Certified copy

Munich Regional Court I

Case No.: 26 O 869/26

IN THE NAME OF THE PEOPLE

In the legal dispute

1) [redacted]

- Plaintiff -

2) [redacted]

- Petitioner - Legal

representatives for 1 and 2:
[redacted]

v

[redacted]

- Respondent – Legal

representative:
[redacted]

regarding a preliminary injunction

The Munich I Regional Court—26th Civil Chamber—through Presiding Judge Dr. [redacted] , Judge [redacted] , and Judge Mühlbauer, on May 28, 2026, based on the oral hearing held on April 23, 2026, issues the following

Final Judgment

1. The defendant is ordered, in relation to the plaintiff in 1), to refrain from violating the injunction, subject to a fine to be determined by the court for each instance of violation (and, in the event that such fine cannot be collected, a term of imprisonment) or a term of imprisonment of up to six months (maximum fine of EUR

250,000.00; total custodial sentence not exceeding 2 years; custodial sentence to be enforced against the members of the management) pursuant to § 890 ZPO

,

to assert regarding the first plaintiff and/or to disseminate such assertions regarding the first plaintiff:

- that the first plaintiff engages in fraudulent schemes or dubious business practices, is known for doing so, or that there are indications of such conduct;
- that the first plaintiff is associated with the companies [redacted] ;
- that the first plaintiff lures customers into “subscription traps,” i.e., causes customers to unwittingly enter into paid subscriptions;
- the first plaintiff would refer to telephone calls that never took place or, following such calls, unexpectedly bill for services such as “business listings” or “Premium Gold Packages”;
- the first plaintiff would continue to demand payment from customers even after payment had already been made;
- The first plaintiff frequently changes names and URLs or operates under different names to make identification more difficult;
- The first petitioner would fail to unlock paid digital content;
- the first applicant is not reachable by phone and ignores written inquiries;

as shown below in the context of a search on [redacted] in so-called AI-generated overviews:

Übersicht mit KI

Ja, **Verlagshaus24 (GeraMont Verlag) ist bekannt für unseriöse Geschäftspraktiken und wird oft als Betrugsmasche wahrgenommen**, insbesondere im Zusammenhang mit Abo-Fallen (Medienverlag 24, SEO Dienstleistungs-GmbH) und Problemen bei der Kündigung digitaler Abonnements, bei denen Kunden trotz Zahlung weiter zur Kasse gebeten werden oder einfach nicht reagiert wird; die Firma wechselt oft Namen und URLs (Verlagshaus/Verlagshaus24/GeraMont/VGBahn).

Merkmale der mutmaßlichen Betrugsmasche:

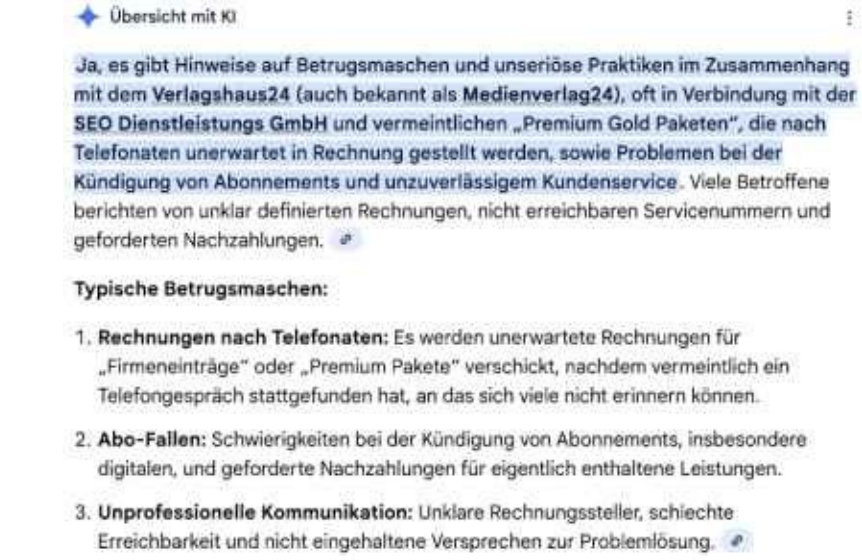
- **Abo-Fallen:** Kunden geraten unwissentlich in kostenpflichtige Abonnements, oft nach Anfragen zu speziellen Themen.
- **Inkasso-Forderungen:** Wer nicht zahlt, bekommt Post von Inkassounternehmen wie City Inkasso.
- **Probleme mit digitalen Abos:** Bezahlte digitale Inhalte werden nicht freigeschaltet, es gibt technische Probleme und keine Reaktion auf Support-Anfragen.
- **Mangelnde Erreichbarkeit:** Telefonisch kaum zu erreichen, schriftliche Anfragen werden ignoriert.
- **Namenswechsel:** Die Firma agiert unter verschiedenen Namen, um eine Zuordnung zu erschweren (z.B. Medienverlag 24, SEO Dienstleistungs-GmbH, GeraMont Verlag, VGBahn).

Was Sie tun können:

- **Nicht zahlen:** Bei unberechtigten Forderungen zahlen Sie nicht.
- **Widerspruch einlegen:** Bei Inkasso-Forderungen sofort schriftlich widersprechen (Einschreiben).
- **Kündigung:** Wenn Sie ein Abo haben, versuchen Sie, dieses fristgerecht zu kündigen und dokumentieren Sie alles.
- **Rechtliche Hilfe:** Suchen Sie rechtliche Unterstützung bei spezialisierten Anwälten, wenn Forderungen gestellt werden.
- **Bewertungen prüfen:** Schauen Sie sich Bewertungen auf Seiten wie Trusted Shops oder in Foren (z.B. Drehscheibe-Online) an, um sich ein Bild zu machen.

Zusammenfassend: Wenn Sie mit Verlagshaus24 (oder den verwandten Namen) zu tun haben, seien Sie extrem vorsichtig, da es sich um eine bekannte Masche handelt, die auf unseriöse Weise Abonnements verkauft und Inkasso betreibt.

and



Übersicht mit KI

Ja, es gibt Hinweise auf Betrugsmaschen und unseriöse Praktiken im Zusammenhang mit dem Verlagshaus24 (auch bekannt als Medienverlag24), oft in Verbindung mit der SEO Dienstleistungs GmbH und vermeintlichen „Premium Gold Paketen", die nach Telefonaten unerwartet in Rechnung gestellt werden, sowie Problemen bei der Kündigung von Abonnements und unzuverlässigem Kundenservice. Viele Betroffene berichten von unklar definierten Rechnungen, nicht erreichbaren Servicenummern und geforderten Nachzahlungen.

Typische Betrugsmaschen:

1. **Rechnungen nach Telefonaten:** Es werden unerwartete Rechnungen für „Firmeneinträge" oder „Premium Pakete" verschickt, nachdem vermeintlich ein Telefongespräch stattgefunden hat, an das sich viele nicht erinnern können.
2. **Abo-Fallen:** Schwierigkeiten bei der Kündigung von Abonnements, insbesondere digitalen, und geforderte Nachzahlungen für eigentlich enthaltene Leistungen.
3. **Unprofessionelle Kommunikation:** Unklare Rechnungssteller, schlechte Erreichbarkeit und nicht eingehaltene Versprechen zur Problemlösung.

2. The respondent is ordered, in relation to the first plaintiff, to pay a fine to be determined by the court for each instance of violation

(and, in the event that this cannot be collected, a custodial sentence) or a custodial sentence of up to six months (administrative fine of up to EUR 250,000.00 in individual cases; total custodial sentence of up to 2 years; custodial sentence to be enforced against the members of the management) pursuant to § 890 ZPO

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to make claims about the second plaintiff and/or to disseminate such claims about the second plaintiff:

- that the second plaintiff engages in or is known for fraudulent schemes or unscrupulous business practices;
- the second plaintiff is associated with the companies [redacted] ;
- the second plaintiff lures customers into “subscription traps,” i.e., causes customers to unwittingly enter into paid subscriptions;
- the second plaintiff would continue to demand payment from customers even after payment has already been made;
- the second plaintiff frequently changes names and URLs or operates under different names to make identification difficult;
- The second plaintiff allegedly fails to unlock paid digital content;
- The second plaintiff cannot be reached by phone and ignores written inquiries;

as shown below in a Google search in a so-called AI-generated overview:

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- **Bewertungen prüfen:** Schauen Sie sich Bewertungen auf Seiten wie Trusted Shops oder in Foren (z.B. Drehscheibe-Online) an, um sich ein Bild zu machen.

Zusammenfassend: Wenn Sie mit Verlagshaus24 (oder den verwandten Namen) zu tun haben, seien Sie extrem vorsichtig, da es sich um eine bekannte Masche handelt, die auf unseriöse Weise Abonnements verkauft und Inkasso betreibt.

3. In all other respects, the motion for a preliminary injunction is denied.

4. Of the court costs of the legal dispute (court fees), the first plaintiff shall bear 10%, the second plaintiff 10%, and the defendant 80%. Of the out-of-court costs of the legal dispute (attorney’s fees) incurred by the first plaintiff, the defendant shall bear 80%. The defendant shall bear 80% of the extrajudicial costs of the legal dispute (attorney’s fees) incurred by the second plaintiff. The first plaintiff and the second plaintiff shall each bear 10% of the extrajudicial costs of the legal dispute (attorney’s fees) incurred by the defendant. In all other respects, each party shall bear its own extrajudicial costs of the legal dispute (attorney’s fees).

5. The judgment is provisionally enforceable against the defendant—with respect to costs; the plaintiffs may avert enforcement by posting security in the amount

110% of the respective amount to be enforced, unless the defendant provides security in the same amount prior to enforcement.

Facts

The plaintiffs seek an injunction against the defendant to cease displaying AI-generated answers in a search engine.

The first plaintiff is a publishing house that bundles 12 publishing brands, including those in the subject areas “ [redacted] .” It operates the online store [redacted] , through which it offers the publications of its publishing houses. Plaintiff No. 2 is a subsidiary of Plaintiff No. 1 and publishes, under the “GeraMond” imprint, primarily books and magazines in the field of *“Technology & History*.”

The defendant operates an internet search engine at google.de in Germany. When a user enters search terms, the search engine displays results sorted by relevance using specific algorithms in response to the “search query.” In addition, the search engine offers a search result format as a supplementary feature in which representative results are summarized and displayed using generative artificial intelligence (hereinafter: AI). Under the heading *“Overview with AI*,” automatically generated information is summarized and links to third-party websites are displayed that likely contain information relevant to the entered search terms. Individual sections of the overview text are linked to a link icon; clicking on it displays, in a separate box, those search results with hyperlinks, snippets, and possibly preview images that may be relevant as references or for further research regarding the respective part of the overview text. In addition, next to the “Overview with AI” display, there is an icon consisting of three dots stacked on top of each other; clicking on it opens a “Source Information” box with further explanations. For details, please refer to Exhibit ASt 4 (corresponds to AG 1).

In a letter from their attorney dated February 2, 2026, the plaintiffs requested that the defendant cease displaying the overview text at issue in search results, including at “ [redacted] ” and to submit a cease-and-desist declaration subject to a penalty (Exhibit ASt 9); the letter was additionally sent by email to [redacted] (Exhibit ASt 10). In an email dated the same day, the defendant stated that it was unable to process the complaint sent to this

and referred to the option to file a request at (Exhibit ASt 11). Consequently [redacted] the plaintiffs resubmitted their complaint via the aforementioned online form (Exhibit ASt 12 and AG 13). In an email dated February 24, 2026, the defendant requested further information regarding the inquiry (Exhibit AG 13).

In the meantime, search queries using the terms “[redacted]” and “scam” yielded other summary texts—no longer at issue—which, among other things, explicitly noted that “[redacted]” should not be *confused* with the *“dubious* “; for details, reference[redacted]

The plaintiffs argue that, in response to a search query on Google using the search terms “[redacted] and “Betrugsmasche” on January 20, 2026, the following summary text was displayed under *“Overview with* AI” (Exhibit ASt 6):

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- **Bewertungen prüfen:** Schauen Sie sich Bewertungen auf Seiten wie Trusted Shops oder in Foren (z.B. Drehscheibe-Online) an, um sich ein Bild zu machen.

Zusammenfassend: Wenn Sie mit Verlagshaus24 (oder den verwandten Namen) zu tun haben, seien Sie extrem vorsichtig, da es sich um eine bekannte Masche handelt, die auf unseriöse Weise Abonnements verkauft und Inkasso betreibt.

A subsequent search query on January 26, 2026, led to the following summary text (Exhibit ASt 7):

Übersicht mit KI

Ja, es gibt Hinweise auf Betrugsmaschen und unseriöse Praktiken im Zusammenhang mit dem **Verlagshaus24** (auch bekannt als **Medienverlag24**), oft in Verbindung mit der **SEO Dienstleistungs GmbH** und vermeintlichen „Premium Gold Paketen", die nach Telefonaten unerwartet in Rechnung gestellt werden, sowie Problemen bei der Kündigung von Abonnements und unzuverlässigem Kundenservice. Viele Betroffene berichten von unklar definierten Rechnungen, nicht erreichbaren Servicenummern und geforderten Nachzahlungen.

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2. **Abo-Fallen:** Schwierigkeiten bei der Kündigung von Abonnements, insbesondere digitalen, und geforderte Nachzahlungen für eigentlich enthaltene Leistungen.
3. **Unprofessionelle Kommunikation:** Unklare Rechnungssteller, schlechte Erreichbarkeit und nicht eingehaltene Versprechen zur Problemlösung.

In both summary texts, the source cited was an article titled *"Beware of* [redacted] the lawyers [redacted] " (Exhibit ASt 8).

A search query on February 10, 2026—after the warning letter was issued—yielded a summary text similar in key respects, the content of which is referenced in Exhibit ASt 13.

The AI-generated summary text at issue infringes upon the plaintiffs' corporate personality rights because they are wrongly associated with fraudulent schemes and unscrupulous business practices. In this respect, these are untrue factual assertions because the publication included information concerning other companies—namely "[redacted] , and the firm with which the plaintiffs, however, have no connection whatsoever. [redacted] Because the AI used by the defendant independently compiles the information in the overview and summarizes it into an overview text, this constitutes an independent presentation for which the defendant is also responsible, so that it cannot rely on the exemptions under Articles 4–6 of *Regulation (EU) 2022/2065 of the European Parliament and of the Council of October 19, 2022, on a Single Market for Digital Services and amending Directive 2000/31/EC* (Digital Services Act; hereinafter: DSA). The false factual allegations impaired the plaintiffs' social standing as business entities

and, in the absence of a cease-and-desist declaration subject to a penalty, there is also a risk of repetition. The plaintiffs are therefore entitled to an injunction, which is also urgent in view of the ongoing legal infringement and the effects of this continued publication of untrue and defamatory allegations on their business operations.

The plaintiffs request that

1. that the respondent be ordered, in relation to the first plaintiff, to refrain from such conduct, subject to a fine to be determined by the court for each instance of violation (and, in the event that such fine cannot be collected, imprisonment for non-compliance) or imprisonment for non-compliance for up to six months (maximum fine of EUR 250,000.00 per instance; imprisonment for a total of no more than 2 years; imprisonment to be enforced against the members of the management) pursuant to § 890 ZPO

   to prohibit

   to assert regarding the first plaintiff and/or to disseminate such assertions regarding the first plaintiff:

   - the first plaintiff engages in fraudulent schemes or dubious business practices, is known for doing so, or there are indications of such conduct;
   - the first plaintiff is associated with the companies [redacted] or SEO Dienstleistungs-GmbH;
   - the first plaintiff lures customers into “subscription traps,” i.e., causes customers to unwittingly enter into paid subscriptions;
   - the first plaintiff would rely on telephone calls that never took place or, following such calls, unexpectedly bill for services such as “business listings” or “Premium Gold Packages”;
   - The first plaintiff allegedly continues to demand payment from customers even after payment has already been made;
   - The first plaintiff frequently changes names and URLs or operates under different names to make identification more difficult;

- the first petitioner would [redacted];
- the first applicant would not unlock paid digital content;
- The first plaintiff cannot be reached by phone and ignores written inquiries;
- The first plaintiff allegedly sells subscriptions and collects payments in an unethical manner;

as shown below in the context of a Google search in so-called AI-generated summaries:

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and

2. the defendant is ordered, in relation to the plaintiff No. 2, to refrain from such conduct, subject to a fine to be determined by the court for each instance of violation (and, in the event that such fine cannot be collected, imprisonment for non-compliance) or imprisonment for non-compliance for up to six months (the fine shall not exceed EUR 250,000.00 in any individual case; imprisonment for a total of no more than 2 years; imprisonment to be enforced against the members of the management) pursuant to § 890 ZPO

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The respondent requests that

that the motion for a preliminary injunction be dismissed.

The respondent argues that the motions are already too vague because they do not make it clear to which specific search terms and underlying information they refer; furthermore, these are not “allegations” by the respondent, so that the specific form of infringement has been incorrectly identified, and finally, the scope must be limited to the territory of the Federal Republic of Germany.

Notwithstanding this, there is also no claim for injunctive relief. A claim under Article 17 of *Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC* (General Data Protection Regulation; hereinafter: GDPR) is ruled out because the plaintiffs are not natural persons. Furthermore, a claim under Sections 1004, 823 et seq. of the German Civil Code (BGB) is out of the question because the defendant could, at most, be held liable under the principles of vicarious liability, and the requirements for such liability are not met. This is because the defendant here acts solely as a search engine that merely displays third-party data and information automatically in response to search queries. The defendant is therefore not itself the controller of the data processing, nor does it adopt third-party information as its own in the “AI Overview,” and accordingly, it is liable only if an obvious legal violation is brought to its attention. However, this was not sufficiently established either by the notice dated February 2, 2026, in the online form or by the warning letter. This is because these documents do not in any way reveal a legal violation apparent at first glance, as the plaintiffs’ lack of connection to the companies “ must be contested on the grounds of lack of knowledge and the alleged untruthfu s not substantiated at all. Furthermore, neither the report nor the warning letter indicates why the first plaintiff, who is not even mentioned by name in the overview text, and the second plaintiff, whose company name appears only in a parenthetical note, are at all affected in their own rights.

Regardless, no infringement actually exists. The plaintiffs neither argue nor credibly demonstrate why the contested statements are untrue. Moreover, the reviews for Plaintiff 1) by

on the relevant review portals, e.g., [redacted] (Exhibit AG 2), [redacted] (Exhibit AG 3), [redacted] (Exhibit AG 4), and [redacted] (Exhibit AG 5), also revealed a whole series of negative reviews and descriptions of subscriptions that were paid for but not fulfilled, as well as unfriendly customer service, to which the first plaintiff, however, consistently responded only with the same standard reply. Customers have also complained about the plaintiffs in various discussion forums, raising issues such as unjustified reminders or collection proceedings, missing or delayed services, or difficulties with customer service, as well as changes to the plaintiff's name and URLs; in this regard, reference is made to Exhibits AG 6–9. In this regard, the statements were based entirely on information from third-party websites and were not, in fact, recognizable as unlawful.

Finally, however, the plaintiff had also fulfilled its duty of due diligence, as the text in question was no longer accessible due to a revision carried out via machine learning. Consequently, there was also no risk of repetition, and the necessary urgency required for a decision on preliminary injunctive relief was no longer present.

For further details regarding the facts of the case and the parties' submissions, reference is made to the exchanged pleadings with attachments and to the minutes of the oral hearing held on April 23, 2026.

Reasons for the Decision

The admissible application for a preliminary injunction is found to be largely well-founded. The plaintiffs have a claim against the defendant for an injunction against the statements at issue to the extent set forth in the operative part pursuant to §§ 1004, 823(1) of the German Civil Code (BGB) in conjunction with Art. 2(1) and Art. 19(3) of the German Basic Law (GG), because their corporate personality rights are infringed by the AI-generated responses, for which the respondent must be held responsible. There is no claim beyond this. In detail:

I)

The application for a preliminary injunction is admissible.

1. The Munich I Regional Court has international jurisdiction pursuant to Art. 7(2) *of Regulation (EU) No. 1215/2012 of the European Parliament and of the Council of December 12, 2012, on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters* (hereinafter: Brussels I Regulation). This provision covers the infringement of personality rights through publications, regardless of whether such infringement is asserted by a natural person or a legal entity (Federal Court of Justice, Jan. 14, 2020 – Case No.: VI ZR 495/18 – para. 13; OLG Munich, Aug. 6, 2024 – Case No. 18 U 2631/24 – Para. 19; all decisions, including those cited below and unless otherwise indicated, are cited from the juris database). The element "*place where the harmful event occurred or is likely to* occur" must be interpreted to mean that a person whose personality rights are alleged to have been infringed by a publication about them on the internet may bring an action before the courts of the Member State in which the center of their interests is located (see BGH, loc. cit., para. 14). Accordingly, the German courts—and, incidentally, the Munich I Regional Court—have jurisdiction both ratione loci and ratione materiae pursuant to §§ 32 ZPO, 71(2)(7) GVG, because the plaintiffs have their registered office in Munich and the contested statements can be accessed in Germany and, in particular, within the jurisdiction of the Munich I Regional Court.

2. The application is sufficiently specific. The statements whose omission is sought can be identified with sufficient precision by reference to the specific form of infringement (*"as set forth* below…"). The specific search query—which, moreover, according to undisputed submissions, is suggested by the defendant's program itself when the company name is entered into the search bar via the so-called *"auto-complete* function"—is therefore not necessary to determine the scope.

II)

The motion is also predominantly well-founded under the applicable German law pursuant to Sections 1004, 823(1) of the German Civil Code (BGB) in conjunction with Article 1(1), 2(1) of the German Basic Law (GG).

1. In the present case, German law is applicable pursuant to Art. 40(1), sentence 2, of the Introductory Act to the Civil Code (EGBGB).

1.1. The provisions of the GDPR—which generally take precedence over national law—are not applicable because the plaintiffs are not natural persons within the meaning of Art. 1(1) and (2) of the GDPR.

1.2. Nor are the provisions of *Regulation (EU) 2024/1689 of the European Parliament and of the Council of June 13, 2024, establishing harmonized rules on artificial intelligence and amending Regulations (EC) No. 300/2008, (EU) No. 167/2013, (EU) No. 168/2013, (EU) 2018/858, (EU) 2018/1139, and (EU)*
2019/2144, as well as Directives 2014/90/EU, (EU) 2016/797, and (EU) 2020/1828 (Regulation on Artificial Intelligence, hereinafter: AI Regulation) are not applicable because—insofar as they are already in force in terms of time pursuant to Art. 113 of the AI Regulation—they provide only for the possibility of filing a complaint with the competent market surveillance authority, and this is in addition to and "without prejudice" to the legal remedies already provided for in Union law and in thenational law of the Member States (Recital 170 AI Regulation).

1.3. Claims arising from non-contractual obligations due to the infringement of personality rights—e.g., under Sections 1004, 823(1) of the German Civil Code (BGB) in conjunction with the general right to personality (Art. 1(1), Art. 2(1) of the German Basic Law (GG)) or the corporate right to personality

(Art. 2(1), Art. 12(1), Art. 14(1), Art. 19(3) GG) are, pursuant to Art. 1(2)(G) G of Regulation (EC) No. 864/2007 of the European Parliament and of the Council of July 11, 2007, on the law applicable to non-contractual obligations (Rome II Regulation), are expressly excluded from the scope of this Regulation. The law applicable to them in cross-border disputes is therefore governed by Art. 40 of the Introductory Act to the German Civil Code (EGBGB). Accordingly, the injured party may demand that the law of the state in which the harmful effect of the infringing act occurs be applied (BGH, February 27, 2018 – Case No. VI ZR 489/16 – para. 21 et seq.). In the present case, the profiles at issue are primarily directed at German-speaking users, so that the infringing act occurs (also) in Germany. In their complaint, the plaintiffs also requested the application of German substantive law. Accordingly, German (speech) law is applicable in this respect.

1.4. These provisions of national law are also not superseded by the provisions in Art. 6, 16 et seq. of the DSA, because these concern only limitations on liability within the scope of application of the DSA and, furthermore, Art. 6(4) DSA—like Art. 14(3) of the E-Commerce Directive before it — leaves unaffected the possibility that a judicial authority under the legal system of a Member State may require a service provider to cease or prevent an infringement, and this specifically and primarily covers civil law claims for removal and injunctive relief (OLG Frankfurt, March 4, 2025—Case No. 16 W 10/25 - para. 13 et seq. with further references).

2. The plaintiffs are directly affected and thus have standing to sue because they are both named in the *“Overview with* AI” submitted as Exhibit ASt 6 and are therefore identifiable. The same applies to Plaintiff 1) with respect to the additional *“Overview with* AI” submitted as Exhibit ASt 7.

3. The respondent is liable in the present case under the principles of direct interference pursuant to §§ 1004, 823(1) of the German Civil Code (BGB) in conjunction with Art. 2(1) and Art. 19(3) of the German Basic Law (GG), because the display of *the “results with* AI” at issue is not a mere display of search results, but rather its own content attributable to it.

3.1. Any person who has caused the disturbance or whose

conduct gives rise to a fear of infringement. The provision covers both the direct infringer, who through his or her own conduct has adequately caused the infringement, and the indirect infringer, who has in any way intentionally and with adequate causation contributed to the bringing about of the unlawful infringement. In this context, support for or exploitation of the act of a third party acting on their own initiative is sufficient to constitute contribution in this sense, provided that the party against whom the claim is made had the legal means to prevent this act (see, among many others, BGH, July 28, 2015 - Ref. VI ZR 340/41 - para. 34 with further references). To distinguish between direct and indirect infringers, the key factor regarding search engine operators is whether the activity involves merely making search results discoverable through links or whether the search engine operators adopt the content as their own (BGH, Feb. 27, 2018 - Case No. VI ZR 489/16 - para. 28). "*Adoption of the content is to be assumed if the party against whom a claim is made has outwardly and recognizably assumed responsibility for the content published on its website, which must be assessed from the perspective of a reasonable average user based on an overall consideration of all relevant circumstances*," although "*caution* is *generally warranted when assuming identification with third-party* content" (BGH, loc. cit., with further references).

3.2. The plaintiffs have credibly demonstrated that the "*Overview with AI*," as shown in Exhibits ASt 6 and ASt 7, were in fact displayed in response to the search query. Regardless of whether the defendant can even validly contest this on the grounds of lack of knowledge pursuant to § 138(4) ZPO, Annexes ASt 5 and ASt 5a (emails from Mr. Krämer to Mr. Schüssler with the respective *"Overview with* AI" attached) and Annex ASt 13 (printoutprintout of the entire first page of results when using the search function) are suitable for supporting the plaintiffs' argument that when entering the company name "Verlagshaus24" and the term "scam" offered via the so-called *"auto-complete function*," the "results with AI" at issue are displayed.

3.3. This "*AI overview*," as shown in Exhibits ASt 6 and ASt 7, constitutes, in light of the above (under No. 3.1), a distinct statement by the defendants generated by their own AI system and presented to users.

For one thing, search results are not merely displayed—in whatever order—as links or short previews (snippets); rather, the results of the search query are summarized and presented in the site's own words and according to its own structure. This begins with the introductory affirmation of the query that confirms the search results (*"Yes, Verlagshaus24 (GeraMont Verlag) is known for dubious business practices*..." or *"Yes, there are indications of scams and dubious practices in connection with Verlagshaus24...* "), which linguistically goes beyond the mere presentation of links, and continues in the independent thematic structuring of the response—which is not at all presented or contained in the further cited results from third-party sites—into an introductory summary, followed by the compilation of *the* "*Characteristics of the alleged* scam" / "*Typical* Scams" and a subsequent recommendation for action under "*What You Can* Do" / *"What You Should Do*." All of this demonstrates an independent, content-based processing of the search results by the AI offered by the respondent and used in the search. In this way, the respondent creates independent statements that go beyond the individual search results, which are subsequently displayed via links. Since the defendant introduced the artificial intelligence itself and offers it to users, it must also be held accountable for its results, as only it has influence over the AI's offerings and the algorithms with which the AI operates.

Above all, however, the "AI Overview" contains statements that do not appear in the search results at all. None of the links provided establishes a connection between the plaintiffs and a " [redacted] or claims that there have been frequent name changes between " [redacted] . In this respect, these are statements made by the defendant itself, going beyond the mere presentation of search results. If only the search results themselves were displayed, the article submitted as Exhibit ASt 8 by the law firm Loschelder Leisenberg [redacted] " hardly, or at least certainly not as the source cited in the first place to document the statements in the "*Overview with AI*." This is because it contains no reference whatsoever to the plaintiffs.

Thus, this constitutes a separate statement generated by the AI provided by the respondent, for which the respondent, as the provider (also within the meaning of Art. 3(3) of the AI Regulation), must accept responsibility.

3.4. In this respect, the situation at hand also differs from the facts underlying the Federal Court of Justice (BGH) decisions on search engines—cited by both parties—(judgment of Feb. 27, 2018 – Ref. VI ZR 489/16) and the *"auto-complete* function" (judgment of May 14, 2013 – Ref. VI ZR 269/12).

3.4.1. With regard to search engines, the Federal Court of Justice (BGH) extended the considerations supporting only limited liability of hosting providers as indirect infringers to providers of Internet search engines as well, stating that a search engine providercannot reasonably be expected to verify whether the content found has been lawfully posted before making it searchable, because such a proactive duty to review would conflict with the purpose and functioning of a search engine. Without the assistance of search engines, the Internet would be unusable for individuals due to the overwhelming flood of data, meaning that the use of the Internet as a whole ultimately depends on the existence and availability of search engines. *"Given their essential importance for making the internet usable, no review obligations may be imposed that would jeopardize or disproportionately impede the operation of search engines. The imposition of a general monitoring obligation—which would be practically impossible to implement—would seriously call into question the existence of search engines as a business model that has been approved by the legal system and is socially desirable*" (BGH, Feb. 27, 2018 - Ref. VI ZR 489/16 - para. 34 with further references). Since the search engine operator generally has no legal relationship with the authors of the content listed in the results, it is generally not possible for the operator to investigate and assess the facts due to a lack of contact with the responsible parties of the individual websites, so that specific duties of conduct would only apply to the operator "*if it has become aware of an obvious and clearly recognizable infringement at first glance through a specific* notification" (BGH, loc. cit., para. 35 et seq. with further references).

However, the situation is different for the "*AI-powered* overview" at issue here. As explained, it does not merely display search results from websites

with which the respondent has no contact and whose content it cannot readily verify itself. Rather, independent, new, and substantive statements are made that are based on an evaluation and linking of the content of various third-party websites. The content of these new statements—made by the AI offered by the respondent—can certainly be reviewed by the respondent—even if only through appropriate control mechanisms—at least by comparing the underlying third-party websites with the respondent's own statements based on them.

Furthermore, *an* "*AI-powered* overview"—unlike the display of pure search results in search engines—is by no means essential for using the internet. This is because simply displaying search results via links already makes the
"*flood of* data" is made usable for the individual; in contrast, *the* "*AI-powered* overview" structures and evaluates data according to a system not immediately recognizable to the user and thereby—depending on the underlying algorithm—also channels the response to the search query. This may be viewed by many as desirable and as facilitating the search process, but it is by no means essential for managing the flood of data identified by the Federal Court of Justice.

3.4.2. Regarding the issue of liability for the so-called *"auto-complete function*," the Federal Court of Justice (BGH) stated that the activity involving the search term completion function is not merely technical, automatic, and passive in nature, nor does it consist solely of makingfor access by third parties, but rather that the users' search data is processed in a separate program that forms conceptual connections, such that the provider is fundamentally responsible for the service in the form of its own search suggestions (BGH, May 14, 2013 – Case No. VI ZR 269/13 – para. 26). "*In the case of infringements that have a breach of duty as a (contributing) cause,*" as the BGH explains, *"a case-by-case assessment is necessary to avoid excessive liability. The liability of the party failing to act is limited by the criteria of the possibility and reasonableness of preventing the* harm" (BGH, loc. cit., para. 27). Therefore, consideration must be given, among other things, to whether the party concerned controls the source of the interference or can influence someone who is in a position to terminate the interference. This is generally only the case for user search queries if the operator of the search engine with a search term completion function becomes aware of the potential infringement resulting from the search query with the search term

(BGH, loc. cit., para. 29 et seq.).

In the present case, however, the "*AI overview*" goes significantly beyond this. It is not the search query or the search term suggestion ("scam") nor the individual search results displayed via links that are at issue, but rather an independently generated statement that, based on the weighting of the search results and an evaluation of the content, formulates its own answer (not a question) and offers it to the user.

Nor is this contradicted by the fact that, as the respondent argues, informed users recognized through the links to third-party websites that the summary in *the* "*AI* Overview" was based on the third-party content stored there, and that the search engine thus clearly did not assume any responsibility for the content of this information and did not adopt it as its own. For one thing, as already explained, the summary at issue here is by no means based solely on third-party content; rather, it involves a proprietary compilation and evaluation that goes beyond these third-party websites—not least with regard to the connection between the plaintiffs and a "

, which is by no means ap[redacted]

[redacted]e true that users can verify, using the links, whether the content of the third-party sites , and that they would regularly know that this is necessary because the information generated by AI should not be blindly trusted, as the defendant argued during the oral hearing—and yet the possibility that a statement can be refuted through further research does not generally relieve one of liability for that statement. This is recognized for casual readers, so-called "front-page readers" (BVerfG, Jan. 14, 1998 – Case No. 1 BvR 1861/93 – para. 133; OLG Munich, July 31, 2014 – Case No. 18 U 308/14

- para. 25), if and to the extent that the statement is comprehensible in and of itself without further reading (e.g., in the body of the magazine), as well as for self-contained teasers on a website or app (OLG Cologne, May 21, 2024 – Case No. 15 W 34/24 – para. 40; Munich Regional Court I, Nov. 24, 2014 – Case No. 9 O 19238/14 – para. 28), and the same considerations must also apply to the *"AI overview*": It, too, is comprehensible in and of itself, contains a self-contained statement with independently understandable content, and makes no reference to other possible interpretations or even to any unreliability of the content, so that users generally have no reason to

to the search query. Moreover, this would significantly diminish the very utility of the feature cited by the respondent, if the
“Overview with AI” were generally recognized as unreliable and all of the displayed links had to be independently verified in each case.

3.4.3. Even insofar as the Federal Court of Justice (BGH) ultimately emphasizes in both decisions the functionality of the search engine as a factor for negating a duty to review (BGH, May 14, 2013 – Case No. VI ZR 269/13 – para. 39; BGH, Feb. 27, 2018 – Case No. VI ZR 489/16 – para. 34 with further references) and
assumes that action is taken only after notification by the affected parties and only in the event of an obvious infringement, these considerations are not transferable to the present *“AI-generated overview*.” For unlike in the case of linked third-party websites, the AI-generated overview is no longer merely third-party content with which there is no contact, but rather an independent weighting and presentation of this content based on algorithms that are not influenced by third parties but by the defendant as the provider. It offers an additional function without which the use of the search engine would nevertheless be possible (and is possible), and without which users are certainly also able to find results in the *“flood of data*.” Furthermore, although the defendant argued in the oral hearing, it neither explained nor even credibly demonstrated that the use of AI in the context of search engines would be rendered impossible overall if providers such as the defendant were held liable for the independent statements attributable to them.

In this regard, it may be worth considering affirming a duty to review the content of the specific statement only if the potential illegality is pointed out. This, however, was undisputedly done by the plaintiffs, both via email and through the online form provided by the defendant. Limiting the duty to review to only obvious legal violations does not appear appropriate, however, particularly in light of the system’s functionality, since the defendant is certainly capable of verifying the content of the “AI Overview” against the sources on which it is based, even without contacting the third parties from whom the websites originate. However, the defendant failed to do so even after receiving notifications from the plaintiff.

Conversely, however, if one were to limit liability for the respondent’s own AI-generated statements as a provider to a duty to review upon notification of obvious

illegal acts, which would inevitably result in a gap in the protection of the general right of personality or the corporate right of personality for those affected by the statement. For if and to the extent that—as in this case—the statements are independent, the affected parties cannot seek an injunction against the third parties whose websites were included in the search query, because these third parties did not make the statement at issue in the first place; rather, it was first compiled and disseminated by the search engine operator in the "*AI overview*." For its part, the search engine operator would likewise not be obligated to take further measures (such as deletion or an injunction followed by a hearing of the third parties) in the case of statements that are not manifestly—but only after a thorough examination—unlawful, so that the affected parties would then have no adequate opportunity to obtain legal protection. This, too, argues against applying the considerations regarding the search engine function and *the "auto-complete* function" to the *"AI-generated overviews*."

3.5. For all these reasons, the plaintiffs may hold the defendant liable as a direct infringer with respect to the *"AI-generated* overview" and the-Accordingly, the defendant cannot invoke either a liability exemption under Section 6(1) DSA, because it acts not merely as a host provider, nor a liability exemption for search engine operators within the meaning of a *"notice-and-take-down procedure*."

4. The plaintiffs are entitled to an injunction against the statements at issue in the two contested *"AI* Overviews" to the extent specified in the operative part of the judgment, pursuant to Sections 1004, 823(1) of the German Civil Code (BGB) in conjunction with Art. 2(1) and Art. 19(3) of the German Basic Law (GG), because these statements infringe upon their corporate personality rights—even after weighing this against the legitimate interests of the defendants.

4.1. The right to injunctive relief against a statement exists pursuant to §§ 1004, 823(1) BGB if the contested statement infringes upon the affected person's general right of personality pursuant to Art. 1(1), Art. 2(1) GG, Art. 8(1) of the European Convention on Human Rights (ECHR), when weighed against the right to freedom of expression of the person making the statement, as protected by Art. 5(1) of the German Basic Law (GG) and Art. 10(1) of the ECHR. It is recognized that the scope of personal protection

of the right of personality also extends to legal entities in the form of the so-called corporate right of personality pursuant to Art. 19(3) of the German Basic Law (BGH, July 28, 2015
- Case No. VI ZR 340/14). This extension of the scope of protection is justified in particular when a legal entity is affected by a statement in its social standing as an employer or as a business enterprise (BGH, April 4, 2017 - Case No. VI ZR 123/16 - para. 16).

4.1.1. The general right of personality (Art. 1(1), Art. 2(1) GG) and the corporate right of personality (Art. 2(1), Art. 19(3) GG) is structured as an open-ended framework right, the specific manifestations and limits of which must be determined in each concrete individual case, whereby both Art. 1(1), Art. 2(1) of the Basic Law, and Art. 8(1) of the ECHR on the one hand, as well as Art. 5(1) of the Basic Law and Art. 10 of the ECHR on the other, must be taken into account as guiding principles of interpretation (BVerfG, Nov. 3, 2025 – Case No. 1 BvR 573/25 – para. 29; BVerfG, Nov. 9, 2022 – Case No. 1 BvR 523/21 – para. 13; BGH, Dec. 15, 2009 – Case No. VI ZR 227/08 – para. 11; Federal Court of Justice (BGH) Dec. 18, 2018 – Case No. VI ZR 439/17 – para. 10, Federal Court of Justice (BGH) Dec. 17, 2019 – Case No. VI ZR 249/18 - para. 18). The general right of personality is thus not granted unconditionally, but is limited by the constitutional order, including the rights of others, which also encompasses the right to freedom of expression pursuant to Art. 5(1) GG and Art. 10(1) ECHR; conversely, the right to freedom of expression finds its limits pursuant to Art. 5(2) of the German Basic Law (GG) in general laws, including, among others, the provisions of §§ 1004, 823 of the German Civil Code (BGB) and §§ 22, 23 of the Artistic Copyright Act (KunstUrhG), as well as the right to personal honor (Federal Constitutional Court [BVerfG] decision of Nov. 3, 2025 – Case No. 1 BvR 573/25 – para. 29; BVerfG, Dec. 8, 2011 – Case No. 1 BvR 927/08 – para. 18; BVerfG, Nov. 9, 2022 – Case No. 1 BvR 523/21 – para. 12).

4.1.2. The starting point for examining a violation of both general and corporate personality rights is, as the Federal Constitutional Court (BVerfG) stated, inter alia, in its decision of Nov. 9, 2022 (Case No. 1 BvR 523/21 – para. 15; see also BVerfG of Nov. 3, 2025 – Ref.: 1 BvR 573/25 – para.
33), *"the assessment of the content of the contested statement, in particular the clarification of the extent to which it, in its objective sense, infringes upon the right to privacy of the person concerned. The aim of the interpretation is to determine the objective meaning of a statement. Therefore, what is decisive is neither the subjective intent of the speaker nor the subjective understanding of the person affected by the statement, but rather the meaning it has according to the understanding of an unbiased and reasonable audience. In doing so, one must always proceed from the wording of the*

statement. However, this does not conclusively determine its meaning. Rather, it is also determined by the linguistic context in which the disputed statement is situated and the accompanying circumstances under which it is made, insofar as these were recognizable to the recipients."

Based on this, the content of the individual statements must first be interpreted in order to subsequently determine the type of statement as a factual assertion or an expression of opinion.

4.1.2.1. Statements of fact are characterized by an objective relationship between the statement and reality; they refer either to concrete events or conditions of the external world (external facts) or of human inner life (internal facts) that are defined in terms of time and place and belong to the past or present, whereas expressions of opinion are characterized by the speaker's subjective relationship to the content of what is expressed. Essential to the classification as a statement of fact is whether the statement can be verified for its accuracy by means of evidence (BVerfG, Nov. 9, 2022 – Case No. 1 BvR 523/21 – para. 17). Particularly in the case of factual claims that damage reputation, the balancing of conflicting interests to assess the admissibility of the statement is determined to a very large extent by the truthfulness of the claims. True factual claims must generally be tolerated, even if they are detrimental to the person concerned, whereas false ones must not (established case law, see, e.g., BGH, Feb. 22, 2022 – Case No.: VI ZR 1175/20 – para. 25; OLG Munich, Mar. 5, 2024 – Case No. 18 U 2827/23 – para. 45).

4.1.2.2. Expressions of opinion, by contrast, are characterized by the speaker's subjective relationship to the content of what is expressed (BGH, Dec. 16, 2014 – Case No. VI ZR 39/14 – para. 8) and cannot, accordingly, be "true" or "false," "correct" or "incorrect." At most, they can be comprehensible or incomprehensible, shared, understood, or rejected. The protection afforded to them by Art. 5(1) of the Basic Law (GG) therefore extends further and finds its limits only in the general right of personality of the person about whom the opinion is expressed, as set forth above. Consequently, a balancing of interests must always be performed here between the right to privacy of the person concerned, on the one hand, and the right to freedom of expression of the speaker, also guaranteed in Art. 5(1), first sentence, of the Basic Law, on the other (BVerfG, Feb. 14, 1973 – Case No. 1 BvR 112/65 – para. 28; BVerfG, Dec. 8, 2011 – Case No. 1 BvR 927/08 – para. 18; BGH,

Nov. 15, 1994 – Case No. VI ZR 56/94 – para. 64). Expressions of opinion generally enjoy the protection of freedom of expression provided by Article 5(1) of the Basic Law, regardless of their validity, merit, or accuracy. They do not lose this protection even if they are expressed in a sharp or exaggerated manner, for it is part of the guarantees of freedom of expression that a critic may, in principle, also express his or her (criminal) legal assessment of events as his or her legal opinion, even if this does not stand up to objective scrutiny, so that it is irrelevant whether the defendant's legal opinion is tenable, as long as the criticism does not prove to be mere abusive criticism (OLG Munich, March 5, 2024 – Case No. 18 U 2827/23 – para. 46).

4.1.2.3. If a statement based on value judgments can be regarded as an assertion of fact, insofar as it simultaneously evokes in the recipient the impression of concrete events clothed in such value judgments, then, on the other hand, if it contains both factual and evaluative elements in an inseparable manner, it must be treated as an expression of opinion overall if it is characterized by these evaluative elements (BVerfG, March 21, 2007 – Case No. 1 BvR 2231/03 – para. 21) or is the prerequisite for the formation of the opinion (BVerfG, Oct. 25, 2012 – Case No. 1 BvR 901/11, para. 20). For where factual and evaluative elements are intertwined and only together constitute the meaning of a statement, the concept of "opinion" must be interpreted broadly in the interest of effective protection of fundamental rights: *"To the extent that a statement in which facts and opinions are intermingled is characterized by elements of commentary, assessment, or opinion, it is protected as an opinion by the fundamental right. This applies in particular where a separation of the evaluative and factual content would negate or distort the meaning of the statement. If, in such a case, the factual element were regarded as decisive, the constitutional protection of freedom of expression could be significantly* curtailed" (BVerfG, Nov. 9, 2022 – Case No. 1 BvR 523/21 – para. 17). The same considerations also apply to statements in which the evaluation of factual events is expressed, for

"in cases where both forms of expression are combined and only together constitute the meaning of a statement, 'opinion' within the meaning of Article 5(1), first sentence, of the Basic Law must be interpreted broadly in the interest of effective protection of fundamental rights. If a statement in which facts and opinions are intermingled is characterized by elements of commentary, opinion, or judgment, it is protected as an opinion by the fundamental right. This applies in particular

if separating the evaluative and factual content would negate or distort the meaning of the statement. If, in such a case, the factual element were regarded as decisive, the constitutional protection of freedom of expression could be significantly curtailed. Likewise, a conclusion presented to the average reader as a presumption, in which the character of the statement is preserved by elements of commentary and opinion, generally constitutes *not a statement of fact but an expression of opinion*." (BVerfG, Nov. 3, 2025 – Case No.: 1 BvR 573/25 – para. 34).

4.2. Based on these standards, the plaintiffs are entitled to an injunction against the statement that they *"engage in fraudulent schemes or unscrupulous business practices, are known for doing so, or that there is evidence of such conduct*."

4.2.1. This statement is contained in the *"Overview with* AI" submitted as Exhibit ASt 6 in the first sentence ("[redacted] *is known for dubious business practices and is often perceived as a scam,...*") and, on the one hand, contains the factual core that knowledge of dubious business practices or scams exists among a group of people that cannot be precisely defined but is in any case large, since otherwise something or someone is not *"known for..."*. At the same time, however, it also contains the evaluative assessment that the plaintiffs' business practices are dubious and are perceived as a scam
, *"especially in connection with subscription traps (*[redacted]*, p* [redacted].. ." Thus, based on the above (under 4.1.2.3.) and in light of the paramount importance of freedom of expression, the statement at issue must be regarded as an expression of opinion.

4.2.2. Nevertheless, upon weighing the conflicting interests, this expression of opinion is found to be impermissible.

4.2.2.1. It should be noted at the outset that expressions of opinion themselves cannot be "true" or "false" and do not have to be "well-founded" or "convincing," nor do they even need to be substantiated; rather, the protection afforded by Art. 5(1) of the Basic Law exists regardless of *"whether the expression is rational or emotional, substantiated or unsubstantiated, and whether it is considered by others to be useful or harmful,*

valuable or worthless" (BVerfG, Nov. 9, 2022 – Case No. 1 BvR 523/21 – para. 25). However, the weighing against the fundamental right of the affected party must in any case take into account whether the statement is a conclusion based on true facts or an assessment arbitrarily plucked out of thin air (BVerfG, Nov. 9, 2022 - Ref. No. 1 BvR 523/21 - para. 28).

4.2.2.2. In the present case, the allegation of unscrupulous business practices and the use of fraudulent schemes is likely to significantly impair the plaintiffs' reputation in business dealings, as it affects the core activity of their business, namely the distribution of the publications they offer.

4.2.2.3. On the other hand, the contested statement is based primarily on an alleged *"connection to subscription traps (* [redacted] *H)*."
The plaintiffs have, however, demonstrated through the affidavit submitted as Exhibit ASt 14 by the Association of German Publishers and Booksellers ([redacted]) that there are in fact no connections between them an[redacted]e company .
The defendant has not contested this with any substantiated argument; furthermore, the links mentioned in the *"Overview with* KI" do not indicate any connection, nor does such a connection arise from other exhibits submitted by the defendant. Consequently, this connection must be treated as untrue for the purposes of this proceeding, and the contested statement of opinion is thus already based on a false connecting fact in this respect.

Even insofar as the defendant refers to user reviews on relevant review portals (Exhibits AG 3–AG 10), on the one hand, this by no means establishes the truthfulness of the statements made there, and on the other hand, there is also no credible information regarding "subscription traps" or a connection to a " [redacted] " or the company ,
so that, to that extent as well, no factua[redacted]of opinion has been established.

4.2.2.4. If one now balances the corporate personality rights of the plaintiffs, protected by Art. 2(1) and Art. 19(3) of the German Basic Law (GG), and the impairment caused by the contested statement—particularly in commercial transactions—against the legitimate interests of the defendant, the latter must take a back seat in the present case. Although the defendant may, as a legal entity under foreign law,

in principle invoke Art. 5(1) and Art. 19(3) of the German Basic Law (GG), it must nevertheless be taken into account here that the expressed opinion was primarily generated by AI, meaning it is not an expression of a conviction held by the persons making the statement, but rather the result of an algorithm. In this respect, the offering of AI-supported research in the present case is primarily an expression of the respondent's commercial activity and, at most, secondarily an expression of an interest in being able to freely express one's opinion and views and thus participate in the formation of public opinion and social discourse.

On the other hand, it must be taken into account that this expressed opinion deserves all the less protection where it is based on untrue connecting facts. It can be left open that the Federal Court of Justice (BGH) considers a critical assessment admissible in individual cases even if it is not substantiated and no verifiable reasons can be provided (BGH, March 10, 2026 – Case No. VI ZR 194/23 – para. 28 et seq.), for in the present case there is no lack of justification; rather, the decisive factor is that the stated factual basis is untrue.

4.2.3. Consequently, in the specific balancing of interests, the defendant's interest takes a back seat to the plaintiffs' corporate personality rights, which have been infringed by the statement, such that the statement is unlawful and a claim for injunctive relief must be granted.

4.3. Furthermore, the plaintiffs are entitled to an injunction against the statement that they are "associated *with the companies* [redacted].

4.3.1. This statement is contained in the lists set in parentheses in both the *"Overview with* KI" submitted as Exhibit ASt 6 and the one submitted as Exhibit ASt 7 and is, in principle, subject to proof, so that it constitutes an assertion of fact.

4.3.2. The procedural untruth of this factual assertion has, however, as already explained, been credibly established by the affidavit submitted as Exhibit ASt 14; in this regard, reference may be made to the above remarks (No. 4.2.2.3)

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4.3.3. However, if it is a false factual assertion, it infringes upon the plaintiffs' corporate personality rights, and accordingly, a claim for injunctive relief exists.

4.4. The plaintiffs are also entitled to an injunction against the statement that they *"lure customers into 'subscription traps,' i.e., cause customers to unwittingly enter into paid subscriptions*."

4.4.1. This statement is included in the first bullet point under "*Characteristics of the alleged* scam" and—in accordance with the principles set forth above (under 4.1.2.3)—is predominantly characterized by an opinion or belief and is therefore to be regarded as an expression of opinion.

4.4.2. Here, too, however, there is a lack of connecting facts, so that in weighing the infringement of the plaintiffs' corporate personality rights caused by this statement against the interests of the defendant, the latter must take a back seat. For, first, the customer reviews submitted by the defendant (Exhibits AG 3–AG 10) do not even suggest, in factual terms, that customers were lured into such "subscription traps" by being led to unwittingly enter into subscriptions subject to a fee (the reviews deal with dissatisfaction regarding the service and the processing of subscriptions and orders, not with subscriptions entered into unknowingly), nor do the third-party reviews provide any indication of their reliability in factual terms. It is well established, particularly for review portals, that they do not verify the truthfulness and legality of reviews posted by third parties unless they are notified of a legal violation (e.g., pursuant to Sections 6 and 16 of the German Data Protection Act).

4.4.3. Accordingly, there is also a claim for injunctive relief in this regard; for further details, reference may be made to the considerations under Nos. 4.2.2.3 and 4.2.2.4.

4.5. Furthermore, the first plaintiff has a claim for an injunction against the statement

that they *“rely on telephone calls that did not take place or, following such calls, unexpectedly invoice services such as ‘company listings’ or ‘Premium Gold Packages’*.”

4.5.1. The statement is contained only in relation to the first plaintiff—as the operator of Verlagshaus24—and only in the “Overview with AI” submitted as Exhibit ASt 7. It can be interpreted, in a by no means far-fetched way, to mean that it bills customers for services such as “business listings” or “Premium Gold Packages” on the basis of telephone calls that did not actually take place at all or, in any case, did not occur in the manner described. Thus, the statement is subject to proof and must be regarded as an assertion of fact.

4.5.2. The factual assertion must be regarded as untrue for procedural purposes, not least because it is clearly based on the article by the law firm Loschelder Leisenberg submitted as Exhibit ASt 8 (to which a link is also provided), but this article does not in fact refer to the first plaintiff at all. The defendant has also not submitted any other arguments regarding the truthfulness of the statement. The factual assertion therefore appears to be untrue.

4.5.3. However, there is no apparent legitimate interest in making a false factual claim in the present case, so that the first plaintiff also has a claim for an injunction in this respect.

4.6. In addition, the plaintiffs are entitled to an injunction against the statements that they

- “*continue to demand payment from customers even after payment has already been made*,”
- “*often change names and URLs or operate under different names to make identification more difficult*,”
- *“fail to unlock paid digital content*,” and are
- *“unreachable by* phone *and ignore written inquiries.”*

4.6.1. These statements, which are found in the *“Overview with* AI” submitted as Exhibit ASt 6, are also subject to proof and are therefore to be regarded as factual assertions.

4.6.2. However, they are capable of significantly damaging the reputation and public perception of the plaintiffs in business dealings and in the public eye, such that, in application of the legal principles set forth in Sections 186 and 187 of the German Criminal Code (StGB), the burden of proof and the burden of establishing the truth of the reputation-damaging statement rests with the defendant. However, she has not been able to establish the truthfulness of the statements. The mere fact that these statements may stem from individual reviews by unknown users on review portals is not sufficient to make an assessment regarding their truthfulness, let alone to establish it. Nor has she demonstrated that she
—or the AI it employed—had subjected the statements to any kind of review.

4.6.3. In this regard, the respondent cannot rely on the argument that it merely made the statements of third parties available or linked to them as search results, since it has, in any event, adopted these claims as its own to the extent that it formulated the statements now at issue based on them, which are not contained in the reviews of third parties on review portals in this exact wording.

4.6.4. Thus, the defendant has not met its burden of proof, and the statements must be regarded as untrue from a procedural standpoint and must therefore be refrained from.

4.7. The plaintiffs are thus entitled to an injunction against the statements at issue to the extent set forth in the relief sought, and the risk of repetition has not ceased to exist. For although, as the defendant has argued and substantiated through Exhibit AG 11, *the* "*AI-generated* overviews" displayed in response to the search query vary, the original ones at issue here are not—at least not currently—displayed. However, the respondent has neither issued a declaration of undertaking to desist subject to a penalty clause, which would be suitable for providing the plaintiffs with sufficient assurance against future infringements, noreliminate the risk of recurrence, nor can it be reliably ruled out—even according to the defendant's own submissions—that the statements at issue will not be displayed again due to the algorithms used.

4.8. Finally, the claim for injunctive relief is not limited solely to the territory of the Federal Republic of Germany; rather, the underlying principle of the provisions of the Brussels I Regulation implies not only the jurisdiction of the adjudicating court over the cross-border dispute between the plaintiffs and the defendant pursuant to Art. 7 of the Brussels I Regulation (see above I No. 1), but also the recognition of the effect of the decision issued within the scope of the Brussels I Regulation pursuant to Art. 36(1) of the Brussels I Regulation.

4.9. In this respect, the application for a preliminary injunction is therefore well-founded to the extent set forth in the operative part.

5. However, there is no further claim.

5.1. Pursuant to the principles set forth above (under No. 4.1), the plaintiffs are not entitled to an injunction against the statement that they would “cooperate *with the* [redacted] [redacted] ."

5.1.1. The allegation of cooperation between the plaintiffs and a third party is open to proof and [redacted] must therefore be regarded as an assertion of fact .

5.1.2. However, the mere allegation of cooperation with a debt collection agency is not so damaging to reputation in commercial transactions that the burden of proof and prima facie evidence for it would rest with the respondent in accordance with the principles of Sections 186 and 187 of the German Criminal Code (StGB). Rather, it would have been incumbent upon the plaintiff to establish the untruth of the statement. This, however, did not occur; nor does the affidavit submitted as Exhibit ASt 14 address this issue.

5.1.3. Accordingly, there is no claim for an injunction in this regard.

5.2. Finally, the plaintiffs are not entitled to an injunction against the statement that they *“sell subscriptions and collect payments in an unethical manner*.” This is because no such statement appears either in the *“Overview with AI”* submitted as Exhibit ASt 6 or in the *“Overview with* AI” submitted as Exhibit ASt 7. At most, it constitutes a value-laden conclusion drawn by readers after reading the *“Overview with AI*.” However, such an opinion, if formed by readers, cannot be prohibited in light of Article 5(1) of the Basic Law. Even according to the principles of so-called “impression-making,” a veiled assertion—i.e., one to be inferred “between the lines” of a statement—can only be impermissible if it constitutes a factual claim that imposes itself on the reader as an inevitable conclusion. Otherwise, one would have to require the speaker to anticipate all possible conclusions speculatively and to reject each one, which would lead to an unacceptable restriction of freedom of expression (BGH, Nov. 22, 2005 – Case No. VI ZR 204/04 – para. 17; BGH, July 2, 2019 – Case No. VI ZR 494/17 – para. 30; BGH, April 27, 2021 – Case No. VI ZR 166/19 – para. 12).

Therefore, the protection afforded by Article 5(1) of the Basic Law must take precedence over any possible expression of opinion that can be inferred between the lines from other statements.

III)

The decision on costs is based on § 92(1) ZPO. The declaration of provisional enforceability (with regard to costs) is based, for the respondent, on §§ 708 No. 6, 711 ZPO. For the plaintiffs, by contrast, the judgment is in any case provisionally enforceable as it was issued by way of preliminary legal protection.

signed

[redacted]	[redacted]	[redacted]
Presiding Judge at the Regional Court	Judge	Judge at the Regional Court