disclosure.

…

7.10 In advance of the first case management conference, the parties must discuss and seek to agree the draft List of Issues for Disclosure, the Models identified for each Issue for Disclosure, and the wording of any Model C proposals. They should consider whether any draft Issue for Disclosure can be removed.

7.11 Whilst reasonable and proportionate efforts are required to agree the List of Issues for Disclosure, if agreement cannot be reached after such efforts the List should be concluded by showing the areas of disagreement. The parties should consider seeking Disclosure Guidance from the court at an early stage as a means to help resolve the differences between them. One situation in which Disclosure Guidance should be considered is where one party believes the other is proposing a list of issues that is far too complex to serve as a List of Issues for Disclosure.

7.12 The List of Issues for Disclosure does not bind the parties at trial. The List of Issues for Disclosure need not contain / include a list of all the issues in the case and the issues in the case may develop or be refined as the case proceeds. The List of Issues for Disclosure may be revised or supplemented at any time prior to or following the case management conference, including as a result of statements of case or amended statements of case subsequently served or discussions between the parties in relation to the Disclosure Review Document."

17. CPR PD 57AD does not apply in the Tribunal but can be useful guidance on the approach to be taken, where appropriate. The Tribunal in collective proceedings cases tends to follow a bespoke approach as proceedings tend to be case specific. A separate List of Issues for Disclosure is not necessary for every case and in some cases it can be dispensed with. For example, the List of Issues for case management and trial may be used with the parties or Tribunal identifying at an

early stage which issues are not needed for disclosure, such as where the matter is a legal issue not raising contested issues of fact.

18. Lists of Issues for Disclosure have been considered in a number of cases, primarily in the context of the pilot in the Business and Property Courts which preceded the adoption of what is now CPR PD57AD. There is a disagreement on the extent to which (if at all) a List of Issues for Disclosure may include issues not reflected in the pleadings. It was a recurrent theme in relation to many of the contested issues for disclosure whether the draft issue related to an issue on the pleadings.

19. In *McParland and Partners v Whitehead* [2020] EWHC 298 (Ch) at [44]-[49], the Chancellor gave very helpful guidance as follows:

> "44. The starting point for the identification of the Issues for Disclosure will in every case be driven by the documentation that is or is likely to be in each party's possession. It should not be a mechanical exercise of going through the pleadings to identify issues that will arise at trial for determination. Rather it is the relevance of the categories of documents in the parties' possession to the contested issues before the court that should drive the identification of the Issues for Disclosure.
>
> 46. It can be seen, therefore, that Issues for Disclosure are very different from Issues for Trial. Issues for Disclosure are issues to which undisclosed documentation in the hands of one or more of the parties is likely to be relevant and important for the fair resolution of the claim. That is why paragraph 7.3 of PD51U provides that Issues for Disclosure are "only those key issues in dispute, which the parties consider will need to be determined by the court with some reference to contemporaneous documents in order for there to be a fair resolution of the proceedings" (emphasis added). Paragraph 7.3 goes on to explain, as I just have, that Issues for Disclosure do "not extend to every issue which is disputed in the statements of case by denial or non-admission".
>
> 47. This explanation demonstrates that, in many cases, the Issues for Disclosure need not be numerous. They will almost never be legal issues, and they will not include factual issues that are already capable of being fairly resolved from the documents available on initial disclosure.
>
> 49. Finally, I might mention that the Issues for Disclosure have an important function beyond the CMC. Having framed the scope of the documents to be located and reviewed by the disclosing party, they enable the review of documents to be conducted in an orderly and principled manner. Under standard disclosure, the test was whether a document supported or adversely affected a party's "case". This was far too general. Under the Disclosure Pilot the reviewer has defined

> issues against which documents can be considered. The review should be a far more clinical exercise."

20. An apparently broader approach was taken by Peter Eggers QC (sitting as a Deputy High Court Judge) in *Lonestar Communications Corporation LLC v Kaye* [2020] EWHC 1890 (Comm) ("*Lonestar*") at [32]:

> "32. It follows from this that the Issues for Disclosure must also be issues crystallised in the statements of case. It is not every pleaded issue which should become an Issue for Disclosure; only a key issue in dispute should be identified as an Issue for Disclosure. The identification of the Issue for Disclosure must not become tangled in a complex distillation of issues, both great and small, thrown up by the statements of case (in McParland & Partners Ltd v Whitehead [2020] EWHC 298 (Ch); [2020] Bus LR 699, at paragraph 57, the Chancellor said that "Unduly granular or complex lists of issues for disclosure should be avoided. Likewise, the models chosen should simplify the process rather than complicate it"). That said, if the relevant issue is not a pleaded issue, an issue which emerges from the parties' contrary cases in the pleadings, it cannot be formulated as an Issue for Disclosure."

21. Some doubt has been expressed in subsequent authorities on the wider formulation in *Lonestar* beyond issues referable to the statements of case. As stated by Master Clark in *ENRC v Qajygeldin* [2021] EWHC 462 (Ch) at [82]:

> "82. The authorities referred to above establish that, although the court has jurisdiction to order disclosure in relation to issues not arising on the statements of case, that jurisdiction is very sparingly exercised. In this case, the issues as to which disclosure is sought are not issues on the statements of case. There are strong policy reasons for the court's reluctance to order disclosure as to this type of issue, which are vividly illustrated by this case. The parties' and the court's resources should be directed and focussed upon the matters which the court will need to decide in order for there to be a fair resolution of the claim at trial."

22. In *IRC v IGE USA Investments Ltd* [2020] EWHC 1716 (Ch), James Pickering QC (sitting as a Deputy High Court Judge) declined to follow Lonestar. He stated at [57] and [59]:

> "57. In my judgment, a similar approach can and ought to be adopted towards paragraph 7.3 of the Pilot which, as explained above, defines "Issues for Disclosure" as "only those key issues in dispute which the parties consider will need to be determined by the court with some reference to contemporaneous documents in order for there to be a fair resolution of the proceedings." In short, in my judgment, in order to be an Issue for Disclosure for the purposes of paragraph 7.3, it is not necessary for the issue to be identifiable on the face of the statements of case – instead, it is enough for that issue to be something which will

need to be determined by the court in order for there to be a fair resolution of the proceedings as a whole.

…

59. As for *McParland*, there is of course no question but that the dicta of the Chancellor concisely summarises the process which is to be employed when the parties are engaging to agree the Issues for Disclosure. As for Lonestar Communications, however, I respectfully disagree with the first and last sentences of paragraph 32 (as underlined) which in my judgment adopt the same non sequitur which I find the Deputy Master to have adopted in the present case."

23. A similar approach was adopted in *Curtiss v Zurich Insurance Plc* [2021] EWHC 1999 (TCC) at [18]:

"18. I need say little about this disagreement. For the purposes of this CMC and most case management conferences at which extended disclosure must be considered, the approach of Mr Eggers QC in the Lonestar case is, in my judgment, the correct one. The question before me concerns the disclosure that is necessary for a fair determination of the issues at trial. Such disclosure must be directed to the issues in dispute on the statements of case. This is reflected in paragraphs 2.4, 7.3 and 7.4 of the Practice Direction. In the IGE USA Investments case, Mr Pickering QC was concerned with a rather different situation, namely a request for disclosure, pursuant to paragraph 18 of the Practice Direction, that related not to any issue on the existing statements of case but to an issue that would arise on a proposed amendment of a statement of case for the purpose of adding an allegation of fraud. The deputy judge made an order for disclosure on the basis that, as he said at [68]:

> "In the present case, the proposed amendments alleging fraud, while not yet issues identifiable on the face of the statements of case, are clearly issues which will need to be determined by the court in order for there to be a fair resolution of the proceedings as a whole – first, at the time when the court has to consider whether or not to grant those amendments and, second, if those amendments are granted, at the trial itself."

Thus the deputy judge apparently considered that the disclosure was required for the fair determination of a preliminary battle even if not necessarily for the trial of the claim. That was also the case in Rome v Punjab National Bank [1989] 2 All ER 136 (disclosure as to the regularity of service), on which the deputy judge relied as a second reason for his decision. As I say, I am concerned not with that situation—as to which, I say nothing—but with the disclosure necessary for the fair determination of the case at trial. In such a case, the Issues for Disclosure must in my view appear on the statements of case, though not all issues that so appear will be Issues for Disclosure."

24. The Tribunal having reviewed the cases, CPR PD 57AD and relevant principles considers that the LOIFD should be by reference to the pleadings. It is useful

for the list to identify the issues cross-referenced to the statements of case of the parties. In rare cases, an issue may be added falling outside the matters pleaded as issues for trial, but any such addition needs to be justified: Matthews and Malek, *Disclosure* (6th ed., 2024), para. 5-49. Examples may be where there may be similar fact evidence or exceptionally disclosure is appropriate on an issue going to the credibility of a case or main witness.

25. In dealing with the current LOIFD, the Tribunal has taken into account the following:

(1) The first draft of the list should be compiled by the claimants. Thereafter, the parties should engage in a cooperative process to get the list finalised. This may entail an element of give and take. The list should be prepared with care and on a collaborative basis by the parties so that it is useful both for the parties and the Tribunal: *Disclosure*, para. 5-49.

(2) The list should usually be relatively concise and not extend to multiple issues of issues and sub-issues, as has happened to date in this case.

(3) The list should be cross-referenced to the pleadings of all the parties.

(4) The list needs to be an aid to the completion and finalisation of the DR and for the court in giving directions as to disclosure. It can also assist those who are tasked with the actual disclosure exercise.

(5) The list should list most issues in broad terms save where more particularity is required. An issue addressed in general terms does not preclude sub-categories being adopted in the DR or any order for disclosure.

(6) A long list of specific issues can in fact lead to a too narrow disclosure exercise.

(7) The list once finalised should be a simple list with no commentary.

(8) The list should not contain what are, in effect, requests for further information. Here the draft includes a number of items which appear to be forms of interrogatories.

(9) Where the parties are unable to agree the list, then a marked-up version should be compiled showing the differences. It should be presented in a way that it is user-friendly for the Tribunal to go through the differences so as to finalise it in default of agreement. How that process is to be followed in practice may require the parties applying to the Tribunal for guidance. Having a substantial contested hearing on the wording of the list is something the parties should endeavour to avoid.

(10) In general, once the list has been finalised either by the parties or the Tribunal, the DR should be finalised. Here the DR itself has become complicated and contentious, which at least in part has arisen from the unsatisfactory form of the draft list of issues.

26. Whilst some of these principles do not appear to have been followed in the present case, given how long and contentious the current process has been, the Tribunal has taken a pragmatic approach, bearing in mind that the trial has already been fixed to commence at the end of September 2027 with an estimate of 10 weeks. Thus, the Tribunal has been prepared to work with the current draft LOIFD, rather than requiring a fresh start which may, at the end of the day, increase costs and cause further delay. Meta has not asked the Tribunal to direct that the CR file a new draft LOIFD in line with the principles set out above. A much shorter and concise draft LOIFD would have been appropriate even though the present case is a complex one raising multiple factual issues and actual disclosure is likely to be extensive.

D. FOUR OVERARCHING AREAS OF DISPUTE

27. In preparing the LOIFD, the parties have identified four overarching areas of dispute, which affect a large number of IFDs. These are:

(1) the term to be used to describe the data which is the subject of the proceedings ("Overarching Issue 1");

(2) the temporal scope of disclosure ("Overarching Issue 2");

(3) disclosure relating to Meta products other than Facebook ("Overarching Issue 3"); and

(4) the definition of 'sensitive data' for the purpose of disclosure ("Overarching Issue 4").

The parties suggest that determination of these four issues will allow the finalisation of large portions of the LOIFD.

Overarching Issue 1

28. The CR's pleaded case concerns data derived both on Facebook and through other websites and apps. More specifically, the CR contends that Off-Facebook data includes data collected, received, processed and/or used by Meta that comes from any app or website visited by the User, including third-party websites and apps. Accordingly, the CR has proposed the following definition of Off-Facebook Data for use in the LOIFD:

> "Off-Facebook Data: data collected and/or received and/or processed and/or used by Meta on Users' activities that does not arise from activity 'on' the Facebook website or app. Such Off- Facebook Data includes but is not limited to (i) data on and/or from Users' activity on Meta products and services other than the Facebook app or website and (ii) data from Users' activity on the websites and apps of third parties (which for the avoidance of doubt Meta refers to as advertisers or third party advertisers interchangeably)."

29. Meta contends that the CR's proposed definition of Off-Facebook Data lacks clarity, is used inconsistently by the CR and is confusing. Meta also contends that Off-Facebook Data is not a term used or understood by Meta, and is therefore not a workable concept for use in disclosure. Meta proposes to replace the definition of Off-Facebook Data with two categories of data used by Meta in the ordinary course of its business: On-Meta Data and Third Party Activity Data. The specific definition of the proposed terms are:

> "On-Meta Data: data processed by Meta which include: (i) information that users provide to Facebook about themselves directly 'on' Facebook (such as name, age, gender, email address/phone number, or if a user additionally chooses to do so, their interests and hobbies); (ii) information that Meta generates from users' activity 'on' Facebook (such as their posts or the contacts they make on Facebook, e.g., friends or pages followed, and certain information about the devices they use); and (iii) data on and/or from certain other Meta products (e.g., Instagram)."
>
> "Third Party Activity Data: user activity data on websites or apps of third parties (such as advertisers) that those third parties share with Meta (and/or are otherwise transmitted to and/or received by Meta via Meta's Business Tools)."

30. The CR suggests that Meta's proposed definitions are narrower than the definition of Off-Facebook Data that she proposes. The CR contends that the definition of Off-Facebook Data reflects the CR's pleaded case, and Meta should not be permitted to narrow the CR's case with definitions that it prefers for operational reasons.

31. As regards Overarching Issue 1, it is clear that the rival positions of the parties is not merely a question of semantics, but it does matter whether the definition of data, set out under the relevant issue on behalf of the CR, is adopted or not. Ordinarily, issues for disclosure are by reference to the parties' pleaded case and so it is critical to establish whether or not:

(1) the definition sought by the CR is within its pleading; and

(2) whether or not the definition it seeks to apply is sufficiently clear and workable for those on the part of Meta who have to finalise the DR and thereafter to carry out the disclosure exercise.

32. The relevant paragraphs of the Amended Claim Form are as follows:

> "S.5. The data that Facebook has collected from its Users has included "Off-Facebook Data" throughout the Claim Period, consisting of detailed User data concerning Users' activities off Facebook's social network platform, including in particular data on User activity from: (i) other Meta products and services (e.g., Instagram); and (ii) third-party websites and apps visited, or used, by the User.
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> …
>
> 7. The Claims are based on the contention that Facebook abused its dominant position in the Personal Social Network Market, in breach

of the Chapter II prohibition and/or Article 102 TFEU. During the Claim Period, Facebook imposed on its UK users ("**Users**") various requirements that involved extraction of data concerning the activities of Facebook.com Users (including highly sensitive personal data) off-Facebook.com, notably User data from activity on: (i) Meta products and services other than Facebook.com (e.g., Instagram); and (ii) third party websites and apps ("**Off-Facebook Data**"). These data were then combined with the data that Facebook collects on-platform concerning Users (see further paras 83-86 below) and monetised by Facebook without a corresponding value transfer to Users to obtain multi-billion revenues on the advertising side of the market, by permitting advertisers to target adverts at Users based on these data.

…

38. In particular, Users had to give their consent to Facebook collecting and processing detailed User data transmitted to Facebook from third-party websites and apps.

…

51. Throughout the Claim Period, pursuant to the T&Cs, Facebook obtained extensive personal data from its Users (from the Facebook platform itself, from other Meta products and services such as Instagram, and/or from third-party websites and apps).

…

E. Off-Facebook Data collection

61. Throughout the Claim Period, the data that Facebook has collected from its Users has included detailed User data concerning their activities off Facebook's social media site, including in particular data on User activity from: (i) other Meta products and services (e.g., Instagram); and (ii) third-party websites and apps ("**Off-Facebook Data**").

(i) Sources of Off-Facebook Data

62. During the Claim Period, Off-Facebook Data has been collected from a number of sources, including (without limitation):

a. Third-party websites and apps that have integrated Facebook SDKs, which are bundles of software and software tools (known as "Software Development Kits" or "SDKs") that can be incorporated into apps and websites to provide extra functionality to app/website operators. Facebook SDKs include "Facebook SDK for Android" and "Facebook SDK for iOS", which can be used for integrating Android and iOS apps respectively with Facebook, and "Facebook SDK for JavaScript" for websites. Facebook SDKs can be used inter alia to integrate Facebook Social Plugins and Facebook Login (see below) into websites and apps. Over 560,000 apps on Google Play integrate the Facebook SDK for Android and over 270,000 apps on Apple App Store integrate the Facebook SDK for iOS.81.

b. Third-party websites and apps that integrate Facebook Social Plugins, which are tools that allow Users to share their experiences on other websites and apps with their friends on Facebook. Facebook Social Plugins include:

i. **Like Button**, which enables Users to share webpages and content with one click.

ii. **Share Button**, which enables Users to add personalised messages to links before posting them to their timelines.

iii. **Comments Plugin**, which enables Users to comment on content on third-party websites and apps using their Facebook accounts. Users can also choose to share such comments with their friends on Facebook.

c. Third-party websites and apps that integrate and use **Facebook Login**, which is a tool that enables Users to create accounts and log in to third-party websites and apps using their Facebook account.

d. Third-party websites and apps that integrated and used **Account Kit**, which was a tool that enabled Users to create user profiles on third-party website and apps using their phone numbers or email addresses without having to enter a password. Account Kit could also be used by people that did not have a Facebook account. Account Kit has been unavailable since around March 2020, but Facebook states that it still collects information from people who do not have a Facebook account.

e. Third-party websites that have embedded the **Meta Pixel** (formerly the "Facebook Pixel"), which is a piece of code that allows website operators to track visitor activity on their websites,90 thereby enabling them to measure visitor interactions with their websites in order to better understand their visitors' behaviour.91 According to Meta, the Meta Pixel lets advertisers "*measure, optimise and build audiences for [their] ad campaigns"*.

f. Third-party websites and apps that have implemented Meta's **Conversions API** (formerly "Server-Side Events" or "Server-Side API"), which is a software interface that enables website and app operators to collect and share customer data for the purposes of ad targeting and measuring the results of ad campaigns.

g. Meta products and services other than the Facebook service, e.g., Instagram. In fact, at least today, Meta has over a dozen products other than the Facebook service.

(ii) The nature of Off-Facebook Data

63. In its current Privacy Policy, Meta describes the information that it collects from third parties in the following terms:

"We collect and receive information from partners, measurement vendors, marketing vendors and other third parties about a variety of your information and activities on and off our Products.

Here are some examples of information that we receive about you:

- Your device information
- Websites that you visit and cookie data, such as through Social plugins or the Meta pixel
- Apps you use
- Games you play
- Purchases and transactions you make off of our Products using non-Meta checkout experiences
- The ads you see and how you interact with them
- How you use our partners' products and services, online or in person

Partners also share information such as your email address, cookies and advertising device ID with us. This helps us match your activities with your account, if you have one.

We receive this information whether or not you're logged in or have an account on our Products…

Partners also share with us their communications with you if they instruct us to provide services to their business, such as helping them manage their communications…

…

Partners use our business tools, integrations and Meta Audience Network technologies to share information with us.

These partners collect your information when you visit their site or app or use their services, or through other businesses or organisations they work with. We require partners to have the right to collect, use and share your information before giving it to us.

We process certain information that we receive from partners as a joint controller with them…"

64. Pending disclosure and evidence, the [CR] is not in a position to provide full particulars of the full extent of the Off-Facebook Data that Facebook has collected from its Users at all periods throughout the Claim Period. As detailed in this section, there is a considerable asymmetry of information between the [CR] and Facebook, since Facebook has not been clear or consistent in describing the full extent of its data-gathering practices and, moreover, those practices have altered over time. Indeed, as set out at para 50 above, Facebook has at times misled Users as to the true position as respects data collection. Accordingly, the [CR] reserves the right to amend further this Amended Claim Form, particularly in the light of disclosure provided by the Defendants, including disclosure made for these purposes to

courts and/or competition or regulatory authorities considering analogous matters.

65. Without prejudice to the aforesaid, the [CR] sets out below a non-exhaustive summary of the Off-Facebook Data which, to the best of the [CR's] knowledge, Facebook collects on its Users via each of the sources set forth above.

…

88. Off-Facebook Data is extremely valuable to Facebook both in isolation and, more importantly, when combined with data that Facebook also collects on-platform, including both data that Users explicitly provide in creating their profiles (e.g. their name, gender, date of birth, email address, relationship status, etc.) and data generated from Users' activities on the Facebook platform itself (e.g. the content they have 'liked', the groups they have joined, the ads on Facebook that they have clicked on, etc.).

…

90. While data collected on-platform and Off-Facebook Data on a given User is separately useful and valuable to Facebook, combining those two datasets into a single dataset on that User enables Facebook to make further inferences about the User's characteristics, preferences, and the types of products and services they are likely to purchase, inferences which could not have been discerned from considering the two datasets separately.

…

152. For reasons set out above, Facebook collected Off-Facebook Data as a condition of providing the Facebook social network service on a 'take-it-or-leave-it' basis, either because Users had no ability at all to avoid or limit the collection of Off-Facebook Data or had no effective ability to do so, given the choice architectures surrounding any options to limit such collection. Consistent with Facebook Germany FSC (as endorsed in Gutmann and Preventx), Facebook's collection of Off-Facebook Data on a 'take-it-or leave-it' basis involves an unfair trading condition. In particular:

…

b. The collection of Off-Facebook Data as a condition of providing social network services is neither necessary nor proportionate to any legitimate objective of providing social network services, within the meaning of the test for unfair terms (see para 147 above). The [CR] will refer in this respect (without limitation) to:

…

ii. As discussed in para 95.h above, from not later than June 2014, Facebook would leverage code on third-party websites and apps (e.g., Like buttons, Login buttons, conversion tracking pixels, retargeting pixels,

> and the Facebook SDKs) to track user activity on such websites and apps to enable commercial surveillance for advertising purposes. As noted at para 95.a above, Facebook had tried, in 2007, to impose similar measures but user backlash, and the existence of at least some competition, forced Facebook to shut down the measures in question. This shutting down followed an initial unsuccessful attempt by Facebook to allow Users to opt out of these measures. Facebook's CEO, Mark Zuckerberg, is reported as having said in response: *"We've made a lot of mistakes building this feature, but we've made even more with how we've handled them."* This shows both strong user resistance to Off-Facebook Data extraction and tracking, and that OffFacebook Data was neither necessary nor proportionate for operating a successful social media platform (since the platform continued to be provided successfully after the Beacon product was shut down (and prior thereto))."
>
> (footnotes omitted)

33. The CR contends that, in considering the bargain or the notional bargain between the User and Meta, disclosure is required in relation to what data, and sources of data, Meta got from third parties. The CR states that, in reality, it is irrelevant whether such data was purchased or not when assessing that bargain. Meta contends the CR was not permitted to include purchased data in the draft LOIFD as this was not referred to in the pleadings.

34. The Tribunal is satisfied that the definition sought by the CR does fall within the pleadings and hence that the wording sought by the CR is *prima facie* the one to be adopted.

35. As regards the other aspect, the Tribunal considers that the definition is clear and workable. The definition sought by Meta, whilst it is clear and workable as well, potentially excludes various sources of data, which is clearly unsatisfactory at this stage. There is an information asymmetry between the parties and it is clear from the correspondence that the CR has been seeking clarity from Meta as to what is included and what their sources are. It may well be that, at the next hearing, the Tribunal will wish to consider a request for information or a statement be provided as to exactly what those sources are.

Overarching Issue 2

36. The temporal scope varies between issues and has been agreed in respect of many IFDs. The parties are disputing the temporal scope of a subset of remaining IFDs.

37. For categories that remain in dispute, the CR draws a distinction between IFDs concerning (i) Meta's collection, receipt, processing and/or use of Off-Facebook Data and related issues; and (ii) IFDs relating to, or requiring, an examination of Meta's historic market position and conduct.

    (1) In relation to subcategory (i), the CR's submission is that the appropriate temporal scope is "*From the point at which Meta first collected and/or received and/or processed and/or used Off-Facebook Data*"; or, in some instances, "*From the point at which Meta first considered collecting and/or receiving and/or processing and/or using Off-Facebook Data.*" The CR's position is that such definitions tie the disclosure sought directly to the period in which Meta is alleged to have engaged in the relevant conduct, and that the CR does not have further clarity about the date on which these points occurred.

    (2) In relation to subcategory (ii), the CR's submission is that she may require disclosure back as far as 2005 for certain IFDs. The CR suggests that it is necessary to have such a long period of disclosure to enable her expert to conduct a comparison between the Claim Period (2016 to date) and a period prior to Meta achieving market power and/or dominance. The CR's position is based on an expert opinion from Professor Scott Morton that Facebook may have been dominant from as early as 2008.

38. Meta submits that the disclosure period for all IFDs where temporal scope remains in dispute need not go back further than 2012, though Meta is willing to adopt a start date of 2011. This date was chosen on the basis that the temporal scope should extend to when Meta first received and/or used the data that is the subject of the claim for use in personalised advertising, and Meta has submitted per its Defence that Meta started to receive and to use those data: (i) at the earliest in 2012 in respect of data from other Meta products (April 2012 being the month in which Instagram was acquired and became a Meta product); and

(ii) 2013 in the case of Third Party Activity Data. Meta further suggests that this temporal scope of 2011 is appropriate because it would provide the CR with disclosure from 5 years before the start of the Claim Period and 3 years before her pleadings allege that the alleged abusive conduct commenced, and that this is sufficient to conduct the before and after analysis contemplated by the CR's expert. Meta submits that the CR's proposal on this issue is disproportionate and unnecessary to resolve the key issues in dispute.

39. On Overarching Issue 2, we are broadly in favour of the approach adopted by the CR, subject to looking at what dates we are going to insert for those where no specific starting date has been given in the draft prepared by the CR.

40. It is clear to us that for some starting dates, it is not possible at this stage to cast them in stone as further information is lacking from Meta, and in due course we envisage an RFI or a statement request is going to have to be filed to get to the bottom of when certain activity started, or when certain steps were taken, or certain things were considered.

41. There is an information asymmetry which makes it very difficult for the CR to be precise on dates, and it is unclear on the pleadings to us exactly when the infringement or the conduct alleged commenced.

42. We know that the Claim Period started in 2016, but that is because of a limitation issue, and the relevant conduct is alleged to have commenced earlier than that. Meta says that the actual starting date, if there is any, is 2013 in respect of Third Party Activity Data and 2012 at the earliest in respect of data from other Meta products for use in personalised advertising, but the CR does not accept that. What we wish to make clear is that the mere fact that a starting date for an IFD is, let us say, prior to 2011 in certain circumstances (and we will go through each one one-by-one), is not determinative of what disclosure will in fact be ordered. At the hearing the Tribunal went through all the draft issues one by one and where in the draft list no actual starting date has been inserted, but the proposed formulation was by reference to when Meta first started collecting and/or receiving and/or processing and/or using Off-Facebook Data

or considered doing so, an early date has been inserted before the 2011 default date suggested by Meta.

43. A proportionate approach is one that is applied by this Tribunal, and the mere fact that documents may be available that shed light on an issue does not mean that a huge expense is going to be incurred to dig up what may be an elusive treasure trove of documents.

44. Meta has produced a DR that has identified what the anticipated costs would be if a full disclosure exercise is adopted in line with the proposals included in their DR, and that is a very useful document in that respect. But that will feed into the form in which any disclosure will be ordered. Quite often the Tribunal will be willing to deal with matters by way of a RFI, or an information statement, or on a sampling basis in lieu of a full disclosure exercise of documents.

45. The CR's position is entirely understandable in respect of its suggested dates. On the other hand, we understand the position of Meta, which is that they do not want a relatively early starting date to bind the Tribunal when it comes to deciding what disclosure, if any, should be made in relation to the earlier period.

46. The earlier the period of disclosure sought, in particular, for example, anything earlier than 2011, the more careful the consideration required will be before wide-ranging disclosure orders are made, given the cost involved, the likely benefit of the disclosure sought, and the form in which it is being sought. For the avoidance of doubt, the dates specified during the hearing (often 2005 or 2007) in relation to specific issues in the finalised LOIFD will not prejudice the ability of Meta to raise arguments of proportionality as regards disclosure.

Overarching Issue 3

47. The CR submits that her pleaded case includes that by making access to Facebook contingent on Users permitting Meta to collect and use their Off-Facebook Data without a corresponding value transfer to Users, Meta entered into an "unfair bargain" with Users. In order to assess the fairness of this bargain the CR contends that it is necessary to analyse the utility and economic value of

Off-Facebook Data on all Meta products (including for example Instagram), as well as Facebook.

48. Meta on the other hand suggests that disclosure must be limited to what is relevant to the provision of Facebook to Users of Facebook in the UK, and that disclosure should not extend to material that is concerned with entirely different parts of Meta's business (such as Instagram). Meta accepts that the CR's case on the alleged abuse includes Off-Facebook Data (subject to the objections to that term set out above). However, Meta contends that the CR's pleaded case concerns only the "unfair bargain" between Meta and Users of Facebook in respect of Users' access to, and use of, Facebook. Accordingly, Meta's position is that disclosure should relate only to the provision of Facebook to Users and should not encompass disclosure relating exclusively to other Meta products.

49. On Overarching Issue 3, the key dividing line between the parties is whether the use of Off-Facebook Data, other than on the Facebook platform and the revenue derived therefrom is one that falls within the proceedings. It is trite that disclosure is made by reference to the pleadings and in general a party may not seek disclosure of matters not relevant to the issues in the pleadings: *Disclosure* para. 5-27 (see also paragraph 24 above).

50. The Amended Claim Form does include pleas as to the use of Off-Facebook Data, including the allegations that there has been an unfair bargain, a lack of transparency, and that the use of Off-Facebook Data feeds to a certain extent into the counterfactual.[4] However, these pleas do not expressly raise as an issue the use of such data and any revenue or profit therefrom earned by platforms such as Instagram, which are outside the Facebook platform. Although there are references to other platforms, including Instagram, in various parts of the pleadings, we do not consider that those references in themselves make it an issue in the proceedings on which disclosure is required.

51. At the certification stage, the expert evidence of Professor Scott Morton, in her first report dated 6 October 2023, relied upon by the CR, was in terms of the

[4] See the Amended Claim Form paragraphs 175 to 177.

incremental profits associated with Off-Facebook Data and revenue earned in relation to the Facebook platform only.[5] However, the CR relies in particular on two matters over and above what the Tribunal considers to be incidental references to other platforms in the proceedings. Firstly, the CR relies on the wording of paragraph 6 of the Amended Claim Form, which provides as follows:

> "The three Proposed Defendants are members of the Meta corporate group, previously known as Facebook. Unless otherwise indicated, the term "**Facebook**" is used herein to refer to that corporate group. Facebook owns and operates the well-known eponymous online personal social network service (known as Facebook.com or Facebook Blue), as well as other services including most notably the photo sharing and messaging services Instagram and WhatsApp. It is estimated that, as of 31 December 2022, there were around 2.96 billion monthly active users of the Facebook personal social network service globally." (footnotes omitted).

52. That, the CR says, feeds into other paragraphs of the pleadings, such as paragraphs 40 (a), 42 and 84 of the Amended Claim Form, which must be read in the light of the wide definition of Facebook. Thus, it is said that other platforms and the revenue derived from them are actually in issue.

53. The Tribunal does not consider that when one fairly reads the pleadings, the thrust of the case is as suggested in paragraph 52 above, and, indeed, it would be contrary to the basis on which the claim was certified on the back of the evidence of Professor Scott Morton. We do not consider that the decision on certification itself permits an expansive view of the case. The whole thrust of the case is looking at the two sides of the bargain in relation to the Facebook platform.

54. The second point raised by the CR is in relation to the joint statement of Professor Scott Morton and Mr Steadman dated 10 July 2025, and in particular what Professor Scott Morton says at paragraph 35, which states as follows:

> "As I set out in FSM1 (and see paragraph 31 above) I intend to analyse whether the incremental data from Off-Facebook Tracking is contributing significantly to the overall financial performance of Meta. It would not allow me to carry out this work if there was a limited expert issue that only permitted the analysis of the profitability of the use of the relevant data **in personal advertising**. At

[5] See paragraphs 18, 194, 200 and 328 in particular.

> this stage I do not know all the ways in which Meta utilises and/or generates profits from the use of the Off-Facebook data, but I could envisage areas outside personalised advertising where it could create value such as the training of AI models. Accordingly, whilst personalised advertising is likely a key channel through which Meta gains value from the Off-Facebook Data, there may also be other channels relevant to my assessment. Failure to include these other channels risks underestimating the incremental profitability to Meta of Off-Facebook data. Therefore, in principle the issue should be broader than Meta allows for in the [list of issues on accounting].

55. The above passage only illustrates the fact that consideration of other platforms is not clearly within the pleadings and it was not within the original expert report of Professor Scott Morton, nor are the revenues being derived from other platforms. If that allegation is going to be brought into the proceedings, the pleadings will need to be amended. In that event, Meta has noted that any such wider assessment would also need to take into consideration the value to users of any Meta products beyond the Facebook platform.

56. The Tribunal does understand how the CR may wish to bring into the proceedings an allegation as to the use of Off-Facebook Data on other platforms, and any revenue therefrom, but that would require an amendment to the Amended Claim Form. Any such application to amend will need to be separately made and then considered on its merits. There is already an application for permission to amend to bring in another allegation in the Amended Claim Form, so if a further application is to be made then it may be convenient to deal with both aspects together. If the pleading is to be amended, then disclosure will need to be revisited.

Overarching Issue 4

57. The CR has proposed to use the following definition of sensitive data in the LOIFD:

> "Sensitive data: (i) data falling within the categories of sensitive personal data under section 2 of the DPA 1998 (during the period such legislation was in force) and, from 25 May 2018, the special categories of personal data set out in Article 9(1) of the GDPR and referred to in section 10(1) of the DPA 2018; (ii) personal data relating to criminal convictions and offences (as per Article 10 of the GDPR and referred to in section 10(5) of the DPA 2018); (iii) any

> personal data that is liable indirectly to reveal information falling within (i)-(ii); and (iv) any data sets consisting of data falling within (i)-(iii) above and other, non-sensitive, data, which is collected en bloc and which cannot be separated into sensitive and non-sensitive data at the time of collection and/or amalgamation."

58. The CR contends that this definition of sensitive data reflects her pleaded case and also reflects the positions in Case 184/20 *OT v Vyriausioji tarnybinės etikos komisija* [2023] 1 CMLR 29; and Case C-252/21 *Meta Platforms Inc v Bundeskartellamt* [2023] 5 CMLR 22.

59. Meta submits that the definition of sensitive data should exclude the text set out in sub-items (iii) and (iv). Meta contends that these sub-items introduce contentious legal issues that are liable to give rise to complications concerning interpretation during disclosure. Meta suggests that the cases referred to by the CR in paragraph 58 above are post-IP completion decisions that are not binding on the Tribunal. Further, Meta contends that the language proposed reflects only the CR's interpretation of some of the relevant case law rather than any settled position in law.

60. On Overarching Issue 4, having read the parties' written submissions, the Tribunal gave a provisional indication during the third CMC that it was inclined to order that the definition of Sensitive Data include items (i), (ii) and (iv) as set out in paragraph 57 above. The Tribunal was not minded to include (iii) as it would be difficult to apply and is generally vague, particularly in relation to the phrase "liable indirectly to reveal" further information. The real issue is whether or not material falls within "sensitive data" and including (iii) would add an extra layer of complexity which is unnecessary.

61. Counsel for the parties confirmed that they were content with the Tribunal's provisional indication.

62. The revised wording in relation to Overarching Issue 4 is amended as follows:

> "Sensitive data: (i) data falling within the categories of sensitive personal data under section 2 of the DPA 1998 (during the period such legislation was in force) and, from 25 May 2018, the special categories of personal data set out

> in Article 9(1) of the GDPR and referred to in section 10(1) of the DPA 2018; (ii) personal data relating to criminal convictions and offences (as per Article 10 of the GDPR and referred to in section 10(5) of the DPA 2018); and (iii) any data sets consisting of data falling within (i)-(ii) above and other, non-sensitive, data, which is collected en bloc and which cannot be separated into sensitive and non-sensitive data at the time of collection and/or amalgamation."

63. Having regard to the Tribunal's determination of Overarching Issues 1-4 above, further consideration was given to the specific issues in relation to the draft LOIFD which is to be reflected in an updated LOIFD. The Tribunal ruled on the contested aspects of the draft LOIFD and the parties were invited to file with the Tribunal the finalised version suitably cross referenced to the pleadings.

E. FURTHER DIRECTIONS

64. Meta has prepared a DR which has had various iterations. The most recent version of the DR was filed on 24 June 2025 and is a lengthy document with various annexes on which a significant amount of work has been done. The current DR primarily focuses on custodial disclosure. In relation to many categories, it is not simply going to be a question of considering the specific custodians but also what is contained in various repositories and servers of Meta.

65. Meta is required to update the DR to reflect the rulings set out above and the final version of LOIFD. Meta is also required to prepare a schedule in relation to non-custodial disclosure, which can either form part of the updated DR or be a completely separate document.

66. In addition, Quinn Emauel Urquhart & Sullivan UK LLP, the solicitors for the CR, wrote to Meta's solicitors on 8 July 2025 seeking clarification on certain issues in relation to the DR (the "QE Letter"). Meta should provide a substantive response to reasonable requests set out in QE Letter at the same time that it files an updated DR.

67. During the third CMC, the CR provided a draft request for further information in relation to paragraphs 138(c) and 154(a) Defence (the "RFI"). In the RFI the CR seeks confirmation in relation to when and for what purposes Meta first

collected Off-Facebook Data; and/or received Off-Facebook Data; and/or processed Off-Facebook Data; and/or used Off-Facebook Data; when it first considered doing each of these acts. The CR will amend the draft RFI to include as a basis that it will assist in the case management of disclosure. The CR has liberty to file an RFI and Meta will have an opportunity to respond. Meta has made clear that it opposes the RFI and the grounds of opposition can be set out in the Response to the RFI. Any dispute can be determined at the next Disclosure CMC (see paragraph 72 below).

68. The parties should also engage in a Redfern Schedule process which identifies the parties' respective positions on the matters in dispute in relation to disclosure, the timetable and details for which is set out in section F below.

F. DISPOSITION

69. The parties shall prepare and file an updated version of the LOIFD that reflects the above rulings of the Tribunal on Overarching Issues 1-4 and Tribunal's determination at the hearing on the specific wording of the contested parts of the LOIFD by 12 noon on 22 July 2025.

70. Meta shall file and serve its updated DR, non-custodial schedule and response to the reasonable requests in the QE Letter by 4pm on 6 August 2025. The updated DR shall be by reference to the finalised version of the LOIFD.

71. The CR is required to prepare a Redfern Schedule identifying, in the first column, the areas in dispute and the matters on which they are seeking disclosure by 4pm on 20 August 2025 (over and above aspects agreed between the parties). Further directions in relation to the Redfern Schedule are as follows:

    (1) Meta shall respond, in the second column, to the CR's requests by 4pm on 3 September 2025.

    (2) The CR shall reply, in the third column, to Meta's responses by 4pm on 10 September 2025.

(3) The solicitors of the parties should meet by 17 September 2025 with a view to endeavouring to resolve any items which remain in dispute after the completion of the third column.

(4) The parties should file with the Tribunal the Redfern Schedule highlighting those issues which are still in dispute for resolution by the Tribunal by 4 pm on 22 September 2025.

72. Any matters which remain in dispute on disclosure can be resolved by the Tribunal at a Disclosure CMC to be listed in late September / early October 2025.

73. This ruling is unanimous.

Hodge Malek KC
Chair

Greg Olsen

Derek Ridyard

Charles Dhanowa, CBE, KC (Hon)
Registrar

Date: 21 July 2025