

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK

Natalie Scott v. Meta Platforms, Inc., formerly known as Facebook

Scott v. Meta Platforms, Inc. · No. 25-CV-2888 (NRM) (TAM) · Decided October 24, 2025

SUMMARY

The United States District Court for the Eastern District of New York granted Meta Platforms, Inc.’s motion to transfer Natalie Scott’s action to the Northern District of California under 28 U.S.C. § 1404(a). The court held that the applicable Facebook Terms of Use contained a valid, enforceable, mandatory forum-selection clause and denied Meta’s motion to dismiss without prejudice to renewal after transfer.

CASE DETAILS

|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT                 | United States District Court for the Eastern District of New York                                                                                                                                                                                                                                                                                                                                                                           |
| WRITING FOR THE COURT | Nina R. Morrison                                                                                                                                                                                                                                                                                                                                                                                                                            |
| JURISDICTION          | United States District Court for the Eastern District of New York                                                                                                                                                                                                                                                                                                                                                                           |
| DECIDED               | October 24, 2025                                                                                                                                                                                                                                                                                                                                                                                                                            |
| DOCKET                | 25-CV-2888 (NRM) (TAM)                                                                                                                                                                                                                                                                                                                                                                                                                      |
| DISPOSITION           | other                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| PROCEDURAL POSTURE    | Defendant moved to dismiss or alternatively transfer the action. The court granted the motion to transfer and denied the motion to dismiss without prejudice to renewal before the transferee court.                                                                                                                                                                                                                                        |
| STANDARD OF REVIEW    | The court assessed the enforceability of the forum-selection clause and whether transfer was appropriate under 28 U.S.C. § 1404(a). Once the moving party established reasonable communication, mandatory language, and applicability of the clause, the burden shifted to the nonmoving party to show that enforcement would be unreasonable or unjust or that the clause was invalid because of fraud, overreaching, or a similar defect. |
| PRECEDENTIAL VALUE    | unpublished district court order                                                                                                                                                                                                                                                                                                                                                                                                            |
| PARTIES               | Natalie Scott v. Meta Platforms, Inc., formerly known as Facebook                                                                                                                                                                                                                                                                                                                                                                           |

TOPICS

venue

civil procedure

motions to dismiss

contract interpretation

## PRACTICE AREAS

civil procedure

contracts

## QUESTIONS PRESENTED

1. Whether the Terms of Use contained a valid and enforceable forum-selection clause.
2. Whether the forum-selection clause was reasonably communicated to Plaintiff, mandatory, and binding on the parties.
3. Whether Plaintiff rebutted the presumption of enforceability by showing that enforcement would be unreasonable or unjust or that the clause was invalid because of fraud, overreaching, or a similar defect.
4. Whether the action should be transferred to the Northern District of California under 28 U.S.C. § 1404(a) rather than having the motion to dismiss decided in the Eastern District of New York.

## HOLDINGS

1. The Terms of Use contained a valid and enforceable forum-selection clause.
2. Plaintiff did not make the sufficiently strong showing necessary to establish that enforcement would be unreasonable or unjust or that the clause was invalid because of fraud, overreaching, or another recognized defect.
3. The action should be transferred to the Northern District of California under 28 U.S.C. § 1404(a), and the motion to dismiss should be denied without prejudice to renewal before the transferee court.

## KEY QUOTATIONS

*“You and Meta each agree that any claim, cause of action, or dispute between us that arises out of or relates to these Terms or your access or use of the Meta Products shall be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County.” (at 1)*

*“Once a moving party has established these elements, the burden shifts to the non-moving party to “rebut the presumption of enforceability by making a sufficiently strong showing that enforcement would be unreasonable or unjust, or that the clause was invalid for such reasons as fraud or overreaching.”” (at 1)*

## FACTUAL BACKGROUND

Plaintiff used Facebook after agreeing to Meta's Terms of Use. Those Terms contained a forum-selection clause requiring claims arising from or relating to the Terms or use of Meta products to be resolved exclusively in the United States District Court for the Northern District of California or a state court in San Mateo County. Plaintiff's opposition itself relied on the Terms of Use, but she primarily argued that litigating in California would be inconvenient.

## PROCEDURAL HISTORY

Plaintiff filed this action in the Eastern District of New York. Meta moved to dismiss or alternatively transfer under the forum-selection clause in the parties' Terms of Use. The court held the clause valid and enforceable, transferred the action to the Northern District of California under 28 U.S.C. § 1404(a), and declined to decide the dismissal motion without prejudice to renewal after transfer.

## DISPOSITION

other

## REMAND INSTRUCTIONS

The action was transferred, not remanded, to the United States District Court for the Northern District of California. The motion to dismiss may be renewed before the transferee court. The Eastern District of New York directed that no summons issue from that court and that the action be closed on its docket.

## CASES CITED

- We Are the People, Inc. v. Facebook, Inc., No. 19-CV-8871 (JMF), 2020 WL 2908260, at \*1–2 (S.D.N.Y. June 3, 2020)
- Martinez v. Bloomberg LP, 883 F. Supp. 2d 511, 516 (S.D.N.Y. 2012), aff'd, 740 F.3d 211 (2d Cir. 2014)
- Schweitzer v. Nevels, 669 F. Supp. 3d 242, 246 (S.D.N.Y. 2023)
- King v. Aramark Servs., Inc., No. 19-CV-77, 2019 WL 3428833, at \*2 (W.D.N.Y. 2019)