

**PARIS
JUDICIAL
COURT**



34th Chamber

**Case No. 25/06190 - No.
Portalis
352J-W-B7J-C7VEJ**

Minute No.:

Summoning
Order dated:
May 19, 2025

**ORDER OF THE PRE-TRIAL JUDGE
Issued on September 17, 2026**

PLAINTIFFS

**Organization: INTERNATIONAL RIGHTS
ADVOCATES**, 1156 15th St., New Ste. 502, Washington,
DC 20005, (UNITED STATES)

**Organization IMPERIAL CHILD RIGHTS AND
WOMEN'S EMPOWERMENT (ICRAWE)**
P.O. Box 513, Sefwi Wiawso, Western North Region
(REPUBLIC OF GHANA)

**Association NETWORK OF CIVIL SOCIETY ORGANIZATIONS FOR
THE DEVELOPMENT OF TONKPI (ROSCIDET)**
31 BP 248 Abidjan 31
(IVORY COAST)

*represented by **William BOURDON, Esq.**, of AARPI BOURDON &
ASSOCIES, attorneys at law admitted to the Paris Bar, locker #R0143*

DEFENDANT

LA SOCIÉTÉ COOPERATIVE U
20 rue d'Arcueil - Bât. Montréal Parc Tertiaire Icade 94150
RUNGIS

*represented by **Maître Emmanuel DAOUD** of AARPI VIGO, attorneys at law
admitted to the Paris Bar, locker #G0190*

**Enforceable copies issued
on:**
Attorney BOURDON -
R143 Attorney DAOUD -
G190

PRE-TRIAL JUDGE

Ms. Laure ALDEBERT, First Vice President, assisted by
Ms. Alice LEFAUCONNIER, Court Clerk

HEARINGS

At the hearing on April 16, 2026, the attorneys were notified that the order would be issued on July 9, 2026, and subsequently extended to September 17, 2026.

ORDER

Issued publicly by making it available at the court clerk's
office; after hearing both sides
At first instance

STATEMENT OF THE DISPUTE

By writ dated May 19, 2025, the nongovernmental organization International Rights Advocates (hereinafter "IRAdvocates"), the Ghanaian nongovernmental organization, Imperial Child Rights and Women Empowerment (hereinafter "ICRAWE"), and the Ivorian association, the Network of Civil Society Organizations for the Tonkpi Region (hereinafter "ROSCIDET"), served a summons on COOPERATIVE U, a cooperative group of independent business owners that is one of the leading food distribution groups in France (hereinafter "Cooperative U"), to appear before the Paris Judicial Court for failure to fulfill its duty of care, pursuant to Law No. 2017-399 of March 27, 2017, on the duty of vigilance of parent companies and contracting entities, codified in Articles L 225-102-1 and L 225-102-2 of the Commercial Code.

In their complaint, the NGOs IRadvocates and ICRAWE, along with the association ROSCIDET, ask the court to:

DECLARE admissible the claims filed by International Rights Advocates, Imperial Child Rights and Women Empowerment (ICRAWE), and ROSCIDET

DECLARE COOPERATIVE U's due diligence plan non-compliant with the provisions of Article L 225-102-1 of the Commercial Code, in that:

o The risk assessment does not properly identify risks related to child labor, slavery, human trafficking, other labor abuses, and illegal deforestation in the cocoa sector;

o The mechanism for alerting and collecting reports on the existence or occurrence of risks is neither adequate nor transparent;

o The system for monitoring the measures implemented by non-independent auditors lacks objectivity and thus undermines the credibility of any resulting reports;

o No assessment of the effectiveness of the measures implemented is provided, even though the law requires an evaluation of the effectiveness of due diligence measures and public reporting on the "effective" implementation of this plan.

Consequently:

ORDER COOPERATIVE U to comply with the provisions of Article L225-102-1 of the Commercial Code

and in accordance with the recommendations of International Rights Advocates, Imperial Child Rights and Women Empowerment (ICRAW E), ROSCIDET, as set forth in their formal notice of December 15, 2023, and in this summons, within three months of the decision to be rendered, subject to a penalty of €500 per day of delay, without prejudice to other measures that may be identified:

o An adequate risk assessment that identifies, analyzes, and prioritizes the risks of serious harm resulting from the sourcing practices of COOPERATIVE U's cocoa suppliers, particularly in Ghana and Côte d'Ivoire;

o The establishment of an alert and reporting mechanism tailored to local realities and accessible to potential victims of human trafficking and forced labor that may result from the activities of COOPERATIVE U's suppliers in Ghana and Côte d'Ivoire;

o A system for periodically monitoring the plan's objectives and the measures implemented;

o Measures to assess the situation of suppliers and identify appropriate actions to mitigate risks and prevent serious harm, so that no cocoa comes from operations (sourcing areas and/or suppliers) that have contributed to human trafficking, forced labor, slavery, child labor, or degrading working conditions, degrading working conditions, or environmental crimes;

ORDER COOPERATIVE U to pay International Rights Advocates, Imperial Child Rights and Women Empowerment (ICRAW E), and ROSCIDET the sum of €1,200,000 (to be finalized) as compensation for the damages they suffered as a result of COOPERATIVE U's failure to fulfill its legal obligations;

ORDER the publication and dissemination of the judgment to be rendered on COOPERATIVE U's website, as well as its posting in all COOPERATIVE U supermarkets;

ORDER COOPERATIVE U to pay International Rights Advocates, Imperial Child Rights and Women Empowerment (ICRAW E), ROSCIDET, the sum of 15,000 € each pursuant to Article 700 of the Code of Civil Procedure;

ORDER COOPERATIVE U to pay all costs"

The plaintiffs essentially allege that Cooperative U has deficiencies in its due diligence plan, particularly with regard to identifying risks of serious harm to human rights and the environment in the cocoa supply chain, which is exposed to risks of child trafficking, forced labor, and deforestation, notably in Ghana and Côte d'Ivoire.

During the proceedings, in its interlocutory brief, COOPERATIVE U raised a procedural objection seeking to have the summons declared null and void on grounds of defects in form and substance and to have the action declared inadmissible.

According to its pleadings served electronically on January 27, 2026, Cooperative U requests that the pretrial judge, pursuant to Articles 31, 32, 114, 117, 119, 122, and 648 of the Code of Civil Procedure and L225-102-1 and L225-102-2 of the Commercial Code,

DECLARE that the complaint is null and void due to substantive and procedural defects

HOLD that the action brought by the Plaintiffs is inadmissible due to lack of standing and capacity to bring the action.
Consequently,

DISMISS all of the Plaintiffs' claims, purposes, and demands;

ORDER the Plaintiffs, jointly and severally, to pay the sum of 15,000 euros to COOPERATIVE U pursuant to Article 700 of the Code of Civil Procedure.

It contends that the summons is defective in both form and substance, as the NGOs ICRAWA and ROSCIDET failed to identify their legal representative at the end of their summons and to demonstrate, in accordance with the applicable national law for each of the three plaintiffs, their standing to sue.

It also raises motions to dismiss based on the plaintiffs' lack of standing and interest in bringing the action under French law, arguing that, with regard to the associations ICRAWA and International Rights Advocates—which have not produced their articles of incorporation or provided any supporting documentation—the brief description of their activities as set forth in the summons does not allow for a determination of their standing and interest in bringing this action;

With regard to the NGO ROSCIDET, which submitted its articles of incorporation in support of the summons, Coopérative U contends that the association has not established that the legal action brought actually falls within its statutory purpose and that it seeks to defend a collective interest specifically identified in its articles of incorporation.

It concludes that the three associations are therefore without standing to sue.

In response to the closing arguments filed electronically on March 27, 2026, the three plaintiffs—International Rights Advocates, ICRAWA, and ROSCIDET—request that the pretrial judge, pursuant to Articles 31, 54, 114, 115, 117, 121, 122, and 648 of the Code of Civil Procedure, and Article L.225-102-1 of the Commercial Code;

DECLARE that the summons of May 19, 2025, is free from any procedural or substantive defect that could render it null and void;

DECLARE the claims of International Rights Advocates, Imperial Child Rights and Women Empowerment (ICRAWA), and ROSCIDET admissible;

Consequently,

DISMISS all claims, arguments, purposes, and conclusions of COOPERATIVE U;

ORDER COOPERATIVE U to pay International Rights Advocates, Imperial Child Rights and Women Empowerment (ICRAWA), and ROSCIDET the sum of €10,000 pursuant to Article 700 of the Code of Civil Procedure;

ORDER COOPERATIVE U to pay all costs.

In response to the motion to set aside the summons, the plaintiffs argue that case law does not require the first and last name of the person exercising representative authority to be specified, as the plaintiff was able to identify that person based on the registration certificates initially submitted.

They submit new exhibits to the proceedings, numbered 4 through 5.3, including, in particular, the articles of incorporation of IRAdvocates and those of the ICRAWE association, which show that the president of the ROSCIDET association is

Mr. Natoueu Jean Claude KOYAM, and that the president of the NGO ICRAWE is Mr. Bright Adjei Debrah, its founder.

They maintain that these legal representatives are authorized to represent them in court in accordance with the official documents issued by the competent authorities of their country.

They contest the motions to dismiss based on lack of standing to sue, emphasizing the alignment between their statutory purpose and the action brought.

They contend that the various breaches alleged against Cooperative U, based on its duty of care, affect the collective interests they defend in accordance with their statutory purpose—particularly the fight against the continued practice of slavery and the exploitation of children in West Africa, as well as deforestation.

The parties were heard at the hearing on April 16, 2026, during which the case was adjourned for deliberation until July 6, 2026, and subsequently extended to September 17, 2026.

REASONS FOR THE DECISION

On the invalidity of the summons

- On nullity due to a procedural defect

According to Article 114 of the Code of Civil Procedure, “No procedural act may be declared null and void on the grounds of a procedural defect unless such nullity is expressly provided for by law, except in the event of a failure to comply with a substantive formality or a matter of public policy.

Nullity may be declared only if the opposing party invoking it bears the burden of proving the prejudice caused by the irregularity, even in the case of a substantive formality or a matter of public policy.”

According to Article 648 of the same code, “Every document issued by a judicial officer shall indicate, in addition to the information otherwise required : [...] b) If the applicant is a legal entity: its legal form, name, registered office, and the body that legally represents it.”

In this case, Cooperative U alleges that the defendants, ICRAWE and ROSCIDET, merely included the statement “*summons served on its legal representative*” in their summons without specifying the body that legally represents it.

This procedural defect is not raised with respect to the NGO Iradvocates, which, according to the terms of the summons, is represented by its legal representative, Mr. Terrence Collingsworth.

It appears from the new, uncontested exhibits that Mr. Natoueu Jean Claude KOYAM is the president of the ROSCIDET association, according to the minutes of the general meeting held on June 6, 2014.

Mr. Bright Adjei Debrah is the president of the NGO ICRAWE, as evidenced by the articles of incorporation submitted as Exhibit 4.1 and confirmed by the executive committee's resolution of March 25, 2026.

Having clarified these points, the alleged procedural defect, even if established, does not constitute grounds for invalidity.

On Nullity Due to Substantive Defects

According to Article 117 of the Code of Civil Procedure, a substantive irregularity affecting the validity of a legal act is the lack of authority on the part of a party or a person appearing in the proceedings as a representative of a legal entity.

Cooperative U contends that the three plaintiffs have not demonstrated their capacity to sue.

It is undisputed that it is the responsibility of the pretrial judge to verify, under national law, the capacity of the person to represent the association in court.

In this case, it appears from the aforementioned documents—on which Cooperative U has made no comments—that the NGO ICRAWE, incorporated under Ghanaian law, and the association ROSCIDET, incorporated under Ivorian law, establish the legal capacity of their legal representatives to sue or be sued in accordance with their respective national laws.

Mr. Natoueu Jean Claude KOYAM, president of the ROSCIDET association, has, according to the bylaws referring to the internal regulations, the authority to represent the Ivorian association in court.

Mr. Bright Adjei Debrah, president of the NGO ICRAWE, is, according to the articles of incorporation submitted and the resolution of the executive committee dated March 25, 2026, authorized to represent the NGO ICRAWE in court and to act in these proceedings.

The same applies to the IRA, which is duly represented by its president, Mr. Terence Collingsworth, according to its registration certificate issued by the U.S. Department of the Treasury; the organization has, moreover, already filed a complaint in a U.S. court challenging the liability of multinational corporations in the cocoa industry.

The motion to dismiss the summons will therefore be denied.

On the motion to dismiss

Article 122 of the Code of Civil Procedure provides as follows:

“A motion to dismiss is any argument seeking to have the opposing party's claim declared inadmissible, without examination of the merits, due to a lack of standing to sue, such as lack of legal standing, lack of interest, statute of limitations, failure to meet a prescribed deadline, or res judicata.”

Article L225-102-1 of the Commercial Code specifically provides that

:

“II.—When a company that has been served with a formal notice to comply with the obligations set forth in I fails to do so within three months of the notice, the competent court may, at the request of any person demonstrating an interest in bringing the action, order the company—if necessary, subject to a penalty payment—to comply with such obligations.”

In the absence of a specific provision, “standing to sue” is understood, in accordance with the general provisions of Article 31 of the Code of Civil Procedure, to mean a legitimate interest in the success or rejection of a claim or in defending a specific interest.

It is well established that this provision means that an association—even without legislative authorization and in the absence of an express provision in its bylaws regarding the pursuit of legal remedies—may bring a lawsuit on behalf of collective interests provided that such interests fall within its corporate purpose.

Regarding the standing to sue of the NGO International Rights

Advocates: The NGO Iradvocates submitted its articles of incorporation to the court.

According to Article 3 of its bylaws, “The association is established exclusively for charitable, educational, and human development purposes, with the mission, in particular, of promoting, supporting, strengthening, and advancing human rights (...) ; To provide support to individuals and communities who have suffered human rights violations by informing victims of the remedies available to them and assisting them in accessing justice to assert their rights; (...) To carry out coordinated actions with private entities as well as with public agencies and institutions, within the framework of programs designed to provide education, promotion, and advocacy regarding human rights.”

It follows from these provisions—which were not contested by Cooperative U—and in particular “To provide support to individuals and communities that have suffered human rights violations, by informing victims of the remedies available to them and assisting them in accessing justice to assert their rights,” that the action taken—which seeks to establish Cooperative U’s breaches based on its obligations under the law on the duty of care of parent companies and contracting entities— in the collective interest of the victims of human rights and environmental violations allegedly committed in the cocoa supply chain—which is exposed to risks of child trafficking, forced labor, and deforestation in West Africa—falls within its corporate purpose.

The NGO Iradvocates therefore has standing to

sue. Regarding the NGO ICRAWE’s standing to
sue

The NGO ICRAWE also submitted its articles of incorporation to the court, to which Cooperative U raised no objections.

It follows from these provisions that its corporate purpose is “the promotion and protection of the dignity of women and children in cocoa-growing areas, and the creation of better opportunities for them through advocacy, action, and remedial measures.”

The association argues that the claims brought against Cooperative U affect the collective interests it defends in accordance with its statutory purpose, particularly the fight against child exploitation in the cocoa industry.

The NGO ICRAWE therefore has standing to

sue. Regarding ROSCIDET's standing to sue

Its corporate purpose is defined as follows in its articles of incorporation, which it submitted in support of the summons:

“The purpose of the association is:

- To promote sustainable development and environmental conservation through civil society organizations in Tonkpi;
- To finance pilot projects and their scaling up;
- To promote research and access to national and international funding;
- To coordinate, plan, monitor, and evaluate the impact of programs and projects related to sustainable development and environmental conservation;
- Promote capacity building;
- Facilitate access to projects and lead projects and programs;
- Promote research and development of products, services, and markets;
- Promote the development of national and international partnerships;
- Highlight and promote the values and resources of the regions;
- Promote the fight against poverty and job creation;
- Promote gender equality;
- Promote social cohesion and community development;
- Participate in national and international initiatives for regional development in Côte d'Ivoire, particularly in the Tonkpi region.”

These provisions—particularly “Promoting sustainable development and environmental protection through civil society organizations in Tonkpi,” “Highlighting and promoting the values and resources of the regions,” and “Promoting the fight against poverty and job creation”—confirmed by its membership in the international Voice network active in the cocoa sector, constitutes sufficient evidence that the action taken against Cooperative U regarding the risks of child trafficking, forced labor, and deforestation in the cocoa sector—particularly in Côte d'Ivoire—concerns the collective interests that the Ivorian association represents and that it has a legitimate interest in taking action.

The ROSCIDET association is therefore entitled to bring this action.

Regarding the other claims

Cooperative U, which has lost the case, shall be ordered to pay the costs and to pay each of the plaintiffs the sum of 1,000 euros pursuant to Article 700 of the Code of Civil Procedure.

FOR THESE REASONS

The pretrial judge,

Dismisses Cooperative U's motion to set aside the summons, Rejects the motions to dismiss raised by Cooperative U,

Holds that the NGOs International Rights Advocates, Imperial Child Rights and Women Empowerment, and the association Network of Civil Society Organizations for the Tonkpi Region have standing to sue

Orders Coopérative U to pay the costs,

Orders Coopérative U to pay the NGOs International Rights Advocates, Imperial Child Rights and Women Empowerment, and the association Réseau des Organisations de la Société Civile pour la Région du Tonkpi the sum of 1,000 euros each, pursuant to Article 700 of the Code of Civil Procedure,

Orders the parties to appear at the hearing on October 15, 2026, at 9:30 a.m., to set the schedule.

Done and rendered in Paris on September 17, 2026

The Court Clerk
Alice LEFAUCONNIER

The Pre-Trial Judge
Laure ALDEBERT