

**EXTRACT FOR THE CENTRAL REGISTER OF COLLECTIVE ACTIONS IN THE SENSE OF ART. 1018C SUB 2 DCCP**

of the amendment of claim in the writ of summons pursuant to article 305a of Book 3 DCC, as issued on 9 October 2024 by:

**STICHTING BESCHERMING PRIVACYBELANGEN**,  
a foundation having its registered office in Amsterdam,  
plaintiff,  
represented by: J.H. Lemstra LLM and G.J. Zwenne LLM,

versus:

1. **ALPHABET INC.**, a company incorporated and existing under foreign law, having its registered office in Mountain View, California, United States of America ("**Alphabet**");
2. **GOOGLE LLC.**, a company incorporated and existing under foreign law, having its registered office in Mountain View, California, United States of America ("**Google LLC**");
3. **GOOGLE IRELAND LIMITED**, a company incorporated and existing under foreign law, having its registered office in Dublin, Ireland ("**Google Ireland**"); and
4. **GOOGLE NETHERLANDS B.V.**, a private company with limited liability [*B.V.*], having its registered office in Amsterdam ("**Google Netherlands**"),

defendants, hereinafter collectively referred to as "**Google**,"

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## AMENDMENT OF CLAIM

By deed of 9 October 2024, the Foundation amended its claim for damages against Google, claim number 7 in the claim for relief of the writ of summons of 12 September 2023 (the “**Summons**”), in respect of statutory interest.

This extract contains the entire amended claim for relief (the integral amended claim for relief) as compared to the entire claim for relief (the integral claim for relief) as referenced in the extract of the Summons.

### **The integral amended claim for relief reads as follows:**

The Foundation requests the district court, by provisionally enforceable judgment to the extent applicable and possible in law:

#### Exclusive representative

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

#### Possibility to opt in and opt out

2. to rule that, in accordance with article 1018f (1) DCCP, every Aggrieved User residing or domiciled in the Netherlands may give written notice to the registry of the court, within a period to be determined by the court of at least one month after the announcement (pursuant to article 1018f (3) DCCP) of the decision whereby the Foundation is appointed as the exclusive representative of the Aggrieved Users, that he or she wishes to be released from having his or her interests represented in this collective action.
3. to rule that, in accordance with article 1018f (5) DCCP, every member of the Aggrieved Users who is not residing or domiciled in the Netherlands may give written notice to the registry of the court, within a period to be determined by the court of at least one month after the announcement (pursuant to article 1018f (3) DCCP) of the decision whereby the Foundation is appointed as the exclusive representative of the Aggrieved Users, that he or she consents to having his or her interests represented in this collective action.

#### Declaratory decisions

4. to rule that Alphabet, Google LLC, Google Ireland and Google Netherlands, both jointly and/or each of them individually, has and/or have during the Relevant Period, or at least during a period to be determined by your court in the proper administration of justice, acted unlawfully toward the Foundation's Aggrieved Users, and are liable for this, by:



- a. contrary to section 10 Wbp and/or section 13 Wbp and/or article 5 GDPR and/or article 25 GDPR, failing to have limited the processing of the Aggrieved Users' personal data to what is strictly necessary and to have taken appropriate technical and organisational measures for the purpose of effectively implementing the principles of data protection and by not having built in sufficient safeguards in compliance with the provisions of the Wbp and/or the GDPR and/or to protect the rights of the Aggrieved Users;
- b. contrary to sections 33 and 34 Wbp and/or articles 12 - 14 GDPR and/or section 11.7a (1) (a) Tw, not having informed the Aggrieved Users, or at least not in accordance with their statutory duty, and/or by having misled the Aggrieved Users about:
  - (i) the nature and extent of Google's data processing practices;
  - (ii) the processing of their location data;
  - (iii) the tracking of their internet activities, among other things through the use of cookies and other technologies;
  - (iv) the tracking of their internet activities, among other things through the use of cookies and other technologies, even when the incognito mode is switched on;
  - (v) sharing their personal data with third parties in the context of the RTB process;
- c. contrary to article 6 (1) GDPR and/or section 8 (1) Wbp and/or section 11.7a (1) (b) Tw, having processed personal data of the Aggrieved Users without a valid ground for processing, by:
  - (i) combining the personal data of the Aggrieved Users, obtained through the use of various Google products and services, without the Aggrieved Users having consented thereto and without any other valid ground for processing;
  - (ii) processing the Aggrieved Users' location data, without the Aggrieved Users having consented thereto and without any other valid ground for processing;
  - (iii) tracking the internet activities of the Aggrieved Users with the use of cookies and similar technologies, without the Aggrieved Users having consented thereto;
  - (iv) sharing personal data of the Aggrieved Users with third parties in the context of the RTB process, without the Aggrieved Users having consented thereto and without any other valid ground for processing;



- d. contrary to the prohibition on processing of section 16 Wbp and/or article 9 GDPR, having processed special categories of personal data of the Aggrieved Users without their express consent and without being in a position to make use of any other valid ground for exception;
  - e. in violation of the transfer prohibition of article 44 GDPR and section 76 Wbp, having transferred personal data of the Aggrieved Users to the U.S.; and
  - f. having engaged in commercial practices towards the Aggrieved Users that are unfair within the meaning of article 193b (1) of Book 6 DCC and/or misleading within the meaning of 193c of Book 6 DCC and/or aggressive within the meaning of article 193h of Book 6 DCC.
5. to rule that Alphabet, Google LLC, Google Ireland and/or Google Netherlands collectively and/or each of them individually has been and/or have been unjustly enriched at the expense of the Aggrieved Users during the Relevant Period, or in any case for a period to be determined by this court in the proper administration of justice.
  6. to rule that Alphabet, Google LLC, Google Ireland and Google Netherlands, jointly and/or individually, during the Relevant Period, or in any case during a period to be determined by the court in the proper administration of justice, is and/or are jointly and severally liable towards the Foundation's Aggrieved Users on the grounds of the unlawful conduct and/or unjust enrichment described in this summons, for the damage suffered and yet to be suffered by the Aggrieved Users as a result thereof.

#### Damages

7. to order Alphabet, Google LLC, Google Ireland and/or Google Netherlands jointly and/or severally to compensate the Aggrieved Users for the damage suffered by the Aggrieved Users and:

#### **the immaterial damage**

- principally, to assess and set the immaterial damage at an amount of EUR 750, or in any case at an amount to be determined by the court in the proper administration of justice;
- in the alternative, to assess and set the immaterial damage at an amount of EUR 62.50 for each year during the Relevant Period in which an Aggrieved User made use one of Google's products and services at any moment, or in any case at an amount to be determined by the court in the proper administration of justice;
- as a second alternative, to rule that the immaterial damage will be assessed in separate follow-up proceedings and be settled in



accordance with the provisions of article 612 DCCP and to refer the case to the aforementioned follow-up proceedings;

**the material damage**

- principally, to assess and set the material damage at (a part of) the profit enjoyed by Google (pursuant to article 104 of Book 6 DCC), or in any case at an amount to be determined by the court in the proper administration of justice;
- in the alternative, to rule that the material damage will be assessed in separate follow-up proceedings and settled in accordance with the provisions of article 612 DCCP and to refer the case to the aforementioned follow-up proceedings;

all this to be increased by the statutory interest from March 1, 2012, being the beginning of the Relevant Period, until the day of full satisfaction, or at least to be increased by the statutory interest from March 1 of each year since 2013 on the amount of compensation due for the previous year until the day of full satisfaction (*thus that statutory interest is due on amount X for the period March 1, 2012 until the last day in February in 2013 from March 1, 2013 until the day of full satisfaction, on amount X for the period March 1, 2013 to the last day in February in 2014 from March 1, 2014 until the day of full satisfaction, on amount X for the period March 1, 2014 until the last day in February 2015 from March 1, 2015 until the day of full satisfaction, etc.*).

Orders, injunctions, reporting obligation and penalty payments

8. to require Alphabet, Google LLC, Google Ireland and Google Netherlands jointly and/or individually to comply with their legal obligations, in particular by imposing the following orders and injunctions:
  - (i) to order Alphabet, Google LLC, Google Ireland and/or Google Netherlands, both jointly and/or individually, to comply with the principle of data minimization obligation and the PbD&D obligation;
  - (ii) to prohibit Alphabet, Google LLC, Google Ireland and Google Netherlands, both jointly and/or individually, from applying the default setting that personal data obtained from the Aggrieved Users for one service, can be processed for the benefit of another service, unless valid consent to do so has been obtained from the Aggrieved Users;
  - (iii) to prohibit Alphabet, Google LLC, Google Ireland and Google Netherlands, both jointly and/or individually, from causing (a) the 'Web and App activity', the 'YouTube history' and/or the 'Ad personalization' settings to be on by default, as well as (b) all



other settings that involve the processing of personal data of the Aggrieved Users for the purpose of providing personalized ads, personalizing search results, and/or other Google products and services;

- (iv) to prohibit Alphabet, Google LLC, Google Ireland and Google Netherlands, both jointly and/or individually, from tracking the Aggrieved Users' online behaviour by using third-party cookies;
- (v) to prohibit Alphabet, Google LLC, Google Ireland and Google Netherlands, both jointly and/or individually, from processing the location data of the Aggrieved Users, unless such processing of location data is strictly necessary for the provision of the service for which the location data is processed;
- (vi) to prohibit Alphabet, Google LLC, Google Ireland and/or Google Netherlands, both jointly and/or individually, from processing the location data of the Aggrieved Users for advertising purposes, unless an Aggrieved User has given valid consent to do so;
- (vii) to prohibit Alphabet, Google LLC, Google Ireland and Google Netherlands, both jointly and/or individually, from sharing personal data of the Aggrieved Users with third parties in the context of RTB auctions, unless the Aggrieved Users has given valid consent to do so;
- (viii) to order Alphabet, Google LLC, Google Ireland and Google Netherlands, both jointly and/or individually, to comply with the general principles governing the international transfer of data (Chapter V GDPR), more in particular by:
  - (a) taking additional measures, so as to ensure that the personal data of the Aggrieved Users that Google transfers to the U.S. enjoy a level of protection that is broadly in line with the level of protection granted in the EU;  
or
  - (b) ceasing the transfer of the personal data of the Aggrieved Users outside to the U.S.;
  - and
  - (c) returning the personal data of the Aggrieved Users that were transferred to the U.S. during the Relevant Period without adequate, additional measures having been taken, to Google Ireland and/or Google Netherlands, or by deleting the Aggrieved Users' personal data.



- (ix) to order Alphabet, Google LLC, Google Ireland and Google Netherlands, both jointly and/or individually, to comply with the orders and injunctions listed in (i) - (viii) within a period of six months from the date of the judgment to be given by the court in these proceedings, and to make this order subject to the obligation to report on the matter to the Foundation, by submitting a thorough written substantiation within one week after the expiry of the above-mentioned period, showing that and how Google complies with the orders and injunctions, with concrete evidence thereof.
9. to order Alphabet, Google LLC, Google Ireland and/or Google Netherlands, both jointly and individually, to pay a penalty of EUR 5,000,000 for each individual violation of the relief claimed in 8 (i) - (ix), plus EUR 1,000.000 for each day that a violation continues, with a maximum of 4% of the worldwide annual sales of Alphabet, Google LLC, Google Ireland and/or Google Netherlands in the financial year preceding the judgment in these proceedings, and for a violation of the relief claimed in 8 (i) with a maximum of 2% of the worldwide annual sales of Alphabet, Google LLC, Google Ireland and/or Google Netherlands in the financial year preceding the judgment in these proceedings.

Reimbursement of the costs of the proceedings and other costs

10. to order Alphabet, Google LLC, Google Ireland and Google Netherlands, both jointly and/or individually, to reimburse the Foundation for:
- a. the reasonable and proportionate legal costs and other costs of these proceedings, pursuant to article 1018I (2) DCCP, consisting in the full legal costs incurred by the Foundation, or in any case the legal costs incurred pursuant to article 237 DCCP, plus the statutory interest as from the date of the summons, until the date payment is made in full;
  - b. the full (extrajudicial) costs incurred by the Foundation pursuant to article 96 of Book 6 DCC, to be increased by the statutory interest as from the date of the summons, until the date payment is made in full;
  - c. the full amount of the agreed fee that is to be paid by the Foundation to the litigation funder, pursuant to article 96 of Book 6 DCC and article 1018I (2) DCCP;
  - d. the full costs to be incurred by the Foundation for the settlement of damage, at an amount further to be assessed, which amount, if exceeded, shall be supplemented by Alphabet, Google LLC, Google



Ireland and Google Netherlands jointly and/or individually, with the remaining amount to be repaid to Alphabet, Google LLC, Google Ireland and Google Netherlands after settlement.

plus the subsequent costs in the amount of EUR 173 without service, or EUR 271 in the event that service has to be effected, all this to be paid within fourteen days after the date of the judgment, and - in the event that the (additional) costs are not paid within the period stipulated - to be increased by the statutory interest on the (additional) costs, to be calculated from the aforementioned term for payment, until the day payment is made in full.

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