































































































































































































































































































































































497. As noted above in further detail, since 2004, NDTV has routinely informed TAM that the Nielsen Process and the data generated therefrom, through weekly TRP reports, are severely defective, and NDTV has suggested reasonable and appropriate remedies for correcting same.

498. Upon information and belief, TAM relayed NDTV's complaints about the Nielsen Process, and the data generated therefrom, to Nielsen between 2004 and 2010.

499. As noted above, between 2010 through the present, NDTV had direct communications with Nielsen whereby, NDTV illustrated the reasons for the flawed data, including but not limited to TAM employees' corrupt and illegal practices; NDTV presented its catastrophic losses resulting from the flawed data; and NDTV suggested reasonable and appropriate remedies for curing the severely defective Nielsen Process, as used by TAM in India.

500. Since 2004 (and perhaps even earlier than that), Nielsen has been aware that the Nielsen Process, as utilized by TAM in the Indian market, is severely flawed, and has been and continues to generate data that is grossly inaccurate.

501. Nonetheless, Nielsen consciously, recklessly and intentionally continues to disregard NDTV's well-grounded complaints, despite the fact that each complaint, going back to 2004, places Nielsen on actual notice of the foreseeable harm that NDTV has incurred and continues to incur.

502. Nielsen's motivation in continuing to consciously, recklessly and intentionally disregard the egregious and foreseeable harm that NDTV continues to incur on a weekly basis, through the publication of data that Nielsen knows to be

inaccurate, is that it does not want to incur the costs of remedying the situation, because it is not compelled to do so, as a result of TAM's monopoly power in India. Instead, Nielsen has chosen to exploit TAM's monopoly power in India, so as to maintain consistent profit levels in the US, to the detriment of NDTV.

503. Nielsen's conscious, reckless and intentional breach of its duty to take reasonable measures to prevent foreseeable harm to TAM's customers, proximately caused NDTV to incur damages in the form of, *inter alia*, the consideration that NDTV paid TAM for the TRP Reports, loss of advertising revenues, increased carriage costs, loss of reputation, loss of good will, loss of stock value, and loss of other revenues, including revenues from the United States, in an amount no less than \$580 million for the last three years. In addition, the NDTV is entitled to costs, actual attorneys' fees, and punitive damages, in an amount to be determined by the trier of fact.

**THIRTY-THIRD CAUSE OF ACTION FOR *PRIMA FACIE* TORT AGAINST  
NIELSEN**

504. Plaintiff repeats and re-alleges paragraphs 1 through 503 set forth above, as if they were set forth herein at length and incorporates said paragraphs herein by reference.

505. Since 2004 Nielsen had actual knowledge that NDTV was continuously incurring damages resulting from TAM's use of the Nielsen Process in India, yet, Nielsen consciously, recklessly and intentionally: (a) continues to allow TAM to utilize the Nielsen Process and generate inaccurate TRP reports through the present date, so as to continue its exploitation of TAM's monopoly power in the

Indian market, and derive substantial revenues from TAM; and (b) continues to refuse to take reasonable and appropriate remedial measures to cure the defective Nielsen Process, in India.

506. In the event that the torts described in the Thirty-First Cause of Action through the Thirty-Second Cause of Action of this Complaint do not apply to the above described conduct of Nielsen, then such conduct constituted a *prima facie* tort, and NDTV pleads in the alternative that such conduct: (a) was without excuse or justification; (b) was intentional on the part of Nielsen; (c) constituted a series of acts which would otherwise be lawful; and (d) caused NDTV specific damages in the form of, *inter alia*, the consideration that NDTV paid TAM for the TRP Reports, lost advertising revenue, increased carriage costs, loss of good will, loss of reputation in the television industry, and precipitous declines in its stock price, and lost revenues from the United States in the collective amount of no less than \$250 million for the last year. In addition, the Plaintiff is entitled to punitive and exemplary damages, costs and attorneys' fees, in an amount to be determined by the trier of fact.

**THIRTY-FOURTH CAUSE OF ACTION FOR AIDING AND ABETTING A FRAUD JOINTLY AND SEVERALLY AGAINST NIELSEN AND KANTAR**

507. Plaintiff repeats and re-alleges paragraphs 1 through 506 set forth above, as if they were set forth herein at length and incorporates said paragraphs herein by reference.

508. At all relevant times, TAM was an agent and/or mere department, within Nielsen's vertically integrated network of companies, functioning as an instrumentality of Nielsen in the Indian market in every respect.

509. As noted above, TAM's board of directors was, at all relevant times, comprised of Nielsen and Kantar senior officers.

510. As described above in the Twenty-First Cause of Action for Fraud in the Inducement Against TAM, TAM knowingly made false affirmative representations and intentional omissions of material facts to NDTV so as to induce NDTV to execute each Sales Order since 1998.

511. As noted above in further detail, since 2004, NDTV routinely conveyed its suspicions to TAM that the TRP Reports contained grossly inaccurate data. NDTV also provided to TAM suggested remedial measures that would have corrected the defects in the Nielsen Process that consistently yields grossly inaccurate data, including, but not limited to, increasing the sample size, additional training for key personnel, more security for viewer lists, etc. Upon information and belief, NDTV regularly reported NDTV's complaints and suggested remedial measures to Nielsen and Kantar, and on a few occasions since 2004, suggested meetings with Nielsen and Kantar representatives to resolve NDTV's complaints.

512. Each year since 1998, Nielsen and Kantar knew that TAM induced NDTV to execute each Sales Order by intentionally making misrepresentations of fact to NDTV, which Nielsen, Kantar and TAM knew were false when they were made, so as to induce NDTV to rely upon such statements and execute each Sales Order, the most recent of which was executed on May 10, 2012.



513. As noted above in further detail, immediately prior to executing each Sales Order, Nielsen and Kantar knew that TAM represented that the weekly TRP Reports were generated using the Nielsen Process, and that the Nielsen Process, as utilized by TAM in the Indian market, generated Nielsen quality, name brand products.

514. As noted above in further detail, immediately prior to executing the first Sales Order on November 13, 1998, Nielsen and Kantar knew that TAM represented to NDTV that the Nielsen Process was catered to the Indian market; was adequately tested in the Indian market; that it utilized an adequate sample size for the Indian market; that it implemented adequate security measures for the viewer lists; that TAM personnel were properly trained by Nielsen; and that the Nielsen Process, as utilized by TAM in the Indian market, is fool proof.

515. As noted above in further detail, immediately prior to executing each subsequent Sales Order, Nielsen and Kantar knew that TAM represented to NDTV that it had improved its systems and that it would provide fool proof, world class and reliable data to the industry using the Nielsen Process.

516. As noted above in further detail, since 2004, Nielsen and Kantar knew that NDTV routinely conveyed its suspicions to TAM that the TRP Reports contained grossly inaccurate data. Since 2004, Nielsen and Kantar also knew that NDTV provided suggested remedial measures that would have corrected the defects in the Nielsen Process that consistently yields grossly inaccurate data, including, but not limited to, increasing the sample size, additional training for key personnel, and increased security for highly sensitive information, such as the viewer lists.

517. At the April 11, 2012 Meeting Nielsen, Kantar and TAM explicitly acknowledged corruption of data and confirmed NDTV's suspicions for the first time, that: the TRP Reports contained grossly inaccurate data; the Nielsen Process was not catered to the Indian market; that the Nielsen Process was not adequately tested in the Indian market prior to its implementation in the Indian market; the Nielsen Process did not utilize an adequate sample size for the Indian market since TAM's inception; the Nielsen Process, did not implement adequate security measures for the viewer lists since TAM's inception; the Nielsen Process did not provide adequate training for key personnel since TAM's inception; and that TAM knew, prior to executing any Sales Orders with NDTV, that the data generated from TAM's use of the Nielsen Process in India would not live up to Nielsen's standards of quality and accuracy.

518. Since TAM's inception in 1998, Nielsen has maintained control over the decisions to make adjustments to the Nielsen Process, as utilized by TAM in the Indian market, including, but not limited to, whether or not to increase the sample size utilized by TAM in the Indian market to create statistical analyses; whether or not to provide adequate financial, technological and operational support to TAM, so as to enable TAM to properly implement the use of the Nielsen Process in the Indian television market; whether or not to provide sufficient training for key TAM personnel so as to ensure that the Nielsen Process was being utilized properly; whether or not to provide adequate supervision over TAM, so as to ensure that the quality of services provided was consistent with Nielsen's standards of quality; and whether or not to implement policies and procedures that would adequately protect highly sensitive and confidential information, such as the viewer lists. Accordingly,

Nielsen had and continues to have the ability to remedy the complaints of NDTV, but instead chose to willfully disregard such complaints for several years, and to direct and/or allow TAM to fraudulently induce NDTV to execute each Sales Order.

519. Through, *inter alia*, Kantar's positions on TAM's board of directors, Kantar also had the ability to prevent TAM from fraudulently inducing NDTV to execute each Sales Order, but instead chose to willfully disregard NDTV's well-founded complaints, and continued to direct and/or allow TAM to fraudulently induce NDTV to execute each Sales Order.

520. At the April 11, 2012 Meeting and throughout the communications that followed said meeting, TAM, Nielsen and Kantar represented that they would jointly remedy the undeniable flaws in the Nielsen Process, so as to induce NDTV to execute a new Sales Order. Indeed, by e-mail dated April 25, 2012, Robert Messemer, Global Head of Security for Nielsen, made it abundantly clear to NDTV that the breaches in TAM's security required an "Urgent Response" and that "time is of the essence". Thereafter, Thomas Puliyeel, President of IMRB International, a part of Kantar's vertically integrated network of companies, promised NDTV that Nielsen, Kantar and TAM would implement three initial remedial measures, as follows:

- d. Added security measures;
- e. No TRP Reports for channels below a threshold of 30 average viewers;
- f. News channels that cross the 30 average viewers threshold would be reported on a monthly basis in terms of Reach (the unique number of viewers in a period).

However, the aforementioned promises by Nielsen, Kantar and TAM were nothing

but false assurances and misrepresentations, craftily designed to induce NDTV to execute a new Sales Order, and Nielsen, Kantar and TAM knew that such representations were false at the time they were made.

521. Shortly thereafter, reasonably relying upon the recent representations by Nielsen, Kantar and TAM, NDTV executed a Sales Order with TAM on May 10, 2012. In the few months that followed it became abundantly clear to NDTV that Nielsen, Kantar and TAM jointly misrepresented that they would jointly implement immediate remedial measures to remedy the admitted flaws in the Nielsen Process. Indeed, despite Robert Messemer's representations that this matter requires an "Urgent Response" and that "time is of the essence", Nielsen, Kantar and TAM have completely and utterly failed to implement any meaningful remedial measures to cure the admittedly flawed Nielsen Process, to date.

522. Notably, on May 16, 2012, Thomas Puliyeel represented that the remedial measures noted in his May 1, 2012 e-mail would be implemented by July 1, 2012. Consistent with their pattern of willful disregard, Nielsen, Kantar and TAM did not implement any of the aforementioned remedial measures by July 1, 2012, or at any time thereafter.

523. Since TAM's inception, TAM, Nielsen and Kantar were well aware of the fact that the Nielsen Process, as utilized in the Indian market, was fundamentally flawed and would continue to yield defective data for the TRP Reports, until TAM implemented the remedial measures suggested by NDTV on countless occasions since 2004 (which it has not done to this day).

524. Upon information and belief, TAM, at the direction of Nielsen and

Kantar, made the aforementioned misrepresentations to NDTV so as to induce NDTV to execute each Sales Order.

525. Nielsen and Kantar each had intimate actual knowledge of TAM's fraud since 2004; knew of several red flags giving rise to an inference of actual knowledge since 2004; were willfully blind to TAM's fraud since 2004; consciously avoided TAM's fraud since 2004; and were directly involved in making misrepresentations to NDTV in furtherance of TAM's fraud since April 11, 2012.

526. Notably, since 2004, despite countless communications from NDTV conveying its complaints and suggested remedial measures, neither TAM, Nielsen nor Kantar have improved the Nielsen Process in any meaningful way whatsoever and the fundamental flaws in the Nielsen Process remain to the present date, resulting in the publication of weekly TRP Reports containing grossly inaccurate data, and catastrophic damages to NDTV, which increase with every new publication of TRP Reports.

527. Indeed, due to TAM's monopoly power in the Indian television market, NDTV was left with no choice but to execute each Sales Order. Further, the motive of Nielsen, Kantar in refusing to implement the necessary modifications to the Nielsen Process, and continue to assist TAM in fraudulently inducing NDTV to execute each Sales Order, was that, by virtue of its monopoly power, through TAM, Nielsen and Kantar could minimize their costs and maximize their revenues, for larger profit margins, while continuing to distribute a product that they knew was defective.

528. As a direct and proximate result of the conduct of Nielsen and Kantar set forth herein, NDTV has suffered and will continue to suffer tremendous economic

loss and other damages for, *inter alia*, the consideration that NDTV paid and continues to pay TAM for the TRP Reports, lost advertising revenues, increased carriage costs, loss of reputation, loss of good will, loss of stock value and other lost revenues, including revenues from the United States, in an amount no less than \$810 million since the execution of the initial Sales Order in 1998. The aforementioned acts of TAM were done maliciously, oppressively, and with intent to defraud, and NDTV is entitled to costs, actual attorneys' fees, punitive and exemplary damages, in an amount to be determined by the trier of fact, against Nielsen and Kantar.

**THIRTY-FIFTH CAUSE OF ACTION FOR AIDING AND ABETTING A  
BREACH OF A FIDUCIARY DUTY JOINTLY AND SEVERALLY AGAINST  
NIELSEN AND KANTAR**

529. Plaintiff repeats and re-alleges paragraphs 1 through 528 set forth above, as if they were set forth herein at length and incorporates said paragraphs herein by reference.

530. As described above in the Twenty-Seventh Cause of Action for Breach of Fiduciary Duty Against TAM, TAM expressly assumed and owed duties to NDTV.

531. At all relevant times, TAM was an agent and/or mere department, within Nielsen's vertically integrated network of companies, functioning as an instrumentality of Nielsen in the Indian market in every respect.

532. As noted above, TAM's board of directors was, at all relevant times, comprised of Nielsen and Kantar senior officers.

533. Since 1998, Nielsen and Kantar knew that TAM had a fiduciary relationship with NDTV based on trust and confidence, that derived from the fact that

TAM had superior knowledge and expertise with respect to the Nielsen Process and the remedial measures necessary to cure the defects in the Nielsen Process in the Indian market, and that TAM maintained dominance and control in the relationship by virtue of its monopoly power in India.

534. By virtue of this special relationship created in 1998, Nielsen and Kantar knew that NDTV had confidence in the fidelity and integrity of TAM and entrusted TAM with information, creating a confidential relationship that existed at all relevant times after 1998, such that TAM owed to NDTV a duty to refrain from publishing or disseminating any inaccurate TRP reports in the Indian market.

535. Nielsen and Kantar knew at all relevant times that, despite having voluntarily accepted the trust and confidence of NDTV with regard to being provided with information and access to information by NDTV, TAM violated and abused the trust and confidence of NDTV by continuing to publish weekly TPR reports to the present date.

536. Since TAM's inception in 1998 through the present date, Nielsen has maintained control over the decisions to make adjustments to the Nielsen Process, as utilized by TAM in the Indian market, including, but not limited to, whether or not to increase the sample size utilized by TAM in the Indian market to create statistical analyses; whether or not to provide adequate financial, technological and operational support to TAM, so as to enable TAM to properly implement the use of the Nielsen Process in the Indian television market; whether or not to provide sufficient training for key TAM personnel so as to ensure that the Nielsen Process was being utilized properly; whether or not to provide adequate supervision over TAM, so as to ensure

that the quality of services provided was consistent with Nielsen's standards of quality; and whether or not to implement policies and procedures that would adequately protect highly sensitive and confidential information, such as the viewer lists. Accordingly, Nielsen had, and continues to have, the ability to remedy the complaints of NDTV by making reasonable adjustments to the Nielsen Process, but instead chooses to willfully disregard such complaints, and continues to direct and/or allow TAM to distribute TRP Reports that Nielsen knows are defective in clear breach of TAM's fiduciary duty to NDTV.

537. Through Kantar's positions on TAM's board of directors, Kantar also had and continues to have the ability to prevent TAM from distributing TRP Reports that Kantar knows to be defective, but instead chooses to willfully disregard NDTV's well founded complaints, and continue to direct and/or allow TAM to distribute TRP Reports that Nielsen Knows are defective.

538. Nielsen and Kantar each had intimate actual knowledge of TAM's breaches of its fiduciary duty to NDTV since 2004; knew of several red flags giving rise to an inference of actual knowledge since 2004; were willfully blind to TAM's breaches of its fiduciary duty to NDTV since 2004; consciously avoided TAM's breaches of its fiduciary duty to NDTV since 2004; and were directly involved in making misrepresentations to NDTV in furtherance of TAM's breaches of its fiduciary duty to NDTV since April 11, 2012.

539. As a direct and proximate result of the conduct of Nielsen and Kantar set forth herein, NDTV has suffered and will continue to suffer tremendous economic loss and other damages for, *inter alia*, the consideration that NDTV paid and



continues to pay TAM for the TRP Reports, lost advertising revenues, increased carriage costs, loss of reputation, loss of good will, loss of stock value and other lost revenues, including revenues from the United States, in an amount no less than \$810 million since the execution of the initial Sales Order in 1998. In addition, NDTV is entitled to costs, actual attorneys' fees, punitive and exemplary damages, in an amount to be determined by the trier of fact, against Nielsen and Kantar.

**THIRTY-SIXTH CAUSE OF ACTION FOR CIVIL CONSPIRACY JOINTLY AND SEVERALLY AGAINST NIELSEN, KANTAR AND TAM**

540. Plaintiff repeats and re-alleges paragraphs 1 through 539 set forth above, as if they were set forth herein at length and incorporates said paragraphs herein by reference.

541. Nielsen, Kantar and TAM consciously, willfully, intentionally, and knowingly agreed and conspired with each other to engage in the alleged wrongful conduct set forth in the Fifth Cause of Action, Tenth Cause of Action, Fifteenth Cause of Action, Twentieth Cause of Action, Twenty-First Cause of Action, Twenty-Fifth Cause of Action, Twenty-Ninth Cause of Action, and Thirty-Third Cause of Action, herein (hereinafter the "Conspiracy Causes of Action").

542. Nielsen, Kantar and TAM performed the acts alleged in the Conspiracy Causes of Action pursuant to, and in furtherance of, that agreement and/or furthered the conspiracy by cooperating encouraging, ratifying or adopting the acts of the others, as alleged in the Conspiracy Causes of Action.

543. Further, the motive of Nielsen, Kantar and TAM to engage in the wrongful conduct alleged in the Conspiracy Causes of Action was to exploit TAM's

monopoly power in India, so that TAM, Nielsen and Kantar could minimize their costs and maximize their revenues, for larger profit margins, while continuing to distribute a product that they knew was defective.

544. As a direct and proximate result of the acts in furtherance of the conspiracy, as alleged in the Conspiracy Causes of Action, NDTV has suffered and will continue to suffer tremendous economic loss and other damages for, *inter alia*, the consideration that NDTV paid and continues to pay TAM for the TRP Reports, lost advertising revenues, increased carriage costs, loss of reputation, loss of good will, loss of stock value and other lost revenues, including revenues from the United States, in an amount no less than \$810 million since the execution of the initial Sales Order in 1998. The aforementioned acts of TAM were done maliciously, oppressively, and with intent to defraud, and NDTV is entitled to costs, actual attorneys' fees, and punitive and exemplary damages, in an amount to be determined by the trier of fact, against Nielsen and Kantar.

**THIRTY-SEVENTH CAUSE OF ACTION AGAINST NIELSEN FOR  
NEGLIGENCE PER SE ARISING FROM VIOLATIONS OF THE FCPA**

545. Plaintiff repeats and re-alleges paragraphs 1 through 544 set forth above, as if they were set forth herein at length and incorporates said paragraphs herein by reference.

546. The anti-bribery provisions of the Foreign Corrupt Practices Act, 15 U.S.C. §78dd-1, et seq. (hereinafter the "FCPA") prohibit U.S. companies from giving anything of value, either directly or indirectly, to, *inter alia*, a foreign politician, so as to induce such foreign politician to do or omit to do any act in

violation of the lawful duty of such foreign politician; or to secure any improper advantage, or to continue the company's business.

547. Accordingly, since the formation of TAM, Nielsen had a duty to comply with the provisions of the FCPA, so as to prevent the rampant corruption that has existed and currently exists within TAM.

548. Nielsen has known or should have known, that politicians directly and indirectly own approximately one-third of the news channels in India; that approximately sixty-percent (60%) of Indian cable operations are owned, directly or indirectly, by politicians or their proxies; and that, at all relevant times, there were high levels of corruption in the Indian television ratings industry and in TAM's operations.

549. Nonetheless, since the inception of TAM, Nielsen has allowed TAM, using the Nielsen Process and/or Nielsen's proprietary property and/or Nielsen's name and logo, to publish corrupt data, which was known to be corrupt, which benefited politicians. Indeed, Nielsen knew or should have known and/or consciously disregarded the fact that the leakage of panel home identities yielded hundreds of millions of dollars for the benefit of several politicians. This has enabled TAM, Nielsen and Kantar to maintain its monopoly power in India and/or steady revenues. The failure to stop publication of corrupt data continues to benefit politicians, TAM, Nielsen and Kantar.

550. Since the formation of TAM, Nielsen has had intimate actual knowledge of such violations of the FCPA; knew of several red flags giving rise to an inference of actual knowledge of such violations of the FCPA; was willfully blind to

such violations of the FCPA; and consciously avoided such violations of the FCPA.

551. Indeed, Robert Messemer, Chief Global Security Officer for The Nielsen Company, and Paul Donato, Executive Vice President and Chief Research Officer for Nielsen, during the course of their several visits to India commencing January 2012, meetings there as described above, and in the course of investigations during and subsequent to such visits and meetings, had actual knowledge of, and/or consciously disregarded FCPA violations, including, but not limited to, representations made in person to them by the whistleblower whom they personally interviewed on February 28, 2012 (as described above), that, at the very least, one of the parties engaged in obtaining and using highly sensitive identities of panel homes was a television network owned by a well known Indian politician.

552. As a result of Nielsen's willful disregard of such undeniable corrupt practices, such foreign politicians derived benefits by, *inter alia*, manipulation and skewing of TAM data in favor of broadcast channels and cable operations owned and/or operated by such local politicians or their proxies, from manipulation of rates based on knowledge of corrupt data and identity of panel homes, and various other means.

553. Nielsen's complete and utter failure and/or refusal to stop publication of manipulated TAM data has allowed such politicians to continue to benefit from the publication of such data.

554. Thus, benefits were provided to those politicians, and TAM and/or Nielsen continued to enjoy the benefits of, *inter alia*, continued operations as a monopoly in the Indian market, and steady revenues.

555. Such acts and omissions by Nielsen constitute violations of the FCPA by Nielsen, and, as a result, negligence per se.

556. As a direct and proximate result of such negligence per se, NDTV has suffered and continues to suffer tremendous economic loss and other damages for, *inter alia*, the consideration that NDTV paid TAM for the TRP Reports, loss of advertising revenues, increased carriage costs, loss of reputation, loss of good will, loss of stock value, and loss of other revenues, including revenues from the United States, in an amount no less than \$580 million for the last three years. In addition, the NDTV is entitled to costs, actual attorneys' fees, and punitive damages, in an amount to be determined by the trier of fact.

**THIRTY-EIGHTH CAUSE OF ACTION AGAINST NIELSEN DIRECTORS  
FOR VIOLATION OF THE DUTCH CORPORATE GOVERNANCE CODE**

557. Plaintiff repeats and re-alleges paragraphs 1 through 556 set forth above, as if they were set forth herein at length and incorporates said paragraphs herein by reference. The Nielsen Directors are subject to the Dutch Corporate Governance Code (the "Code", Exhibit B).

558. Under the Code, each Director has a duty to act in the interests of all corporate "stakeholders". Further, each Director has an obligation to act in the long-term interest of the stakeholders and continuity of the corporation. That is a fundamental foundation of the Code. (Preamble to the Code, Paragraphs 7 and 8.)

559. Under the Code, the term "stakeholders" extends to not just shareholders (as in the US), but also customers such as NDTV and thousands of other Nielsen customers, creditors, employees, suppliers, government and civil society.

(Preamble to the Code, Paragraphs 7 and 8, Code Section II.1, Code Section III.I, Nielsen 2011 Annual Report, page 28, Exhibit C.)

560. The Code states as follows (Preamble, Paragraphs 7 and 8):

7. The Code is based on the principle accepted in the Netherlands that a company is a **long-term alliance** between the various parties involved in the company. The **stakeholders** are the groups and individuals who, directly or indirectly, influence – or are influenced by – the attainment of the company’s objects: i.e. employees, shareholders and other lenders, suppliers, **customers**, the public sector and civil society. The management board and the supervisory board have overall responsibility for weighing up these interests, generally with a view to ensuring the continuity of the enterprise, while the company endeavours to create long-term shareholder value.

8. **The management board and the supervisory board should take account of the interests of the various stakeholders**, including corporate social responsibility issues that are relevant to the enterprise. **If stakeholders are to cooperate within and with the company, it is essential for them to be confident that their interests are represented.** Good entrepreneurship, which includes integrity and transparency of the management board’s actions, as well as effective supervision of their actions and accountability for such supervision, are essential conditions for stakeholder confidence in management and supervision. **These are the two pillars on which good corporate governance is founded and which are the basis of this Code.**

[Emphases added]

561. As noted below, the Nielsen Directors breached their duty to act in, and/or take into account, the interests of Nielsen’s customer, NDTV, and thousands of other Nielsen customers, instead acting only in the short term interests of the Sponsors.

562. Of the fifteen (15) Nielsen Directors, there is one (1) Executive Director, David Calhoun, and fourteen (14) Non-Executive Directors. Of the fourteen (14) Non-Executive Directors, eleven (11) are appointed by, and are an integral part of, the Sponsors. (Nielsen 2011 Annual Report, page 28.)

563. Nielsen Director James A. Atwood, Jr. is a Managing Director at Sponsor, The Carlyle Group.

564. Nielsen Director Richard J. Bressler is a Managing Director at Sponsor, Thomas H. Lee Partners, L.P.

565. Nielsen Director Simon E. Brown is a member of Sponsor, KKR.

566. Nielsen Director Michael S. Chae is Senior Managing Director of Sponsor, The Blackstone Group.

567. Nielsen Director Patrick Healy is Deputy Chief Executive Officer of Sponsor, Hellman & Friedman LLC.

568. Nielsen Director and Chairman of the Nielsen Board James M. Kilts is a founding partner of Sponsor, Centerview Partners.

569. Nielsen Director Iain Leigh is Senior Advisor to APG Asset Management US Inc. On information and belief APG Asset Management US Inc. is a division of Sponsor, Alpinvest Partners. Up until November 2011, Mr. Leigh was Managing Partner and Head of the United States office of Alpinvest Partners.

570. Nielsen Director Eliot P. S. Merrill is Managing Director at Sponsor, The Carlyle Group.

571. Nielsen Director Alexander Navab is a member of Sponsor, KKR.

572. Nielsen Director Robert Reid is Senior Managing Director at Sponsor, The Blackstone Group.

573. Nielsen Director Scott A. Schoen is Vice Chairman of Sponsor, Thomas H. Lee Partners.

574. Each of these eleven (11) Non-Executive Directors acts at the behest of, and under the control of, the Sponsors. (Nielsen 2011 Annual Report, page 28.)

575. In order to maintain short term share values until the Sponsors “cash out” and make the enormous profits that the Sponsors expect to make (in the billions of dollars) from the takeover/leveraged buyout of Nielsen in 2006, the Nielsen Directors, as typical in leveraged buyouts, give first priority to reducing the enormous debt generated by the takeover/leveraged buyout. Such debt was in the amount of \$10 billion in 2006 as a result of the takeover/leveraged buyout of Nielsen by the Sponsors and, as of December 31, 2011, was in the amount of \$6.7 billion.

576. The primary method of reducing such debt is by taking cost cutting and cost avoidance measures. That is the basic tenet of corporate takeovers and leveraged buyouts.

577. While such measures are legal and are customary practice in the typical takeover/leveraged buyout, they are in breach of the Code in the case of the Nielsen takeover/leveraged buyout and subsequent actions due to: (a) the duties to customers imposed by the Code on Directors; and (b) the catastrophic effects on customers of cost cutting and cost avoidance measures by a company in the television audience measurement business such as Nielsen.



578. Such cost cutting and cost avoidance measures have a disproportionate and exponential effect on Nielsen's customers such as NDTV and thousands of other customers in the United States and in 98 other countries.

579. Adequate sample size is critical to accurate measurement of television audience viewership. In addition, adequate security measures are critical to accurate television audience measurement. Using inadequate sample sizes and/or inadequate security measures lead to inaccurate measurement. Inaccurate measurement leads to inaccurate ratings. Those inaccurate ratings are used by advertisers, satellite television providers, and internet television providers, to determine what they will pay to broadcasters such as NDTV and thousands of others in the United States and in 99 other countries. Inaccurate ratings lead to exponential losses in the billions of dollars, particularly when, as in the case of Nielsen, the ratings company has a monopoly on a country's audience measurement ratings.

580. Cost cutting and cost avoidance measures ordered, adopted, accepted and endorsed by the Nielsen Directors, acting in the interests of the Sponsors, have led to inadequate sample sizes and inadequate security measures. That has led to inaccurate ratings and billions of dollars in losses to thousands of Nielsen customers in the United States and in 99 other countries.

581. NDTV and thousands of other customers, in addition to advertisers and other users of Nielsen data, have had no choice but to continue to use such data due to the monopoly position Nielsen occupies in India, the United States and in 98 other countries. Such monopoly power is exercised by Nielsen either directly, or in some cases, such as in India, in collaboration with Kantar.

582. As a result of cost cutting and cost avoidance measures ordered, adopted and/or endorsed by the Nielsen Directors, the resultant inadequate sample sizes and inadequate security measures, the effect on customers such as NDTV has been catastrophic.

583. The adoption and continuation of such cost cutting and cost avoidance measures is a violation of the Nielsen Directors' duties under the Code to NDTV, and thousands of other customers in the United States and 98 other countries.

584. Such violation of the Code is further compounded by (1) Nielsen continuing to undertake cost cutting and cost avoidance measures despite explicit notice of the catastrophic effects of such measures in India, Florida, Turkey and the Philippines (2) Nielsen continuing to publish ratings despite first hand and explicit knowledge of the corruption of such data and (3) Nielsen continuing to publish such corrupt data despite knowledge or conscious disregard of the fact that such continuation has and will inure to the benefit of politicians who own broadcast companies and/or politicians who are owners of cable operators, which is a violation of the FCPA.

585. As a direct and proximate result of the breach of the Nielsen Directors' duties under the Code, NDTV has suffered and will continue to suffer tremendous economic loss and other damages for, *inter alia*, the consideration that NDTV paid and continues to pay TAM for the TRP Reports, lost advertising revenues, increased carriage costs, loss of reputation, loss of good will, loss of stock value and other lost revenues, including revenues from the United States, in an amount no less than \$810 million since the execution of the initial Sales Order in 1998. In addition, NDTV is

entitled to costs, actual attorneys' fees, and punitive and exemplary damages, in an amount to be determined by the trier of fact, against Nielsen and Kantar.

**THIRTY-NINTH CAUSE OF ACTION AGAINST DAVID CALHOUN FOR VIOLATION OF THE DUTCH CORPORATE GOVERNANCE CODE**

586. Plaintiff repeats and re-alleges paragraphs 1 through 585 set forth above, as if they were set forth herein at length and incorporates said paragraphs herein by reference.

587. The Nielsen Directors, including David Calhoun as Executive Director, are subject to the Dutch Corporate Governance Code (the "Code", Exhibit B).

588. Under the Code, each Director, including David Calhoun, has a duty to act in the interests of all corporate "stakeholders". Further, each Director has an obligation to act in the long-term interest of the stakeholders and continuity of the corporation. That is a fundamental foundation of the Code. (Preamble to the Code, Paragraphs 7 and 8.)

589. Under the Code, the term "stakeholders" extends to not just shareholders (as in the US), but also customers such as NDTV and thousands of other Nielsen customers, creditors, employees, suppliers, government and civil society. (Preamble to the Code, Paragraphs 7 and 8, Code Section II.1, Code Section III.I, Nielsen 2011 Annual Report, page 28, Exhibit C.)

590. David Calhoun, in his capacity as Executive Director and/or Chief Executive Officer ("CEO") of Nielsen, breached his duty to act in the interests of

Nielsen's customer, NDTV, and thousands of other Nielsen customers, instead acting only in the short-term interests of the Sponsors.

591. David Calhoun was appointed by, and is an integral part of, the Sponsors.

592. David Calhoun acts at the behest of, and under the control of, the Sponsors. (Nielsen 2011 Annual Report, page 28.)

593. In order to maintain short term share values until David Calhoun and the Sponsors "cash out" and make the enormous profits that David Calhoun and the Sponsors expect to make (in billions of dollars) from the takeover/leveraged buyout of Nielsen in 2006, David Calhoun, in his capacity as CEO and Executive Director appointed by the Sponsors, as typical in leveraged buyouts, gives first priority to reducing the enormous debt generated by the takeover/leveraged buyout. Such debt was in the amount of \$10 billion in 2006 as a result of the takeover/leveraged buyout of Nielsen by the Sponsors and, as of December 31, 2011, was in the amount of \$6.7 billion.

594. David Calhoun has a large stake in Nielsen's short-term share values. He needs to maintain those short-term values until he and the Sponsors "cash out", which is typical in takeovers/leveraged buyouts.

595. The primary method of reducing such debt is by taking cost cutting and cost avoidance measures. That is the basic tenet of corporate raids and leveraged buyouts.

596. While such measures are legal and are customary practice in the typical takeover/leveraged buyout, they in direct violation of the Code in the case of

Nielsen due to (1) the duties to customers imposed by the Code on Directors, and those acting at their direction such as CEO David Calhoun, and (2) the catastrophic effects on customers of cost cutting and cost avoidance measures by a company in the audience measurement business such as Nielsen.

597. Such cost cutting and cost avoidance measures have a disproportionate and exponential effect on Nielsen's customers such as NDTV and thousands of other customers in the United States and in 98 other countries.

598. Adequate sample size is critical to accurate measurement of television audience viewership. In addition, adequate security measures are critical to accurate television audience measurement. Using inadequate sample sizes and/or inadequate security measures lead to inaccurate measurement. Inaccurate measurement leads to inaccurate ratings. Those inaccurate ratings are used by advertisers to determine what they will pay to broadcasters such as NDTV and thousands of others in the United States and in 99 other countries. Inaccurate ratings lead to exponential losses in the billions of dollars, particularly when, as in the case of Nielsen, the ratings company has a monopoly on a country's audience measurement ratings.

599. Cost cutting and cost avoidance measures ordered, adopted, accepted and endorsed by David Calhoun, acting in the interests of the Sponsors and/or in his own interests, have led to inadequate sample sizes and inadequate security measures. That has led to inaccurate ratings and billions of dollars in losses to thousands of Nielsen customers in the United States and in 99 other countries.

600. NDTV and thousands of other customers, in addition to advertisers and other users of Nielsen data, have had no choice but to continue to use such data due to

the monopoly position Nielsen occupies in India, the United States and in 98 other countries. Such monopoly power is exercised by Nielsen either directly, or in some cases, such as in India, in collaboration with Kantar.

601. As a result of cost cutting and cost avoidance measures ordered, adopted and/or endorsed by David Calhoun, the resultant inadequate sample sizes and inadequate security measures, the effect on customers such as NDTV has been catastrophic.

602. The adoption and continuation of such cost cutting and cost avoidance measures is a violation of David Calhoun's duties under the Code to NDTV, and thousands of other customers in the United States and 98 other countries.

603. Such violation of the Code is further compounded by (1) Nielsen continuing to undertake cost cutting and cost avoidance measures despite explicit notice to David Calhoun of the catastrophic effects of such measures in India, Florida, Turkey and the Philippines (2) Nielsen continuing to publish ratings despite first hand and explicit knowledge of the corruption of such data and (3) Nielsen continuing to publish such corrupt data despite knowledge or conscious disregard of the fact that such continuation has and will inure to the benefit of politicians who own broadcast companies and/or politicians who are owners of cable operators, which is a violation of the FCPA.

604. As a direct and proximate result of the breach of David Calhoun's duties under the Code, NDTV has suffered and continues to suffer tremendous economic loss and other damages for, *inter alia*, the consideration that NDTV paid and continues to pay TAM for the TRP Reports, lost advertising revenues, increased

carriage costs, loss of reputation, loss of good will, loss of stock value and other lost revenues, including revenues from the United States, in an amount no less than \$810 million since the execution of the initial Sales Order in 1998. In addition, the NDTV is entitled to costs, actual attorneys' fees, and punitive damages, in an amount to be determined by the trier of fact.

**FORTIETH CAUSE OF ACTION AGAINST NIELSEN DIRECTORS  
FOR NEGLIGENCE PER SE ARISING FROM VIOLATION OF THE  
DUTCH CORPORATE GOVERNANCE CODE**

605. Plaintiff repeats and re-alleges paragraphs 1 through 604 set forth above, as if they were set forth herein at length and incorporates said paragraphs herein by reference.

606. The Nielsen Directors are subject to the Dutch Corporate Governance Code (the "Code", Exhibit B).

607. Under the Code, each Director has a duty to act in the interests of all corporate "stakeholders". That is a fundamental foundation of the Code. (Preamble to the Code, Paragraphs 7 and 8.)

608. Under the Code, the term "stakeholders" extends to not just shareholders (as in the US), but also customers such as NDTV and thousands of other Nielsen customers, creditors, employees, suppliers, government and civil society. (Preamble to the Code, Paragraphs 7 and 8, Code Section II.1, Code Section III.I, Nielsen 2011 Annual Report, page 28, Exhibit C.)

609. The Nielsen Directors breached their duty to act in, and/or take into account, the interests of Nielsen's customer, NDTV, and thousands of other Nielsen

customers, instead acting only in the short term interests of the Sponsors. Such acts constitute violations of the Code, and thus constitute negligence per se.

610. Of the fifteen (15) Nielsen Directors, there is one (1) Executive Director, David Calhoun, and fourteen (14) Non-Executive Directors. Of the fourteen (14) Non-Executive Directors, eleven (11) are appointed by, and are an integral part of, the Sponsors. (Nielsen 2011 Annual Report, page 28.)

611. Nielsen Director James A. Atwood, Jr. is a Managing Director at Sponsor, The Carlyle Group.

612. Nielsen Director Richard J. Bressler is a Managing Director at Sponsor, Thomas H. Lee Partners, L.P.

613. Nielsen Director Simon E. Brown is a member of Sponsor, KKR.

614. Nielsen Director Michael S. Chae is Senior Managing Director of Sponsor, The Blackstone Group.

615. Nielsen Director Patrick Healy is Deputy Chief Executive Officer of Sponsor, Hellman & Friedman LLC.

616. Nielsen Director and Chairman of the Nielsen Board James M. Kilts is a founding partner of Sponsor, Centerview Partners.

617. Nielsen Director Iain Leigh is Senior Advisor to APG Asset Management US Inc. On information and belief APG Asset Management US Inc. is a division of Sponsor, Alpinvest Partners. Up until November 2011, Mr. Leigh was Managing Partner and Head of the United States office of Alpinvest Partners.

618. Nielsen Director Eliot P. S. Merrill is Managing Director at Sponsor, The Carlyle Group.



619. Nielsen Director Alexander Navab is a member of Sponsor, KKR.

620. Nielsen Director Robert Reid is Senior Managing Director at Sponsor, The Blackstone Group.

621. Nielsen Director Scott A. Schoen is Vice Chairman of Sponsor, Thomas H. Lee Partners.

622. Each of these eleven (11) Non-Executive Directors acts at the behest of, and under the control of, the Sponsors. (Nielsen 2011 Annual Report, page 28.)

623. In order to maintain short term share values until the Sponsors “cash out” and make the enormous profits that the Sponsors expect to make (in the billions of dollars) from the takeover/leveraged buyout of Nielsen in 2006, the Nielsen Directors, as typical in leveraged buyouts, give first priority to reducing the enormous debt generated by the takeover/leveraged buyout. Such debt was in the amount of \$10 billion in 2006 as a result of the takeover/leveraged buyout of Nielsen by the Sponsors and, as of December 31, 2011, was in the amount of \$6.7 billion.

624. The primary method of reducing such debt is by taking cost cutting and cost avoidance measures. That is the basic tenet of corporate raids and leveraged buyouts.

625. While such measures are legal and are customary practice in the typical takeover/leveraged buyout, they are in breach of the Code in the case of the Nielsen takeover/leveraged buyout and subsequent actions due to (1) the duties to customers imposed by the Code on Directors and (2) the catastrophic effects on customers of cost cutting and cost avoidance measures by a company in the audience measurement business such as Nielsen.

626. Such cost cutting and cost avoidance measures have a disproportionate and exponential effect on Nielsen's customers such as NDTV and thousands of other customers in the United States and in 98 other countries.

627. Adequate sample size is critical to accurate measurement of television audience viewership. In addition, adequate security measures are critical to accurate television audience measurement. Using inadequate sample sizes and/or inadequate security measures lead to inaccurate measurement. Inaccurate measurement leads to inaccurate ratings. Those inaccurate ratings are used by advertisers to determine what they will pay to broadcasters such as NDTV and thousands of others in the United States and in 99 other countries. Inaccurate ratings lead to exponential losses in the billions of dollars, particularly when, as in the case of Nielsen, the ratings company has a monopoly on a country's audience measurement ratings.

628. Cost cutting and cost avoidance measures ordered, adopted, accepted and endorsed by the Nielsen Directors, acting in the interests of the Sponsors, have led to inadequate sample sizes and inadequate security measures. That has led to inaccurate ratings and billions of dollars in losses to thousands of Nielsen customers in the United States and in 99 other countries.

629. NDTV and thousands of other customers, in addition to advertisers and other users of Nielsen data, have had no choice but to continue to use such data due to the monopoly position Nielsen occupies in India, the United States and in 98 other countries. Such monopoly power is exercised by Nielsen either directly, or in some cases, such as in India, in collaboration with Kantar.

630. As a result of cost cutting and cost avoidance measures ordered, adopted and/or endorsed by the Nielsen Directors, the resultant inadequate sample sizes and inadequate security measures, the effect on customers such as NDTV has been catastrophic.

631. The adoption and continuation of such cost cutting and cost avoidance measures is a violation of the Nielsen Directors' duties under the Code to NDTV, and thousands of other customers in the United States and 98 other countries.

632. Such violation of the Code is further compounded by (1) Nielsen continuing to undertake cost cutting and cost avoidance measures despite explicit notice of the catastrophic effects of such measures in India, Florida, Turkey and the Philippines (2) Nielsen continuing to publish ratings despite first hand and explicit knowledge of the corruption of such data and (3) Nielsen continuing to publish such corrupt data despite knowledge or conscious disregard of the fact that such continuation has and will inure to the benefit of politicians who own broadcast companies and/or politicians who are owners of cable operators, which is a violation of the FCPA.

633. As a direct and proximate result of the breach of the Nielsen Directors' duties under the Code, NDTV has suffered and will continue to suffer tremendous economic loss and other damages for, *inter alia*, the consideration that NDTV paid TAM for the TRP Reports, loss of advertising revenues, increased carriage costs, loss of reputation, loss of good will, loss of stock value, and loss of other revenues, including revenues from the United States, in an amount no less than \$580 million for

the last three years. In addition, the NDTV is entitled to costs, actual attorneys' fees, and punitive damages, in an amount to be determined by the trier of fact.

**FORTY-FIRST CAUSE OF ACTION AGAINST DAVID CALHOUN FOR  
NEGLIGENCE PER SE ARISING FROM VIOLATIONS OF THE DUTCH  
CORPORATE GOVERNANCE CODE**

634. Plaintiff repeats and re-alleges paragraphs 1 through 633 set forth above, as if they were set forth herein at length and incorporates said paragraphs herein by reference.

635. The Nielsen Directors, including David Calhoun as Executive Director, are subject to the Dutch Corporate Governance Code (the "Code", Exhibit B).

636. Under the Code, each Director, including David Calhoun, has a duty to act in the interests of all corporate "stakeholders". That is a fundamental foundation of the Code. (Preamble to the Code, Paragraphs 7 and 8.)

637. Under the Code, the term "stakeholders" extends to not just shareholders (as in the US), but also customers such as NDTV and thousands of other Nielsen customers, creditors, employees, suppliers, government and civil society. (Preamble to the Code, Paragraphs 7 and 8, Code Section II.1, Code Section III.I, Nielsen 2011 Annual Report, page 28, Exhibit C.)

638. David Calhoun, in his capacity as Executive Director and/or Chief Executive Officer ("CEO") of Nielsen, breached his duty to act in, and/or take into account, the interests of Nielsen's customer, NDTV, and thousands of other Nielsen customers, instead acting only in the short term interests of the Sponsors. Such acts constitute violations of the Code, and thus constitute negligence per se.

639. David Calhoun was appointed by, and is an integral part of, the Sponsors.

640. David Calhoun acts at the behest of, and under the control of, the Sponsors. (Nielsen 2011 Annual Report, page 28.)

641. In order to maintain short term share values until David Calhoun and the Sponsors “cash out” and make the enormous profits that David Calhoun and the Sponsors expect to make (in billions of dollars) from the takeover/leveraged buyout of Nielsen in 2006, David Calhoun, in his capacity as CEO and Executive Director appointed by the Sponsors, as typical in leveraged buyouts, gives first priority to reducing the enormous debt generated by the takeover/leveraged buyout. Such debt was in the amount of \$10 billion in 2006 as a result of the takeover/leveraged buyout of Nielsen by the Sponsors and, as of December 31, 2011, was in the amount of \$6.7 billion.

642. David Calhoun has a large stake in Nielsen’s short-term share values. He needs to maintain those short-term values until he and the Sponsors “cash out”, which is typical in takeovers/leveraged buyouts.

643. The primary method of reducing such debt is by taking cost cutting and cost avoidance measures. That is the basic tenet of corporate raids and leveraged buyouts.

644. While such measures are legal and are customary practice in the typical takeover/leveraged buyout, they in direct violation of the Code in the case of Nielsen due to (1) the duties to customers imposed by the Code on Directors, and those acting at their direction such as CEO David Calhoun, and (2) the catastrophic

effects on customers of cost cutting and cost avoidance measures by a company in the audience measurement business such as Nielsen.

645. Such cost cutting and cost avoidance measures have a disproportionate and exponential effect on Nielsen's customers such as NDTV and thousands of other customers in the United States and in 98 other countries.

646. Adequate sample size is critical to accurate measurement of television audience viewership. In addition, adequate security measures are critical to accurate television audience measurement. Using inadequate sample sizes and/or inadequate security measures lead to inaccurate measurement. Inaccurate measurement leads to inaccurate ratings. Those inaccurate ratings are used by advertisers to determine what they will pay to broadcasters such as NDTV and thousands of others in the United States and in 99 other countries. Inaccurate ratings lead to exponential losses in the billions of dollars, particularly when, as in the case of Nielsen, the ratings company has a monopoly on a country's audience measurement ratings.

647. Cost cutting and cost avoidance measures ordered, adopted, accepted and endorsed by David Calhoun, acting in the interests of the Sponsors and/or in his own interests, have led to inadequate sample sizes and inadequate security measures. That has led to inaccurate ratings and billions of dollars in losses to thousands of Nielsen customers in the United States and in 99 other countries.

648. NDTV and thousands of other customers, in addition to advertisers and other users of Nielsen data, have had no choice but to continue to use such data due to the monopoly position Nielsen occupies in India, the United States and in 98 other

countries. Such monopoly power is exercised by Nielsen either directly, or in some cases, such as in India, in collaboration with Kantar.

649. As a result of cost cutting and cost avoidance measures ordered, adopted and/or endorsed by David Calhoun, the resultant inadequate sample sizes and inadequate security measures, the effect on customers such as NDTV has been catastrophic.

650. The adoption and continuation of such cost cutting and cost avoidance measures is a violation of David Calhoun's duties under the Code to NDTV, and thousands of other customers in the United States and 98 other countries.

651. Such violation of the Code is further compounded by (1) Nielsen continuing to undertake cost cutting and cost avoidance measures despite explicit notice to David Calhoun of the catastrophic effects of such measures in India, Florida, Turkey and the Philippines (2) Nielsen continuing to publish ratings despite first hand and explicit knowledge of the corruption of such data and (3) Nielsen continuing to publish such corrupt data despite knowledge or conscious disregard of the fact that such continuation has and will inure to the benefit of politicians who own broadcast companies and/or politicians who are owners of cable operators, which is a violation of the Foreign Corrupt Practices Act.

652. As a direct and proximate result of the breach of David Calhoun's duties under the Code, NDTV has suffered and will continue to suffer tremendous economic loss and other damages for, *inter alia*, the consideration that NDTV paid TAM for the TRP Reports, loss of advertising revenues, increased carriage costs, loss of reputation, loss of good will, loss of stock value, and loss of other revenues,

including revenues from the United States, in an amount no less than \$580 million for the last three years. In addition, the NDTV is entitled to costs, actual attorneys' fees, and punitive damages, in an amount to be determined by the trier of fact.

**FORTY-SECOND CAUSE OF ACTION FOR PERMANENT  
INJUNCTIVE RELIEF AGAINST NIELSEN**

653. Plaintiff repeats and re-alleges paragraphs 1 through 652 set forth above, as if they were set forth herein at length and incorporates said paragraphs herein by reference.

654. Based on the foregoing, NDTV respectfully requests the Court to exercise its equitable jurisdiction in the premises, and award other ancillary relief, including, but not limited to, a permanent injunction barring Nielsen from continuing to license the Nielsen Process and/or any other proprietary information, including, but not limited to, the Nielsen logo, trademark, and/or brand name, to TAM, or any other subsidiary, affiliate, agent, or third party, in India, for television audience measurement and/or for the purpose of generating TRP Reports, until such time that Nielsen implements adequate remedial measures.

WHEREFORE, Plaintiff, NDTV, demands judgment against the respective Defendants for the amounts stated in each of the Causes of Action herein, and such other and further relief as the Court deems just, proper and equitable in the premises.



Dated: New York, New York  
July 25, 2012

**SABHARWAL & FINKEL**



---

By: Adam Finkel  
Rohit Sabharwal  
350 Fifth Avenue, 59<sup>th</sup> Floor  
New York, New York 10118  
Tel: (212) 601-2882  
Fax: (212) 601-2883

**LUTHRA & LUTHRA**  
Indian Counsel  
New Delhi, India

DEADLINE.COM

**ATTORNEY'S VERIFICATION**

Adam Finkel, under the penalties of perjury, hereby affirms that I am a member of the law firm of Sabharwal & Finkel, LLC, that I have read the foregoing Complaint and know the contents thereof, and that the same is true to my own knowledge except as to matters therein stated to be alleged on information and belief, and that as to those matters, I believe them to be true. The sources of my information are communications with the plaintiff, review of records, reports, documents and letters contained in the file. The reason that this verification is made by the deponent instead of plaintiff is because plaintiff is a corporation, no officer of which is now within the County of New York, which is the county where the deponent has his office.

Dated: New York, New York  
July 25, 2012



---

Adam Finkel

DEADLINE.COM